Tina Walia, Chair
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City of Morgan Hill

Pat Showalter
City of Mountain View

Larry Klein
City of Sunnyvale

Otto Lee
County of Santa Clara

Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, August 14, 2024
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Gilroy City Hall
Administration Conference Room
7351 Rosanna St.
Gilroy, CA

Milpitas Police Department
1275 N. Milpitas Blvd
Milpitas, CA

Morgan Hill City Hall
17575 Peak Ave.
Morgan Hill, CA 95037

Teleconference Meeting
Webinar:
https://cityofcupertino.zoom.us/j/99933964632

Telephone (Audio Only):
US: +1 669-900-6833
Webinar ID: 999 3396 4632

Members of the public may also attend this meeting in person, or observe this meeting electronically by accessing the meeting via instructions above. Public Comments can be sent in advance of the meeting via email up to three hours before the meeting begins to Board Clerk Andrea Pizano at Andrea.Pizano@svcleanenergy.org and will be distributed to the Board of Directors. The public will also have an opportunity to provide comments during the meeting. Members of the public participating remotely and using Zoom may comment during public comment or the applicable agenda item by using the Raise Hand feature and you will be recognized by the Chair. Those using the telephone (audio only) feature should press star 9 on your phones to initiate the "Raise Hand" function in Zoom. You will then be announced, unmuted, and your time to speak will begin.

svcleanenergy.org

333 W El Camino Real
Suite 330
Sunnyvale, CA 94087

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Clerk for the Authority at (408) 721-5301 x1005. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.105 ADA Title II).

Tina Walia, Chair
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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

Roll Call

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 June 12, 2024, Board of Directors Meeting

1b) Approve Minutes of the June 25, 2024, Board of Directors Special Meeting

1c) Receive June 2024 Treasurer Report

1d) Receive FY24 Q3 Decarbonization Strategy and Programs Quarterly Report

1e) Authorize the Chief Executive Officer to Execute Amendment to Agreement with Ascend Analytics to Extend the Term from September 31, 2024 Through March 31, 2025 and Increase the Not to Exceed Amount from $1,311,754 to $1,426,944 for Portfolio Management Consulting Services

1f) Authorize the Chief Executive Officer to Execute Amendment to Agreement with ev.energy to Extend the Term from May 13, 2025 Through December 31, 2025 and Increase the Not to Exceed Amount from $650,000 to $973,000 for GridShift: EV Charging Program

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1g) Authorize the Chief Executive Officer to Submit a Letter of Commitment to the City of San Jose Confirming the Authority's Participation as a Subrecipient in a Charging and Fueling Infrastructure Grant Application and to Negotiate and Execute Documents Necessary to Administer the Grant if the Application is Awarded

1h) Receive July 2024 Update for All Retail Rates

1i) Authorize the Chief Executive Officer to Execute a Three-Year Agreement with J.D. Power for a Total Not to Exceed Amount of $284,000 for the EV Finder Tool on the SVCE eHub

1j) Authorize the Chief Executive Officer to Execute an Amended and Restated Agreement with Richards, Watson, & Gershon to Extend the Term from September 30, 2024 Through September 30, 2025 and Increase the Not to Exceed Amount from $215,000 to $430,000 for Legal Services

1k) Authorize the Chief Executive Officer to Execute Amendment to Agreement with Camus Energy to Extend the Term from September 9, 2024 Through September 8, 2025 and Increase the Not to Exceed Amount from $488,000 to $664,000 to Continue Data Analytics Platform Services

1l) Adopt Resolution Allowing for an Exception to the Board-adopted Energy Risk Management Policy Delegating Authority to the Chief Executive Officer to Execute Necessary Agreements for Mid-Term Reliability Bridge Capacity to Meet Compliance Obligations

1m) Adopt Resolution Amending SVCE Conflict of Interest Code to Add Multiple Positions

1n) Receive 2024 Legislative Responses to Industry Transition Ad Hoc Committee Report

1o) Receive Executive Committee Report

1p) Receive Finance and Administration Committee Report

1q) Receive California Community Power Report

1r) Receive Audit Committee Report

Regular Calendar

2) CEO Report (Informational)

3) Authorize the Chief Executive Officer to Execute an Agreement with Energy Solutions for Advisory, Oversight, and Evaluation Support of a Residential Accessible On-Bill Financing Pilot through 2026; and Execute

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Suite 330
Sunnyvale, CA 94087

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an Agreement with Franklin Energy Services, LLC for a Not to Exceed Amount of $7.87 million, with a net SVCE contribution of $5.2 million for On-Bill Financing Pilot Implementation through 2035 (Action)

4) Provide Feedback on the Fiscal Year 2024-25 Proposed Operating Budget, Staff Benefits Update, and Proposed Reserve Policy Targets (Discussion)

Board Member Announcements and Direction on Future Agenda Items

Adjourn

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Suite 330
Sunnyvale, CA 94087

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Revised: February 7, 2024

SVCE
GLOSSARY OF TERMS

BTM – Behind the Meter – Customer-sited resources which connect to the distribution system on the customer's side of the utility's meter. See also "DER".

C&I – Commercial and Industrial – Business customers

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.

CARE – California Alternate Rates for Energy Program – A monthly discount of 20% or more on gas and electricity. Participants qualify through income guidelines or if enrolled in certain public assistance programs.

CEC – California Energy Commission

CCCFA – California Community Choice Financing Authority – The California Community Choice Financing Authority (CCCFA) was established in 2021 with the goal to reduce the cost of power purchases for member community choice aggregators (CCAs) through pre-payment structures. The founding members of CCCFA include Central Coast Community Energy, East Bay Community Energy, Marin Clean Energy, and Silicon Valley Clean Energy. CCCFA is a Joint Powers Authority which can help member CCAs save up to 10% or more on power purchase agreements, helping reduce costs for ratepayers and increase available funding for local programs.

CC Power – California Community Power – California Community Power is a Joint Powers Agency comprised of nine CCAs. CC Power allows its member CCAs to combine their buying power to procure new, cost-effective clean energy and reliability resources to continue advancing local and state climate goals.

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).

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.

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.

DER – Distributed Energy Resource – A small-scale unit of power generation 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.

eHub – SVCE's online customer resource center with the latest information on electric vehicles, home electrification, and solar and battery storage.

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.

FERC – Federal Energy Regulatory Commission – Independent federal agency that regulates the interstate transmission of electricity, natural gas and oil. The CAISO is subject to FERC jurisdiction.

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.

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.

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

IRA – Inflation Reduction Act

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.

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

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.

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.

MMT – Million Metric Tonnes – Common unit of measurement in regulatory and policy space for California's GHG emissions.

MAWG – Member Agency Working Group, a group of PIOs from SVCE's member communities that gather monthly

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

MWh – Megawatt-hour – measure of energy

NEM – Net Energy Metering – A program in which solar customers receive credit for excess electricity generated by solar panels. The main differences between NEM and FIT programs are the type of rate (flat vs. dependent on time-of-day generation), number of meters required (two vs. one), and flexibility (long-term contract vs. non-binding program enrollment).

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**PSPS – Public Safety Power Shutoff** – An event in which the IOUs purposely turn off segments of the grid due to high risk of ignition and wildfires.

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.

Power Content Label (PCL) – 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 (Statue of 2009) and Senate Bill 1305 (Statutes of 1997).

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

Prepay – payment in advance by a municipal utility for a number of years of contracted energy, and this prepayment with tax-exempt debt

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 to contribute their share of system reliability. Today LSEs must procure no less than 115% of the peak hour load. In 2023 and 2024, this will increase to 116% and 117% respectively. Beginning in 2025 a new RA program will be implemented requiring LSEs show capacity to meet their hourly reliability needs, the "PRM" adder is still undetermined.

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.

SB 100 – California Senate Bill 100 established a landmark policy requiring renewable energy and zero-carbon resources supply 100 percent of electric retail sales to end-use customers by 2045.

SMUD – Sacramento Municipality Utility District

SCE – Southern California Edison

SDG&E – San Diego Gas & Electric

TOB – Tariff On-bill – Tariff On-Bill Financing is a model in which utilities use a tariff to enable customers to pay back the cost of a solar panel without credit or income level conditions.

TOU – Time-of-Use 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.

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 energy supply made up of a collection of an aggregation of distributed energy resources (DERs), such as smart EV chargers, smart thermostats, building energy management systems, battery storage systems, solar PV and smart inverters.

24/7 – Goal of supplying consumer energy demand with 100% carbon-free energy at all hours of the day

Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, June 12, 2024
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Milpitas Police Department
1275 N. Milpitas Blvd
Milpitas, CA

2302 Zanker Road
San Jose, CA

TownePlace Suites Sacramento Rancho Cordova
11212 Point East Drive
Rancho Cordova, CA

2352 Middlefield Rd.
Markham, ON L3S 4T6
Canada

Villanueva 547
M5507 Lujan de Cuyo
Mendoza, Argentina

DRAFT MEETING MINUTES

Call to Order:
Chair Walia called the meeting to order at 7:01 p.m.

Roll Call
Present:
Tina Walia (Chair), Saratoga
George Tyson (Vice Chair), Los Altos Hills
Elliot Scozzola, Campbell
Sheila Mohan, Cupertino
Rebeca Armendariz, Gilroy (participated remotely)
Sally Meadows, Los Altos
Rob Rennie, Los Gatos
Evelyn Chua, Milpitas (participated remotely, arrived at 7:12 p.m.)
Bryan Mekechuk, Monte Sereno (participated remotely)
Tanya Carothers, Morgan Hill (participated through 8:50 p.m.)
Yvonne Martinez Beltran, Morgan Hill (arrived at 8:50 p.m.)
Pat Showalter, Mountain View (participated remotely, arrived at 7:05 p.m.)
Larry Klein, Sunnyvale
Otto Lee, Santa Clara County (participated remotely)

Absent:
None.

Public Comment on Matters Not Listed on the Agenda

John McKenna commented on a recent webinar, Code Red for Humanity: Clean Air, Healthy Bay Area held on May 9, 2024, which was recorded and is available on Acterra's website (acterra.org/advocacy/code-red), and spotlighted a document created by SPUR and their partners in the Bay Area Clean Coalition titled "A Toolbox for Transitioning to Zero-Pollution Equipment".

Chuck R. commented on CCA support for regional adoption of an alternative form of local municipalization, similar to San Jose, across the Silicon Valley Clean Energy service territory.

Following the Public Comment period on non-agendized items, Chair Walia announced Item 4) *Results of Stress Test Analyses*, and Item 5) *FY 24-25 Budget Framework*, would be heard before Item 3) *Consider Staff's Recommendation to Modify 2025 Clean Power Supply Offering for GreenStart* due to the content of the items; there were no objections from the Board.

Consent Calendar

Chair Walia opened Public Comment.

Mike Balma, Carbon Free Mountain View board member, commented on Item 1g) *Approve July 2024 Rates Update in Alignment with SVCE's 4% Budgeted Discount Rate for All Retail Rates* and the 4% discount for customers, noting SVCE may have gone too far in providing discounts if SVCE cannot afford to be clean anymore.

Chair Walia closed Public Comment.

1a) Approve Minutes of the May 8, 2024, Board of Directors Meeting

1b) Receive April 2024 Treasurer Report

1c) Authorize Payments Totaling $3,054,971 for the California Community Choice Association and $1,270,327 for California Community Power Membership Costs

1d) Authorize the Chief Executive Officer to Execute a Third Amendment to the Peninsula Clean Energy Cost Share Agreement to Extend the Term Through December 31, 2026 and Increase SVCE's Amount to $1,090,000 for Technical Support for the Reach Code Program

1e) Authorize the Chief Executive Officer to Negotiate and Execute a Memorandum of Agreement for an EPA Climate Pollution Reduction Grant

1f) Authorize the Chief Executive Officer to Amend Agreement with Power MC LLC to Increase the Not to Exceed Amount by $121,613 to $545,797 for Business Process Optimization Project Consulting Services

1g) Approve July 2024 Rates Update in Alignment with SVCE's 4% Budgeted Discount Rate for All Retail Rates

1h) Executive Committee Report

1i) Finance and Administration Committee Report

1j) California Community Power Report

1k) Additional Committee Reports

MOTION: Director Lee moved and Director Chua seconded the motion to approve the Consent Calendar, Items 1a through 1k.

The motion carried with Alternate Director Armendariz absent.

Regular Calendar

2) CEO Report (Informational)

CEO Monica Padilla reported the following:

1) Introductions of the following new employees, who provided brief welcome comments:
    a. Simon Steiner, Wholesale Energy Market Planner
    b. Colton Heath, Energy Trading Planner
    c. Rebecca Dawson, Decarbonization Data Analyst Intern
    d. Scott Wrigglesworth, Director of Risk Management and Analytics
2) Julianne Miller, Climate Corps Fellow, provided information on the SVCE Education Fund and the EmPower Silicon Valley student short-film competition. A winning submission video was shown;
3) SVCE received the Climate Bond Award with the California Community Choice Financing Authority (CCCFA) for Largest US Green Municipal Issuer of 2023; and
4) SVCE's participation in Climate Night with the San Jose Giants on 6/13/24.

Chair Walia opened Public Comment.
No speakers.
Chair Walia closed Public Comment.

Following the CEO Report, the Board heard Item 4) *Results of Stress Test Analyses*.

3) Consider Staff's Recommendation to Modify 2025 Clean Power Supply Offering for GreenStart (Action)

This item was considered following Item 5) *FY 24-25 Budget Framework.* Director Martinez Beltran arrived at 8:50 p.m. and switched places at the dais with Alternate Director Carothers to represent the City of Morgan Hill.

Chair Walia thanked the members of the public who submitted written comment on this item prior to the board meeting.

Kris Van Vactor, Director of Power Supply, presented the item with a request to support staff's recommendation to approve changes to SVCE's standard retail rate product, GreenStart, for 2025 as follows:
1. Relax the 100 percent clean target to reflect current portfolio clean position and market conditions; and
2. Authorize the Chief Executive Officer to procure nuclear, carbon-free, attributes.

The presentation included:
- Background on GHG reduction goals;
- SVCE product offerings for 2024;
- Board directive for 2024 procurement of carbon free resources;
- Continued challenges with carbon-free energy procurement for 2025;
- SVCE's total portfolio and incremental costs; and
- Options for GreenStart.

Staff responded to questions from the Board regarding carbon offsets and emissions reductions; the difficulty in procuring carbon free power and the potential cost to do so; confirmation from staff that if conditions were to change and there was an influx of carbon free resources and pricing became more reasonable, staff would pursue those resources; SVCE's GreenStart historical target; clarification that the clean target identified will be a floor while still trying to reach a 100% clean target; how SVCE compares to PG&E; and if an additional product could be developed that would be 100% clean.

Chair Walia opened Public Comment.
John S., Mountain View resident, commented his concerns about moving away from the 100% clean energy goal and his belief that SVCE should maintain that goal if the conditions allow it.

Mike Balma, Carbon Free Mountain View board member, agreed with John S.'s comments and voiced his concern that SVCE is sacrificing its value proposition if not meeting PG&E and maintaining a 100% clean energy target. Mr. Balma encouraged the SVCE Board of Directors to increase the budget to procure more carbon-free resources.

Chair Walia closed Public Comment.

Board members discussed staff's recommendation and provided comments on the proposed target goal, budget, and overall electrification.

Director Lee moved to accept staff's recommendation, with the following additions:

- SVCE would still maintain an aspirational goal of being 100% green;
- The 80% target goal identified is a minimum and SVCE would still target 85-90% short-term to allow us to maintain our reserve targets that are essential for the next several years, and
- Approve staff to procure nuclear, carbon-free, attributes.

Chair Walia reopened Public Comment.

Bruce N. commented on the quick data cycle, so people will know if an opportunity arises.

Chair Walia closed Public Comment.

Board members clarified with Director Lee and staff the minimum floor being referenced in the motion (the current position which is 80% but can change) and percentage that would be used for budgeting purposes (90%).

MOTION: Director Lee moved and Director Martinez Beltran seconded the motion to approve changes to Silicon Valley Clean Energy's (SVCE) standard retail rate product, GreenStart, for 2025 as follows:

1. **Relax the 100 percent clean target to reflect current portfolio clean position and market conditions with a minimum floor of SVCE's current position, and a short-term target of 85-90% with direction to staff to continue to work toward SVCE's 100% clean goal;**
2. **Authorize the Chief Executive Officer to procure nuclear, carbon-free attributes.**

The motion carried unanimously by verbal roll call vote.

Following this item, the Board heard Item 6) *Intro to 2025 Strategic Plan and Strategic Focus Areas*.

4) Results of Stress Test Analyses (Discussion)

This item was heard following the CEO Report.

Amrit Singh, CFO and Director of Finance and Administration, presented the findings of SVCE's stress test analyses. Highlights of the presentation included:

- A recap of the Energy Risk Management framework;
- Construction of the stress tests;
- Financial stress tests and implied reserve targets;
- Portfolio and Risk Management with load growth uncertainty; and
- Next steps

Staff responded to questions and comments from the Board including load and price uncertainty, prior stress tests and frequency, and energy prices and hedging.

Chair Walia opened Public Comment.
No speakers.
Chair Walia closed Public Comment.

5) FY 24-25 Budget Framework (Discussion)

CFO and Director of Finance and Administration Singh presented the framework for the FY24-25 budget for feedback. The main areas of discussion included:

- Revenue modeling, which was done with power charge indifference adjustment (PCIA) and PG&E generate rate uncertainty;
- Customer discount rate, additional funding for programs, and set aside for reserves;
- Power supply costs; and
- Other cost drivers

Staff noted the next steps would be to prepare the draft budget for the Finance and Administration Committee's review and bring to the Board of Directors in August. The adoption of the budget would occur in September.

Chair Walia opened Public Comment.
No speakers.
Chair Walia closed Public Comment.

Following this item, the Board considered Item 3) *Consider Staff's Recommendation to Modify 2025 Clean Power Supply Offering for GreenStart***.**

6) Intro to 2025 Strategic Plan and Strategic Focus Areas (Discussion)

This item was heard following Item 3) *Consider Staff's Recommendation to Modify 2025 Clean Power Supply Offering for GreenStart.* Director Mekechuk left the meeting at 9:51 p.m.

CEO Padilla presented the item on the 2025 Strategic Plan and Focus Areas, provided an overview of the process, reviewed the existing Strategic Focus Areas (SFAs), and highlighted progress on the next fiscal year SFAs. CEO Padilla presented a draft of the proposed SFAs for FY25 (in no particular order):

- Expand Clean & Reliable Grid Actions
- Expand Customer Base Interaction
- Accelerate Building Transportation and Electrification
- Attract and Retain Employees
- Affordability

Chair Walia opened Public Comment.
No speakers.
Chair Walia closed Public Comment.

7) Local Agency Action Planning (Informational)

Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy, provided a status update on the Bay Area Air Quality Management District rule, and agency readiness planning.

Chair Walia opened Public Comment.
No speakers.
Chair Walia closed Public Comment.

Board Member Announcements and Future Agenda Items
Director Klein invited all to a drone show for July 4, 2024 at Baylands Park in Sunnyvale.

Director Showalter announced the City of Mountain View Council Sustainability Committee met and concluded to support staff's recommendation to put in immediately a phase 1 pre-wiring requirement for all construction and will work with SVCE on what will be appropriate for next year as the building code cycle moves forward. Director Showalter shared an invite to a Technology Showcase on July 24, 2024 at the Civic Center Plaza.

Adjourn

Chair Walia adjourned the meeting at 10:04 p.m. in memory of Jesse Park, former SVCE employee.

ATTEST:

_____

Andrea Pizano, Board Secretary

Silicon Valley Clean Energy Authority
Board of Directors Special Meeting
Tuesday, June 25, 2024
10:00 am

Silicon Valley Clean Energy Office
333 W. El Camino Real, Suite 330
Sunnyvale, CA

10158 Cass Place
Cupertino, CA

Milpitas Police Department
1275 N. Milpitas Blvd
Milpitas, CA

DRAFT MEETING MINUTES

Call to Order:
Chair Walia called the meeting to order at 10:04 a.m.

Roll Call
Present:
Tina Walia (Chair), Saratoga
George Tyson (Vice Chair), Los Altos Hills
Elliot Scozzola, Campbell
Sheila Mohan, Cupertino (participated remotely, arrived during Closed Session)
Sally Meadows, Los Altos
Evelyn Chua, Milpitas (participated remotely)
Bryan Mekechuk, Monte Sereno
Pat Showalter, Mountain View
Larry Klein, Sunnyvale

Absent:
Zach Hilton, Gilroy
Rob Rennie, Los Gatos
Yvonne Martinez Beltran, Morgan Hill
Otto Lee, Santa Clara County

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

Public Comment on Closed Session
No speakers.

Closed Session
The Board of Directors convened to Closed Session at 10:06 a.m. Director Mohan arrived during the Closed Session item.

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(California Government Code Section 54956.9(d)(1))
Name of case: Central Coast Community Energy, a California joint powers authority; Silicon Valley Clean Energy Authority, a California joint powers authority v. Big Beau Solar, LLC, et al, Santa Clara County Superior Court Case No. 22CV398156

The Board of Directors returned from Closed Session at 11:10 a.m.

Report from Closed Session

Chair Walia announced the Board met in Closed Session and reached a consensus on the item. SVCE General Counsel, Michael Callahan, announced the Board authorized staff to appeal a ruling in the contract dispute between Central Coast Community Energy, Silicon Valley Clean Energy Authority, and Big Beau Solar, LLC in the case pending in Santa Clara County Superior Court Case No. 22CV398156.

Adjourn

Chair Walia adjourned the meeting at 11:11 a.m.

ATTEST:

_____
Andrea Pizano, Board Secretary

TREASURER REPORT

Fiscal Year to Date
As of June 30, 2024

(Preliminary & Unaudited)

Issue Date: August 14, 2024

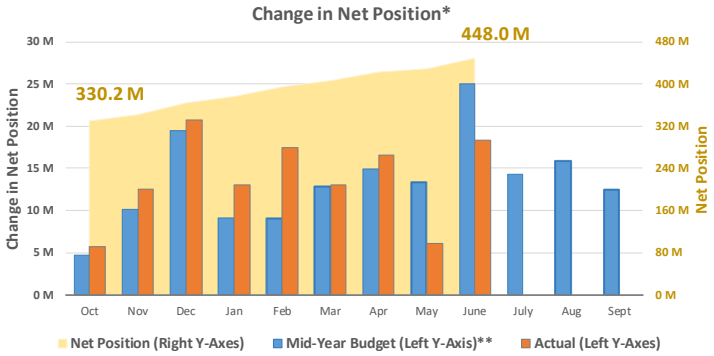
Table of Contents

	Page
Summary	2-3
Statement of Net Position	4
Statement of Revenues, Expenses & Changes in Net Position	5
Statement of Cash Flows	6-7
Actuals to Budget Report	8-11
Monthly Change in Net Position	12
Investments Report	13
Customer Accounts and Aging Report	14
Certificate of Compliance	15
SVCE Managed Account & Security Transactions	16-21

SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights* ($ in millions)
June 30, 2024

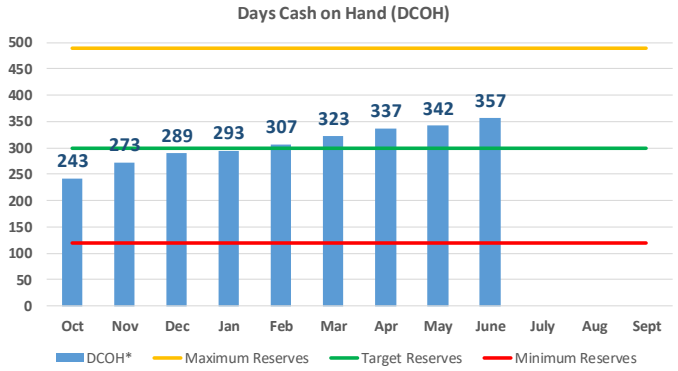
Balance Sheet Highlights:

> SVCE operations resulted in a change in net position of $18.3 million for the month of June and $123.4 million for fiscal-year-to-date (FYTD).*
> Total Net Position increased further to $448 million.
> SVCE is investing ~95% of available funds generating FYTD interest/dividend income of over $15.6 million.



*Does not yet recognize unspent program dollars

**For reconciliation purposes, budget numbers include actual program expenses and depreciation, excludes GASP 87 expenses.



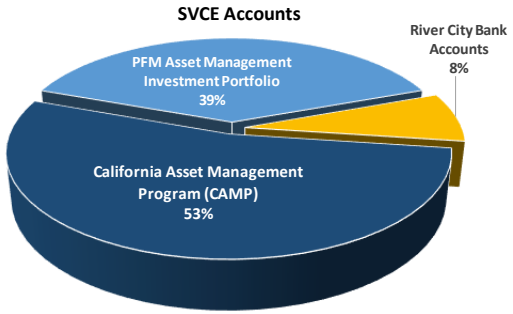
*Adjusted to reflect the Mid-Year Budget (approved in March 2024) revisions

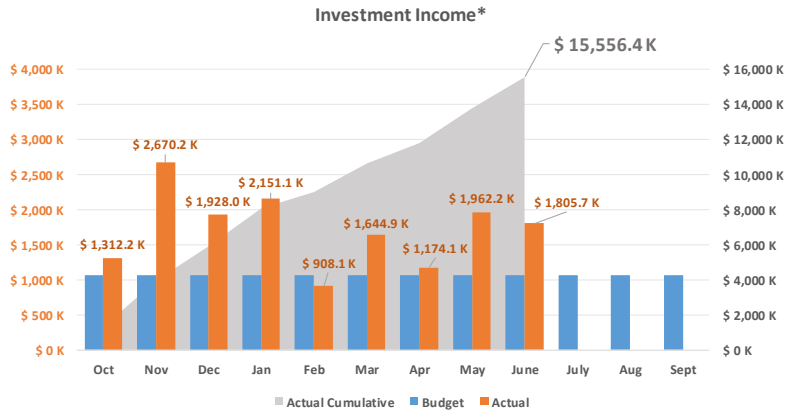
SVCE Yield-bearing Accounts:

Combined Ending Balance*	397.2 M
Total Interest/Div. Earned FYTD	15.6 M
Average Return On Investments	5.2%

* Includes River Bank accounts - Money Market, Collateral and ICS; CAMP; PFM Portfolio

** Average annualized Yield for the current month





*Includes investment income from SVCE Yield-bearing accounts plus interest on cash collateral

SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights** ($ in millions)
June 30, 2024

Summary of Actual Results vs. Adjusted Budget (includes allocated but unspent program dollars):

- **FYTD operating margin of $133.9 million or 35.7% is slightly below the Mid-Year budget expectations of 36.4% operating margin for the fiscal year to date.**
- **FYTD Power Supply costs are -1.06% below Mid-Year budget.**
- **Retail GWh sales for the month of June and FYTD landed 3.9% below and 0.3% above Mid-Year budget respectively.**

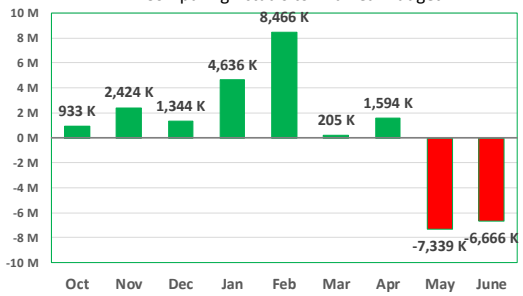
Variance Explanation:

October - December *- mainly reflects lower operating expenses and higher investment income as revenue and power supply cost were actualized during the Mid-Year budgeting.*

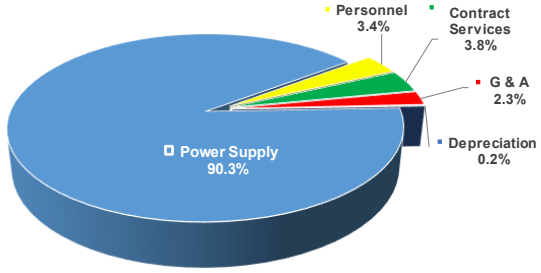
January - April *- customer demand/revenues slightly above SVCEs mid-year forecast, while lower power supply cost and other operating expenses combined with higher interest income elevated the net position.*

May - June *- Revenues were below SVCE's mid-year budget forecast, especially for June, due to weaker customer demand. Power supply expenses were significantly higher for the month of May because of lumpsum payments for renewable resource attribute costs, which in the budget are spread throughout all months of the fiscal year.*

Net Increase in Available Fund Balance
Comparing Actuals to Mid-Year Budget



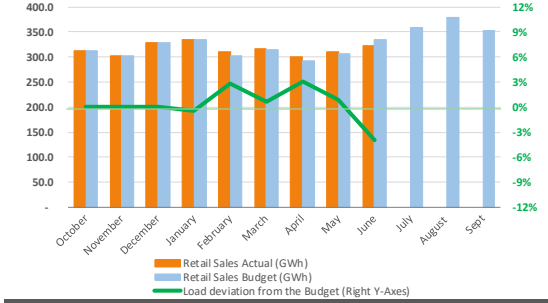
YTD Operating Expenses



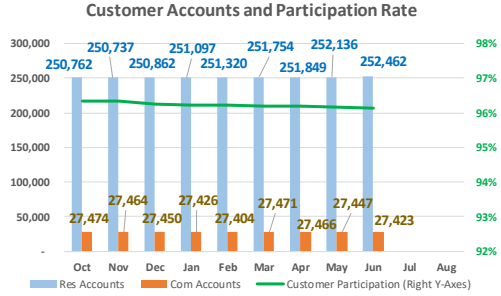
$ in millions	June Actual	June MY Budget	June % Dif	Fiscal YTD Actual	Fiscal YTD MY Budget	Fiscal YTD % Dif	Main Drivers:
Revenue	49.2 M	58.4 M	-15.8%	374.9 M	382.9 M	-2.1%	• *Primarily due to lower sales in June, a high margin month*
Power Supply Cost	29.5 M	30.8 M	-4.3%	240.9 M	243.5 M	-1.1%	• *Lower YTD costs due to decline in energy prices. Settlement timing increases offset by lower energy prices and CRR revenu*
Operating Margin	19.7 M	27.6 M	-28.8%	133.9 M	139.4 M	-3.9%	
Operating Expenses (ex Power)	2.3 M	2.8 M	-17.4%	19.4 M	23.8 M	-18.4%	• *Staffing vacancies, underrunning professional services, and lower marketing expenses*
Other Non-Op. Expen. (Income)	-1.9 M	-1.1 M	74.5%	39.1 M	45.8 M	-14.6%	• *Reflects higher Interest Income*
Net Increase in Available Fund Balance	19.2 M	25.9 M	-25.7%	75.4 M	69.8 M	8.0%	• *Reflects budgetary transfers to program and other funds*

Customer Load Statistics:

Retail Sales - Actual vs Budget (GWh)



Customer Accounts and Participation Rate



Total Accounts	**279,885**
Opt-Out Accounts (Month)	**40**
Opt-Out Accounts (FYTD)	**499**
Opt-Up Accounts (Month)	**(98)**
Opt-Up Accounts (FYTD)	**(200)**

Program Funds:

	Beginning Balance	End Balance	YTD Contributions	YTD Expenditures
General Program Fund	$ 56,617,120	$ 82,469,446	$ 31,062,000	$ 5,209,674
CRCR Fund*	$ 5,483,032	$ 8,516,905	$ 4,300,000	$ 1,956,377
Electrification Discount Fund	$ 9,446,460	$ 9,279,282	$ -	$ 167,178
Building Fund	$ -	$ 20,000,000	$ 20,000,000	$ -

** Customer Relief and Community Resilience Fund*

*** The financial results in this report are preliminary and subject to change pending closing of the books for the fiscal year. Any potential changes are not expected to be significant.*

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF NET POSITION
As of June 30, 2024

ASSETS	
Current Assets	
Cash & Cash Equivalents	$ 272,941,160
Accounts Receivable, net of allowance	41,021,362
Investments	49,521,398
Accrued Revenue	36,086,301
Other Receivables	7,045,935
Prepaid Expenses	1,023,913
Deposits	3,032,374
Restricted cash	166,647
Total Current Assets	**410,839,090**
Noncurrent assets	
Capital assets, net of depreciation	406,972
Investments	111,657,481
Lease asset, net of amortization	481,500
Deposits	45,130
Total Noncurrent Assets	**112,591,083**
Total Assets	**523,430,173**
LIABILITIES	
Current Liabilities	
Accounts Payable	1,764,769
Accrued Cost of Electricity	44,829,115
Other accrued liabilities	1,541,088
User Taxes and Energy Surcharges due to other gov'ts	1,337,886
Supplier security deposits	375,000
Lease liability	533,768
Total Current Liabilities	**50,381,626**
Noncurrent Liabilities	
Supplier security deposits	25,053,125
Total noncurrent liabilities	**25,053,125**
Total Liabilities	**75,434,751**
NET POSITION	
Net investment in capital assets	354,704
Restricted for security collateral	166,647
Unrestricted (deficit)	447,474,071
Total Net Position	**$ 447,995,422**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2023 through June 30, 2024

OPERATING REVENUES	
Electricity Sales, Net	$371,759,643
GreenPrime electricity premium	1,774,858
Liquidated damages	1,291,500
Other income	26,290
TOTAL OPERATING REVENUES	**374,852,291**
OPERATING EXPENSES	
Cost of Electricity	240,949,584
Contract services	10,076,154
Staff compensation and benefits	9,204,741
Other operating expenses	6,226,824
Depreciation	478,297
TOTAL OPERATING EXPENSES	**266,935,600**
OPERATING INCOME(LOSS)	**107,916,691**
NONOPERATING REVENUES (EXPENSES)	
Interest Income	15,556,394
Financing costs	(13,478)
TOTAL NONOPERATING REVENUES (EXPENSES)	**15,542,916**
CHANGE IN NET POSITION	123,459,607
Net Position at beginning of period	324,535,815
Net Position at end of period	**$447,995,422**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2023 through June 30, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 383,015,320
Receipts of liquidated damages	$ 1,216,500
Receipts of security deposits	32,260,840
Other operating receipts	15,290
Payments to suppliers for electricity	(284,073,516)
Payments of security deposits	(720,000)
Payments for other goods and services	(17,163,470)
Payments for staff compensation and benefits	(9,368,524)
Tax and surcharge payments to other governments	(6,655,880)
Net cash provided (used) by operating activities	**98,526,560**
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Finance costs paid	(13,478)
Net cash provided (used) by financing activities	**(13,478)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments of lease liability	(389,115)
Acquisition of capital assets	(117,910)
Net cash provided (used) by capital and related financing activities	**(507,025)**
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of investments	(114,209,434)
Proceeds from investment sales	43,343,365
Investment income received	15,273,314
Net cash provided (used) by investing activities	**(55,592,755)**
Net change in cash and cash equivalents	42,413,302
Cash and cash equivalents at beginning of year	230,694,505
Cash and cash equivalents at end of period	**$ 273,107,807**
Reconciliation to the Statement of Net Position	
Cash and cash equivalents (unrestricted)	$ 272,941,160
Restricted cash	166,647
Cash and cash equivalents	**$ 273,107,807**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)
October 1, 2023 through June 30, 2024

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

Operating Income (loss)	$ 107,916,691
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	478,297
(Increase) decrease in accounts receivable	8,868,031
(Increase) decrease in other receivables	(1,528,370)
(Increase) decrease in accrued revenue	(5,654,179)
(Increase) decrease in prepaid expenses	329,264
(Increase) decrease in current deposits	22,570,105
Increase (decrease) in accounts payable	(1,082,469)
Increase (decrease) in accrued cost of electricity	(33,811,063)
Increase (decrease) in accrued liabilities	266,646
Increase (decrease) in energy settlements payable	35,646
Increase (decrease) in taxes and surcharges due to other governments	(388,914)
Increase (decrease) in supplier security deposits	526,875
Net cash provided (used) by operating activities	**$ 98,526,560**

SILICON VALLEY CLEAN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through June 30, 2024

	FYTD	FYTD	Variance		FY 2023-24	FY 2023-24
OPERATING REVENUES	**Actual**	**Mid-Year Budget**	**$**	**%**	**Mid-Year Budget**	**Remaining Budget**
Energy Sales	$371,759,643	$381,533,831	-$9,774,188	-2.6%	$550,852,000	$179,092,357
Green Prime Premium	1,774,858	1,354,111	$420,747	31.1%	1,962,000	187,142
Other Income	1,317,790	37,500	1,280,290	3414.1%	50,000	(1,267,790)
TOTAL OPERATING REVENUES	**374,852,291**	**382,925,442**	**(8,073,151)**	**-2.1%**	**552,864,000**	**178,011,709**
ENERGY EXPENSES						
Power Supply	240,949,584	243,542,368	(2,592,784)	-1%	365,617,000	124,667,416
Operating Margin	**133,902,707**	**139,383,074**	**(5,480,367)**	**-4%**	**187,247,000**	**53,344,293**
OPERATING EXPENSES						
Data Management	2,365,697	2,559,375	(193,678)	-8%	3,413,000	1,047,303
PG&E Fees	895,875	1,102,500	(206,625)	-19%	1,470,000	574,125
Salaries & Benefits	9,204,741	10,829,204	(1,624,463)	-15%	14,818,000	5,613,259
Professional Services	3,776,291	6,157,856	(2,381,565)	-39%	8,210,000	4,433,709
Marketing & Promotions	659,259	937,125	(277,866)	-30%	1,250,000	590,741
Notifications	142,558	236,250	(93,692)	-40%	315,000	172,442
Lease	399,005	413,438	(14,433)	-3%	551,000	151,995
General & Administrative	1,977,607	1,568,464	409,143	26%	2,091,000	113,393
TOTAL OPERATING EXPENSES	**19,421,033**	**23,804,212**	**(4,383,179)**	**-18%**	**32,118,000**	**12,696,967**
OPERATING INCOME/(LOSS)	**114,481,674**	**115,578,862**	**(1,097,188)**	**-1%**	**155,129,000**	**40,647,326**
NON-OPERATING REVENUES						
Investment Income	15,556,394	9,650,450	5,905,944	61%	12,867,000	(2,689,394)
TOTAL NON-OPERATING REVENUES	**15,556,394**	**9,650,450**	**5,905,944**	**61%**	**12,867,000**	**(2,689,394)**
NON-OPERATING EXPENSES						
Financing	1,816	2,250	(434)	-19%	3,000	1,184
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	107,404	37,500	69,904	186%	50,000	(57,404)
Transfer to Programs Fund	28,874,000	28,874,000	-	0%	28,874,000	-
Nuclear Allocation	2,188,000	2,188,000	-	0%	2,188,000	-
Transfer to Building Fund	20,000,000	20,000,000	-		20,000,000	-
Transfer to CRCR Fund	4,300,000	4,300,000	-	0%	4,300,000	-
Transfer from Electrification Discount Fund	(167,178)	-	(167,178)	n/a	-	167,178
Transfer from CRCR Fund - customer bill relief	(690,250)	-	(690,250)	n/a	-	690,250
TOTAL OTHER USES	**54,611,976**	**55,399,500**	**(787,524)**	**-1%**	**55,412,000**	**800,024**
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	**$75,424,276**	**$69,827,562**	**$5,596,714**	**8%**	**$112,581,000**	

SILICON VALLEY CLEAN ENERGY AUTHORITY
GENERAL PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through June 30, 2024

REVENUE & OTHER SOURCES:	MY BUDGET	ACTUAL	MY BUDGET REMAINING	ACTUAL/ MID-YEAR BUDGET
Transfers in - General Programs	$ 28,874,000	$ 28,874,000	$ -	100.0%
Transfers in - Nuclear Allocation	$ 2,188,000	$ 2,188,000	$ -	100.0%
Total	$ 31,062,000	$ 31,062,000	$ -	
EXPENDITURES & OTHER USES:				
Program expenditures*	27,099,994	5,209,674	21,890,320	19.2%
Net increase (decrease) in fund balance	**$ 3,962,006**	**$25,852,326**		
Fund balance at beginning of period		56,617,120		
Fund balance at end of period		$82,469,446		

CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE*
October 1, 2023 through June 30, 2024

REVENUE & OTHER SOURCES:	MY BUDGET	ACTUAL	MY BUDGET REMAINING	ACTUAL/ MID-YEAR BUDGET
Transfer from Operating Fund	$ 4,300,000	$ 4,300,000	$ -	100.0%
EXPENDITURES & OTHER USES:				
Customer bill relief credit	4,300,000	690,250	3,609,750	16.1%
Other program expenditures	3,535,082	1,266,127	2,268,955	35.8%
Total Program expenditures	7,835,082	1,956,377	5,878,705	
Net increase (decrease) in fund balance	**$ (3,535,082)**	**3,033,873**		
Fund balance at beginning of period		5,483,032		
Fund balance at end of period		$8,516,905		

ELECTRIFICATION DISCOUNT FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through June 30, 2024

REVENUE & OTHER SOURCES:	**MY BUDGET**	**ACTUAL**	**MY BUDGET REMAINING**	**ACTUAL/ MID-YEAR BUDGET**
Transfer from Operating Fund *	$ -	$ -	$ -	n/a
EXPENDITURES & OTHER USES:				
Program expenditures *	600,000	167,178	432,822	27.9%
Net increase (decrease) in fund balance	**$ (600,000)**	**(167,178)**		
Fund balance at beginning of period		9,446,460		
Fund balance at end of period		$9,279,282		

BUILDING FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through June 30, 2024

REVENUE & OTHER SOURCES:	**MY BUDGET**	**ACTUAL**	**MY BUDGET REMAINING**	**ACTUAL/ MID-YEAR BUDGET**
Transfer from Operating Fund *	$ 20,000,000.00	$ 20,000,000.00	$ -	100.0%
EXPENDITURES & OTHER USES:				
Program expenditures *	-	-	-	
Net increase (decrease) in fund balance	**$ 20,000,000**	**20,000,000**		
Fund balance at beginning of period		-		
Fund balance at end of period		$20,000,000		

SILICON VALLEY CLEAN ENERGY AUTHORITY

OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2023 through June 30, 2024

Net Increase (decrease) in available fund balance per budgetary comparison schedule	$ 75,424,276
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position	
Subtract depreciation expense	(478,297)
Subract program expense not in operating budget	(6,475,801)
Add back GASB 87 expenses not in operating budget	377,453
Add back transfer to Program fund	54,504,572
Add back capital asset acquisition	107,404
Change in Net Position	**123,459,607**

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2023 through June 30, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	YTD
OPERATING REVENUES													
Electricity sales, net	$ 37,692,603	$ 39,705,552	$ 41,967,181	$ 47,091,508	$ 43,545,848	$ 39,786,031	$ 36,600,812	$ 37,644,401	$ 47,725,707				$ 371,759,643
Green electricity premium	136,391	$ 117,438	$ 130,927	$ 144,552	$ 123,168	$ 345,167	$ 260,986	$ 282,540	$ 233,689				1,774,858
Liquidated damages	-	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,216,500				1,291,500
Other Income	2,500	$ 4,974	$ 5,850	$ 5,050	$ 2,316	$ 2,500	$ 475	$ -	$ 2,625				26,290
Total operating revenues	37,831,494	39,902,964	42,103,958	47,241,110	43,671,332	40,133,698	36,862,273	37,926,941	49,178,521	-	-	-	374,852,291
OPERATING EXPENSES													
Cost of electricity	31,160,273	$ 27,896,672	$ 20,303,980	$ 32,910,813	$ 24,261,713	$ 25,544,019	$ 18,409,487	$ 30,949,780	$ 29,512,847				240,949,584
Staff compensation and benefits	910,013	$ 913,400	$ 1,028,282	$ 1,060,468	$ 1,036,242	$ 1,062,728	$ 1,080,587	$ 1,100,405	$ 1,012,616				9,204,741
Data manager	253,895	$ 253,378	$ 253,607	$ 266,090	$ 266,560	$ 267,462	$ 267,463	$ 268,287	$ 268,955				2,365,697
Service fees - PG&E	98,425	$ 98,101	$ 104,757	$ 98,337	$ 98,296	$ 98,780	$ 98,791	$ 102,388	$ 98,000				895,875
Consultants and other professional fees	541,215	$ 504,693	$ 660,992	$ 742,608	$ 791,882	$ 871,701	$ 921,168	$ 721,975	$ 1,058,348				6,814,582
Other operating expenses	420,848	$ 324,106	$ 862,366	$ 1,239,599	$ 611,097	$ 817,661	$ 646,109	$ 605,490	$ 699,548				6,226,824
Depreciation	49,996	$ 56,455	$ 54,023	$ 52,427	$ 52,426	$ 52,839	$ 53,377	$ 53,377	$ 53,377				478,297
Total operating expenses	33,434,665	30,046,805	23,268,007	36,370,342	27,118,216	28,715,190	21,476,982	33,801,702	32,703,691	-	-	-	266,935,600
Operating income (loss)	4,396,829	9,856,159	18,835,951	10,870,768	16,553,116	11,418,508	15,385,291	4,125,239	16,474,830	-	-	-	107,916,691
NONOPERATING REVENUES (EXPENSES)													
Grant income	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				-
Interest income	1,312,249	$ 2,670,244	$ 1,927,958	$ 2,151,056	$ 908,057	$ 1,644,880	$ 1,174,083	$ 1,962,201	$ 1,805,666				15,556,394
Financing costs	(6,183)	$ (10,369)	$ (8,950)	$ (9,232)	$ (9,082)	$ (8,625)	$ (9,051)	$ (8,763)	$ 56,777				(13,478)
Total nonoperating revenues (expenses)	1,306,066	2,659,875	1,919,008	2,141,824	898,975	1,636,255	1,165,032	1,953,438	1,862,443	-	-	-	15,542,916
CHANGE IN NET POSITION	**$ 5,702,895**	**$ 12,516,034**	**$ 20,754,959**	**$ 13,012,592**	**$ 17,452,091**	**$ 13,054,763**	**$ 16,550,323**	**$ 6,078,677**	**$ 18,337,273**	**$ -**	**$ -**	**$ -**	**$ 123,459,607**

SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2023 through June 30, 2024

Ending Balance of SVCE Accounts:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 22,348,341	$ 32,458,101	$ 46,012,498	$ 22,314,142	$ 21,721,762	$ 26,843,555	$ 20,470,195	$ 22,637,918	$ 32,651,475	$ -	$ -	$ -
California Asset Management Program (CAMP)	$ 196,558,074	$ 184,428,757	$ 199,405,498	$ 232,403,050	$ 244,368,016	$ 261,500,705	$ 283,674,580	$ 240,821,584	$ 226,868,993	$ -	$ -	$ -
PFM Asset Management Investment Portfolio	$ 111,782,205	$ 112,312,183	$ 113,008,833	$ 113,738,828	$ 114,457,217	$ 114,334,972	$ 113,948,378	$ 165,446,465	$ 165,466,374	$ -	$ -	$ -
Total Ending Balance	**$ 330,688,620**	**$ 329,199,041**	**$ 358,426,829**	**$ 368,456,021**	**$ 380,546,996**	**$ 402,679,232**	**$ 418,093,153**	**$ 428,905,967**	**$ 424,986,842**	**$ -**	**$ -**	**$ -**

Return On Investments:

Annual % Yield	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	3.47%	3.58%	3.73%	3.90%	3.91%	4.05%	4.18%	4.23%	4.18%			
California Asset Management Program (CAMP)	5.56%	5.58%	5.55%	5.54%	5.50%	5.48%	5.44%	5.43%	5.43%			
PFM Asset Management Investment Portfolio	5.41%	5.42%	5.40%	5.31%	5.28%	5.24%	5.23%	5.19%	5.16%			
Average Return On Investments:	**5.37%**	**5.33%**	**5.27%**	**5.37%**	**5.34%**	**5.32%**	**5.32%**	**5.27%**	**5.23%**			

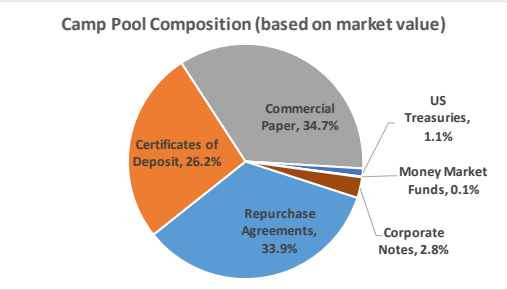
Interest Earned	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 9,534	$ 9,534	$ 11,867	$ 17,766	$ 6,667	$ 11,034	$ 12,990	$ 10,887	$ 5,199	$ -	$ -	$ -
California Asset Management Program (CAMP)	$ 830,321	$ 870,683	$ 976,741	$ 997,552	$ 964,966	$ 1,132,689	$ 1,173,875	$ 1,147,004	$ 1,047,409	$ -	$ -	$ -
PFM Asset Management Investment Portfolio *	$ 1,112,927	$ 529,978	$ 696,650	$ 729,995	$ 718,389	$ (122,245)	$ (386,594)	$ 1,498,087	$ 19,909	$ -	$ -	$ -
Total Interest and Investment Gains	**$ 1,952,782**	**$ 1,410,195**	**$ 1,685,258**	**$ 1,745,313**	**$ 1,690,022**	**$ 1,021,478**	**$ 800,270**	**$ 2,655,978**	**$ 1,072,517**			

* Includes change in current market value, unsettled trades and accrued interest

CAMP Portfolio Statistics

As of June 30, 2024

Beginning of the Month Market Value	$ 240,821,584
Ending of The Month Market Value	$ 226,868,993
Yield at Market	5.43%
Weighted Average Maturity (days)	38

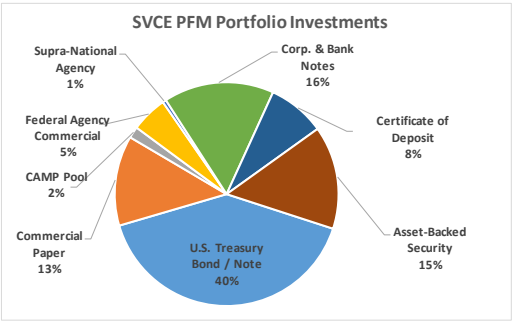


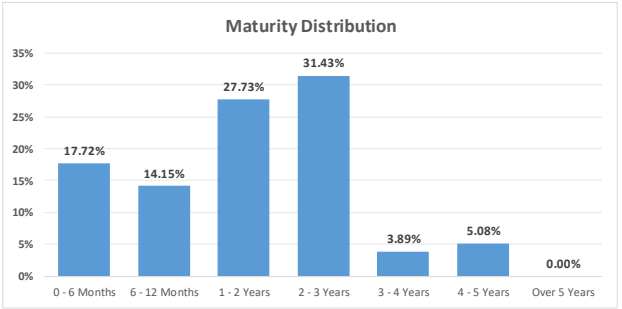
PFM Portfolio Statistics

As of June 30, 2024

Portfolio Par Value	$ 165,256,025
Portfolio Market Value (incl. Accrued Interest)	$ 165,466,374
Yield at Cost	5.16%
Yield at Market	5.13%
Benchmark Yield*	4.89%
Portfolio Effective Duration (years)	1.41
Weighted Average Maturity (days)	637

*ICE BofA 0-3 Year U.S. Treasury Index





SVCE Investment Policy:
https://svcleanenergy.org/wp-content/uploads/2018/10/FP-08_Investments-Policy-F.pdf

SILICON VALLEY CLEAN ENERGY AUTHORITY
RETAIL SALES, CUSTOMER ACCOUNTS AND AGING REPORT

	October	November	December	January	February	March	April	May	June	July	August	Sept	YTD
Retail Sales Actual (GWh)	**312.6**	**302.5**	**327.8**	**334.1**	**310.1**	**317.0**	**300.6**	**309.8**	**321.5**				**2,836**
Retail Sales Budget (GWh)	**312.6**	**302.5**	**327.8**	**335.5**	**301.7**	**315.1**	**291.9**	**307.2**	**334.6**	**359.8**	**378.7**	**353.2**	**2,829**
Load deviation from the Budget	*0.0%*	*0.0%*	*0.0%*	*-0.4%*	*2.8%*	*0.6%*	*3.0%*	*0.9%*	*-3.9%*				***0.3%***
Customer Participation Rate Res	96.3%	96.3%	96.2%	96.2%	96.2%	96.2%	96.1%	96.1%	96.1%				
Customer Participation Rate Com	96.8%	96.7%	96.6%	96.6%	96.6%	96.6%	96.6%	96.6%	96.5%				
Total Accounts	278,236	278,201	278,312	278,523	278,724	279,225	279,315	279,583	279,885				**279,885**
Opt-Out Accounts	56	29	51	73	102	49	73	26	40				**499**
Opt-Up Accounts	-18	-6	-5	-25	-11	-8	-27	-2	-98				**-200**

Age Summary (as of 7/1/2024)

<30 days	$36,653,760
<60 days	$1,559,823
<90 days	$947,706
<120 days	$634,792
Older	$3,366,470

Accounts Receivable Days

28 Days

$43,162,550

TOTAL DUE

Bad Debt % (*Budget*)

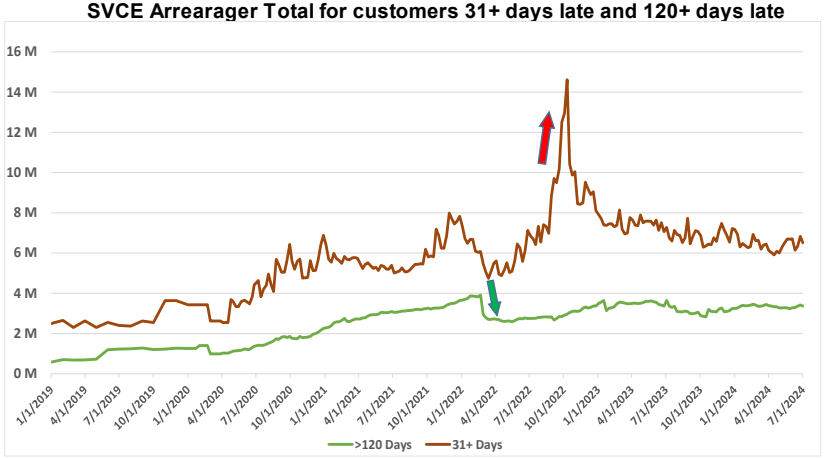
0.75%

Bad Debt % (Actual)

June 2024 FYTD

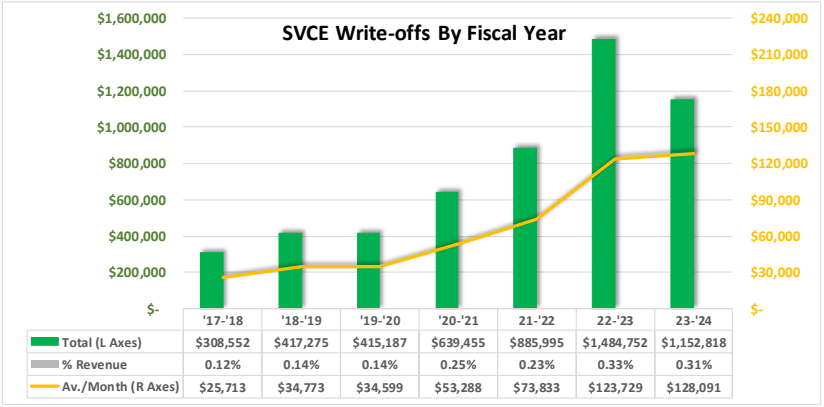
0.31%

SVCE Arrearager Total for customers 31+ days late and 120+ days late



	Date	Amount
High	11/29/2021	$7.99M
Low	4/17/2020	$2.54M
Current	7/31/2023	$6.5 M

- Green arrow indicates receipt of $1.3M in Federal CAPP funds.
- An additional $717K in CAPP funding provided in Winter 2023.
- Growth at red arrow indicates short-term PG&E billing-hold issue in Fall 2022 that was quickly resolved.



Certificate of Compliance

During the reporting period for the month ended June 30, 2024 the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
05/29/24	06/03/24	USAA CAPITAL CORP CORPORATE NOTES DTD 06/03/2024 5.250% 06/01/2027	90327QD97	715,000.00	(712,933.65)	0.00	(712,933.65)			
06/03/24	06/11/24	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/11/2024 5.087% 06/11/2027	63253QAJ3	455,000.00	(455,000.00)	0.00	(455,000.00)			
06/04/24	06/11/24	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7	715,000.00	(714,891.39)	0.00	(714,891.39)			
06/06/24	06/13/24	BACCT 2024-A1 A DTD 06/13/2024 5.250% 05/15/2029	05522RDJ4	1,030,000.00	(1,029,942.22)	0.00	(1,029,942.22)			
06/12/24	06/13/24	US TREASURY NOTES DTD 09/15/2023 4.625% 09/15/2026	91282CHY0	1,000,000.00	(997,460.94)	(11,311.14)	(1,008,772.08)			
06/12/24	06/13/24	US TREASURY N/B NOTES DTD 11/30/2023 4.875% 11/30/2025	91282CJL6	2,000,000.00	(1,996,484.38)	(3,463.11)	(1,999,947.49)			
06/12/24	06/13/24	US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	1,000,000.00	(997,109.38)	(3,546.20)	(1,000,655.58)			
06/12/24	06/13/24	US TREASURY N/B NOTES DTD 04/30/2024 4.875% 04/30/2026	91282CKK6	3,000,000.00	(3,001,054.69)	(17,486.41)	(3,018,541.10)			
06/14/24	06/17/24	AMAZON.COM INC COPR NOTES (CALLABLE) DTD 06/06/2018 3.150% 08/22/2027	023135BC9	600,000.00	(570,852.00)	(6,037.50)	(576,889.50)			
06/17/24	06/21/24	FHMS K068 A2 DTD 10/27/2017 3.244% 08/01/2027	3137FBBX3	850,000.00	(810,886.72)	(1,531.89)	(812,418.61)			
06/17/24	06/21/24	FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027	3137FBU79	750,000.00	(713,730.47)	(1,327.92)	(715,058.39)			
06/17/24	06/25/24	HOME DEPOT INC CORPORATE NOTES DTD 06/25/2024 5.100% 12/24/2025	437076CX8	1,000,000.00	(999,160.00)	0.00	(999,160.00)			
06/18/24	06/24/24	FORDO 2024-B A2A DTD 06/24/2024 5.400% 04/15/2027	34531QAB5	1,650,000.00	(1,649,876.58)	0.00	(1,649,876.58)			
06/18/24	06/25/24	KCOT 2024-2A A2 DTD 06/25/2024 5.600% 04/15/2027	50117DAB2	300,000.00	(299,965.92)	0.00	(299,965.92)			
06/20/24	06/20/24	CISCO SYSTEMS INC COMM PAPER DTD 06/20/2024 0.000% 10/16/2024	17277AKG1	3,250,000.00	(3,193,327.22)	0.00	(3,193,327.22)			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
06/20/24	06/27/24	CHAOT 2024-3A A2 DTD 06/27/2024 5.900% 09/27/2027	16144LAB2	810,000.00	(809,993.03)	0.00	(809,993.03)			
06/27/24	06/28/24	ING (US) FUNDING LLC COMM PAPER DTD 06/12/2024 0.000% 10/15/2024	45685QKF5	3,000,000.00	(2,951,313.33)	0.00	(2,951,313.33)			
06/28/24	06/28/24	US TREASURY NOTES DTD 08/31/2023 5.000% 08/31/2025	91282CHV6	1,000,000.00	(999,375.00)	(16,304.35)	(1,015,679.35)			
06/28/24	06/28/24	US TREASURY NOTES DTD 10/15/2023 4.625% 10/15/2026	91282CJC6	3,000,000.00	(2,998,007.81)	(28,053.28)	(3,026,061.09)			
Transaction Type Sub-Total				**26,125,000.00**	**(25,901,364.73)**	**(89,061.80)**	**(25,990,426.53)**			
INTEREST										
06/01/24	06/25/24	FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,100,000.00	0.00	2,516.25	2,516.25			
06/01/24	06/25/24	FHMS K065 A1 DTD 07/24/2017 2.864% 10/01/2026	3137F1G36	675,469.54	0.00	1,612.12	1,612.12			
06/01/24	06/25/24	FHMS K039 A2 DTD 09/01/2014 3.303% 07/01/2024	3137BDCW4	565,604.25	0.00	1,556.83	1,556.83			
06/01/24	06/25/24	FHMS K058 A1 DTD 11/09/2016 2.340% 07/01/2026	3137BSP64	428,210.05	0.00	835.01	835.01			
06/01/24	06/25/24	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	535,634.94	0.00	1,673.86	1,673.86			
06/01/24	06/25/24	FHMS K059 A2 DTD 11/29/2016 3.120% 09/01/2026	3137BSRE5	700,000.00	0.00	1,820.00	1,820.00			
06/01/24	06/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	750,000.00	0.00	1,426.25	1,426.25			
06/01/24	06/25/24	FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	1,175,000.00	0.00	2,516.46	2,516.46			
06/01/24	06/25/24	FNA 2015-M11 A2 DTD 07/30/2015 2.944% 04/01/2025	3136APSZ6	648,921.14	0.00	1,591.83	1,591.83			
06/01/24	06/25/24	FHMS K729 A2 DTD 01/01/2020 2.525% 10/01/2026	3137FQXJ7	1,050,000.00	0.00	2,209.37	2,209.37			
06/08/24	06/08/24	CCCIT 2023-A1 A1 DTD 12/11/2023 5.230% 12/08/2027	17305EGW9	245,000.00	0.00	6,299.97	6,299.97			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/08/24	06/08/24	JP MORGAN CORP NOTES (CALLABLE) DTD 12/08/2023 5.110% 12/08/2026	48125LRU8	600,000.00	0.00	15,330.00	15,330.00			
06/09/24	06/09/24	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	500,000.00	0.00	8,750.00	8,750.00			
06/10/24	06/10/24	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/10/2024 4.750% 12/10/2025	63253QAF1	400,000.00	0.00	7,916.67	7,916.67			
06/14/24	06/14/24	VISA INC (CALLABLE) CORP NOTES DTD 12/14/2015 3.150% 12/14/2025	92826CAD4	1,000,000.00	0.00	15,750.00	15,750.00			
06/15/24	06/15/24	NAROT 2024-A A2A DTD 05/22/2024 5.470% 12/15/2026	65479UAB4	660,000.00	0.00	2,306.52	2,306.52			
06/15/24	06/15/24	HAROT 2024-1 A2 DTD 02/21/2024 5.360% 09/15/2026	437918AB1	1,100,000.00	0.00	4,913.33	4,913.33			
06/15/24	06/15/24	MBART 2023-2 A2 DTD 10/25/2023 5.920% 11/16/2026	58769FAB1	292,957.27	0.00	1,445.26	1,445.26			
06/15/24	06/15/24	WOART 2024-A A2A DTD 02/14/2024 5.050% 04/15/2027	98164RAB2	365,000.00	0.00	1,536.04	1,536.04			
06/15/24	06/15/24	BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1	840,000.00	0.00	4,018.00	4,018.00			
06/15/24	06/15/24	US TREASURY NOTES DTD 12/15/2022 4.000% 12/15/2025	91282CGA3	2,500,000.00	0.00	50,000.00	50,000.00			
06/15/24	06/15/24	WOART 2024-B A2A DTD 05/22/2024 5.480% 09/15/2027	98164HAB4	425,000.00	0.00	1,487.97	1,487.97			
06/15/24	06/15/24	WOART 2023-D A2A DTD 11/08/2023 5.910% 02/16/2027	98164DAB3	345,600.43	0.00	1,702.08	1,702.08			
06/15/24	06/15/24	HART 2023-C A2A DTD 11/13/2023 5.800% 01/15/2027	44918CAB8	633,145.13	0.00	3,060.20	3,060.20			
06/15/24	06/15/24	HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9	935,000.00	0.00	4,433.46	4,433.46			
06/15/24	06/15/24	FORDO 2024-A A2A DTD 03/19/2024 5.320% 01/15/2027	34535EAB8	410,000.00	0.00	1,817.67	1,817.67			
06/15/24	06/15/24	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	500,000.00	0.00	2,275.00	2,275.00			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/15/24	06/15/24	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6	125,000.00	0.00	427.26	427.26			
06/15/24	06/15/24	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	240,000.00	0.00	1,108.00	1,108.00			
06/15/24	06/15/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	695,000.00	0.00	2,664.17	2,664.17			
06/15/24	06/15/24	COPAR 2023-2 A2A DTD 10/11/2023 5.910% 10/15/2026	14044EAB4	964,896.71	0.00	4,752.12	4,752.12			
06/15/24	06/15/24	WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3	925,000.00	0.00	3,807.92	3,807.92			
06/15/24	06/15/24	ALLYA 2024-1 A3 DTD 03/13/2024 5.080% 12/01/2028	02008FAC8	385,000.00	0.00	1,629.83	1,629.83			
06/15/24	06/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	805,000.00	0.00	3,461.50	3,461.50			
06/15/24	06/15/24	TAOT 2024-B A2A DTD 04/30/2024 5.410% 03/15/2027	89237NAB3	615,000.00	0.00	2,772.62	2,772.62			
06/15/24	06/15/24	TAOT 2024-A A3 DTD 01/30/2024 4.830% 10/16/2028	89238DAD0	335,000.00	0.00	1,348.38	1,348.38			
06/15/24	06/15/24	KCOT 2024-1A A2 DTD 02/21/2024 5.390% 01/15/2027	50117BAB6	830,000.00	0.00	3,728.08	3,728.08			
06/15/24	06/15/24	AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	825,000.00	0.00	3,595.62	3,595.62			
06/15/24	06/15/24	AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2	715,000.00	0.00	3,116.21	3,116.21			
06/15/24	06/15/24	FORDO 2023-C A3 DTD 11/21/2023 5.530% 09/15/2028	344940AD3	340,000.00	0.00	1,566.83	1,566.83			
06/15/24	06/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	550,000.00	0.00	2,470.42	2,470.42			
06/15/24	06/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	529,302.29	0.00	1,539.39	1,539.39			
06/15/24	06/15/24	NAROT 2023-B A2A DTD 10/25/2023 5.950% 05/15/2026	65480MAB9	925,000.00	0.00	4,586.46	4,586.46			
06/15/24	06/15/24	BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	355,000.00	0.00	1,473.25	1,473.25			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
06/16/24	06/16/24	GMCAR 2024-2 A2A DTD 04/10/2024 5.330% 03/16/2027	379931AB4	265,000.00	0.00	1,177.04	1,177.04			
06/16/24	06/16/24	GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2	470,000.00	0.00	2,263.83	2,263.83			
06/16/24	06/16/24	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	110,000.00	0.00	444.58	444.58			
06/20/24	06/20/24	VALET 2023-2 A2A DTD 11/21/2023 5.720% 03/22/2027	92867YAB0	510,113.74	0.00	2,431.54	2,431.54			
06/21/24	06/21/24	HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	195,000.00	0.00	921.38	921.38			
06/22/24	06/22/24	PFAST 2023-2A A2A DTD 11/10/2023 5.880% 11/23/2026	732916AB7	854,260.84	0.00	4,185.88	4,185.88			
06/25/24	06/25/24	CHAOT 2024-2A A2 DTD 04/25/2024 5.660% 05/26/2027	16144CAB2	740,000.00	0.00	3,490.33	3,490.33			
06/25/24	06/25/24	CHAOT 2024-1A A2 DTD 03/27/2024 5.480% 04/26/2027	16144BAB4	210,000.00	0.00	959.00	959.00			
06/30/24	06/30/24	US TREASURY NOTES DTD 06/30/2023 4.625% 06/30/2025	91282CHL8	5,000,000.00	0.00	115,625.00	115,625.00			
Transaction Type Sub-Total				**37,894,116.33**	**0.00**	**326,346.79**	**326,346.79**			
MATURITY										
06/01/24	06/01/24	JPMORGAN CHASE CORP NOTES (CALLED, OMD 6 DTD 06/01/2021 0.824% 06/01/2024	46647PCH7	600,000.00	600,000.00	2,472.00	602,472.00	24,336.00	0.00	
Transaction Type Sub-Total				**600,000.00**	**600,000.00**	**2,472.00**	**602,472.00**	**24,336.00**	**0.00**	
PAYDOWNS										
06/01/24	06/25/24	FNA 2015-M11 A2 DTD 07/30/2015 2.944% 04/01/2025	3136APSZ6	1,039.28	1,039.28	0.00	1,039.28	40.64	0.00	
06/01/24	06/25/24	FHMS K058 A1 DTD 11/09/2016 2.340% 07/01/2026	3137BSP64	13,252.14	13,252.14	0.00	13,252.14	679.17	0.00	
06/01/24	06/25/24	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	237.69	237.69	0.00	237.69	7.82	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)

Transaction Type Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS										
06/01/24	06/25/24	FHMS K065 A1 DTD 07/24/2017 2.864% 10/01/2026	3137F1G36	21,294.45	21,294.45	0.00	21,294.45	919.16	0.00	
06/01/24	06/25/24	FHMS K039 A2 DTD 09/01/2014 3.303% 07/01/2024	3137BDCW4	279,027.20	279,027.20	0.00	279,027.20	4,501.49	0.00	
06/15/24	06/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	35,444.26	35,444.26	0.00	35,444.26	920.72	0.00	
06/15/24	06/15/24	WOART 2023-D A2A DTD 11/08/2023 5.910% 02/16/2027	98164DAB3	27,423.00	27,423.00	0.00	27,423.00	2.31	0.00	
06/15/24	06/15/24	HART 2023-C A2A DTD 11/13/2023 5.800% 01/15/2027	44918CAB8	44,798.63	44,798.63	0.00	44,798.63	2.10	0.00	
06/15/24	06/15/24	COPAR 2023-2 A2A DTD 10/11/2023 5.910% 10/15/2026	14044EAB4	80,135.26	80,135.26	0.00	80,135.26	7.08	0.00	
06/15/24	06/15/24	MBART 2023-2 A2 DTD 10/25/2023 5.920% 11/16/2026	58769FAB1	25,677.47	25,677.47	0.00	25,677.47	1.15	0.00	
06/20/24	06/20/24	VALET 2023-2 A2A DTD 11/21/2023 5.720% 03/22/2027	92867YAB0	34,841.84	34,841.84	0.00	34,841.84	2.03	0.00	
06/22/24	06/22/24	PFAST 2023-2A A2A DTD 11/10/2023 5.880% 11/23/2026	732916AB7	105,083.56	105,083.56	0.00	105,083.56	3.23	0.00	
Transaction Type Sub-Total				**668,254.78**	**668,254.78**	**0.00**	**668,254.78**	**7,086.90**	**0.00**	
Managed Account Sub-Total					**(24,633,109.95)**	**239,756.99**	**(24,393,352.96)**	**31,422.90**	**0.00**	
Total Security Transactions					**($24,633,109.95)**	**$239,756.99**	**($24,393,352.96)**	**$31,422.90**	**$0.00**	

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1d

Item 1d:	**Receive FY24 Q3 Decarbonization Strategy and Programs Quarterly Report**
From:	Monica Padilla, CEO
Prepared by:	Justin Zagunis, Director of Decarbonization Programs and Policy Douglas Bernard, Decarbonization Management Analyst
Date:	8/14/2024

RECOMMENDATION

Staff recommends the Board accept the Q3 2024 update of the Decarbonization Strategy and Programs quarterly report.

BACKGROUND

To achieve its mission to reduce dependence on fossil fuels by providing carbon-free, affordable and reliable electricity and innovative programs for the community, SVCE established a decarbonization strategy and programs roadmap ("Roadmap"), which can be found on SVCE's website: SVCE Decarbonization Strategy and Programs Roadmap. In December 2018, the Board approved the Roadmap, and since that time, staff have been working on implementation of this Roadmap - as well as subsequent joint action plans and other additions to the programs portfolio as approved by the Board. The quarterly report included here presents a summary of all approved program activity to date.

ANALYSIS & DISCUSSION

Attachment 1 is an update of the Decarbonization Strategy and Programs quarterly report. The quarterly update includes a table with a summary of updates from last quarter and the target for next quarter.

STRATEGIC PLAN

This item supports SVCE's 2023-2024 Strategic Plan Goals 13 and 14, to support "achieving energy and transportation GHG reductions of 30% from the 2015 baseline by 2021, 40% by 2025, and 50% by 2030" and to "coordinate development of decarbonization and resilience strategy, lead design of local policy, and design and deploy programs."

FISCAL IMPACT

Accepting the Q3 2024 Update of the Decarbonization Strategy and Programs quarterly report has no fiscal impact.

ATTACHMENTS

1. Decarbonization Strategy & Programs Quarterly Report – Q3 2024 Update

DECARBONIZATION PROGRAMS

SILICON VALLEY CLEAN ENERGY

Quarterly Report

FY24 Q3 Milestones

250 contractors complete FutureFit training

240 customers use Go Electric Concierge service

1,013 completed electrification projects for FutureFit Homes

PROGRAMS PORTFOLIO

FY24 Q3

Quarterly Report

Active Programs

See Glossary for program descriptions. Title links to program homepage (if available).

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Multifamily Retrofits (TE and BE)	$12.5M	300 to 1,000 MF AH units electrified	Soft-launched program in May 2024. Two property owners submitted 6 properties for consideration.	Launched program. Housing Authority submitted 4 properties for consideration.	Select two properties to develop Electrification Plans for.
CHIIP, including Affordable Housing EVI Incentives	$11.4M	• 25 MUDs with EVI • 4,000 L1/L2 chargers at affordable housing	• 18 reservations (181 ports) • 9 completed (84 L1/L2)	Processed 3 new MUD claims for 25 additional EV ports.	Expand enrollment, adjust incentive levels, focus on more affordable housing developers
Electrification Rate Discount	$9.5M	5,000 customers enrolled	1,900 enrolled	Customer performance feedback, developed DAISY tracking system capable of scaling, integrating E-ELEC into other programs	Global update and discuss future strategy
FutureFit Homes - Residential Incentives	$7.05M	2,800 homes fully/partially electrified	1,013 homes fully/partially electrified	Continued to see strong uptake with ~$700k in claims	Complete user testing of application software in Salesforce and Rock Rabbit
Community Energy Resilience	$5.15M	13 agencies complete projects	3 completed agency project	South County Fire Station completed construction, planning joint community ribbon cutting event	Monitor and reimburse agencies as projects move to completion
Decarbonization Demonstration Grants	$3.2M	8 local public facing electric projects	1 project complete	Staff developed grant resources in preparation of grant closeout (Dec 2024)	Support grantee community engagement efforts
Permit Modernization	$3.2M	13 member agencies improve electrification permitting	Data gathered for all 13 agencies. Program just began rolling out	Prepare draft action plan for each agency's input.	Work with staff to fine tune actions and connect actions to SVCE resources.
C&I Decarbonization Program	$2.5M	8,000 metric tons of CO_2e removed through carbon saving measures	9 customer leads, 1 pilot participant	Launch program in June, begin recruitment	Enroll 4-9 customers, begin site assessments, outline program at SVCE "Watts for Lunch"
CALeVIP 1.0	$2.4M	• 85 DCFC installed • 1,100 L2 installed	• 10 DCFC installed • 247 L2 installed	Continued monitoring installations	Continue making payments to DCFC and L2 projects as they are completed.
Customer Resource Center (eHub)	$2.1M	• 1.5M email opens • 350K unique web visits	716K email opens, 353K web visits, 238 yard care equipment rebates	Sent emails about Yard Care Promotion, launched Summer Promotion and Summer Sweepstakes	1M email opens, 385K web visits, Prepare eHub 2.0 launch

View our active rebates here.

PROGRAMS PORTFOLIO

FY24 Q3

Active Programs

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Priority Zone DC Fast Charger (PZDCFC) 2.0	$1.975M	10 DCFC installations near MUD hotspots	10 of 10 ports are live now (4 sites)	Completed 2 of 3 remaining claims. All sites now energized.	Finalize remaining claim; fold nearby resident outreach into EV rebate launch.
Existing Building Policy Experiment	$1.9M	Spur action on building electrification and reduce building gas combustion	Needs assessment for all 13 agencies	Completed conversations with all 13 agency directors and staff to understand priorities	Prepare draft action plan for each agency for staff input; fine tune actions and utilize SVCE resources
FutureFit Fundamentals Contractor Training	$1.7M	• 300 contractors trained • 500 graduate incentives	250 contractors completed training. 106 approved bonus claims.	Increase personal program marketing via SMUD (direct phone calls)	Increase direct phone call outreach. Increase marketing to contractors who are enrolled in the training but have not yet completed the course.
GridShift EV Charging	$973K	Bill/emissions savings and load shifting capacity	• 1,431 EVs enrolled • 46 charger rebates	Finalized REDWDS scope and kicked off dynamic rate design work.	Reach 1,700 EVs. Amend contract to include ChargeWise work
Go Electric Advisor	$892K	3,600 customers use hotline, 1,200 use tech assistance, 350 use electrification plans	240 customers use service	Increasing enrollment and customer intake	Increase marketing campaigns and aim for 500 new contacts
FutureFit SMB Incentives	$750K	20-30 SMBs electrified	4 SMBs fully/partially electrified	Increased awareness, developed mailers and customized email campaigns, awarded one claim	Meet with city Economic Development staff. Present at Chamber meetings. Schedule presentation with professional organizations. Award rebates.
FutureFit Assist	$725K	• 60 assessments • 36 projects done • 250 ports	67 applications (42 completed)	Executed new marketing and outreach campaigns to increase participation; enrolled 17 new properties	Expand enrollment; determine next phase of program starting in 2025.
EM&V	$640K	Evaluate 80% of SVCE programs within 1 year of launch	3 reports completed, 3 in progress	Completed evaluation report for DataHive Program. Prepared 2 draft reports.	Finalize draft reports. Complete data gathering and analysis for remaining reports.
Reach Codes 2.0	$600K	Require all new buildings to be emissions-free	13 agencies adopt electrification ordinances	Monitor and support agencies as the Berkeley legal case evolved (BAAQMD)	Given Berkeley decision and upcoming 2025 state building code, SVCE isn't encouraging activity for new buildings. We're preparing for the 2025 cycle.
SV Building Electrification Stronger Together	$600K	Educate stakeholders about building electrification	35 new stakeholders engaged to date	RFP under legal review. Planning to release RFP early fall.	Release community partnership grant and conduct information session.

View our active rebates here.

PROGRAMS PORTFOLIO

FY24 Q3

Active Programs

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Programs Marketing Fund	$500K	2,500 new program enrollments	Home Rebates: 648 enrollments, 239 complete. EV Charging Multifamily: 15 enrollments, $30,000. Business Rebates: 14 enrollments.	Setup systems and analytics to track expenses and enrollments	Complete digital tracking setup, analyze first few months of expense/enrollment data
Decarbonization Engagement Grants	$442K	5 communities engage residents on climate action topics	In progress	Several agencies conducted community electrification events as a part of Earth Month	Monitor and reimburse agencies as projects move to completion
Natural Gas Phaseout Feasibility	$300K	Complete 2 whitepapers to inform local, regional, and statewide policies	Near completion for 2 whitepapers	Complete financing whitepaper and make progress on technical solutions analysis	Closeout technical solutions analysis and share financing / technical solutions findings with BAAQMD
Fleet Electrification	$300K	Complete fleet electrification and charger installation planning for 10 fleets	8 fleets in progress	Nearly fully-subscribed and several agencies are starting to utilize PG&E's fleet program to gain increased electrical service.	Finish full designs for 2 agencies and have at least 2 others started.
SV Transportation Electrification Clearinghouse	$150K	Create cohort to enable equitable electrification.	Merged into other programs	Original goals matured into formal initiatives. Program is paused.	Original goals matured into formal initiatives. Program is paused.
Lights On Silicon Valley	Power Supply Budget	750 SFH and 5 MF projects	657 enrolled SFH at outset of delivery period	Capacity from behind-the-meter solar and storage projects was delivered to SVCE.	Continued delivery and adjustments to dispatch as needed.

PROGRAMS PORTFOLIO

FY24 Q3

Planning

Name	Budget	Potential Impact	Last Quarter (Update)	Next Quarter (Target)
Full-Service Home Upgrades	$14M	600 single-family homes electrified; 700 emergency water heater replacements	Continued program design with PCE.	Launch program by October 2024.
Resiliency, Engagement, and Decarbonization (RED) Grants	$10M	Fund resiliency, engagement, and decarbonization projects for Member Agencies, schools, community groups, and non-profits	Staff finalizing program design for Member Agency non-competitive grants and competitive community grants.	Release Notice of Funding.
Tariffed On Bill (TOB) Financing	$5.2M	200 customers finance electrification	Aiming for August BOD contract approval. Presented at June Exec Committee.	Kickoff implementation phase.
Innovation Onramp	$2.4M	1-2 pilot projects per year that advance electrification programs and strategies	Executed contract with vendor, Rock Rabbit. Planning next call for proposals on an EVSE pilot at multifamily properties.	Conduct soft launch of Rock Rabbit app. Release request for proposals of EVSE pilot.
Neighborhood Electrification	$1.5M	Test model to electrify buildings within a community. Electrify 15 homes and set plans for 24 homes.	Preliminary design close to completion. Target for fall to start engagement.	Conduct extensive community engagement pre-pilot and release RFP for vendor.
EV Education & Incentives	$1.5M	600 EV purchase incentives for income qualified customers	Initiated program development, completed stakeholder interviews, and began strategizing CBO partnerships.	Launch point-of-sale and Post-Purchase EV Rebate program.
Workforce Development Partnerships	$1.3M	Increase capacity to coordinate and train skilled workforce for residential electrification jobs	RFP under legal review. Planning to release RFP early fall.	Release Contractor RFP.
Additional Demand Flexibility and Virtual Power Plants pilots/programs	$1M	Connectivity to flexible, customer-sided loads to enable bill savings, avoided generation and capacity costs, reliability and carbon benefits	Created D-R plan for Morgan Hill and ran 18 events June to July.	Run 30 events, including at least one Level 2 event.
E-Bikes	$500K	450 e-bikes	Began initial program design	Continue program design, stakeholder outreach.
Portable Heat Pumps	$500K	100 portable heat pumps	Secured funding for program in March.	Exploring alignment with eHub 2.0 program deployment.

PROGRAMS HIGHLIGHTS

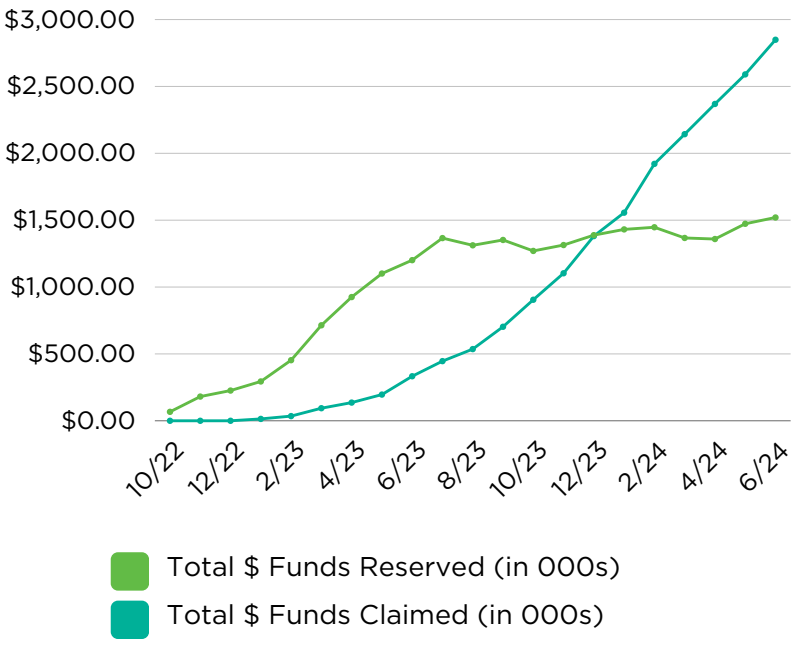
FY24 Q3

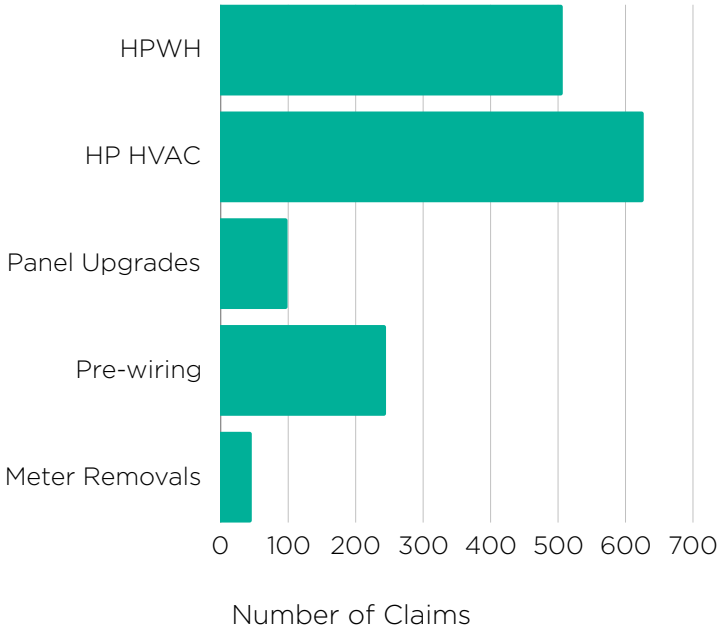
FutureFit Homes

Provide incentives to residents for heat pump water heaters (HPWH), heat pump HVAC systems, service panel upgrades, induction cooktops, and pre-wiring to replace gas appliances.

Rebates claimed: $2.9M

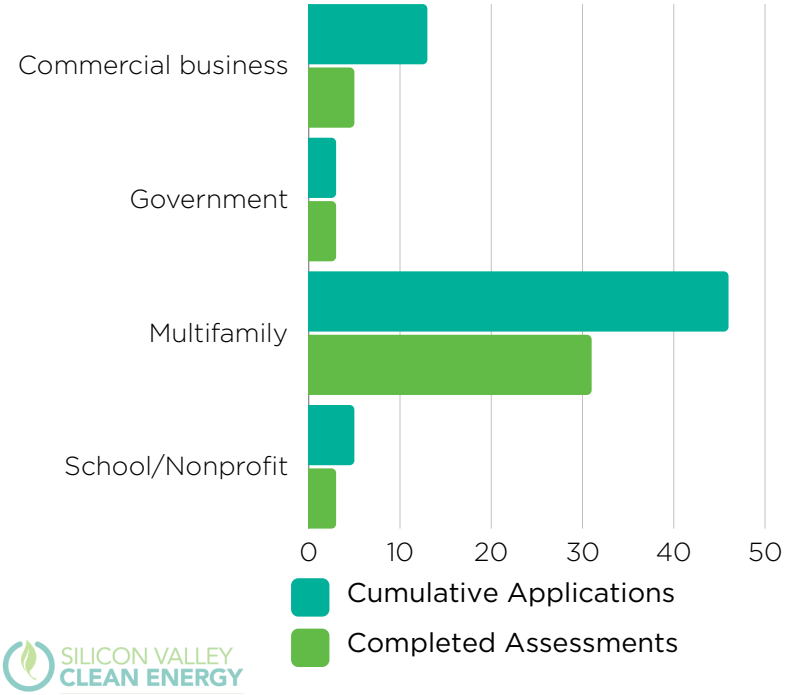
Rebates reserved: $1.5M





Future Fit Assist

Assistance in site assessment, preliminary design, and applying to rebates for charging at multifamily housing and small and medium workplace properties.



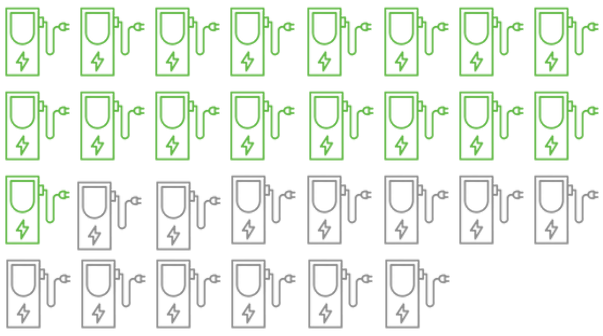
Charging Installation Incentive Program (CHIIP)

Incentive program for L1 and L2 EV charging infrastructure at multifamily properties

Funds Reserved: $703K

Funds Claimed: $337k

Goal: 35 Sites, 150 ports



= 5 Installed EVSE Ports

PROGRAMS HIGHLIGHTS

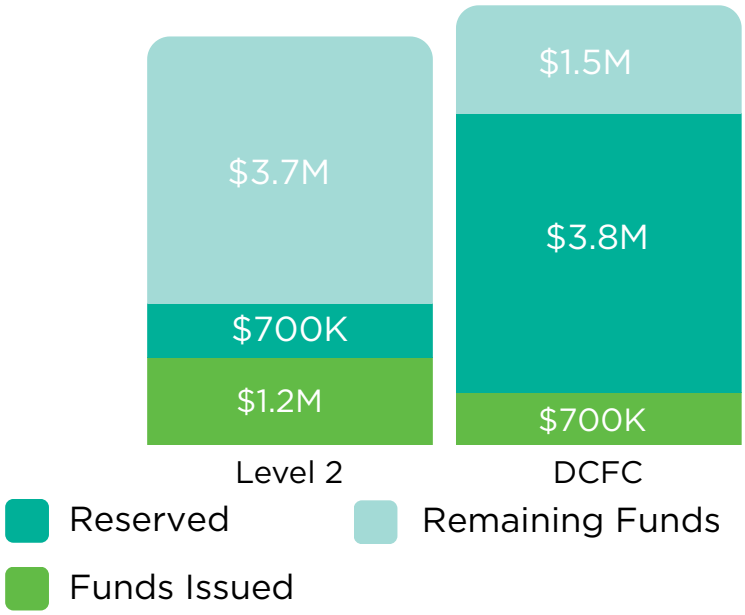
FY24 Q3

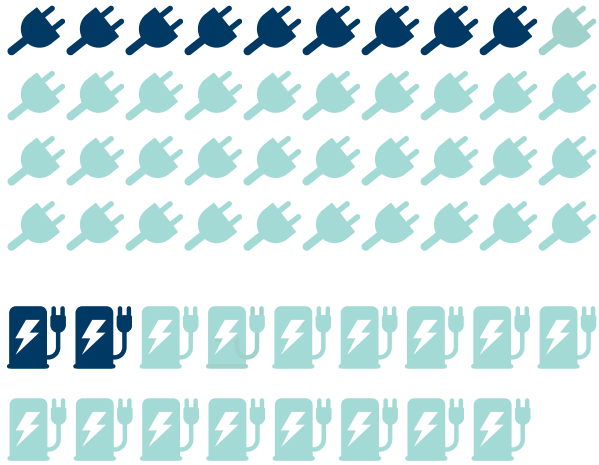
CALeVIP

Provide incentives for electric vehicle (EV) chargers as part of a regional program.

Funding: $11.58M

Goal: 1K Level 2 + 85 DC Fast Chargers by 2023





= 25 Level 2 Installations

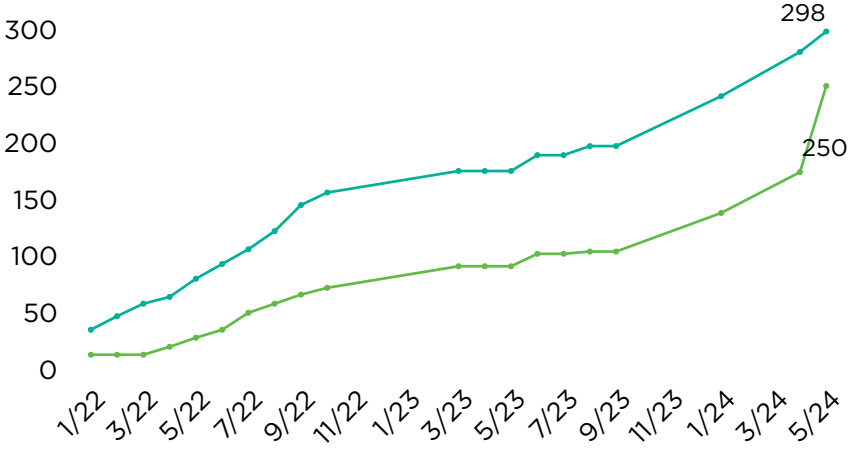
= 5 DCFC Installations

FutureFit Fundamentals

Provide financial relief to contractors by expanding their knowledge of electrification technologies.

Funding: $1.5M

Goal: 300 Participants Complete the Course (Phase 2)



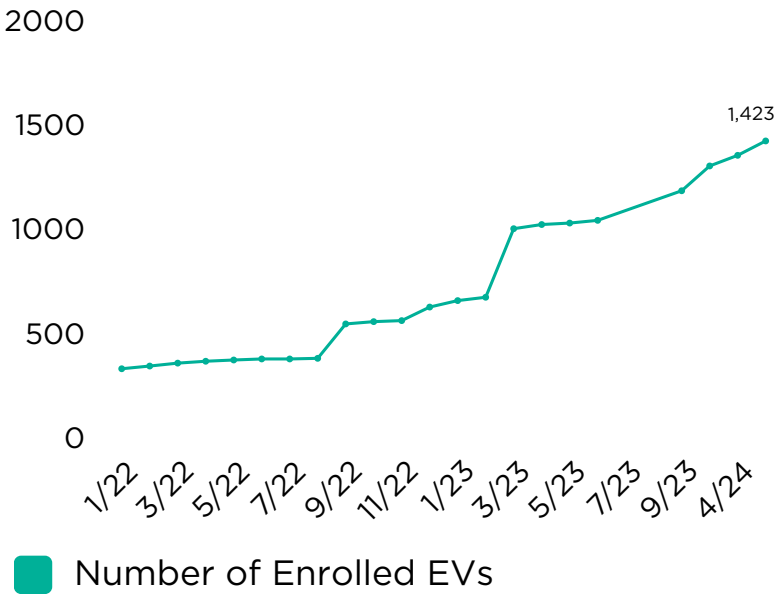
= 10 Participants Complete Course

PROGRAMS HIGHLIGHTS

FY24 Q3

GridShift EV Charging

Managed EV charging app that optimizes charging to reduce associated costs and emissions.



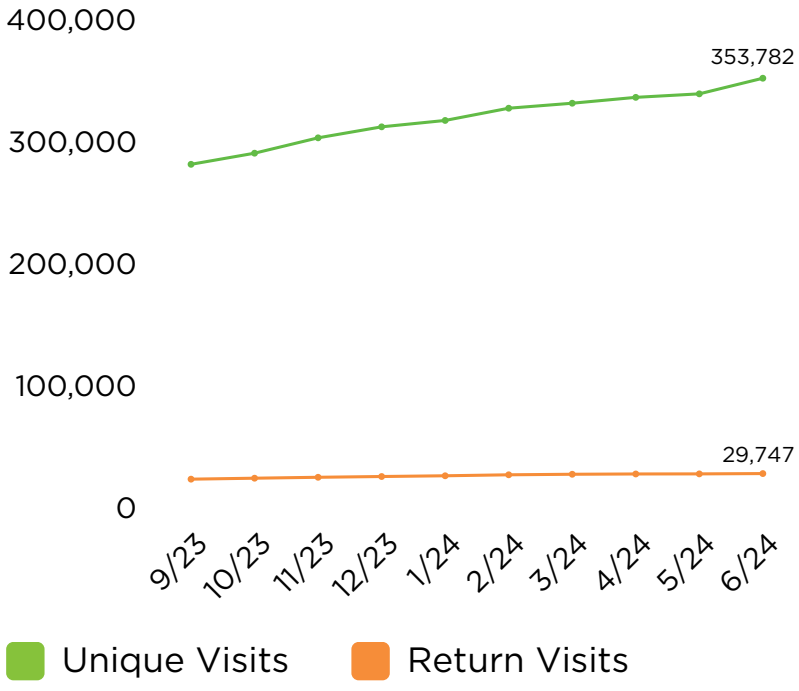
Rebate Goal: $30K

Goal: 120 EV Chargers

Charger Rebates Issued: 45

eHub Report

Online customer resource center to enable engagement, education and action related to clean electricity, EVs and home electrification.



Website Visit Goal:
Reach 350K Unique Visitors

Email Goal:
Conduct 6 email campaigns

= 1 email campaign completed

Built Environment

Community Energy Resilience: Resources (grants) and tools for member agencies to increase individual and collective capacity to adapt to future power outages.

Electric Showcase Awards 2.0: Award program to recognize residential, commercial, and non-profits who are early adopters of existing building electrification.

Decarbonization Demonstration Grants: Grants to encourage member agencies and other key groups an opportunity to electrify their facilities. Focus on projects with public visibility for education/awareness purposes.

Decarbonization Engagement Grants: Grants for member agencies and other key groups to work on smaller electrification engagement initiatives to engage their communities.

Electrification Rate Discount: Custom rate to promote building electrification.

Existing Building Policy Experimentation: Assess and support potential policy levers that member agencies can explore to mitigate emissions from existing buildings.

Feasibility Assessment of Natural Gas Phase Out by 2045: Feasibility study to identify technical, legal, and economic barriers and opportunities for phasing out natural gas service by 2045 in SVCE's service territory.

FutureFit Fundamentals Contractor Training: Training and financial incentive program for contractors to expand their knowledge and installation of electrification technologies.

FutureFit Homes - Concierge: Comprehensive one-on-one phone or web assistance to SVCE customers to assist them in applying for electrification incentives, technical assistance, or developing a whole-home electrification plan.

FutureFit Homes - Residential Incentives: Incentives for various building electrification technologies for single- and small multi-family residential customers. Includes major appliances as well as eventual gas meter removal.

FutureFit Homes and Buildings - C&I Incentives: Incentives for demonstration projects at a handful of small and medium business properties.

Multifamily BE Direct Install: Comprehensive building electrification retrofits with a direct installer for multifamily affordable housing sites.

Permit Modernization: Benchmark and streamline member agency permitting and inspection processes to identify barriers and opportunities to electrification.

Reach Codes 2.0: Provide model building energy codes supportive of all-electric design and EV infrastructure to member agencies along with consultant support.

GLOSSARY

Built Environment

SVBEST: Regular regional stakeholder convenings to coordinate program alignment across building decarbonization workstreams.

Tariffed On Bill (TOB) Financing: Equitable financing pilot program for electrification for low-moderate income residents focusing cost recovery through on-bill charges that are lower than bill savings.

Mobility

CALeVIP 1.0: Incentives for L2 and DCFC publicly-accessible EV chargers funded by California Energy Commission and SVCE as part of a regional collaboration.

CHIIP: Incentive program for L1 and L2 EV charging at hard-to-reach multifamily properties.

Fleet Electrification Program: Competitive application for SVCE's fleet electrification planning support and funding for site upgrades targeting a broad set of fleet types.

FutureFit Assist: Technical assistance for preliminary site design and pertinent rebates for charging at multifamily housing and small and medium workplace properties.

Multifamily TE Direct Install: Comprehensive transportation electrification retrofits with a direct installer for multifamily affordable housing sites.

Priority Zone DC Fast Charger (PZDCFC) 2.0: Competitive grant application for DCFC installations in "priority zones" that support designated multifamily housing clusters.

SVTEC: Regular regional stakeholder meetings focused on information sharing, solving critical issues, and attracting external funding to the SVCE community in support of EV infrastructure deployment.

Power Supply

Lights On Silicon Valley: Provide incentives for enrolling solar and battery systems in the SVCE grid services program.

Medical Battery Program: Pilot program to deploy ~50 portable batteries to qualified customers who rely on power for medical equipment.

Education & Outreach

Customer Resource Center (eHub): Online customer resource center and marketplace to enable engagement, education, and action related to clean electricity, EVs, and home electrification.

Grid Integration

GridShift EV Charging: Managed EV charging phone app that optimizes charging to reduce associated costs and emissions. Includes incentives for reducing grid peak demand.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1e

Item 1e:	**Authorize the Chief Executive Officer to Execute Amendment to Agreement with Ascend Analytics to Extend the Term from September 31, 2024 Through March 31, 2025 and Increase the Not to Exceed Amount from $1,311,754 to $1,426,944 for Portfolio Management Consulting Services**
From:	Monica Padilla, CEO
Prepared by:	Scott Wrigglesworth, Director of Risk Management and Analytics
Date:	8/14/2024

RECOMMENDATION

Staff recommends the SVCE Board of Directors (Board) authorize the Chief Executive Officer (CEO) to execute an amendment to the existing Ascend Analytics ("Ascend") agreement for consulting services around power portfolio management to increase the total amount not to exceed ("NTE") from $1,311,754 over three years to $1,426,944 over three years and six months. This effectively extends for six months and increases NTE by $115,190.

BACKGROUND

SVCE has used Ascend Analytics software in services under the current agreement since October 2021. It is currently vetting responses from a recently issued RFP for these services. Staff is requesting this extension be approved to provide sufficient time to finalize vendor selection, contract negotiation, future full new agreement board approval, and implement/integrate solutions.

ANALYSIS & DISCUSSION

The agreement includes both ongoing fees for the continued provision and access to the PowerSimm portfolio management platform, in addition to dedicated consulting hours to be used over the term of the agreement. Staff may not use all hours under the agreement and spend below the NTE.

Under this extended agreement, Ascend will continue to provide SVCE with the following services:

- PowerSimm Platform Access & Hosting Fees (ongoing)
- CAISO Market Report and Fundamentals (ongoing)
- Integrated Resource Plan / Virtual Power Plant / Power Supply Resource Request for Offers (RFO) Support
- Term Portfolio Management, Budget, and Customer Service Support
- Finance / Middle-Office Support: Budget, Risk Policy Review and Counterparty Credit Monitoring

In addition, SVCE may request the following optional services:

- Additional IRP Support Hours
- Additional RFO Support Hours
- Portfolio Management Contingency Support
- Finance / Middle-Office Contingency Support
- Optional PowerSimm Tools
- Short-Term Portfolio Management Services

Originally, SVCE and Ascend agreed to a three-year term, extending from November 11, 2021 to September 30, 2024. This extends that term by six months to March 31, 2025.

Of the $115,190, $55,190 is for software over the six months and $60,000 is potential consulting work. Staff has unused hours remaining from the original three-year term and expects it will only need to use the $60,000 NTE sparingly unless a significant project comes up over the next six months.

STRATEGIC PLAN

Approval of the amendment is in direct support of the Board-approved Strategic Plan as follows:

- Goal 8: Manage and optimize power supply resources to meet affordability, GHG reduction, and reliability objectives
    - Measure 3: Ensure SVCE adopts the appropriate tools, systems, and resources to support new resource valuations, portfolio optimization, risk management, scheduling coordination, load forecasting, optimization, compliance, and settlements
- Goal 22: Enable data-driven decision-making across the organization; automate, integrate, and streamline business processes to minimize operational risk and move the organization toward industry best practices from its startup phase
    - Measure 3: Empower organization-wide decision-making with data, systems, processes, and infrastructure.

ALTERNATIVE

Staff has RFP results in hand and can rush a recommendation through for the September 2024 board meeting approval to be in place by October 1, 2024 to avoid lapse in services. However, the recommendation is based upon the prudence of a six month more runway to thoroughly vet the RFP responses and allow for time to develop and agree to updated contract terms.

FISCAL IMPACT

The fiscal impact of this decision is between $55,190 and $115,190, which has been included in the Fiscal Year 2023-24 budget. This represents a short-term decrease in the expected spend due to more in-house resources, as compared to the first 32 months of the original contract.

ATTACHMENTS

1. Draft, Ascend Executed, Amendment to extend the Agreement with Ascend Analytics
2. Agreement with SVCE and Ascend Analytics

FIRST AMENDMENT TO AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND ASCEND ANALYTICS

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency ("Authority"), and **ASCEND ANALYTICS, LLC (CONSULTANT),** entered into that certain agreement entitled GENERAL CONSULTING, SOFTWARE TOOLS AND SUPPORT SERVICES, effective on November 11, 2021, hereinafter referred to as "Original Agreement"; and

WHEREAS, Authority and **ASCEND ANALYTICS, LLC (CONSULTANT)** have determined it is in their mutual interest to amend certain terms of the Original Agreement by extending the term 6 months and adding $115,190 to the not to exceed amount.

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

1. TERM section of the Original Agreement shall be amended to read as follows:

   The term of this Agreement shall commence on November 11, 2021, and shall terminate on March 31, 2025, unless terminated earlier as set forth herein (the "Initial Term").

2. COMPENSATION TO CONSULTANT section of the 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 million four hundred twenty-six thousand nine hundred forty-four dollars ($1,426,944.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

3. EXHIBIT B EXTENSION OF SCHEDULE OF PERFORMANCE section of the Original Agreement shall be modified as follows:

   Parties agree to extend the Schedule of Performance Complete dates by six months through March 31, 2025.

4. EXHIBIT C COMPENSATION section of the Original Agreement shall be modified as follows:

   Parties agree that the following table represents the fees for Task 1 and 2 for the amendment extension period, invoiceable on October 1, 2024. It also establishes a potential T&M estimate (if the authority's bank of hours are exhausted and additional hours are required) to establish the not-to-exceed value approved in this Amendment declaration 2.

Task		Est. Budget FY2025
1.	PowerSIMM Platform & Hosting Fees	$48,460*
2.	Ascend CAIDO Market Report & Fundamentals	$6,730**
3.	IRP/VPP/RFO + Services	$0
4.	Term Portfolio Mgmt, Budget and Customer Analysis +Services	$0
5.	Finance/Mid-Office: Budget, Risk Policy Review & Counterparty Credit Monitoring +Service	$0
6.	+Service Three-Year Agreement Cost Reduction Credit	$0
Total Six-Month Amendment Fee		**$55,190**
Potential T&M Fees (200 hours at ~$300/hr)		$60,000
Total Six-Month Amendment Not-to-Exceed		**$115,190**

*FY2024 Initial Term Amount of $94,556 x (1+2.5% escalation) / 2 [for six months]
**FY2024 Initial Term Amount of $13,133 x (1+2.5% escalation) / 2 [for six months]

T&M Rates

Analysts	**Leadership**	**2024 rate ($/hr)**
Energy Analyst		$ 250
Senior Energy Analyst		$ 285
Lead Energy Analyst	Manager	$ 335
	Senior Manager	$ 350
	Director	$ 375
	Managing Director	$ 425
	Vice President	$ 500
	CEO	$ 650

1. This Amendment shall be effective on July 1, 2024.

2. 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.

3. 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.

APPROVED AS TO FORM:

_____

Michael Callahan, Counsel for Authority

RECOMMENDED FOR APPROVAL

_____

Scott Wrigglesworth, Director of Risk Management & Analytics

_____

Amrit Singh, Chief Financial Officer/Director of Administrative Services

ASCEND ANALYTICS, LLC

By: _____

Name: Gary W Dorris

Title: Chief Executive Officer

Date: 06/28/2024

SILICON VALLEY CLEAN ENERGY AUTHORITY

A Joint Powers Authority

By: _____

Name: Monica Padilla

Title: Chief Executive Officer

Date: _____

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AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND ASCEND ANALYTICS FOR GENERAL CONSULTING, SOFTWARE TOOLS AND SUPPORT SERVICES

THIS AGREEMENT is entered into this 11th day of November, 2021, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Ascend Analytics, a Colorado corporation whose address is 1877 Broadway Suite 706, Boulder CO, 80302 (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 PowerSimm software license and hosting, CAISO Market Report & Fundamentals, and general consulting and support services for IRP/VPP/RFO, Term Portfolio Management, Budget & Customer Analysis, and Finance/Mid-Office support upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on November 11, 2021, and shall terminate on September 31, 2024, unless terminated earlier as set forth herein (the "Initial Term").

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 one million three hundred eleven thousand seven hundred fifty-four dollars ($1,311,754.00) 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

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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.

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, and any subconsultant under the 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, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have

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responsibility for compliance with this Section.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. 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.

B. Intellectual Property Indemnification. Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities by a third party that the services to be provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. 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.

C. The acceptance of the services by Authority shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability.

D. 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,

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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. Gary Dorris, Chief Executive Officer, (Consultant Representative”) shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

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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'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 330
Sunnyvale CA 94087
Attention: Chief Executive Officer

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TO CONSULTANT:

Gary Dorris Ph.D.
Ascend Analytics
1877 Broadway Suite 706
Boulder CO, 80302

19. **RENEWAL**

After the Initial Term, the Term of this Agreement may automatically renew for successive additional twelve-month period(s) (each such twelve-month period, a "license year") by payment to Licensor of the Annual Platform and Hosting Fee, Annual Market Report Fee, and Annual +Service Fees (collectively "Annual Fees"). The Authority may choose to renew some or all of the services listed in Exhibit B, or may choose to modify the number of support hours for any item upon renewal. Renewals are subject to a maximum 2.5% annual escalation from the prior year's fees.

The Authority may elect not to renew on expiration of the Initial Term, or on expiration of any subsequent Renewal License Year, by delivering written notice thereof to the Consultant ("Non-Renewal Notice"). Non-Renewal Notice must be delivered to Consultant no less than 30 days in advance of the last day of the then-effective License Year. The effective Termination Date under the Non-Renewal Notice is the last day of the License Year in which the Non-Renewal Notice was delivered.

20. **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 the Consultant materially defaults in its obligations under the Agreement, the Authority shall provide Consultant with written notice specifying the material default. If Consultant fails to cure the default within the time specified (which shall be determined by the Authority but 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.

In addition to material default of the Agreement, items from the following list may be cause for termination by Authority, if the Consultant is unable to remedy after receiving the opportunity to cure in the time specified by Authority:

- The Consultant is unable to integrate with Authority's Business Process Optimization initiative ("BPO") in a reliable or affordable manner.
- The Consultant does not release a new software UI version in 2022 that provides an improved user experience, including better design and ease of use and configuration.
- The Consultant is unable to implement an automated process for uploading of client data. Process may be via data file location or UI. Consultant shall supply the template and tool for automatic upload, but use of automatic data upload is subject to client mapping and provision of data to template. Lack of use is not cause for termination.
- The Consultant fails to provide a mechanism for checks on input/output data included in studies for the Authority's main portfolio. Consultant and Authority will collaborate on scope of data checks.

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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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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33. **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.

34. **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.

35. **SUCCESSORS AND ASSIGNS**

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

36. **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.

37. **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.

38. **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.

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

RECOMMENDED FOR APPROVAL

DocuSigned by:
Monica Padilla
573FC104110B4C0...

Monica Padilla, Director of Power Resources

RECOMMENDED FOR APPROVAL

DocuSigned by:
Amrit Singh
A88F1DF92E8F467...

Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
Ascend Analytics

DocuSigned by:
By: Gary Dorris
41040FB3E40E4A4...
Name: Gary Dorris
Title: Chief Executive Officer
Date: 11/12/2021

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

DocuSigned by:
By: Girish Balachandran
5CA64B9AC4C24C3...
Name: Girish Balachandran
Title: Chief Executive Officer
Date: 11/15/2021

APPROVED AS TO FORM:

DocuSigned by:
Trisha Ortiz
60CEDB7661684C2...
Counsel for Authority

ATTEST:

DocuSigned by:
Dorothy Roberts
FA4736575CE7449...
Authority Clerk

DocuSign Envelope ID: 0A1B2612-E044-4F05-A902-B8B7D8D1BC85

Exhibit A
Scope of Services

The below table identifies the Scope of Services to be performed by the Consultant.

	Item	Description
1.	**PowerSimm Platform & Hosting Fees**	Includes hosting, PowerSIMM (inclusive of PS 5 upgrade), BudgetTracker and Credit/Collateral; and BatterySimm Val. Budget Tracker will require technical support by/through SVCE when their renewables come online
2.	**Ascend CAISO Market Report & Fundamentals**	Includes full nodal analysis with forecast parameters for CAISO including (RA, Reg, Spin, DA Energy vol, RT Energy spikes, Price shapes, Forward prices, REC, RA value)
3.	**IRP/VPP/RFO +Service[1] (500 hours)**	**500 hours** of support credit over three (3) years. This is largely devoted to IRP work in FY 2023 but includes other potential VPP and or RFO support. Should the 500 hours be inadequate, there is the ability to add hours or use hours from other categories.
4.	**Term Portfolio Management, Budget and Customer Analysis +Service[1] (2,900 hours)**	**100 hours** of support credit for short-term portfolio management assessment in Year 1. This involves scoping, collaboration discussions, clarification of needs (system vs services) **300 hours** of support credit for data quality control augmentation over three (3) years. This relates to data reconciliation between Ascend and SVCE spreadsheets **2,500 hours** of term portfolio management reporting & advisory services and Customer Analysis over three (3) years. This accounts for approximately 16 hours per week in Ascend staff support ranging from Portfolio/Risk Management consultation services, ad hoc power procurement and compliance, weekly model runs and risk report publication, bi-weekly IROC meeting and monthly ROC meeting participation.
5.	**Finance / Mid-Office Support: Budget, Risk Policy Review and Counterparty Credit Monitoring +Service[1] (845 hours)**	**250 hours** for extensive energy risk policy review/recommendations with qualitative and process-based policy for other risks. **100 hours** to build a counterparty credit risk monitoring Excel model. **270 hours** (~7.5 hours per month) for ongoing monthly updates, monitoring and reporting to that Excel model. **225 Hours** (~75 per year) for budget/finance activities. For the counterparty credit monitoring SVCE will procure and obtain counterparty ratings from a rating agency along with probability of default. They will also provide counterparty thresholds. Ascend will help integrate with PowerSIMM output for PFE/Collateral risk, cash flow and impact on liquidity, deliverables will also address exposure for AP/AR netting and room to trade with counterparties. Overall aim will be to diversify/limit counterparty credit risk.

[1] Ascend will provide a monthly statement of support hours used and remaining balance for the current year. Support hours credit is not restricted to the specific categories of support listed above. Hours will be logged by category, but consumed in aggregate across the three-year term without limit on individual category usage. Hour Bank can roll forward or backward. Any unexpected overage to these bank hours will be negotiated or billed at T&M and in either case pre-approved by SVCE. If for any reason SVCE does not consume all hours at the end of the Initial Term, Ascend will roll unused hours over to the renewal/extension of this Agreement, or any subsequent agreement between Parties. If SVCE chooses to not renew or enter into a new agreement with Ascend following the end of the Initial Term, Ascend will reimburse SVCE at a rate of $204 per hour of unused support credit, 70% of the bundled discounted rate of this Agreement.

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The Authority may, at their own discretion, also request the following OPTIONAL services. This OPTIONAL schedule, or any subsection of Items, may be enacted with a separate Task Order with written approval of the Authority. Cost for each item is subject to scoping.

	OPTIONAL Item	Description
1.	**IRP Support Credit Adder[1]**	200 hours of additional support credit for IRP activities (hours may be adjusted pending scoping)
2.	**Per RFO Support Credit Adder[1]**	250 hours of additional support credit for RFO activities (hours may be adjusted pending scoping)
3.	**Portfolio Management Contingency Support Credit[1]**	200 hours of additional support credit for Portfolio Management activities (hours may be adjusted pending scoping)
4.	**Finance/Mid-Office Support Contingency[1]**	TBD hours of additional support credit for Finance/Mid-Office activities (hours may be adjusted pending scoping)
5.	**SmartBidder (For batteries & renewables)**	Software license for modeling battery and renewable operations (hours for implementation TBD pending scoping)
6.	**PowerSIMM Ops**	Software license for modeling cash-month, whole portfolio operations (hours for implementation TBD pending scoping)
7.	**Short-term Portfolio Management Services[1]**	TBD hours of portfolio management support credit for short-term using PowerSIMM Ops (hours may be adjusted pending scoping)

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Exhibit B
Schedule of Performance

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

Task	Begin	Complete[2]
1. **PowerSimm Platform & Hosting Fees**	November 11, 2021	September 31, 2024
2. **Ascend CAISO Market Report & Fundamentals**	November 11, 2021	September 31, 2024
3. **IRP/VPP/RFO +Service**	November 11, 2021	September 31, 2024
4. **Term Portfolio Management, Budget and Customer Analysis +Service**	November 11, 2021	September 31, 2024
5. **Finance / Mid-Office Support: Budget, Risk Policy Review and Counterparty Credit Monitoring +Service**	November 11, 2021	September 31, 2024
6. **[OPTIONAL] IRP Support Credit Adder**	TBD	TBD
7. **[OPTIONAL] Per RFO Support Credit Adder**	TBD	TBD
8. **[OPTIONAL] Portfolio Management Contingency Support Credit**	TBD	TBD
9. **[OPTIONAL] Finance/Mid-Office Support Contingency**	TBD	TBD
10. **[OPTIONAL] SmartBidder (For batteries & renewables)**	TBD	TBD
11. **[OPTIONAL] PowerSIMM Ops**	TBD	TBD
12. **[OPTIONAL] Short-term Portfolio Management Services**	TBD	TBD

[2] After the Initial Term, the Authority may automatically renew this Task Order for successive additional twelve-month period(s) (each such twelve-month period, a "license year") by payment to Licensor of the Annual Platform and Hosting Fee, Annual Market Report Fee, and Annual +Service Fees (collectively "Annual Fees"). The Authority may choose to renew some or all of the services listed in Exhibit B, or may choose to modify the number of support hours for any item upon renewal. Renewals are subject to a 2.5% annual escalation from the prior year's fees.

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 one million three hundred eleven thousand seven hundred fifty-four dollars ($1,311,754.00), 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		**Est. Budget FY2022**	**Est. Budget FY2023**	**Est. Budget FY2024**
1.	**PowerSimm Platform & Hosting Fees**	$90,000	$92,250	$94,556
2.	**Ascend CAISO Market Report & Fundamentals**	$12,500	$12,813	$13,133
3.	**IRP/VPP/RFO +Service (500 hours)**	$50,000	$51,250	$52,531
4.	**Term Portfolio Mgmt, Budget and Customer Analysis +Service (2,900 hours)**	$275,000	$281,875	$288,922
5.	**Finance/Mid-Office: Budget, Risk Policy Review & Counterparty Credit Monitoring +Service (845 hours)**	$80,000	$82,000	$84,050
6.	**+Service Three-Year Agreement Cost Reduction Credit**	($81,000)	($83,025)	($85,101)
Total Annual Fee, Not to Exceed		**$426,500**	**$437,163**	**$448,092**
Total Three Year Fee, Not to Exceed		**$1,311,754**		

Rates

Personnel	**Title**	**Hourly**
Gary Dorris, PhD	Engagement Director	$550
Sean Burrow, PhD	Principal Analyst	$375
Scott Wrigglesworth, David Millar	Senior Project Manager/Advisor	$340
Brandon Mauch	Project Manager	$275
Logan Riber, Anand Govindarajan	Senior Analyst	$250

Invoices

Annual Invoicing: In order to request payment, Consultant shall submit annual invoices to the Authority for Task #1 and #2.

Quarterly Invoicing: In order to request payment for, Consultant shall submit quarterly invoices to

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the Authority for Tasks #3-6, 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.

First Year Invoicing Schedule

Task	**Oct 1, 2021**	**Jan 1, 2022**	**Apr 1, 2022**	**Jul 1, 2022**
Task #1	$90,000	-	-	-
Task #2	$12,500	-	-	-
Task #3	$12,500	$12,500	$12,500	$12,500
Task #4	$68,750	$68,750	$68,750	$68,750
Task #5	$20,000	$20,000	$20,000	$20,000
Task #6	($20,250)	($20,250)	($20,250)	($20,250)

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.

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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.

(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 $5,000,000 US per occurrence.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1f

Item 1f:	**Authorize the Chief Executive Officer to Execute Amendment to Agreement with ev.energy to Extend the Term from May 13, 2025 Through December 31, 2025 and Increase the Not to Exceed Amount from $650,000 to $973,000 for GridShift: EV Charging Program**
From:	Monica Padilla, CEO
Prepared by:	Justin Zagunis, Director of Decarbonization Programs and Policy Rebecca Fang, Manager of Decarbonization Programs and Policy
Date:	8/14/2024

RECOMMENDATION

Staff recommends that the Board authorize the Chief Executive Officer (CEO) to execute the attached eight-month agreement amendment with non-substantive changes approved by the CEO and subject to final review and approval by the General Counsel, which adds a cost not to exceed $323,000 (for a new not to exceed total of $973,000 for the 4.6-year duration of the program) with ev.energy, to continue the GridShift: EV Charging program and enable SVCE to launch, run and evaluate the 12-month ChargeWise Phase 1 dynamic grid signals pilot (partially funded by the CEC REDWDS grant).

BACKGROUND

Ev.energy was selected through SVCE's fall 2019 application round for the Innovation Onramp program that focused on mobility. The application cycle was highly competitive, with dozens of applications submitted, including multiple from ev.energy competitors that also focused on a smart electric vehicle (EV) charging app offering for residential customers. The pilot was to demonstrate the value and viability of a mobile application (app) based customer offering to facilitate smart EV charging to lower costs and emissions. SVCE branded the pilot as "GridShift: EV Charging" for our customers. To participate in the pilot, customers downloaded the SVCE-branded app, connected their vehicles, and set preferences (e.g. that the vehicle must be fully charged by 7AM every day). Then, the ev.energy platform automatically optimized their charging to minimize retail electricity bills and reduce grid emissions.

The pilot agreement was executed in May 2020 and ran until July 2021 with a final cost of $95,500 over two fiscal years.

Staff subsequently carried out an informal bid process for the scaled-up GridShift: EV Charging program, to assess the current capabilities of competitors and ensure competitive pricing. Based on experience from the pilot as well as the results from the informal bid process, ev.energy was selected. The three-year agreement was executed in May 2021 and extended for an additional year in April 2024 for a total cost not to exceed $650,000. This enabled SVCE to continue providing managed EV charging services to SVCE customers and to address key points of survey feedback through improved communications and streamlining the customer experience. Continuing this service for our customers has allowed us to scale enrollment to 1,431 vehicles as of July 2024 and we continue to evaluate the impact of the program and test ways to improve SVCE's ability to control this key load segment.

This program falls under the umbrella of SVCE's virtual power plant (VPP) program activities, given that the cloud-based aggregation of participant EVs is actively responding to SVCE signals to charge or curtail based grid conditions. This type of VPP resource can be leveraged to support increased grid reliability and the reliability of SVCE's service, improve SVCE's ability to manage its costs, potentially reduce SVCE power costs and obligations, push charging into hours where the electric grid has more clean resources to help meet goals for a clean grid, and lower customer bills. Further, the upcoming ChargeWise Phase 1 pilot will leverage CEC funding through the REDWDS grant to test the impact of dynamic price signals on EV charging behavior and customer bills.

ANALYSIS & DISCUSSION

Pilot Results

Through the GridShift: EV Charging pilot, SVCE and ev.energy provided managed EV charging services to 79 participating vehicles. Over the course of a 6-month pilot period, participants are estimated to have saved over $5,000 in energy bill costs. In addition, low-carbon events that were conducted over a 2-month period resulted in over 4,400 lbs of CO2 emissions saved. Third-party evaluation of the program determined that around 66% of respondents would recommend the GridShift: EV Charging app. Key benefits of the GridShift: EV Charging app include reduction of carbon impacts (cited by 88%) and lowering of charging costs (cited by 71%). Multiple comments and input from participants informed planned improvements to the app and customer experience for the proposed scaled program.

Need for Scaled-Up Program; One-Year Amendment

In the wake of the August 2020 blackouts, CAISO, state regulators, SVCE and other stakeholders prioritized several near-, mid- and longer-term measures to ensure grid reliability in summer 2021 and beyond. A key strategy identified by stakeholders was specifically an increase in availability of and participation in VPP programs, which provide critical demand-side flexibility during times of grid stress. In response to the rotating outages in 2020, SVCE's 2021 summer readiness goals necessitated additional demand flexibility, which was supported by scaling up the GridShift: EV Charging program.

This program has successfully enrolled 1,431 vehicles as of July 2024 and SVCE continues to work to assess the load impacts and innovate new tactics for effectively shifting load to support grid reliability and increasing renewables generation. In addition to bill and emissions savings resulting from steady-state managed charging, this program also offers voluntary events that users can participate in to further reduce their emissions, earn bill credits, and shift demand out of times of high grid stress. SVCE continues to collaborate with ev.energy to expand eligibility for the GridShift: EV Charging program, including exploring new vehicle and smart charger integrations and offering a charger rebate for customers whose EVs are not currently compatible with the app. Several other agencies in the Bay Area have subsequently signed contracts with ev.energy to offer similar apps to their customers.

Eight-Month Amendment

In April 2024, SVCE signed a letter of commitment for ev.energy's application to the CEC Responsive, Easy Charging Products with Dynamic Signals (REDWDS) grant, indicating our interest in partnering with ev.energy on a Phase 1 of a dynamic grid signals pilot called ChargeWise (subject to BOD approval). ev.energy was subsequently awarded the REDWDS grant funding and has been in discussion with SVCE regarding ChargeWise Phase 1 pilot design and timeline. Dynamic pricing, also referred to as real-time or hourly pricing, have the potential to better convey the *hourly* costs of energy consumption to customers throughout the day – and if EV charging can respond to this signal, it will help reduce the overall system cost of serving this load. This ChargeWise pilot, deployed through SVCE's existing GridShift: EV Charging app, will allow SVCE to learn more about the effectiveness of these new rates as a mechanism to reduce procurement and customer costs in the long run.

The total budget for ChargeWise Phase 1 is $769,100 with 75% of that covered by ev.energy's CEC grant award. SVCE will contribute 25% ($192,275) of the total project cost for Phase 1 as match funding. The new not to exceed total was calculated using the $192,275 match funding amount for ChargeWise Phase 1, as well

as current and projected GridShift: EV Charging enrollment numbers through December 2025. This will enable SVCE to launch, run, and evaluate the 12-month ChargeWise Phase 1 pilot while continuing to provide managed EV charging services to SVCE customers. If Phase 1 goes well, then ev.energy will unlock up to $39.7M budget from the CEC for Phase 2 to deploy this dynamic rate charging solution across the state of California.

In addition to supporting demand flexibility and innovation through the ChargeWise Phase 1 pilot, the GridShift: EV Charging program serves as an important program offering to help residential customers reduce energy costs associated with EV charging.

STRATEGIC PLAN

The proposal supports SVCE's updated 2023 Strategic Plan Goal 14, which is to "coordinate development of decarbonization and resilience strategy, lead design of local policy, and design and deploy programs", by providing SVCE customers with a managed EV charging program to reduce the cost and emissions impact of their home EV charging. This program will also support SVCE communities and the state in achieving grid reliability goals and objectives for the 2025 summer season and beyond, as well as test innovative solutions in constructing and deploying dynamic price signals for EV charging.

ALTERNATIVE

Do not authorize CEO to execute the agreement amendment with ev.energy. The agreement with ev.energy would expire in May 2025 and staff would need to issue a solicitation for a vendor to continue managing the GridShift: EV Charging program or close it down. SVCE would not pursue launching the ChargeWise pilot with ev.energy. In the interim period between May 2025 and the new vendor onboarding, the GridShift: EV Charging program would be put on pause and current users would no longer have access to the GridShift: EV Charging app. This would not be an optimal customer experience.

FISCAL IMPACT

Approval to amend and extend the ev.energy contract will not result in an incremental fiscal impact as the Board has already approved sufficient funds through previous allocations to the VPP and innovation programs. Spending associated with this contract will be included in future fiscal year budget estimates.

ATTACHMENTS

1. Draft Second Amendment to Agreement with ev.energy for GridShift: EV Charging Program
2. First Amendment to Agreement with ev.energy for GridShift: EV Charging Program
3. Original Agreement with ev.energy for GridShift: EV Charging Program

SECOND AMENDMENT TO AGREEMENT WITH EV.ENERGY CORP

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency ("Authority"), and EV.ENERGY CORP entered into that certain agreement entitled SOFTWARE AS A SERVICE, effective on May 13, 2021, hereinafter referred to as "Original Agreement"; and

WHEREAS, on May 14, 2024, Authority and EV.ENERGY CORP enter into a First Amendment to make certain amendments to the Original Agreement; and

WHEREAS, Authority and EV.ENERGY CORP have determined it is in their mutual interest to further amend certain terms of the Original Agreement.

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

1. Section 1-Term of Original Agreement shall be amended to include the following:

Per Section 1- Term of the Agreement, the parties mutually agree to a Renewal Term of eight (8) months, extending the Agreement until December 31, 2025.

2. Section 2- Not to Exceed Amount of Original Agreement shall be amended to read as follows:

SVCE shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement, including, but not limited to, Section 10 Fees; Billing, below. The total amount payable to Service Provider under this Agreement shall not exceed nine hundred and seventy-three thousand dollars and no/100 ($973,000).

3. Exhibit B of Original Agreement shall be amended to include the following:

Task	Begin	Complete
22. Reintroduce & deliver low-carbon events	November 1, 2024	May 31, 2025
23. ChargeWise pilot design	August 15, 2024	September 30, 2024
24. Conduct ChargeWise marketing campaign	October 1, 2024	October 15, 2024
25. Launch & run ChargeWise pilot	October 1, 2024	September 30, 2025
26. Evaluate & report on ChargeWise pilot results	October 1, 2025	November 30, 2025
27. Reintroduce & deliver summer reliability events	June 1, 2025	October 31, 2025
28. Reintroduce & deliver low-carbon events	November 1, 2025	December 31, 2025

ChargeWise Overview

Through its REDWDS grant, the California Energy Commission (CEC) awarded ev.energy $41.2m to support the development and mass rollout of ev.energy-enabled managed charging solutions with its utilities and CCA programs in California, which is broadly known as ChargeWise CA.

The objectives of ChargeWise are to:

1. Scale utility & CCA managed charging programs, powered by ev.energy software, to 275,000 customers through 2027

2. Enroll 50% of customers on a "dynamic rewards" plan which aligns charging to dynamic grid signals

50% of all enrollments will be targeted in disadvantaged communities (DAC).

There are two phases to ChargeWise deployment. This contract covers the scope of Phase 1, which involves ev.energy enrolling 1,000 drivers in managed charging across ev.energy's existing CCA partners, with 50% of those EVs opted in to active managed charging that is aligned with dynamic pricing signals.

In this scope of work, ev.energy proposes to SVCE a total budget (inclusive of incentives) of $769,100 with 75% of the funding ($576,825) coming from the CEC grant and 25% ($192,275) from SVCE.

SVCE ChargeWise Overview - Phase 1

Within the SVCE GridShift program, ev.energy will set up a new tier called the "Dynamic Rewards Tier." SVCE GridShift participants can either register for the dynamic rewards plan during enrollment or switch to the plan at a later stage. Participants that opt into the plan can earn up to $30/month in variable cash back rewards, commensurate with the savings that result from ev.energy-enabled managed charging that aligns to the cheapest power-producing periods on the grid each day.

Participants registered with the dynamic rewards plan can earn up to $30 per month for charging when the cost of electricity is lower. There are no financial penalties for participating in the dynamic rewards plan. If electricity prices spike, customers do not pay more than they would on their standard rate. A few key components of the dynamic rewards plan include:

1. Price Plunge: Participants receive off-bill payments when their EV is opted in and is actively managed and charged when wholesale market prices plunge and are lower than the off-peak TOU rate.
2. Price Protect: Participants are never charged more than they would have been had they stayed on their standard TOU rate.

During Phase 1, ev.energy will deploy dynamic signals and rewards to up to 200 EV drivers through SVCE GridShift. This number will be comprised of:

- 125 Dynamic Rewards Tier enrollments - new or existing GridShift EVs that are enrolled in the new dynamic rewards tier
- 75 Standard Rewards Tier enrollments - new EVs (only) that are enrolled in the standard rewards tier
- A target of 50% of the 200 EVs across the two tiers to be in DACs

Key components of Phase 1 will be to develop an SVCE dynamic rate, integrate with wholesale power prices, test the impacts of using dynamic pricing signals and starting to engage consumers on a new active managed charging plan.

SVCE Scope & Budget - Phase 1

DRAFT

The table below outlines the key deliverables and costs for Phase 1. The total budget for ChargeWise with SVCE is $769,100 with 75% of that covered by ev.energy's CEC grant award which will begin at the kick-off of ev.energy's contract with the CEC. SVCE will contribute 25% ($192,275) of the total project cost for Phase 1 as match funding. After we collect 3 months of data with customers on the dynamic rewards plan, contingent upon ev.energy securing Phase 2 funding, ev.energy will reserve CEC funding for scaled enrollment in SVCE GridShift, to the tune of tens of thousands of new drivers, including continued enrollment on the dynamic rewards plan.

Deliverable	**Type**	**Total budget**	**SVCE match (25%)**
Dynamic signal design, implementation & integration	One-time	$315,500	$78,875
Dynamic rewards customer interface design, implementation & integration	One-time	$200,000	$50,000
Dynamic charge management & optimization	Monthly	$14,000 monthly Est. $84,000 total (6-month period)	$3,500 monthly Est. $21,000 total
Dynamic signal data analytics	Monthly	$10,000 monthly Est. $60,000	$2,500 monthly Est. $15,000 total
Marketing and Education - Dynamic signal Customer value proposition development	Monthly	$50,000	$12,500
Marketing and Education - Dynamic signal DAC engagement plan	One-time	$32,000	$8,000
Dynamic signal - Customer enrollment incentives	Ongoing	$4,600/monthly Est. $27,600 total	$1,150 monthly Est. $6,900 total

Total		**$769,100**	**$192,275**

Dynamic signal design, implementation & integration: We will make updates to our administrative tooling to establish a program, create a dynamic incentive plan tier, enable driver enrollment in the plan tier, and set up welcome email automation. This includes:

- Dynamic incentive enrollment platform updates
- *Dynamic incentive asset 15-minute interval reporting* to enhance our metering infrastructure to enable 15-minute interval reporting to meet the REDWDS reporting requirements.
- *Monthly savings email updates*: We will update our monthly savings emailer for Participants to provide them with additional information about their savings and earned incentives for the preceding month as participants in the dynamic incentive plan
- *Receive ELRP, DSGS events*: We will integrate with CAISO to retrieve EEA events and integrate those with the scheduler in order to enable Participants in California to respond to grid events, as mutually agreed upon by SVCE and ev.energy
- *Integrate Flex alerts via MIDAS*: We will update our Flex alerts integration to use MIDAS, CAISO's preferred tool for retrieving grid event data, improving signal reliability for Participants

Dynamic rewards customer interface design, integration, and implementation: Showing users the impact of the dynamic signal integration is important. For SVCE GridShift participants that opt to enroll in the dynamic rewards incentive plan, we will create an interface in which users can see performance-based cost and carbon savings that result from the integration, as well as their monthly earnings.

Dynamic charge management & optimization: ev.energy will configure the scheduler to optimize for the Participants' mobility needs, wholesale prices and carbon while maintaining the management of existing TOU rate signals.

Dynamic signal data analytics: A major part of ChargeWise is to explore the results of savings and grid impacts from customers on a charge plan that aligns to dynamic signals relative to the standard program. We will analyze load shapes on a quarterly basis to understand the impacts on price and carbon, and evaluate customer responsiveness to different treatment methods, between time-of-use and dynamic pricing compensation. In addition, we will survey users to understand consumer attitudes and receptivity to this new program type. This information will be used to make iterative changes to the program during Phase 2.

Marketing and Education - Dynamic signal customer value proposition development & testing: ev.energy will conduct market research to design, test, and modify the dynamic rewards incentive plan. This includes reviewing existing data and performance of dynamic signal integrated programs, conducting user perception testing through surveys of participations and presenting findings with SVCE throughout project development. ev.energy will develop and deploy an omnichannel recruitment plan to enroll 125 EVs on the dynamic rewards incentive plan and 75 EVs on the existing SVCE GridShift program.

Marketing and Education - Dynamic signal - DAC engagement plan: Conducting market research in concert with CCA partners to develop a program outreach and design strategy to attract and serve EV owners in DACs. The learnings gained in Phase 1 will be refined and scaled up for Phase 2 deployment.
Dynamic Rewards Tier customer enrollment incentives: For Phase 1, we will appropriate $27,600 towards customer incentives, which we anticipate will be a $50 enrollment incentive plus monthly rewards up to $30 per participant for performance in the dynamic rewards incentive plan.

4. This Second Amendment shall be effective on August 15, 2024.

5. 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 Second Amendment, the terms of this Second Amendment shall control.

6. This Second 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 Second Amendment to be executed as of the dates set forth besides their signatures below.

RECOMMENDED FOR APPROVAL

_____
Justin Zagunis, Director of Decarbonization Programs and Policy

RECOMMENDED FOR APPROVAL

_____
Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
ENTER CONSULTANTS NAME

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

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By: _____
Name: Monica Padilla
Title: Chief Executive Officer
Date: _____

DRAFT

APPROVED AS TO FORM:

_____
Counsel for Authority

ATTEST:

_____
Authority Clerk

DRAFT

FIRST AMENDMENT TO AGREEMENT WITH EV.ENERGY CORP

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency ("Authority"), and EV.ENERGY CORP entered into that certain agreement entitled SOFTWARE AS A SERVICE, effective on May 13, 2021, hereinafter referred to as "Original Agreement"; and

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

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

1. Section 1-Term of the Original Agreement shall be amended to include the following:

Per Section 1- Term of the Agreement, the parties mutually agree to a Renewal Term of one (1) year, extending the Agreement until May 13, 2025.

2. Section 2- Not to Exceed Amount of the Original Agreement shall be revised to read as follows:

SVCE shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement, including, but not limited to, Section 10 Fees; Billing, below. The total amount payable to Service Provider under this Agreement shall not exceed six hundred and fifty thousand dollars and no/100 ($650,000).

3. Section 13.3- Cooperation to Prevent Disclosure of Confidential Information of the Original Agreement shall be revised to replace reference to "Gov. Code § 6250 *et seq*." with "Gov. Code § 7920.000 *et seq*."

4. The paragraph titled "Authorized Users and Services Fees" of Exhibit A of the Original Agreement shall be revised to read as follows:

Authorized Users and Services Fees. This Agreement will be governed by a scalable pricing model, with a minimum commitment of up to 100 Authorized Users at a minimum price of $4,500 per month ("Minimum Commitment"). Between 101 and 500 Authorized Users, Service Provider shall invoice SVCE a fee of $9,095 per month. Between 501 and 1,000 Authorized Users, Service Provider shall invoice SVCE a fee of $12,127.50 per month. Beyond 1,000 Authorized Users, Service Provider shall invoice SVCE a fee of $1,516 per month per block of 500 incremental Authorized Users (e.g. 1,001 Authorizes Users would be invoiced at a fee of $13,643.50 per month). . Invoices will be prepared on a monthly basis and the Service Provider shall only invoice SVCE based on the number of Authorized Users who have had access to the Services for the full preceding calendar month.

5. The Table in Exhibit B of the Original Agreement shall be revised and amended to read as follows:

9. Test & release additional OEM smart-charging integrations, which may include Jaguar, Land Rover, Hyundai, Toyota, Kia, and Wallbox	13-May-24	12-May-25

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14. Deliver New Year GridShift scale-up marketing campaign	1-Jan-22	Ongoing
15. Conduct third enrollment wave	1-Feb-22	*Ongoing*
18. Reintroduce & deliver low-carbon events	1-Nov-23	31-May-24
19. Reintroduce & deliver summer reliability events	1-Jun-24	31-Oct-24
20. Deliver and execute on GridShift 2024-25 marketing campaign plan	1-Jun-24	*Ongoing*
21. Conduct Q4 2024 enrollment wave[1]	1-Oct-24	31-Oct-24
22. Reintroduce & deliver low-carbon events	1-Nov-24	12-May-25

6. This Amendment shall be effective as of May 14, 2024.

7. 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.

8. 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

DocuSigned by:
Justin Zagunis
CDF5EC175BF8496...
Justin Zagunis, Director of Decarbonization Programs and Policy

RECOMMENDED FOR APPROVAL

DocuSigned by:
A88F1DF92E8E467...
Amrit Singh, Chief Financial Officer/Director of Administrative Services

EV.ENERGY CORP

By: Nick Woolley
Name: Nick Woolley
Title: CEO, Director
Date: 4/23/2024

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By: Monica Padilla
Name: Monica Padilla
Title: Chief Executive Officer
Date: 4/23/2024

APPROVED AS TO FORM:

Trisha Ortiz
Counsel for Authority

ATTEST:

Andrea Pizano
Authority Clerk

DocuSign Envelope ID: F92D3235-4638-4BC5-A95E-B61330A12471

MASTER AGREEMENT
SOFTWARE AS A SERVICE

This agreement ("Agreement") is entered into and is effective as of May 13, 2021 ("Effective Date"), by and between Silicon Valley Clean Energy, an independent public agency located at 333 W El Camino Real, #330, Sunnyvale, California 94087 ("SVCE") and EV.ENERGY CORP., a Delaware Corporation with offices at 437 Kipling Street, Palo Alto, California 94301 ("Service Provider").

RECITALS

WHEREAS, SVCE requires third-party hosted "software as a service" services, as further described herein, with respect to certain of its information technology needs;

WHEREAS, SVCE requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to SVCE to perform such Services on behalf of SVCE;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, SVCE has selected Service Provider to provide and manage the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of SVCE's data are critical to the operation of SVCE's business; and,

WHEREAS, Service Provider has agreed to provide the Services to SVCE, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the term (the "Initial Term") shall commence on the Effective Date and continue for three (3) years. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement may be renewed for an indefinite number of successive one (1) year terms (each, a "Renewal Term") upon mutual written agreement of the parties.

2. Not to Exceed Amount. SVCE shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement, including, but not limited to, Section 10 Fees; Billing, below. The total amount payable to Service Provider under this Agreement shall not exceed four hundred thousand dollars ($400,000).

3. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to SVCE certain hosted software and provide all other services necessary for productive use of such software including managed EV charging, priority hardware integrations,

customer marketing, recruitment and on-boarding, customer support and troubleshooting, customer data monitoring and reporting, and continuous data security (collectively, the "Services") as further set forth in Exhibit "A" attached hereto.

3.1 Authorized SVCE Users. Unless otherwise limited herein, Service Provider grants SVCE a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for any SVCE employee, contractor, or agent, or any other individual or entity authorized by SVCE (each, an "Authorized SVCE User") to access and use the business-focused Services, including, for instance the web-based data portal, access to confidential program data, etc.

3.2 Authorized Users. Unless otherwise limited herein, Service Provider grants SVCE a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for each compatible electric vehicle ("EV") or electric vehicle service equipment ("EVSE") (each, an "Authorized User") to access and use the Services. For the avoidance of doubt, a customer may utilize both a compatible EV and a compatible EVSE as part of their access to the Services and only be counted once as an Authorized User. However, if a customer utilizes multiple EVs as part of the Services, each EV will separately be counted as an Authorized User. An Authorized User will be counted and invoiced to SVCE unless marked as dormant and removed by SVCE from the program. Other than any limitations otherwise described herein, Authorized Users will have no other limitations on their access to or use of the Services.

3.3 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a grant of license to use intellectual property in software form, to SVCE by the Service Provider.

3.4 Changes in Number of Authorized Users. Service Provider will invoice SVCE for an initial number of up to 100 Authorized Users ("Minimum Commitment") and Service Provider shall invoice SVCE for monthly Service Fees no lower than this Minimum Commitment. Should SVCE elect to increase the number of Authorized Users, Service Provider shall increase its Service Fees for subsequent calendar months in line with the pricing tiers specified in Exhibit A.

3.5 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of SVCE. Except as otherwise expressly set forth in Exhibit A, the Services (including all data storage), shall be stored at rest within the continental United States, European Union or United Kingdom and on computing and data storage devices residing therein, and all such locations shall be disclosed to SVCE annually and within thirty (30) days of the effective date of this Agreement. SVCE acknowledges the Service Provider may occasionally and temporarily (one week or less) access a limited set of data from outside of these geographies; for example during international travel or if a sub-contractor is temporarily-based outside of these geographies. In the event access outside these geographies is required for more than one week, Service Provider shall provide written notification to SVCE with the title of the resource, reason for extended outside-geography access, and estimation of when the need will be removed.

3.6 Subcontractors. Service Provider reserves the right to enter into subcontracts for the performance of a subset of the Services as part of this Agreement, subject to SVCE's written approval. If newly appointed subcontractors will be involved in processing personal

information on behalf of SVCE, the Service Provider will notify SVCE by updating the list of subcontractors used in the Service Provider's privacy policy, which can be found on its website here: https://ev.energy/privacy-policy/. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.

3.7 Development and Test Environments. The Service Provider shall not usually notify SVCE of any new releases to the mobile application or software, but will notify SVCE in advance of any new releases or updates that affect the core functionality of the Services. The Service Provider will notify SVCE how the new releases or updates differ in the functionality, performance, and compatibility of the software and Services before such new releases are deployed into live production. SVCE is entitled to test the functionality using a test version of the software at no additional charge.

3.8 Documentation. The documentation for the Services ("Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. SVCE shall have the right to make any number of additional copies of the Documentation at no additional charge.

3.9 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, SVCE, at SVCE's sole election and in SVCE's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the Services Fees accordingly on a prospective basis. . Where Service Provider increases functionality in the Services, such functionality shall be provided to SVCE without any increase in the Services Fees unless the functionality or feature was requested and agreed to by SVCE, in which case Service Provider shall invoice SVCE for the mutually-agreed associated costs as described in §6.

3.10 No Effect of Click-Through Terms and Conditions. Where an Authorized SVCE User is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement. Where an Authorized User (i.e. GridShift program participant) is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions may be binding if reviewed and agreed upon by SVCE.

3.11 Modification of the Services. SVCE's Chief Financial Officer shall be authorized to waive, in writing, any of the Service Provider's obligations with respect to the Services, where deemed to be in SVCE's best interests, provided that no such modification shall result in any increase in the amount of the Services Fees.

3.12 Compliance with All Laws. Service Provider 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. Service Provider shall, at all times, observe and

comply with all such applicable laws and regulations, including, but not limited to the Americans with Disabilities Act. SVCE, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Service Provider to comply with this paragraph.

4. Service Levels.

4.1 Service Levels. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Periods and in accordance with the applicable Service Level Standards, each as described in Exhibit A hereto.

4.2 Service Level Reporting. On a quarterly basis, in arrears and no later than the fifteenth (15^{th}) calendar day of the subsequent month following the reporting period, Service Provider shall provide reports to SVCE describing the performance of the Services and of Service Provider as compared to the Service Level Standards. The report shall be in a form agreed-to by SVCE, and, in no case, shall contain less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Service Provider has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (d) any Performance Credit due to SVCE. Service Provider and SVCE will meet quarterly to review the performance of Service Provider as it relates to the Service Levels. Where Service Provider fails to provide a report for a Service Level in the applicable timeframe, the Service Level shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Service Provider shall, without charge, make SVCE's historical Service Level reports available to SVCE upon request.

4.3 Failure to Meet Service Level Standards. In the event Service Provider does not meet a Service Level Standard, Service Provider shall: (a) owe to SVCE any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet Service Level Standard is subsequently met. Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall SVCE be required to notify Service Provider that a Performance Credit is due as a condition of payment of the same.

4.4 Termination for Material and Repeated Failures. SVCE shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement, and be entitled to a return of any pro-rated fees where Service Provider fails to meet any Service Level Standard: (a) to such an extent that the SVCE's ability, as solely determined by SVCE, to use the Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

4.5 Audit of Service Levels. No more than annually, SVCE or SVCE's agent shall have the right to audit Service Provider's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit, at SVCE's own cost. Where it is determined that any Performance Credit was due to SVCE but not paid, Service Provider shall immediately owe to SVCE the applicable Performance Credit.

5. Support; Maintenance; Additional Services.

5.1 Technical Support. Service Provider shall provide the Technical Support as described in Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.

5.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; (d) the mobile app Services work with the then-current version and the three prior versions of Apple iOS and Google Android mobile operating systems; and (e) the web-based data portal Services work with the then-current version and the three prior versions of Internet Explorer, Mozilla Firefox, and Google Chrome internet browsers. The Services Fees shall be inclusive of the fees for maintenance except where explicitly stated in Exhibit A as they relate to external data ingestion fees.

5.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by SVCE on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to SVCE of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to SVCE and in any circumstance no later than one (1) business day following the implementation of the emergency maintenance.

5.2.2 Acceptance of Non-Emergency Maintenance. For non-emergency maintenance, only on an exceptional basis and upon written request to the Service Provider shall SVCE have a mutually agreed-upon period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that SVCE rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if SVCE has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by SVCE and Service Provider shall be entitled to introduce the maintenance changes into production.

5.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in Exhibit A. The Services Fees shall be in addition to the fees for the Customization / Integration Services.

5.4 Training Services. Service Provider shall provide the Training Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Training Services.

6. Audit Rights of Service Provider. Service Provider shall have no right to conduct an on-premises audit of SVCE's compliance with the use of the Services. No more than once annually, Service Provider shall have the right to request from SVCE its certification of compliance with the

permitted number of Authorized Users. Where the actual number of users exceeds the permitted number of Authorized Users, SVCE, at SVCE's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) acquire the appropriate number of Authorized Users' licenses at the rate specified in Exhibit A so as to be in compliance with the permitted number of Authorized Users.

7. Change Control Procedure. SVCE may, upon written notice, request changes to the scope of the Services under Exhibit A. If SVCE requests an increase in the scope, SVCE shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify SVCE whether or not the change has an associated cost impact. If SVCE approves, SVCE shall issue a change order, which will be executed by the Service Provider. SVCE shall have the right to decrease the scope, and the associated fees will be reduced accordingly.

8. Termination; Renewals.

8.1 Termination for Convenience. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, either Party may terminate this Agreement for convenience upon not less than two (2) months' prior written notice to the other Party.

8.2 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

8.3 Termination for late payment. The Service Provider may terminate this agreement with immediate effect if SVCE fails to make payment within 30 calendar days of written notice of arrears which have accumulated to a value greater than or equal to $20,000 worth of previously raised and overdue invoices.

8.4 Payments upon Termination. Upon the termination of this Agreement, SVCE shall pay to Service Provider all undisputed and/or pro-rated amounts due and payable hereunder, if any, and Service Provider shall pay to SVCE all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.

8.5 Return of SVCE Data. Upon the termination of this Agreement, Service Provider shall, within fourteen (14) business days following the termination of this Agreement, provide SVCE, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the SVCE Data in the format specified by SVCE. Further, Service Provider shall certify to SVCE the destruction of any SVCE Data within the possession or control of Service Provider, in accordance with Section 12.5, but such destruction shall occur only after the SVCE Data has been returned to SVCE. This Section shall survive the termination of this Agreement.

8.6 Renewals. Should the Services continue beyond the Initial Term, the Services Fees for the Renewal Term may be increased no more than ten percent (10%) of the previous year's Service Fees on an annualized basis.

9. Transition Services. Service Provider will provide to SVCE and/or to the service provider selected by SVCE ("Successor Service Provider") assistance reasonably requested by SVCE to effect the orderly transition of the Services, in whole or in part, to SVCE or to Successor Service Provider ("Transition Services") following the termination of this Agreement, in whole or in part. The Transition Services may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to SVCE or Successor Service Provider; (b) if required, transferring the SVCE Data to Successor Service Provider; (c) using commercially reasonable efforts to assist SVCE in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to SVCE, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

10. Fees; Billing. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable no later than thirty (30) business days after receipt by SVCE of an invoice from Service Provider.

10.1 Billing Procedures. Service Provider shall bill to SVCE the sums due pursuant to Exhibit A by Service Provider's invoice, which shall contain: (a) SVCE's purchase order number, if any, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall forward invoices in electronic format to the email address of the designated SVCE program manager and invoices@svcleanenergy.org.

10.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that SVCE is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

10.3 Credits. Any amounts due to SVCE, such as a Performance Credit, from Service Provider may be applied by SVCE, at the sole election of SVCE, against any current or future fees due to Service Provider. Any such amounts that are not so applied by SVCE shall be paid to SVCE by Service Provider within thirty (30) calendar days following SVCE's request. This Section shall survive the termination of this Agreement.

10.4 Non-binding Terms. Any terms and conditions included in a Service Provider invoice shall be deemed to be solely for the convenience of the Service Provider, and no such term or condition shall be binding upon the SVCE.

10.5 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, SVCE in a format that will permit audit by SVCE for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement.

10.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to SVCE by Service Provider, SVCE is entitled to disclose

to a third-party this Agreement, and any other data pertaining to fees paid or payable by SVCE to Service Provider.

10.7 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) SVCE is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

11. Representations and Warranties.

11.1 Mutual. SVCE and Service Provider represent and warrant that:

11.1.1 it is a public entity or business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;

11.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

11.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

11.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

11.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

11.2 By Service Provider. Service Provider represents and warrants that:

11.2.1 it is in the business of providing the Services;

11.2.2 the Services are fit for the ordinary purposes for which they will be used;

11.2.3 it is possessed of superior knowledge with respect to the Services;

11.2.4 it acknowledges that SVCE is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to SVCE;

11.2.5 it knows the particular purpose for which the Services are required by SVCE;

11.2.6 it is the lawful licensee or owner of the Services (excluding any SVCE Data therein) and has all the necessary rights in the Services to grant the use of the Services to SVCE;

11.2.7 any open-source software provided by the Service Provider may be used according to the terms and conditions of the specific license under which the relevant Open-Source Software is distributed, but is provided 'as is';

11.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement;it has the expertise to perform the Services in a competent, workmanlike, and professional manner;

11.2.9 it will use its best efforts to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into SVCE's computing and network environment by the Services, and that, where it transfers a Virus to SVCE through the Services, it shall reimburse SVCE the actual cost incurred by SVCE to remove or recover from the Virus, including the costs of persons employed by SVCE to perform such services;

11.2.10 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of SVCE Data will result from such items if present in the Services;

11.2.11 in the case of SVCE's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of SVCE Data; and,the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

11.3 No representation or warranty is given by the Service Provider:

11.3.1 that all faults will be fixed within a specified period, with the exception of faults that fall within defined service response levels outlined in this Agreement,

11.3.2 that third parties (for example, vehicle and/or charger manufacturers) will enable continued access to control charging and/or collect data via their platforms.

11.4 All other conditions, warranties or other terms which might have effect between the parties or be implied into this Agreement by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

11.5 Any unauthorized modifications to or improper use of the Services by, or on behalf of, SVCE and its Authorized Users shall render all Contractor's warranties and obligations under this Agreement null and void.

12. SVCE Data.

12.1 Ownership. SVCE's data ("SVCE Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) SVCE's data collected, accessed, used, processed, stored, or generated as the result of the SVCE's use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Except where subject to a third party's intellectual property rights, all SVCE Data is and shall remain the sole and exclusive property of SVCE and all right, title, and interest in the same belongs to SVCE. This Section shall survive the termination of this Agreement.

12.2 Service Provider Use of SVCE Data. Service Provider is provided a limited license to access SVCE Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display SVCE Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain SVCE Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose SVCE Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to SVCE Data only to those employees of Service Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available SVCE Data for Service Provider's own purposes or for the benefit of anyone other than SVCE without SVCE's prior written consent. This Section shall survive the termination of this Agreement.

12.3 Access to, and Extraction of SVCE Data. SVCE shall have full and complete access to, and ability to download, its SVCE Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Service Provider. Further, Service Provider shall, within one (1) business day of SVCE's request, provide SVCE, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Service Provider), an extract of the SVCE Data in the format specified by SVCE. In the event SVCE gives Service Provider written notice of a "litigation hold", then as to all data identified in such notice, Service Provider shall, at no additional cost to SVCE, isolate and preserve all such data pending receipt of further direction from the SVCE.

12.4 Backup and Recovery of SVCE Data. As a part of the Services, Service Provider is responsible for maintaining a backup of SVCE Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Service Provider shall maintain a contemporaneous backup of SVCE Data that can be recovered within two (2) hours at any point in time. Any backups of SVCE Data shall not be considered in calculating storage used by SVCE.

12.5 Loss or Unauthorized Access to Data. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of SVCE Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of SVCE Data, Service Provider shall, as applicable: (a) notify SVCE as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with SVCE in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by SVCE; (c) in the case of PII, at SVCE's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse SVCE for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting SVCE's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless SVCE for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from SVCE in connection with the occurrence; (g) be responsible for recreating lost SVCE Data in the manner and on the schedule set by SVCE without charge to SVCE; and, (h) provide to SVCE a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

13. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

13.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. Except for electric and gas usage information provided to Service Provider pursuant to this Agreement, the term "Confidential Information" does not include any information or documentation that was:

(a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, SVCE Data shall be deemed to be Confidential Information.

13.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

13.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. It is understood that SVCE is subject to the California Public Records Act (Gov. Code § 6250 *et seq*.). If a request under the California Public Records Act is made to view Service Provider's Confidential Information, SVCE shall notify Service Provider of the request and the date that such records will be released to the requester unless Service Provider obtains a court order enjoining that disclosure. If Service Provider fails to obtain a court order enjoining that disclosure, SVCE will release the requested information on the date specified.

13.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of SVCE, at the sole election of SVCE, the immediate termination, without liability to SVCE, of this Agreement.

13.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement or an Exhibit A, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which is in such party's possession, custody, or control; provided, however, that Service Provider shall return SVCE Data to SVCE following the timeframe and procedure described further in this Agreement. Should Service Provider or SVCE determine that the return of any SVCE Data or non-SVCE Data Confidential Information is not feasible, Service Provider shall destroy the data comprising such Confidential Information in compliance with the most current version of NIST standard SP800-88, or

other standard acceptable to the SVCE, and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

14. Data Privacy and Information Security.

14.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing, maintaining, and providing a written description to SVCE of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the SVCE Data; (b) protect against any anticipated threats or hazards to the security or integrity of the SVCE Data; (c) protect against unauthorized disclosure, access to, or use of the SVCE Data; (d) ensure the proper disposal of SVCE Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program used to protect SVCE Data be less stringent than the safeguards used by Service Provider for its own data.

If the Services include handling credit card information, then the Service Provider shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Service Provider agrees and warrants that it is responsible for the security of "cardholder data" that Service Provider possesses, stores, processes or transmits on behalf of the SVCE, and for any impact on the security of SVCE's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the Services.

14.2 Audit by Service Provider. At SVCE's request, sole cost to bear, and vendor selection responsibility, Service Provider shall undergo a vendor risk management assessment focusing on IT general controls, data privacy, and information security to support SVCE's responsibility under CPUC decision 12-08-045

14.3 Right of Audit by SVCE. Without limiting any other audit rights of SVCE, SVCE shall have the right to review Service Provider's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the providing of the Services, upon request by SVCE and at most one (1) time per calendar year, Service Provider agrees to complete, within forty-five (45 days) of receipt, a vendor risk management questionnaire provided by SVCE regarding Service Provider's data privacy and information security program.

14.4 Audit Findings. Service Provider shall address weakness(es) identified in a vendor risk assessment or similar review with additional safeguards or by demonstrating compensating controls for the identified weakness(es).

14.5 Pattern of Violations. It shall be considered a material breach of this Agreement if Service Provider engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Service Provider understands that if SVCE finds that Service Provider is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement SVCE shall promptly cease all disclosures of Confidential Information to Service Provider. Service Provider further understands that if SVCE receives a customer complaint about Service Provider's misuse of data or other violation

of the Disclosure Provisions, SVCE shall promptly cease disclosing that customer's information to Service Provider and shall notify the California Public Utilities Commission ("CPUC")of the complaint.

14.6 CPUC Compliance. Service Provider 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.

14.7 Injunction, Specific Performance or Such Other Relief. Service Provider acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to SVCE and/or SVCE Customers, the amount of which may be difficult to assess. Accordingly, Service Provider hereby confirms that the SVCE shall be entitled to apply to a court of competent jurisdiction or the CPUC 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 Service Provider or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SVCE, in law or equity.

14.8 SVCE's Right to Termination for Deficiencies. SVCE reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if SVCE reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.

15. Proprietary Rights.

15.1 Intellectual Property Ownership. The intellectual property of the software Services provided by the Service Provider (other than open-source software and third-party software) are, and shall remain, the property of the Service Provider, and the Service Provider reserves the right to grant a license to use its software Services to any other party or parties. SVCE acquires no rights in or to the Service Provider's software and accompanying documentation other than those expressly granted by this Agreement. SVCE shall not permit any third parties (apart from Authorized Users and Authorized SVCE Users) to access the Service Provider's software and/or Services without its prior written consent.

15.2 Pre-existing Materials. SVCE acknowledges that, in the course of performing the Services, Service Provider may use software and related application programming interfaces ("APIs"), algorithms, codes, methodologies and designs that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.

15.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

15.4 Infringement of Intellectual Property. SVCE shall use commercially reasonable efforts to prevent any infringement of the Service Provider's Intellectual Property Rights in the

Contractor Software and shall promptly report to the Service Provider any such infringement that comes to its attention.

15.5 No sub-license. SVCE shall not sub-license, rent, lend, assign, or transfer the software and Services of the Service Provider, to any other entity other than to Authorized Users as outlined in this Agreement, without the prior written consent of the Service Provider.

15.6 The provisions of this Section shall survive the termination of this Agreement.

16. Indemnification; Limitation of Liability; Insurance.

16.1 General Indemnification. Service Provider agrees to indemnify, defend, and hold harmless SVCE and its elected officials, officers, directors, agents, attorneys and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; (d) any destruction, or unauthorized access, use, or theft of SVCE Data (collectively, "cyber theft") or, (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the sole negligence or willful misconduct of an Indemnitee.

16.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that SVCE is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for SVCE the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by SVCE; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to SVCE any prepaid fees and support SVCE at zero cost with any request for Transition Services.

16.3 Indemnification Procedures. Promptly after receipt by SVCE of a threat, notice, or filing of any Claim against an Indemnitee, SVCE shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider

of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and SVCE shall not independently defend or respond to a Claim; provided, however, that: (a) SVCE may defend or respond to a Claim, at Service Provider's expense, if SVCE's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) SVCE shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, SVCE shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse SVCE for all reasonable out-of-pocket costs incurred by SVCE (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

16.4 Third-Party Beneficiaries. Nothing, express or implied, in this Agreement is intended to benefit, or to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor Indemnitees.

16.5 Insurance. Unless otherwise approved in writing by SVCE's risk manager, Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly admitted and qualified in California covering the operations of Service Provider, pursuant to this Agreement: commercial general liability ($1,000,000 per occurrence, $2,000,000 aggregate); excess liability ($2,000,000 per occurrence, $2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability ($500,000 per accident); cyber liability ($5,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of SVCE Data; (ii) data breach including theft, destruction, and/or unauthorized use of SVCE Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of SVCE Data; and professional liability ($1,000,000 per occurrence, $1,000,000 aggregate). Any of the foregoing policy limits shall be subject to modification by the SVCE's risk manager upon thirty (30) days prior, written notice to Service Provider, and at any time prior to commencement of the Services.

The Indemnitees shall be named as additional insureds in the commercial general, cyber, and excess liability policies which shall contain standard cross liability clauses. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policies shall be primary without right of contribution from any Indemnitee, and Service Provider waives all rights of subrogation with respect to said policies. Such policies shall require that SVCE be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. SVCE shall have the right to request (with Service Provider's mutual agreement) an adjustment of the limits of liability for commercial general, cyber, and excess liability, and/or professional liability insurance as Service Provider's exposure to SVCE increases. Service Provider shall provide SVCE with certificates of insurance and original endorsements, evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide SVCE with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution

17. General.

17.1 Relationship between SVCE and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for SVCE or in any way to bind or to commit SVCE to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of SVCE. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of SVCE. In recognition of Service Provider's status as an independent contractor, SVCE shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. SVCE shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of SVCE.

17.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the County of Santa Clara, State of California, in all questions and controversies arising out of this Agreement.

17.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.

17.4 Compliance with Laws; SVCE Policies and Procedures. Service Provider agrees to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with SVCE policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.

17.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any SVCE supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to SVCE, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

17.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood, pandemic or other natural catastrophe, governmental legislation, acts, orders, or regulation including "shelter-in-place" orders, strikes or labor difficulties, to the extent not occasioned by the fault or

negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of SVCE Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for SVCE to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to SVCE upon SVCE's request. The Business Continuity Plan shall include: (a) Services and SVCE Data backup and recovery procedures, including procedures and resources for disaster recovery; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to SVCE upon SVCE's request.

17.7 Advertising and Publicity. Service Provider shall not refer to SVCE directly or indirectly in any advertisement, news release, or publication, or use any SVCE logo, seal or mark, without prior written approval from SVCE.

17.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

17.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by email or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by email shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee. For notices given by email, addressee shall provide acknowledgement within 10 business days of receipt. If the sender does not receive acknowledgement from the addressee within 10 business days, the notice shall then be given by certified mail.

17.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of SVCE. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-

parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. SVCE, at SVCE's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of SVCE's business.

17.11 Counterparts; Facsimile/PDF/Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

17.12 Entire Agreement. This Agreement and any and all attached exhibits, each of which is incorporated by reference herein, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between SVCE and Service Provider as to the subject matter hereof. No representation or promise not expressly set forth herein shall be binding. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions contained in any exhibit hereto. This Agreement may only be amended by an instrument in writing signed by the parties. 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.

17.13 Cumulative Remedies. All rights and remedies of SVCE herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

17.14 No Recourse against Constituent Members of Authority. SVCE is organized as a Joint Powers SVCE 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. SVCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Service Provider shall have no rights and shall not make any claims, take any actions or assert any remedies against any of SVCE's constituent members in connection with this Agreement.

17.15 Non-Discrimination. In the performance of this Agreement, Service Provider, and any subcontractor of Service Provider 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, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Service Provider shall have responsibility for compliance with this Section.

17.16 Conflict Of Interest. Service Provider 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. Service Provider and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of

the State of California applicable to Service Provider'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, Service Provider may perform similar services for other clients, but Service Provider and its officers, employees, associates and subcontractors shall not, without the SVCE Representative's prior written approval, perform work for another person or entity for whom Service Provider is not currently performing work that would require Service Provider or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Service Provider shall incorporate a clause substantially similar to this section into any subcontract that Service Provider executes in connection with the performance of this Agreement. Service Provider understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Service Provider to make certain governmental decisions or serve in a staff SVCE, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

17.17 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.

17.18 Final Payment Acceptance Constitutes Release. The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of SVCE from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of SVCE'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 SVCE shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, 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 SVCE for any defect or error in the work prepared by Service Provider, its employees, subcontractors and agents.

17.19 SVCE's Rights to Employ Other Consultants. SVCE reserves the right to employ other consultants in connection with the subject matter of the Services.

17.20 Exclusivity. The Service Provider shall be free to work with other community choice aggregators, energy utilities, energy retailers, and energy service companies as required by its business model. This notwithstanding, the Service Provider shall provide SVCE visibility into the number of SVCE customers to whom it is providing EV charging services outside of the GridShift program, and commits to collaborating with SVCE to originate said customers onto the GridShift program.

17.21 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.

17.22 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.

17.23 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 Service Provider's proposal, the provisions of this Agreement shall control.

17.24 Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

Executed on the dates set forth below by the undersigned authorized representative of SVCE and Service Provider to be effective as of the Effective Date.

RECOMMENDED FOR APPROVAL

DocuSigned by:
Aimee Bailey
7BC1D044BEEF49B...

Aimee Bailey, Director of Decarbonization and Grid Innovation Programs

RECOMMENDED FOR APPROVAL

DocuSigned by:
Amrit Singh
A88F1DF92E8F467...

Amrit Singh, Chief Financial Officer/Director of Administrative Services

SILICON VALLEY CLEAN ENERGY (SVCE)

By: DocuSigned by: Girish Balachandran 5CA64B9AC4C24C3...
Name: Girish Balachandran

Title: Chief Executive Officer

Date: 6/6/2021

Addresses for Notice:

Email: aimee.bailey@svcleanenergy.org

Mailing Address: 333 W El Camino Real, #330, Sunnyvale, CA 94087

EV.ENERGY CORP. (SERVICE PROVIDER)

By: DocuSigned by: Nick Woolley 1D66C0341B8F446...
Name: Nick Woolley

Title: Director

Date: 6/6/2021

Addresses for Notice:

E-mail: nick.woolley@ev.energy

Mailing address: 437 Kipling Street #200, Palo Alto, CA 94301

APPROVED AS TO FORM:
DocuSigned by: Gregory W. Stepanicich 9E728D9E914F493...
Counsel for Authority

ATTEST:
DocuSigned by: Andrea Pizano 8BC3504ACEA848D...
Authority Clerk

EXHIBIT A
STATEMENT OF SERVICES, SUPPORT, AND SERVICE LEVEL AGREEMENT

This Exhibit A - Statement of Services and Service Level Agreement shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between **SILICON VALLEY CLEAN ENERGY** ("SVCE") and **EV.ENERGY CORP.** ("Service Provider") dated May 13, 2021, ("Agreement"). In the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description. Service Provider shall provide the following Services to SVCE through this Agreement:

a) Smart Energy Service development, configuration and deployment;
b) Smart Energy Service delivery;
c) Marketing Services;
d) Technical Support Services; and
e) Training Services.

Smart Energy Service development, configuration and deployment. Service Provider will provide the hardware integrations, mobile app features and utility data portal included in the non-Hardware Agreement between the Parties dated May 1, 2020. New hardware integrations and mobile app features may or may not be released and made available to Authorized Users in line with the Service Provider's non-binding product roadmap. Customized or time-sensitive hardware integrations, data ingestion feeds or features for the Smart Energy Service will be delivered at the below prices in accordance with a mutually agreed upon set of requirements and timetable outlined in Exhibit B:

a) *Vehicle telematic integrations:* $15,000 per Original Equipment Manufacturer (OEM)
b) *EVSE integrations:* $15,000 per model
c) *Event-based data ingestion feeds:* $10,000 to build each feed, plus additional charges on a time & materials basis for any work required to update and/or maintain the functionality of these feeds (rate card to be provided)
d) *Reporting on event performance & efficacy:* chargeable on a time & materials basis; rate card to be shared

SVCE will be able to access each of the above via a mobile test environment upon delivery. Within ten business days of the Service Provider's delivery, SVCE shall review the additional integration, customization or feature to confirm that it meets and confirms to the mutually agreed up on set of requirements. Should the Service Provider fail in any material respect to conform with the requirements, SVCE shall give the Service Provider a detailed description of any such non-conformance, in writing, within the ten-day review period. If SVCE does not provide any written comments in the ten-day period described above, or the new integration/customization/feature is found to conform with SVCE's requirements, then the Service Contractor shall consider its work to be deemed accepted and will deploy the work into a production environment ready for use by the Authorized Users.

Smart Energy Service delivery. Beginning on the effective date of this Agreement, and for the duration of the Agreement, the Service Provider shall provide managed EV charging services for Authorized Users. "Managed EV charging" shall mean the ability to wirelessly connect to the customer's compatible EV or compatible EVSE, and control charging on/off to deliver a charging schedule that has been optimized to one or multiple variables set by SVCE for charging done at the customer's primary residential address supplied by SVCE. These variables may include time-of-use rate pricing and hours and/or average or marginal carbon emissions from energy generation. The Service Provider will manage ongoing new

releases and updates to the Smart Energy Service as it deems necessary to maintain functionality, performance and compatibility.

Service Provider shall also continue to provide a mobile application ("GridShift app") designed with SVCE branding which allows SVCE customers to create an account, select or automatically be matched with their electricity rate, connect their compatible EV or compatible EVSE, receive notifications, set a ready-by time for scheduled managed charging, temporarily override managed charging, view approximate energy consumption and costs for historic charging sessions, disable managed EV charging, contact customer support, and revoke the Service Provider's access to control their vehicle and/or EVSE.

In addition, Service Provider shall work with SVCE to design and deploy events, which are periods of time that SVCE customers are encouraged to either shift their charging toward or away from. Events will be designed around triggers such as: average or marginal carbon emissions from energy generation, grid reliability triggers (e.g. Flex Alerts, Emergency Load Reduction Program, Critical Peak Pricing/Peak Day Pricing), and SVCE-defined triggers. Service Provider shall maintain oversight over the event triggers through the data ingestion feeds built during Smart Energy Service development, configuration & deployment, but cannot make any guarantees about the efficacy or performance of such event triggers. SVCE shall provide the Service Provider with minimum thirty (30) days' notice in advance of any changes to the source or nature of these event triggers. The procedure and communications required to call an event shall be mutually agreed upon by SVCE and Service Provider.

Additional detail on likely event triggers is included in Table 1 to indicate possible event frequencies, dispatch profiles, triggers, and processes for notification. Service Provider and SVCE shall work to further refine the event triggers, core attributes of each event type, and associated communication channel(s) to all or select Authorized Users, but the information in Table 1 sets the general expectation of types of integrations and activity that will be needed to support events.

	Flex Alert	ELRP	CPP/PDP	SVCE-defined reliability	Low-carbon
Event type	Reliability	Reliability	Reliability	Reliability	Clean charging
Context	Issued by CAISO	CPUC Emergency Load Reduction Program	PG&E Peak Day Pricing events	SVCE-defined events	SVCE and Service Provider-defined events
Frequency	~10 per year	Annual dispatch limit of 60 hours	9 – 15 per year	Around 2 per month	Around 10 per month
Season	Jun – Oct	Jun – Oct	Jun – Oct	Year-round (focused on Jun – Oct)	Year-round
Time of day	4pm – 9pm Pacific	4pm – 9pm Pacific	4pm – 9pm Pacific	Any time	Off-peak hours
Event duration	5 hours	1 – 5 hours	5 hours	TBD	TBD
Trigger	Grid emergencies	CAISO Alert declaration followed by IOU activation	Event days are triggered by high temperatures,	To be defined by SVCE	Average or marginal grid emissions falls below a

		of day-ahead / day-of trigger	CAISO emergencies or high market prices		threshold determined by SVCE and Service Provider
Notice	Usually day-ahead, sometimes little to no advance notice	Both day-ahead and day-of triggers	Day-ahead	Day-ahead	6 – 24 hours ahead
Notification method	Posted to ISO website	TBD	Forecast available on PG&E website. Event day alerts available to participants.	SVCE notifies Service Provider via e-mail	CAISO integration (average emissions) or WattTime SGIP API call (marginal emissions)

Table 1. Table of event triggers

Finally, Service Provider shall provide to SVCE a web-based data portal through which Authorized SVCE Users can view and download aggregated and customer-level charging data that is updated and made available in real time. Customer-level charging data shall be of sufficient granularity and quality in order to enable SVCE to claim incremental LCFS credits for customers' residential charging, and in order to enable SVCE to match charging sessions to an individual customer account or address and the customer's vehicle model and/or charger model. In addition, customer-level charging data shall include indicators that flag whether the charging occurred at the home address the Authorized User has specified in the mobile app, flag the customer's participation in events, and flag when secondary emissions optimization has occurred. The web-based data portal shall also provide a list of all Authorized Users and their program status (i.e. smart-charging enabled, smart-charging disabled, dormant).

Marketing Services. As part of its intention to increase the number of Authorized Users, the Service Provider shall provide core Marketing Services at no additional cost to SVCE. These Marketing Services will be designed and executed by the Service Provider and may include targeted email and social media campaigns, communications via EV owners' associations and forums, online advertising, customer referrals, and referrals from third parties including hardware manufacturers and installers. Any marketing materials that are co-branded or use SVCE's name must be approved by SVCE. When requested by SVCE and where practical, the Service Provider will support SVCE in designing and executing its own customer outreach campaigns including but not limited to the time-of-use transition. In addition, as part of its commitment to growing the GridShift program and the number of Authorized Users receiving the Services, SVCE will also commit financial and human resources to market and grow the GridShift program, including but not limited to SVCE marketing and communications staff support, one-time program enrollment incentives, rebates for Gridshift-compatible EVSEs, and/or financial incentives for customers who participate in any number of the events listed in Table 1.

Technical Support Services. Service Provider will provide to Authorized SVCE Users and Authorized Users with email support ("Technical Support"), with responses to any queries raised to

gridshift@ev.energy provided within 3 business days. Technical Support will include any research and resolution activity performed by Service Provider.

a) Scope of Technical Support. Technical Support shall be provided in English and shall include assisting SVCE and/or its Authorized Users with general inquiries in connection with the Services, remote diagnosis (and where possible) correction of any errors/bugs/failures to ensure that the Authorized User is provided with the functionalities described above, and responding to SVCE with all reasonable requests for information or assistance as soon as reasonably practicable.

b) Service Provider's obligations. Service Provider shall have no obligation to provide Technical Support where faults rise from (i) misuse, incorrect use of or damage to the customer's hardware or firmware; (ii) failure of the customer or SVCE to maintain the necessary environmental conditions for use of the managed charging software; (iii) use of the managed charging software or mobile app in combination with any hardware not designated as compatible by the Service Provider; or (iv) any modification to the customer's hardware, firmware or software not authorized by the Service Provider. The Service Provider will not provide or be under any obligation to provide on-site Technical Support.

c) SVCE's obligations. SVCE shall cooperate with the Service Provider in any manner reasonably required in order to carry out Technical Support Services, including provision of information and data, making available Authorized SVCE Users, and providing any information in relation to the diagnosis of any errors, bugs or failures.

Training Services. Service Provider shall provide each Authorized SVCE User with a one-time online training session on how to access and utilize the web-based data portal. In addition, Service Provider shall provide all new Authorized Users with on-boarding instructions, web-based FAQs, and/or pre-recorded on-boarding tutorials available via web access. Training for new Authorized Users will cover how to connect a compatible vehicle/EVSE, how to set a home charging location and ready-by time, how to enable advanced app features including push notifications and automatic off-peak charging, and how to override or disable managed charging. Training for new Authorized Users will be provided no earlier than 30 days prior to, and no later than 30 days after, the official date of their enrollment in the managed charging program as communicated by SVCE to the Service Provider. Any additional training required by SVCE shall be provided at the Service Provider's standard rates then in force.

Start Date and End Date. Services shall begin on the Effective Date and be delivered indefinitely unless otherwise terminated by either party in accordance with §7 of this Agreement. Any bespoke Smart Energy Service development, configuration and deployment services will be delivered according to the timelines set forth in Exhibit B.

Authorized Users and Services Fees. This Agreement will be governed by a scalable pricing model, with a minimum commitment of up to 100 Authorized Users at a minimum price of $4,500 per month ("Minimum Commitment"). Between 101 and 500 Authorized Users, Service Provider shall invoice SVCE a fee of $7,500 per month. Between 501 and 1,000 Authorized Users, Service Provider shall invoice SVCE a fee of $10,000 per month. Beyond 1,000 Authorized Users, Service Provider shall invoice SVCE a fee of $1,250 per month per block of 500 incremental Authorized Users (e.g. 1,001 Authorizes Users would be invoiced at a fee of $11,250 per month). These prices will be reviewed by the Service Provider on an annual basis starting May 13th 2022, where they may be revised by the Service Provider by a maximum of 5%. Invoices will be prepared on a monthly basis and the Service Provider shall only invoice SVCE based on the number of Authorized Users who have had access to the Services for the full preceding calendar month.

Technical Support and Incident Response Procedures

There are broadly three kinds of incidents which could occur, arising from:

a) Hardware connection issues: a compatible EV or compatible EVSE loses its local connectivity at the customer's home, the OEM's telematic platform temporarily goes offline, or the Service Provider's access to connect to the hardware has expired or has been revoked by the Authorized User.

b) Charging schedule issues: Service Provider charges an Authorized User's vehicle entirely or partly during peak-pricing hours when there are enough off-peak pricing hours to charge the vehicle to the specified battery level before the specified ready-by time; or the Service Provider does not charge the Authorized User's vehicle to the specified battery level before the specified ready-by time.

c) Mobile app issues: the GridShift mobile application provided by the Service Provider does not receive or display push notifications authorized by the User, does not display accurate energy consumption or cost data for the Authorized User, or does not display an accurate location for the User's charging session(s).

For hardware connection issues, Service Provider shall endeavor to work with the affected User to troubleshoot possible connectivity issues between the vehicle/EVSE and the managed-charging platform. If the connection issue is found to be the result of a bug or flaw on the managed-charging platform, Service Provider shall notify SVCE, shall endeavor to remedy the issue, shall notify SVCE and the affected User(s) once resolved, and shall pay any applicable Performance Credits to SVCE. If the connection issue is found to be the result of a bug or flaw on the manufacturer's platform, Service Provider shall notify SVCE and the affected User(s) of the issue and update them once it is resolved, but shall not be responsible for paying any Performance Credits.

For charging schedule issues, Service Provider shall publish and maintain a real-time monitoring tool which automatically detects charging sessions with significant (i.e. >5 kWh and >10% of total energy delivered) quantities of electricity delivered during peak-pricing hours, when sufficient off-peak pricing hours were available to deliver a charge to the User's specified battery level before the specified ready-by time. When such charging sessions are detected, Service Provider shall report them to SVCE, investigate the root cause(s) of the issue, and remedy the issue in line with the Technical Support Problem Response and Resolution Service Level section below.

For mobile app issues, Service Provider shall work with Authorized Users who raise an issue with the mobile app to troubleshoot and/or identify the root cause of the issue, release a fix in the subsequent app update where feasible, and email the affected User(s) explaining the cause of the error/discrepancy and outlining resolutions including but not limited to an update to the mobile app. Service Provider will regularly issue updates to the mobile app to ensure continued compatibility with the latest Apple iOS and Google Android software.

Service Levels.

a) Availability Service Level.

1) Definitions.

(a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

(b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the mutually agreed day(s) and time(s) during which Service Provider shall maintain the Services.

(c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

(d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Service Level Standard. Services will be available to Authorized Users for normal use 99% of the Scheduled Uptime.

3) Calculation. (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point) x $10,000

4) Performance Credit.

(a) Where Percentage Uptime is greater than or equal to 99%, no Performance Credit will be due to SVCE.

(b) Where Percentage Uptime is less than 99%, SVCE shall be due a Performance Credit proportional to the % reduction in Percentage Uptime for the reporting month.

5) Example Calculation.

(a) Assuming reporting month is February 2012 (41,760 minutes).

(b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).

(c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).

(d) Assuming Actual Uptime of 40,000 minutes. A Percentage Uptime is calculated as follows: (40,000 / 40,800) *100 = 98.04%.

(e) The threshold of 99% less the Percentage Uptime of 98.04% = 0.96%.

(f) SVCE is due 0.96% of $10,000 as a Performance Credit.

b) Technical Support Problem Response and Resolution Service Level.

1) Definition. "Total Problems" shall mean the total of problems occurring in the reporting month.

2) Service Level Standard. The Service Provider will respond to two categories of problems associated with delivery of the Services:

i) Problems that shall be investigated and resolved within 5 working days if the problem prevents >25% of Authorized Users from accessing the Services to charge their vehicle as required; and

ii) Problems that shall be investigated and resolved within 15 working days if >25% of Authorized Users are able to access the Services to charge their vehicle as required, but are unable to access a specific functionality delivered by the Service Provider.

3) Calculation. Performance Credit = (Number of problems occurred in any one calendar month) x 25% x $10,000.

4) Performance Credit. Performance Credit will be issued up to a maximum of $5,000 in any calendar month.

5) Example Calculation

(a) Number of problems occurred in any one calendar month = 2

(b) Performance credit = 2 x 0.25 x $10,000 = $5,000.

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EXHIBIT B
SCHEDULE OF PERFORMANCE

The below Schedule provides a high-level timeline for expansion of the GridShift Program. Given the interdependencies between SVCE and the Service Provider to carry out the below tasks not explicitly noted as a "Customized/time-sensitive feature," the Service Provider will endeavor to work with SVCE to complete the below tasks within the respective Begin and Complete dates but it is understood that timely delivery is dependent on SVCE, OEMs and other third-party actors. This schedule may be modified with the written approval of SVCE.

Task	Begin	Complete
1. Finalize marketing plan for TOU transition	May 13, 2021	May 31, 2021
2. Deliver TOU transition marketing campaign	June 1, 2021	July 31, 2021
3. TOU customer enrollment	July 1, 2021	August 31, 2021
4. Finalize reliability events program design for summer 2021	May 13, 2021	May 31, 2021
5. Build & test data ingestion feeds required to deliver reliability events for summer 2021*	June 1, 2021	June 30, 2021
6. Deliver reliability events for summer 2021	July 1, 2021	October 31, 2021
7. Finalize broader marketing plan for GridShift program scale-up (non-TOU)	June 1, 2021	June 30, 2021
8. Deliver GridShift scale-up marketing campaign	July 1, 2021	September 30, 2021
9. Test & release OEM smart-charging integrations for Jaguar, Land Rover, ChargePoint Home Flex	May 13, 2021	June 30, 2021
10. Test & release OEM integrations for BMW (smart-charging), Nissan (read-only), Ford (read-only), Hyundai (read-only), Siemens VersiCharge (smart-charging)	July 1, 2021	September 30, 2021
11. Conduct second enrollment wave[1]	October 1, 2021	October 31, 2021
12. Test & release smart-charging OEM integration for Chevrolet*	December 1, 2021	December 31, 2021
13. Reintroduce & deliver low-carbon events	November 1, 2021	May 31, 2022
14. Deliver New Year GridShift scale-up marketing campaign	January 1, 2022	*Ongoing*
15. Conduct third enrollment wave[2]	February 1, 2022	*Ongoing*
16. Reintroduce & deliver summer reliability events	June 1, 2022	October 31, 2022
17. Reintroduce & deliver low-carbon events	November 1, 2022	May 31, 2023

*Customized/time-sensitive feature with additional costs for SVCE – time is of the essence

[1] Target is to have 500 – 1,000 Authorized Users enrolled by December 31, 2021

[2] Target is to have 2,000 – 5,000 Authorized Users enrolled by December 31, 2022

Note: "read-only" OEM integrations mean that an Authorized User with this hardware is eligible to benefit from all of the elements of the Smart Energy Service except Managed EV Charging.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1g

Item 1g:	**Authorize the Chief Executive Officer to Submit a Letter of Commitment to the City of San Jose Confirming the Authority's Participation as a Subrecipient in a Charging and Fueling Infrastructure Grant Application and to Negotiate and Execute Documents Necessary to Administer the Grant if the Application is Awarded**
From:	Monica Padilla, CEO
Prepared by:	Justin Zagunis, Director of Decarbonization Programs and Policy Anthony Eulo, Senior Manager of Public Sector Services
Date:	8/14/2024

RECOMMENDATION

Staff recommends the SVCE Board of Directors (Board) authorize the Chief Executive Officer (CEO) to:

1. Submit the Letter of Intent (Attachment 1) to the City of San Jose confirming SVCE's participation as a subrecipient in the Charging and Fueling Infrastructure (CFI) grant application San Jose is submitting to the Federal Highway Administration (FHA).
2. Negotiate and execute the documents necessary to administer the CFI grant if the application is awarded.

BACKGROUND

SVCE was approached by San Jose Clean Energy (SJCE) in June regarding a partnership on a CFI grant application. CFI grants can be used to fund the installation of electric vehicle (EV) charging infrastructure that is accessible to the public. These chargers will support transportation electrification throughout the region, consistent with EV charging programs previously approved by the Board. These will allow SVCE customers living or traveling near selected sites to switch from an internal combustion engine to an EV. Additional EV ownership and utilization in SVCE's service area will increase electrical consumption, improve economies of scale for SVCE's service, and support regional decarbonization.

San Jose had submitted an application for the prior round of funding and received feedback that a broader regional application would be more likely to be successful. The particular opportunity that San Jose and SVCE are pursuing is a $15M joint program consisting of $12M in federal funds and $3M in local matching funds with these totals split equally between San Jose and SVCE.

Since SVCE does not own nor lease property suitable for charger installation, staff shared information about this grant opportunity with all 13 member agencies to understand the level of interest and identify sites. SVCE would be an official subrecipient listed in San Jose's grant application and SVCE would then distribute grant awards to the participating member agencies. Nine of the 13 member agencies have submitted sites for consideration to SVCE as listed in Attachment 2. The grant application is due on August 28, 2024 and the short turnaround did not provide enough time for SVCE to issue a broader "call for projects" from other potential partners.

ANALYSIS & DISCUSSION

The FHA's scoring criteria have a strong preference for sites located in federally-designated disadvantaged communities with underdeveloped charging infrastructure that can serve a variety of potential EV drivers and fleets. Since the number of sites proposed by the member agencies exceeds the total grant amount, SVCE staff are analyzing each site with an eye toward the following factors listed in priority order:

- How the site meets the grant scoring criteria;
- The estimated site development costs; and
- Consideration for interjurisdictional equity.

To assist in this analysis, SVCE is utilizing the services of a vendor, CLEAResult, that is an expert in facilitating EV charger siting and provides the technical support for SVCE's FutureFit Assist program to help customers consider EV charging at their property. CLEAResult is doing its best to rapidly estimate development costs at the various sites. Once CLEAResult's analysis is complete, SVCE staff will work with member agency staff to further refine the final package of sites to be included in the grant application. In round numbers, it is expected that roughly half of the proposed sites will move forward in the process. SVCE will also budget in the grant for the internal staff and consultant expenses needed to actively support project development and further assist member agencies with project implementation.

Staff recommends that the CEO be authorized to submit the Letter of Commitment needed to document SVCE's participation in the grant application. If the application is successful, a number of agreements will need to be negotiated and executed to guide the acceptance and distribution of funds. In order to proceed efficiently and expediently with this process, staff recommends that the Board authorize the CEO to execute the documents and agreements developed to implement this grant project.

STRATEGIC PLAN

The proposal supports SVCE's Strategic Plan Goal 14: Coordinate development of decarbonization and resilience strategy, lead design of local policy, and design and deploy programs.

ALTERNATIVE

If the Board does not authorize the CEO to commit SVCE to the grant, the opportunity to receive the grant funds will end, and the potential nine member agencies participating in the grant application will lose the opportunity to benefit from the CFI program. This would be both a direct financial loss to the agencies and would have a detrimental impact to decarbonization efforts across the region. In addition, if the Board does not authorize the CEO to negotiate and execute the grant-related agreements, the review and approval of these agreements will need to be brought back to the Board for review and consideration at future meetings.

FISCAL IMPACT

Matching funds of 20% ($1.5M) are required for this grant. Staff's proposal here is to reallocate these funds out of the $7.5M that the Board previously allocated to support EV charging in new affordable housing developments. Despite staff's educational and promotional efforts with affordable housing developers, none of the $7.5M in funding has been claimed in the past 18 months - primarily due to the slow pace of development While we still expect projects to come through, we no longer believe that the full $7.5M is needed for that program. This grant represents another path to serve these customers as siting grant projects near multifamily housing will result in EV charger access for affordable housing residents.

ATTACHMENTS

1. Draft Letter of Intent
2. List of Sites Submitted by Member Agencies

Attachment 1

333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-844-474-SVCE (7823) | SVCleanEnergy.org

August 14, 2024

Jennifer Maguire
City Manager
City of San Jose
200 East Santa Clara Street
San Jose, CA 95113

Re: Letter of Intent for Regional Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program)

Dear Ms. Maguire,

Silicon Valley Clean Energy (SVCE) is pleased to offer this letter of intent for the U.S. Department of Transportation's Charging and Fueling Infrastructure (CFI) Discretionary Community Grant. SVCE is committed to participating as a subrecipient in the Regional Santa Clara County Public Charging Infrastructure Project application led by the City of San Jose.

SVCE has a long history of support for expanding electric vehicle charging infrastructure and recognizes that expanding this infrastructure is critical to facilitating our region's transition to electric vehicles. The proposed application includes many of our member agencies that have agreed to host new Level 2 and DC Fast Charging facilities for the public. Importantly, many of these facilities will be close to existing multifamily homes that do not have charging infrastructure.

SVCE is committed to providing $1.5 million in matching funds for this grant and to fully supporting our partner agencies in quickly and efficiently locating new infrastructure. We thank the City of San Jose for leading this vital effort.

Sincerely,

Monica Padilla
Chief Executive Officer

Attachment 2: Proposed Sites

Member Agency	Proposed Site	Address
Santa Clara County	Roads & Airports East Yard	1505 Schallenberger Rd, San Jose, CA 95131
Santa Clara County	VHC Alexian	2101 Alexian Dr Ste B, San Jose, CA 95116
Santa Clara County	VHC Tully	500 Tully Rd San Jose CA 95111
Santa Clara County	VHC Milpitas	143 N Main St, Milpitas, CA 95035
Santa Clara County	VHC East Valley	1993 McKee Rd, San Jose, CA 95116
Santa Clara County	Hellyer Park	990 Hellyer Ave San Jose, CA 95111
Santa Clara County	Silver Creek Campus	5710 Fontanoso Way, San Jose, CA 95138
Santa Clara County	Civic Center	70 W Hedding St San Jose CA 95110
Santa Clara County	Joseph D. Grant Park	18405 Mt Hamilton Rd San Jose, CA 95140
Santa Clara County	Coyote Lake-Harvey Bear Park	10840 Coyote Lake Rd Gilroy, CA 95020
Santa Clara County	Anderson Lake Park	19245 Malaguerra Ave Morgan Hill, CA 95037
Santa Clara County	Ed Levin Park	3100 Calaveras Rd Milpitas, CA 95035
Santa Clara County	Alviso Marina Park	1195 Hope St San Jose CA 95002
Santa Clara County	Metcalf Motorcycle Park	300 Metcalf Rd San Jose CA 95138
Santa Clara County	Martial Cottle Park	5283 Snell Ave San Jose, CA 95136
Santa Clara County	Mt. Madonna Park	7850 Pole Line Rd Watsonville, CA 95076
Santa Clara County	Sanborn Park	16055 Sanborn Rd Saratoga, CA. 95070
Santa Clara County	Vasona Park	333 Blossom Hill Rd. Los Gatos, CA 95032
Mountain View	Mountain View Senior Center	266 Escuela Avenue, Mountain View, CA
Morgan Hill	Morgan Hill Corporation Yard/Community Park	100 Edes St, Morgan Hill, CA 95037
Morgan Hill	Morgan Hill Civic Center	17575 Peak Ave, Morgan Hill, CA 95037
Saratoga	Saratoga Village	14421 Big Basin Wy, Saratoga, CA 95070
Monte Sereno	Monte Sereno City Hall	18041 Saratoga-Los Gatos Rd, Monte Sereno, CA 95030
Los Altos	Los Altos Parking Plaza #10	10 Plaza N, Los Altos, CA 94022
Cupertino	Cupertino Sports Center	2111 Stevens Creek Blvd, Cupertino, CA 95014
Cupertino	Cupertino City Hall	10300 Torre Ave, Cupertino, CA 95014
Cupertino	Cupertino Senior Center	21251 Stevens Creek Blvd, Cupertino, CA 95014
Milpitas	Public Works Corp Yard	1265 N Milpitas Blvd., Milpitas CA 95035
Milpitas	Police Department	1275 N Milpitas Blvd., Milpitas CA 95035
Milpitas	Milpitas Library Parking Garage	160 N Main St, Milpitas, CA 95035
Milpitas	Milpitas Sports Center	1325 E Calaveras, Milpitas, CA
Milpitas	Dixon Landing Park	Milmont and Jurgens Dr, Milpitas, CA
Gilroy	Arts Alliance Center Public Parking	7301 Monterey Rd, Gilroy, CA 95020
Gilroy	City of Gilroy - 5th & Monterey Parking Lot	5th St & Monterey Rd, Gilroy, CA

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1h

Item 1h:	**Receive July 2024 Update for All Retail Rates**
From:	Monica Padilla, CEO
Prepared by:	Peyton Parks, Energy Services Principal Kaley Dodson, Energy Services Specialist
Date:	8/14/2024

RECOMMENDATION

Staff requests the Board of Directors (Board) receive this July 2024 rate update to maintain a four percent (4%) discount relative to all corresponding PG&E rates, as per the discount level approved by the Board on December 13, 2023 with the adoption of Resolution 2023-20, Resolution Approving Customer Generation Rates and Additional Fiscal Year 2023-2024 Budget Funding Items.

BACKGROUND

At the December 13, 2023 meeting of the SVCE Board of Directors, the Board adopted a 4% generation rate discount relative to PG&E for calendar year 2024. Following this direction, SVCE staff provided a full accompaniment of final SVCE generation rates for the Board's approval at the January 10, 2024 meeting.

PG&E recently amended peak versus off-peak price (POPP) rate differentials for generation components of E-TOU-C and EM-TOU rate schedules. Additionally, the California Public Utilities Commission (CPUC) voted on several proposals from PG&E on June 20, 2024, which impacted PG&E's generation rates beginning July 1, 2024. This downward movement of PG&E's generation rates was expected, discussed with the Board, and accounted for in the current fiscal year budget.

At the June 12, 2024 meeting of the SVCE Board of Directors, the Board approved a July 2024 rate update to maintain a 4% discount relative to all corresponding PG&E rates. Since then, staff have amended SVCE's rates effective July 1, 2024.

ANALYSIS & DISCUSSION

PG&E published new rates on June 27, 2024, which became effective on July 1, 2024. Generation rates decreased due to the six-month Energy Resource Recovery Account (ERRA) Trigger balance recovery ending on June 30, 2024. This rate change was anticipated and incorporated in the budget analysis and discussion provided to the Board in December 2023. SVCE staff calculated generation rates based on a Board-directed 4% discount to comparable PG&E generation rates. As a result, SVCE's rates decreased by twelve percent (12%) on average. Staff are forecasting rates to increase again later this year when PG&E is expected to add new fees.

STRATEGIC PLAN

Rate alignment is reflected in SVCE Strategic Plan Goal 12: "Enact and maintain competitive service offerings for SVCE customers that deliver measurable economic and environmental benefits."

FISCAL IMPACT

The fiscal impact of this rate change relative to the existing budget is negligible, as this rate change has been modeled and accounted for in the existing FY 23-24 Operating Budget.

ATTACHMENTS

1. Updated Residential SVCE rate sheet, effective 7/1/2024
2. Updated Commercial SVCE rate sheet, effective 7/1/2024

Silicon Valley Clean Energy

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
E-1	Year-round	$ 0.13816	**$ 0.15024**	$ 0.15650	Rates applicable to all usage throughout the year
E-6	**Summer** (Jun-Sep)				
	SUMMER PEAK	NA	**NA**	NA	Rate retired as of March 1, 2024
	SUMMER PART-PEAK	NA	**NA**	NA	Rate retired as of March 1, 2024
	SUMMER OFF-PEAK	NA	**NA**	NA	Rate retired as of March 1, 2024
	Winter (Oct-May)				
	WINTER PART-PEAK	NA	**NA**	NA	Rate retired as of March 1, 2024
	WINTER OFF-PEAK	NA	**NA**	NA	Rate retired as of March 1, 2024
EV-A, EV-B	**Summer** (May-Oct)				
	SUMMER PEAK	$ 0.29808	**$ 0.31016**	$ 0.32308	2:00 p.m. to 9:00 p.m. Monday through Friday, 3:00 p.m. to 7:00 p.m. Saturday, Sunday and Holidays
	SUMMER PART-PEAK	$ 0.16035	**$ 0.17243**	$ 0.17961	7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
	SUMMER OFF-PEAK	$ 0.11582	**$ 0.12790**	$ 0.13323	All other hours
	Winter (Nov-Apr)				
	WINTER PEAK	$ 0.11140	**$ 0.12348**	$ 0.12862	2:00 p.m. to 9:00 p.m. Monday through Friday. 3:00 p.m. to 7:00 p.m. Saturday, Sunday and Holidays
	WINTER PART-PEAK	$ 0.08754	**$ 0.09962**	$ 0.10377	7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
	WINTER OFF-PEAK	$ 0.08754	**$ 0.09962**	$ 0.10377	All other hours

Silicon Valley Clean Energy

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
EV-2A	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.19772	**$ 0.20980**	$ 0.21854	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	SUMMER PART-PEAK	$ 0.15480	**$ 0.16688**	$ 0.17383	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	SUMMER OFF-PEAK	$ 0.11530	**$ 0.12738**	$ 0.13269	All other hours
	Winter (Oct-May)				
	WINTER PEAK	$ 0.14311	**$ 0.15519**	$ 0.16166	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	WINTER PART-PEAK	$ 0.13113	**$ 0.14321**	$ 0.14918	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	WINTER OFF-PEAK	$ 0.10859	**$ 0.12067**	$ 0.12570	All other hours
E-ELEC	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.31041	**$ 0.32249**	$ 0.29317	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	SUMMER PART-PEAK	$ 0.18198	**$ 0.19406**	$ 0.19406	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	SUMMER OFF-PEAK	$ 0.09219	**$ 0.10427**	$ 0.14896	All other hours
	Winter (Oct-May)				
	WINTER PEAK	$ 0.13208	**$ 0.14416**	$ 0.13105	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	WINTER PART-PEAK	$ 0.09900	**$ 0.11108**	$ 0.11108	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	WINTER OFF-PEAK	$ 0.05633	**$ 0.06841**	$ 0.09773	All other hours

Silicon Valley Clean Energy

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
E-TOU-B	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.24879	**$ 0.26087**	$ 0.27174	4:00 p.m. to 9:00 p.m. Monday through Friday
	SUMMER OFF-PEAK	$ 0.13065	**$ 0.14273**	$ 0.14868	All other times including Holidays
	Winter (Oct-May)				
	WINTER PEAK	$ 0.14703	**$ 0.15911**	$ 0.16574	4:00 p.m. to 9:00 p.m. Monday through Friday
	WINTER OFF-PEAK	$ 0.10978	**$ 0.12186**	$ 0.12694	All other times including Holidays
E-TOU-C	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.20251	**$ 0.21459**	$ 0.22353	4:00 p.m. to 9:00 p.m. everyday
	SUMMER OFF-PEAK	$ 0.12283	**$ 0.13491**	$ 0.14053	All other times
	Winter (Oct-May)				
	WINTER PEAK	$ 0.14485	**$ 0.15693**	$ 0.16347	4:00 p.m. to 9:00 p.m. everyday
	WINTER OFF-PEAK	$ 0.11924	**$ 0.13132**	$ 0.13679	All other times

Silicon Valley Clean Energy

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
E-TOU-D	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.21327	**$ 0.22535**	$ 0.23474	5:00 p.m. to 8:00 p.m. Monday - Friday
	SUMMER OFF-PEAK	$ 0.11251	**$ 0.12459**	$ 0.12978	All other times including Holidays
	Winter (Oct-May)				
	WINTER PEAK	$ 0.17404	**$ 0.18612**	$ 0.19387	5:00 p.m. to 8:00 p.m. Monday - Friday
	WINTER OFF-PEAK	$ 0.14036	**$ 0.15244**	$ 0.15879	All other times including Holidays
GreenPrime			**+ $ 0.01500**		Same as applicable rate, with 0.015/kWh adder for 100% Renewable energy

[1] SVCE Generation Rates, without added PG&E fees, effective 7/1/2024

[2] SVCE Generation Service reflects our price for Generation, with added PG&E fees (PCIA and Franchise Fees), effective 7/1/2024

~~3~~ PG&E Generation service rate effective 7/1/2024

Silicon Valley Clean Energy

Small Commercial

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
A-1-A	**Summer** (May-Oct)	$ 0.14987	**$ 0.16145**	$ 0.16818	Rates applicable to all usage throughout the season
	Winter (Nov-Apr)	$ 0.11134	**$ 0.12292**	$ 0.12804	Rates applicable to all usage throughout the season
A-1-B	**Summer** (May-Oct)				
	PEAK	$ 0.15260	**$ 0.16418**	$ 0.17102	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.15260	**$ 0.16418**	$ 0.17102	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12889	**$ 0.14047**	$ 0.14632	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.12309	**$ 0.13467**	$ 0.14028	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12253	**$ 0.13411**	$ 0.13970	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
B-1	**Summer** (Jun-Sep)				
	PEAK	$ 0.19180	**$ 0.20338**	$ 0.21185	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14454	**$ 0.15612**	$ 0.16262	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	$ 0.12456	**$ 0.13614**	$ 0.14181	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13876	**$ 0.15034**	$ 0.15660	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.12328	**$ 0.13486**	$ 0.14048	All other hours
	SUPER OFF-PEAK	$ 0.10752	**$ 0.11910**	$ 0.12406	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only, including weekends and holidays

Silicon Valley Clean Energy **Small Commercial**

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
A-6	**Summer** (May-Oct)				
	PEAK	$ 0.16573	**$ 0.17731**	$ 0.18470	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.16573	**$ 0.17731**	$ 0.18470	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13333	**$ 0.14491**	$ 0.15095	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.12433	**$ 0.13591**	$ 0.14157	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12365	**$ 0.13523**	$ 0.14086	9:30 P.M. to 8:30 A.M. Monday through Friday and all day Saturday and Sunday, holidays
B-6	**Summer** (Jun-Sep)				
	PEAK	$ 0.28229	**$ 0.29387**	$ 0.30611	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11915	**$ 0.13073**	$ 0.13618	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14748	**$ 0.15906**	$ 0.16569	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10951	**$ 0.12109**	$ 0.12614	All other hours
	SUPER OFF-PEAK	$ 0.07488	**$ 0.08646**	$ 0.09006	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only, including weekends and holidays

Silicon Valley Clean Energy **Medium Commercial**

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
A-10-A	**Summer** (May-Oct)	$ 0.15031	**$ 0.16253**	$ 0.16930	Rates applicable to all usage throughout the season
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)	$ 0.12942	**$ 0.14164**	$ 0.14754	Rates applicable to all usage throughout the season
A-10-B	**Summer** (May-Oct)				
	PEAK	$ 0.16331	**$ 0.17553**	$ 0.18284	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.16331	**$ 0.17553**	$ 0.18284	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13759	**$ 0.14981**	$ 0.15605	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.13007	**$ 0.14229**	$ 0.14822	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12939	**$ 0.14161**	$ 0.14751	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
A-10-B-P	**Summer** (May-Oct)				
	PEAK	$ 0.14735	**$ 0.15957**	$ 0.16622	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.14735	**$ 0.15957**	$ 0.16622	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12304	**$ 0.13526**	$ 0.14090	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11592	**$ 0.12814**	$ 0.13348	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11528	**$ 0.12750**	$ 0.13281	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays

Silicon Valley Clean Energy

Medium Commercial

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
A-10-B-T	**Summer** (May-Oct)				
	PEAK	$ 0.12659	**$ 0.13881**	$ 0.14459	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.12659	**$ 0.13881**	$ 0.14459	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10292	**$ 0.11514**	$ 0.11994	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09597	**$ 0.10819**	$ 0.11270	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09534	**$ 0.10756**	$ 0.11204	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
B-10-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.21732	**$ 0.22954**	$ 0.23910	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.15810	**$ 0.17032**	$ 0.17742	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	$ 0.12684	**$ 0.13906**	$ 0.14485	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.16160	**$ 0.17382**	$ 0.18106	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.12754	**$ 0.13976**	$ 0.14558	All other hours
	SUPER OFF-PEAK	$ 0.09265	**$ 0.10487**	$ 0.10924	9:00 a.m. to 2:00 p.m.; Every day in March, April and May only, including weekends and holidays

Silicon Valley Clean Energy **Medium Commercial**

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-10-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.19948	**$ 0.21170**	$ 0.22052	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14351	**$ 0.15573**	$ 0.16222	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	$ 0.11391	**$ 0.12613**	$ 0.13139	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14703	**$ 0.15925**	$ 0.16589	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11475	**$ 0.12697**	$ 0.13226	All other hours
	SUPER OFF-PEAK	$ 0.07986	**$ 0.09208**	$ 0.09592	9:00 a.m. to 2:00 p.m.; Every day in March, April and May only, including weekends and holidays
B-10-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.17741	**$ 0.18963**	$ 0.19753	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.12294	**$ 0.13516**	$ 0.14079	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	$ 0.09407	**$ 0.10629**	$ 0.11072	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.12648	**$ 0.13870**	$ 0.14448	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09496	**$ 0.10718**	$ 0.11165	All other hours
	SUPER OFF-PEAK	$ 0.06008	**$ 0.07230**	$ 0.07531	9:00 a.m. to 2:00 p.m.; Every day in March, April and May only, including weekends and holidays

Silicon Valley Clean Energy **Medium Commercial**

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
BEV1	**Summer/Winter**				
	PEAK	$ 0.27524	**$ 0.28557**	$ 0.29747	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09998	**$ 0.11031**	$ 0.11491	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 9:00 a.m.; Every day, including weekends and holidays
	SUPER OFF-PEAK	$ 0.07561	**$ 0.08594**	$ 0.08952	9:00 a.m. to 2:00 p.m.; Every day, including weekends and holidays
BEV2S	**Summer/Winter**				
	PEAK	$ 0.29266	**$ 0.30407**	$ 0.31674	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09743	**$ 0.10884**	$ 0.11338	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 9:00 a.m.; Every day, including weekends and holidays
	SUPER OFF-PEAK	$ 0.07305	**$ 0.08446**	$ 0.08798	9:00 a.m. to 2:00 p.m.; Every day, including weekends and holidays
BEV2P	**Summer/Winter**				
	PEAK	$ 0.28270	**$ 0.29411**	$ 0.30636	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09455	**$ 0.10596**	$ 0.11038	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 9:00 a.m.; Every day, including weekends and holidays
	SUPER OFF-PEAK	$ 0.07132	**$ 0.08273**	$ 0.08618	9:00 a.m. to 2:00 p.m.; Every day, including weekends and holidays

Silicon Valley Clean Energy

Large Commercial

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
E-19-S	**Summer** (May-Oct)				
	PEAK	$ 0.09992	**$ 0.11138**	$ 0.11602	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.09992	**$ 0.11138**	$ 0.11602	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09399	**$ 0.10545**	$ 0.10984	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 13.72	**$ 13.72**	$ 14.29	
	PART-PEAK (kW)	$ 13.72	**$ 13.72**	$ 14.29	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09141	**$ 0.10287**	$ 0.10716	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09071	**$ 0.10217**	$ 0.10643	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-19-P	**Summer** (May-Oct)				
	PEAK	$ 0.08866	**$ 0.10012**	$ 0.10429	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.08866	**$ 0.10012**	$ 0.10429	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08292	**$ 0.09438**	$ 0.09831	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 12.18	**$ 12.18**	$ 12.69	
	PART-PEAK (kW)	$ 12.18	**$ 12.18**	$ 12.69	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.08044	**$ 0.09190**	$ 0.09573	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07977	**$ 0.09123**	$ 0.09503	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

Silicon Valley Clean Energy **Large Commercial**

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
E-19-T	**Summer** (May-Oct)				
	PEAK	$ 0.07735	**$ 0.08881**	$ 0.09251	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.07735	**$ 0.08881**	$ 0.09251	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07172	**$ 0.08318**	$ 0.08665	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 13.34	**$ 13.34**	$ 13.90	
	PART-PEAK (kW)	$ 13.34	**$ 13.34**	$ 13.90	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.06931	**$ 0.08077**	$ 0.08414	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.06865	**$ 0.08011**	$ 0.08345	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-19-R-S	**Summer** (May-Oct)				
	PEAK	$ 0.16027	**$ 0.17173**	$ 0.17889	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.16027	**$ 0.17173**	$ 0.17889	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12845	**$ 0.13991**	$ 0.14574	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.12596	**$ 0.13742**	$ 0.14315	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12528	**$ 0.13674**	$ 0.14244	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

Silicon Valley Clean Energy

Large Commercial

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
E-19-R-P	**Summer** (May-Oct)				
	PEAK	$ 0.13938	**$ 0.15084**	$ 0.15712	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.13938	**$ 0.15084**	$ 0.15712	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11120	**$ 0.12266**	$ 0.12777	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10883	**$ 0.12029**	$ 0.12530	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10818	**$ 0.11964**	$ 0.12463	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-19-R-T	**Summer** (May-Oct)				
	PEAK	$ 0.13279	**$ 0.14425**	$ 0.15026	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.13279	**$ 0.14425**	$ 0.15026	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10816	**$ 0.11962**	$ 0.12460	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10582	**$ 0.11728**	$ 0.12217	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10519	**$ 0.11665**	$ 0.12151	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

Silicon Valley Clean Energy

Large Commercial

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-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.16667	**$ 0.17813**	$ 0.18555	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.12397	**$ 0.13543**	$ 0.14107	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	$ 0.09377	**$ 0.10523**	$ 0.10961	All other hours
	PEAK	$ 21.47	**$ 21.47**	$ 22.36	
	PART-PEAK (kW)	$ 3.12	**$ 3.12**	$ 3.25	
	Winter (Oct-May)				
	PEAK	$ 0.13955	**$ 0.15101**	$ 0.15730	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09365	**$ 0.10511**	$ 0.10949	All other hours
	SUPER OFF-PEAK	$ 0.03208	**$ 0.04354**	$ 0.04535	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
	PEAK (kW)	$ 2.54	**$ 2.54**	$ 2.65	
B-19-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.14415	**$ 0.15561**	$ 0.16209	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11174	**$ 0.12320**	$ 0.12833	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	$ 0.08354	**$ 0.09500**	$ 0.09896	All other hours
	PEAK (kW)	$ 18.03	**$ 18.03**	$ 18.78	
	PART-PEAK (kW)	$ 2.64	**$ 2.64**	$ 2.75	
	Winter (Oct-May)				
	PEAK	$ 0.12530	**$ 0.13676**	$ 0.14246	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.08389	**$ 0.09535**	$ 0.09932	All other hours
	SUPER OFF-PEAK	$ 0.02497	**$ 0.03643**	$ 0.03795	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
	PEAK (kW)	$ 1.85	**$ 1.85**	$ 1.93	

Silicon Valley Clean Energy **Large Commercial**

Non-Residential Generation Rates and Generation Service Cost Comparison

B-19-T

Summer (Jun-Sep)

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-19-T	PEAK	$ 0.13059	**$ 0.14205**	$ 0.14797	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11683	**$ 0.12829**	$ 0.13364	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	$ 0.08755	**$ 0.09901**	$ 0.10314	All other hours
	PEAK (kW)	$ 16.19	**$ 16.19**	$ 16.86	
	PART-PEAK (kW)	$ 4.05	**$ 4.05**	$ 4.22	

Winter (Oct-May)

	PEAK	$ 0.12966	**$ 0.14112**	$ 0.14700	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.08820	**$ 0.09966**	$ 0.10381	All other hours
	SUPER OFF-PEAK	$ 0.02722	**$ 0.03868**	$ 0.04029	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
	PEAK (kW)	$ 1.56	**$ 1.56**	$ 1.62	

B-19-R-S / 19-ST-S **B**

Summer (Jun-Sep)

	PEAK	$ 0.28098	**$ 0.29244**	$ 0.30463	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.15084	**$ 0.16230**	$ 0.16906	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	$ 0.11387	**$ 0.12533**	$ 0.13055	All other hours

Winter (Oct-May)

	PEAK	$ 0.15443	**$ 0.16589**	$ 0.17280	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11380	**$ 0.12526**	$ 0.13048	All other hours
	SUPER OFF-PEAK	$ 0.07941	**$ 0.09087**	$ 0.09466	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays

Silicon Valley Clean Energy **Large Commercial**

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-R-P / 19-ST-P	**B-**				
	Summer (Jun-Sep)				
	PEAK	$ 0.25119	**$ 0.26265**	$ 0.27359	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.13259	**$ 0.14405**	$ 0.15005	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	$ 0.09861	**$ 0.11007**	$ 0.11466	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13486	**$ 0.14632**	$ 0.15242	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09872	**$ 0.11018**	$ 0.11477	All other hours
	SUPER OFF-PEAK	$ 0.06433	**$ 0.07579**	$ 0.07895	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
B-19-R-T / 19-ST-T	**B-**				
	Summer (Jun-Sep)				
	PEAK	$ 0.21942	**$ 0.23088**	$ 0.24050	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14118	**$ 0.15264**	$ 0.15900	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	$ 0.10072	**$ 0.11218**	$ 0.11685	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13325	**$ 0.14471**	$ 0.15074	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10092	**$ 0.11238**	$ 0.11706	All other hours
	SUPER OFF-PEAK	$ 0.06653	**$ 0.07799**	$ 0.08124	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays

Silicon Valley Clean Energy

Large Commercial

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
E-20-S	**Summer** (May-Oct)				
	PEAK	$ 0.09402	**$ 0.10509**	$ 0.10947	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.09402	**$ 0.10509**	$ 0.10947	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08822	**$ 0.09929**	$ 0.10343	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 12.99	**$ 12.99**	$ 13.53	
	PART-PEAK (kW)	$ 12.99	**$ 12.99**	$ 13.53	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.08569	**$ 0.09676**	$ 0.10079	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08499	**$ 0.09606**	$ 0.10006	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-20-P	**Summer** (May-Oct)				
	PEAK	$ 0.09266	**$ 0.10317**	$ 0.10747	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.09266	**$ 0.10317**	$ 0.10747	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08693	**$ 0.09744**	$ 0.10150	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 14.17	**$ 14.17**	$ 14.76	
	PART-PEAK (kW)	$ 14.17	**$ 14.17**	$ 14.76	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.08446	**$ 0.09497**	$ 0.09893	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08380	**$ 0.09431**	$ 0.09824	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

Silicon Valley Clean Energy

Large Commercial

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
E-20-T	**Summer** (May-Oct)				
	PEAK	$ 0.08246	**$ 0.09221**	$ 0.09605	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.08246	**$ 0.09221**	$ 0.09605	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07666	**$ 0.08641**	$ 0.09001	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 17.66	**$ 17.66**	$ 18.40	
	PART-PEAK (kW)	$ 17.66	**$ 17.66**	$ 18.40	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.07417	**$ 0.08392**	$ 0.08742	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07350	**$ 0.08325**	$ 0.08672	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-20-R-S	**Summer** (May-Oct)				
	PEAK	$ 0.15083	**$ 0.16190**	$ 0.16865	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.15083	**$ 0.16190**	$ 0.16865	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12168	**$ 0.13275**	$ 0.13828	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11919	**$ 0.13026**	$ 0.13569	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11851	**$ 0.12958**	$ 0.13498	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

Silicon Valley Clean Energy **Large Commercial**

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
E-20-R-P	**Summer** (May-Oct)				
	PEAK	$ 0.14540	**$ 0.15591**	$ 0.16241	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.14540	**$ 0.15591**	$ 0.16241	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11512	**$ 0.12563**	$ 0.13086	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11274	**$ 0.12325**	$ 0.12839	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11210	**$ 0.12261**	$ 0.12772	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-20-R-T	**Summer** (May-Oct)				
	PEAK	$ 0.13704	**$ 0.14679**	$ 0.15291	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.13704	**$ 0.14679**	$ 0.15291	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10708	**$ 0.11683**	$ 0.12170	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10475	**$ 0.11450**	$ 0.11927	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10412	**$ 0.11387**	$ 0.11861	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

Silicon Valley Clean Energy

Large Commercial

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-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.15890	**$ 0.16997**	$ 0.17705	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.12065	**$ 0.13172**	$ 0.13721	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	$ 0.09044	**$ 0.10151**	$ 0.10574	All other hours
	PEAK (kW)	$ 20.09	**$ 20.09**	$ 20.93	
	PART-PEAK (kW)	$ 2.92	**$ 2.92**	$ 3.04	
	Winter (Oct-May)				
	PEAK	$ 0.13612	**$ 0.14719**	$ 0.15332	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09020	**$ 0.10127**	$ 0.10549	All other hours
	SUPER OFF-PEAK	$ 0.02868	**$ 0.03975**	$ 0.04141	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
	PEAK (kW)	$ 2.55	**$ 2.55**	$ 2.66	
B-20-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.15572	**$ 0.16623**	$ 0.17316	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11458	**$ 0.12509**	$ 0.13030	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	$ 0.08587	**$ 0.09638**	$ 0.10040	All other hours
	PEAK (kW)	$ 22.48	**$ 22.48**	$ 23.42	
	PART-PEAK (kW)	$ 3.09	**$ 3.09**	$ 3.22	
	Winter (Oct-May)				
	PEAK	$ 0.12953	**$ 0.14004**	$ 0.14588	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.08594	**$ 0.09645**	$ 0.10047	All other hours
	SUPER OFF-PEAK	$ 0.02411	**$ 0.03462**	$ 0.03606	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
	PEAK (kW)	$ 2.59	**$ 2.59**	$ 2.70	

Silicon Valley Clean Energy **Large Commercial**

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-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.13501	**$ 0.14476**	$ 0.15079	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.10889	**$ 0.11864**	$ 0.12358	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	$ 0.07973	**$ 0.08948**	$ 0.09321	All other hours
	PEAK (kW)	$ 23.69	**$ 23.69**	$ 24.68	
	PART-PEAK (kW)	$ 5.64	**$ 5.64**	$ 5.88	
	Winter (Oct-May)				
	PEAK	$ 0.12799	**$ 0.13774**	$ 0.14348	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.07528	**$ 0.08503**	$ 0.08857	All other hours
	SUPER OFF-PEAK	$ 0.02263	**$ 0.03238**	$ 0.03373	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
	PEAK (kW)	$ 3.16	**$ 3.16**	$ 3.29	
B-20-R-S / 20-ST-S	**B·** **Summer** (Jun-Sep)				
	PEAK	$ 0.27215	**$ 0.28322**	$ 0.29502	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14471	**$ 0.15578**	$ 0.16227	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	$ 0.10875	**$ 0.11982**	$ 0.12481	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.15060	**$ 0.16167**	$ 0.16841	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10862	**$ 0.11969**	$ 0.12468	All other hours
	SUPER OFF-PEAK	$ 0.07430	**$ 0.08537**	$ 0.08893	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays

Silicon Valley Clean Energy

Large Commercial

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-R-P / 20-ST-P	**B-**				
	Summer (Jun-Sep)				
	PEAK	$ 0.25948	**$ 0.26999**	$ 0.28124	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.13574	**$ 0.14625**	$ 0.15234	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	$ 0.10242	**$ 0.11293**	$ 0.11764	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14094	**$ 0.15145**	$ 0.15776	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10247	**$ 0.11298**	$ 0.11769	All other hours
	SUPER OFF-PEAK	$ 0.06815	**$ 0.07866**	$ 0.08194	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays
B-20-R-T / 20-ST-T	**B-**				
	Summer (Jun-Sep)				
	PEAK	$ 0.25523	**$ 0.26498**	$ 0.27602	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14135	**$ 0.15110**	$ 0.15740	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	$ 0.09311	**$ 0.10286**	$ 0.10715	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14120	**$ 0.15095**	$ 0.15724	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09031	**$ 0.10006**	$ 0.10423	All other hours
	SUPER OFF-PEAK	$ 0.05882	**$ 0.06857**	$ 0.07143	9:00 a.m. to 2:00 p.m.; Every day in March, April and May, including weekends and holidays

Silicon Valley Clean Energy **Agriculture**

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
AG-1-A	**Summer** (May-Oct)	$ 0.11542	**$ 0.12624**	$ 0.13150	Rates applicable to all usage throughout the season
	SUMMER MAX	$ 3.35	**$ 3.35**	$ 3.49	
	Winter (Nov-Apr)	$ 0.10234	**$ 0.11316**	$ 0.11788	Rates applicable to all usage throughout the season
AG-1-B	**Summer** (May-Oct)	$ 0.11991	**$ 0.13073**	$ 0.13618	Rates applicable to all usage throughout the season
	SUMMER MAX	$ 4.57	**$ 4.57**	$ 4.76	
	Winter (Nov-Apr)	$ 0.08765	**$ 0.09847**	$ 0.10257	Rates applicable to all usage throughout the season
AG-A1	**Summer** (Jun-Sep)				
	PEAK	$ 0.24538	**$ 0.25620**	$ 0.26687	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13048	**$ 0.14130**	$ 0.14719	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.12730	**$ 0.13812**	$ 0.14387	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10190	**$ 0.11272**	$ 0.11742	All other hours
AG-A2	**Summer** (Jun-Sep)				
	PEAK	$ 0.24538	**$ 0.25620**	$ 0.26687	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13048	**$ 0.14130**	$ 0.14719	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.12730	**$ 0.13812**	$ 0.14387	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10190	**$ 0.11272**	$ 0.11742	All other hours

Silicon Valley Clean Energy

Agriculture

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
AG-RA	**Summer** (May-Oct)				
	PEAK	$ 0.11524	**$ 0.12606**	$ 0.13131	Group I 12:00 noon to 6:00 p.m. Monday, Tuesday, Wednesday (except holidays) Group II 12:00 noon to 6:00 p.m. Wednesday, Thursday, Friday (except holidays)
	OFF-PEAK	$ 0.11524	**$ 0.12606**	$ 0.13131	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 2.40	**$ 2.40**	$ 2.50	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09929	**$ 0.11011**	$ 0.11470	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09861	**$ 0.10943**	$ 0.11399	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-RB	**Summer** (May-Oct)				
	PEAK	$ 0.10042	**$ 0.11124**	$ 0.11587	Group I 12:00 noon to 6:00 p.m. Monday, Tuesday, Wednesday (except holidays) Group II 12:00 noon to 6:00 p.m. Wednesday, Thursday, Friday (except holidays)
	OFF-PEAK	$ 0.10042	**$ 0.11124**	$ 0.11587	All other hours Monday through Friday All day Saturday, Sunday, holidays
	MAX	$ 3.30	**$ 3.30**	$ 3.44	
	PEAK	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.08947	**$ 0.10029**	$ 0.10447	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08879	**$ 0.09961**	$ 0.10376	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-FA	**Summer** (Jun-Sep)				
	PEAK	$ 0.21205	**$ 0.22287**	$ 0.23216	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.13800	**$ 0.14882**	$ 0.15502	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
	Winter (Oct-May)				
	PEAK	$ 0.12821	**$ 0.13903**	$ 0.14482	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.10282	**$ 0.11364**	$ 0.11837	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday

Silicon Valley Clean Energy

Agriculture

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
AG-FB	**Summer** (Jun-Sep)				
	PEAK	$ 0.23131	**$ 0.24213**	$ 0.25222	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.15325	**$ 0.16407**	$ 0.17091	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
	Winter (Oct-May)				
	PEAK	$ 0.14168	**$ 0.15250**	$ 0.15885	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.11628	**$ 0.12710**	$ 0.13240	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
AG-FC	**Summer** (Jun-Sep)				
	PEAK	$ 0.12877	**$ 0.13959**	$ 0.14541	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.09996	**$ 0.11078**	$ 0.11540	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
	MAX	$ 17.92	**$ 17.92**	$ 18.67	
	Winter (Oct-May)				
	PEAK	$ 0.11493	**$ 0.12575**	$ 0.13099	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.08954	**$ 0.10036**	$ 0.10454	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
AG-VA	**Summer** (May-Oct)				
	PEAK	$ 0.11116	**$ 0.12198**	$ 0.12706	Group I 12:00 noon to 4:00 p.m. Monday through Friday (except holidays) Group II 1:00 p.m. to 5:00 p.m. Monday through Friday (except holidays) Group III 2:00 p.m. to 6:00 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11116	**$ 0.12198**	$ 0.12706	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 2.52	**$ 2.52**	$ 2.63	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09654	**$ 0.10736**	$ 0.11183	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09586	**$ 0.10668**	$ 0.11112	All other hours Monday through Friday All day Saturday, Sunday, holidays

Silicon Valley Clean Energy **Agriculture**

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
AG-VB	**Summer** (May-Oct)				
	PEAK	$ 0.09692	**$ 0.10774**	$ 0.11223	Group I 12:00 noon to 4:00 p.m. Monday through Friday (except holidays) Group II 1:00 p.m. to 5:00 p.m. Monday through Friday (except holidays) Group III 2:00 p.m. to 6:00 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09692	**$ 0.10774**	$ 0.11223	All other hours Monday through Friday All day Saturday, Sunday, holidays
	MAX	$ 3.12	**$ 3.12**	$ 3.25	
	PEAK	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.08501	**$ 0.09583**	$ 0.09982	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08433	**$ 0.09515**	$ 0.09911	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-4-A	**Summer** (May-Oct)				
	PEAK	$ 0.11287	**$ 0.12369**	$ 0.12884	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11287	**$ 0.12369**	$ 0.12884	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 2.47	**$ 2.47**	$ 2.57	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09917	**$ 0.10999**	$ 0.11457	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09849	**$ 0.10931**	$ 0.11386	All other hours Monday through Friday All day Saturday, Sunday, holidays

Silicon Valley Clean Energy **Agriculture**

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
AG-4-B	**Summer** (May-Oct)				
	PEAK	$ 0.11998	**$ 0.13080**	$ 0.13625	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11998	**$ 0.13080**	$ 0.13625	All other hours Monday through Friday All day Saturday, Sunday, holidays
	MAX	$ 4.19	**$ 4.19**	$ 4.36	
	PEAK	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10655	**$ 0.11737**	$ 0.12226	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10589	**$ 0.11671**	$ 0.12157	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-4-C	**Summer** (May-Oct)				
	PEAK	$ 0.09770	**$ 0.10852**	$ 0.11304	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.09770	**$ 0.10852**	$ 0.11304	8:30 a.m. to 12:00 p.m. Monday through Friday (except holidays) AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08695	**$ 0.09777**	$ 0.10184	9:30 p.m. to 8:30 a.m. Monday through Friday All day Saturday, Sunday, holidays
	PEAK	$ 4.42	**$ 4.42**	$ 4.60	
	PART-PEAK	$ 4.42	**$ 4.42**	$ 4.60	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.08446	**$ 0.09528**	$ 0.09925	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08378	**$ 0.09460**	$ 0.09854	All other hours Monday through Friday All day Saturday, Sunday, holidays

Silicon Valley Clean Energy **Agriculture**

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
AG-B	**Summer** (Jun-Sep)				
	PEAK	$ 0.26260	**$ 0.27342**	$ 0.28481	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.14445	**$ 0.15527**	$ 0.16174	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13932	**$ 0.15014**	$ 0.15640	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11417	**$ 0.12499**	$ 0.13020	All other hours
AG-5-A	**Summer** (May-Oct)				
	PEAK	$ 0.12041	**$ 0.13123**	$ 0.13670	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12041	**$ 0.13123**	$ 0.13670	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 6.84	**$ 6.84**	$ 7.12	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10862	**$ 0.11944**	$ 0.12442	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10794	**$ 0.11876**	$ 0.12371	All other hours Monday through Friday All day Saturday, Sunday, holidays

Silicon Valley Clean Energy — Agriculture

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
AG-5-B	**Summer** (May-Oct)				
	PEAK	$ 0.12230	**$ 0.13312**	$ 0.13867	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12230	**$ 0.13312**	$ 0.13867	All other hours Monday through Friday All day Saturday, Sunday, holidays
	MAX	$ 8.11	**$ 8.11**	$ 8.45	
	PEAK	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11037	**$ 0.12119**	$ 0.12624	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10972	**$ 0.12054**	$ 0.12556	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-5-C	**Summer** (May-Oct)				
	PEAK	$ 0.08719	**$ 0.09801**	$ 0.10209	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.08719	**$ 0.09801**	$ 0.10209	8:30 a.m. to 12:00 p.m. Monday through Friday (except holidays) AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08136	**$ 0.09218**	$ 0.09602	9:30 p.m. to 8:30 a.m. Monday through Friday All day Saturday, Sunday, holidays
	PEAK	$ 9.11	**$ 9.11**	$ 9.49	
	PART-PEAK	$ 9.11	**$ 9.11**	$ 9.49	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.07887	**$ 0.08969**	$ 0.09343	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07819	**$ 0.08901**	$ 0.09272	All other hours Monday through Friday All day Saturday, Sunday, holidays

Silicon Valley Clean Energy **Agriculture**

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
AG-C	**Summer** (Jun-Sep)				
	PEAK	$ 0.12100	**$ 0.13182**	$ 0.13731	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09270	**$ 0.10352**	$ 0.10783	All other hours
	MAX	$ 17.92	**$ 17.92**	$ 18.67	
	Winter (Oct-May)				
	PEAK	$ 0.10694	**$ 0.11776**	$ 0.12267	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.08244	**$ 0.09326**	$ 0.09715	All other hours

Silicon Valley Clean Energy — Standby

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
STOUS	**Summer** (May-Oct)				
	PEAK	$ 0.15288	**$ 0.16139**	$ 0.16811	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.12487	**$ 0.13338**	$ 0.13894	8:30 a.m. to 12:00 noon AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08822	**$ 0.09673**	$ 0.10076	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday, and holidays
	Reservation (kW)	$ 0.68	**$ 0.68**	$ 0.71	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.12934	**$ 0.13785**	$ 0.14359	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10094	**$ 0.10945**	$ 0.11401	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday and holidays
	Reservation (kW)	$ 0.68	**$ 0.68**	$ 0.71	
STOUP	**Summer** (May-Oct)				
	PEAK	$ 0.15288	**$ 0.16139**	$ 0.16811	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.12487	**$ 0.13338**	$ 0.13894	8:30 a.m. to 12:00 noon AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08822	**$ 0.09673**	$ 0.10076	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday, and holidays
	Reservation (kW)	$ 0.68	**$ 0.68**	$ 0.71	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.12934	**$ 0.13785**	$ 0.14359	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10094	**$ 0.10945**	$ 0.11401	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday and holidays
	Reservation (kW)	$ 0.68	**$ 0.68**	$ 0.71	

Silicon Valley Clean Energy — Standby

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
STOUT	**Summer** (May-Oct)				
	PEAK	$ 0.12494	**$ 0.13345**	$ 0.13901	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.10150	**$ 0.11001**	$ 0.11459	8:30 a.m. to 12:00 noon AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07048	**$ 0.07899**	$ 0.08228	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday, and holidays
	Reservation (kW)	$ 0.58	**$ 0.58**	$ 0.60	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10518	**$ 0.11369**	$ 0.11843	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08137	**$ 0.08988**	$ 0.09362	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday and holidays
	Reservation (kW)	$ 0.58	**$ 0.58**	$ 0.60	
S-B-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.12241	**$ 0.13092**	$ 0.13638	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11062	**$ 0.11913**	$ 0.12409	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	$ 0.09749	**$ 0.10600**	$ 0.11042	All other hours
	Reservation (kW)	$ 1.05	**$ 1.05**	$ 1.09	
	Winter (Oct-May)				
	PEAK	$ 0.11769	**$ 0.12620**	$ 0.13146	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09861	**$ 0.10712**	$ 0.11158	All other hours
	SUPER OFF-PEAK	$ 0.05622	**$ 0.06473**	$ 0.06743	9:00 a.m. to 2:00 p.m.; Every day in March, April and May including weekends and holidays
	Reservation (kW)	$ 1.05	**$ 1.05**	$ 1.09	

Silicon Valley Clean Energy

Standby

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
S-B-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.12241	**$ 0.13092**	$ 0.13638	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11062	**$ 0.11913**	$ 0.12409	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	$ 0.09749	**$ 0.10600**	$ 0.11042	All other hours
	Reservation (kW)	$ 1.05	**$ 1.05**	$ 1.09	
	Winter (Oct-May)				
	PEAK	$ 0.11769	**$ 0.12620**	$ 0.13146	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09861	**$ 0.10712**	$ 0.11158	All other hours
	SUPER OFF-PEAK	$ 0.05622	**$ 0.06473**	$ 0.06743	9:00 a.m. to 2:00 p.m.; Every day in March, April and May including weekends and holidays
	Reservation (kW)	$ 1.05	**$ 1.05**	$ 1.09	
S-B-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.10979	**$ 0.11830**	$ 0.12323	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.09830	**$ 0.10681**	$ 0.11126	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	$ 0.08551	**$ 0.09402**	$ 0.09794	All other hours
	Reservation (kW)	$ 0.52	**$ 0.52**	$ 0.54	
	Winter (Oct-May)				
	PEAK	$ 0.10528	**$ 0.11379**	$ 0.11853	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.08670	**$ 0.09521**	$ 0.09918	All other hours
	SUPER OFF-PEAK	$ 0.04425	**$ 0.05276**	$ 0.05496	9:00 a.m. to 2:00 p.m.; Every day in March, April and May including weekends and holidays
	Reservation (kW)	$ 0.52	**$ 0.52**	$ 0.54	

Silicon Valley Clean Energy **Lighting**

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
LS-1, LS-2, LS-3, OL-1	Year-round	$ 0.11261	**$ 0.12242**	$ 0.12752	Rates applicable to all usage throughout the year
TC-1	Year-round	$ 0.12087	**$ 0.13245**	$ 0.13797	Rates applicable to all usage throughout the year
GreenPrime			**+ $ 0.01500**		Same as applicable rate, with 0.015/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 7/1/2024

[2] SVCE Generation Service reflects our price for Generation, with added PG&E fees (PCIA and Franchise Fees), effective 7/1/2024

~~3~~ PG&E Generation service rate effective 7/1/2024

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1i

Item 1i:	**Authorize the Chief Executive Officer to Execute a Three-Year Agreement with J.D. Power for a Total Not to Exceed Amount of $284,000 for the EV Finder Tool on the SVCE eHub**
From:	Monica Padilla, CEO
Prepared by:	Pamela Leonard, Deputy Director of Marketing and Communications
Date:	8/14/2024

RECOMMENDATION

Staff recommends the Board approve and authorize the CEO to execute a service agreement with J.D. Power for the EV Finder tool on eHub, for a period of three years; and delegating authority to the CEO to spend in aggregate on this agreement an amount not to exceed $284,000.

BACKGROUND

In 2018, the SVCE Customer Program Advisory Group, an ad hoc committee of residential customers, provided input on the Decarbonization Programs Roadmap, emphasizing the need to provide residential customers with educational resources. The following year, staff started the process of building eHub, an online resource center for customers to learn more about electrification. SVCE issued a competitive Request for Proposals to select vendor partners who were capable of providing online tools to help customers understand the benefits of going electric and enable actions such as evaluating efficient, electric home appliances, electric vehicles (EV) and solar and battery storage options. The Board approved $850,000 to develop and operate these eHub resources out of the overall programs budget.

In fall 2020, eHub was formally launched to customers. Per goals identified in the SVCE strategic plan, SVCE is continuing to expand eHub capabilities to increase accessibility and resources to support customers' electrification journeys by bringing electrification to customers' minds, providing knowledge to customers about the benefits of electrification and assisting customers with going electric. With four years of operating eHub, customers have had access to tools and resources known as the Appliances Assistant, EV Assistant, and Solar+Battery Assistant, each powered by third-party software providers.

The EV Assistant on eHub is powered by J.D. Power (successor in interest to E-mobility Market Services DBA Zappyride). The EV Assistant provides customers with online educational tools to support an understanding of EVs - including an EV catalog with different makes and models for both new and used EVs, a savings calculator, information about available local, state and federal incentives, and EV charging options at home and on the road. With the information that the EV Assistant provides, customers can see the lifetime cost savings of EVs compared to gas-powered vehicles, what type of home charger may work best for them, the different types of charging options on the road and where to find them, as well as checking customer's eligibility of current EV incentives.

In 2023, the Board approved contract amendments to authorize continued functioning and additional funding for eHub vendors as new capabilities were added to the tools. The Board authorized to increase the initial $850,000 budget to $1,100,000 to allocate additional funds to the overall eHub program. Based on the

successful performance of eHub over the past four years, staff issued a Request for Proposals in Q1 2024 to re-examine the vendor landscape for the next iteration of eHub, referred to as eHub 2.0.

ANALYSIS & DISCUSSION

The objective of eHub is to inspire, educate, and enable customers to take action with respect to electrification and decarbonization in mobility and the built environment. Significant education is needed to help familiarize customers with whole home electrification, and the benefits of choosing to go electric for homes, transportation, and increased resilience with solar and battery storage.

SVCE staff, from across departments, collaborated on what the next iteration of eHub should offer customers, especially now that the agency is in a more mature state, with a multitude of offers and services compared to the first version of eHub. The goals of eHub are now more focused on helping to funnel customers into our programs, which we are working to scale adoption to achieve our decarbonization goals.

SVCE staff solicited consultants for eHub support through a competitive bid process, as shown below. The RFP garnered a strong response, with eleven qualified proposals spanning either a subset or all of the Topic Areas and Tasks listed in the RFP. SVCE conducted interviews with six finalist teams in February. The evaluation panel for the finalist interviews consisted of five SVCE staff. The proposal submitted by J.D. Power was selected as a finalist to continue supporting the EV Assistant tool, which is to be renamed the "EV Finder" for eHub 2.0.

About J.D. Power

J.D. Power's industry experience and technical expertise make them a favorable partner to deliver an eHub experience that fulfills the SVCE strategic objectives, integrates with existing systems, and adapts to the ever-evolving energy landscape.

Since eHub's launch in 2020, the EV Assistant has reached 29,590 unique users and 2,171 returning users, with an average session duration of 2 minutes and 12 seconds. These statistics underscore the significance of the EV Assistant as a valuable resource for customers. Continuing our existing working relationship with J.D. Power will facilitate the continued use of the EV Finder tool by customers seeking informed guidance in their EV purchasing journey. In past customer surveys, the results showed customers in the worst-off quartile of the socioeconomic vulnerability index, were more likely to get information about EVs from SVCE. Offering this tool for this important audience will help increase interest in EVs in areas not already adopting EVs at high rates.

To enhance the functionality of the EV Finder and foster proactive engagement among customers, J.D. Power has proposed the incorporation of a dealer inventory feature into the existing tool. This enhancement will empower customers to access real-time information on EVs available at nearby dealerships, thereby providing them with a more comprehensive and innovative exploration of EV options. This functionality may be

leveraged in SVCE's upcoming income-qualified EV rebate program, which was approved by the Board of Directors in March 2024.

Specific topics for which J.D. Power may provide services under the proposed contract agreement include, but are not limited to, the following:

- Enabling customers to connect and utilize rebates from SVCE programs and other outside incentives.
- Providing EV discovery to help customers understand not just the benefits of driving electric, but also setting expectations regarding budget, available rebates and incentives, minimum range, and charging availability.
- Offering a comparison tool for customers to compare electric, plug-in hybrid, and gasoline cars.
- Allowing customers to browse through home EV chargers.
- Implementing a feature that will enable customers to explore available EVs at nearby dealerships.

STRATEGIC PLAN

eHub is in alignment with the SVCE Strategic Plan, Goal #10 – Empower customers with the awareness, knowledge and resources needed to make effective clean energy choices; Measure #1: Enable customer education, engagement and action related to electrification and decarbonization, via online tools, resources and promotions.

ALTERNATIVE

Do not authorize the CEO to execute the agreement with J.D. Power. Staff would continue to maintain the operation with the current eHub vendors, and could re-evaluate other, similar options. Otherwise, when the contract for the existing EV Assistant expires, this tool will no longer be available to SVCE customers.

FISCAL IMPACT

Approval of this 3-year agreement with J.D. Power for $284,000 will have no incremental fiscal impact at this time. Of the Board-approved $1.1M for eHub, SVCE has thus far utilized $1,003,046 for the development and operation of eHub, which remains under the previously approved budget. In March 2024, the Board approved an increase of $1 million to the program budget to cover the development and maintenance of eHub 2.0.

ATTACHMENT

1. Agreement between SVCE and J.D. Power for EV Finder

Master License and Services Agreement

This Master License and Services Agreement ("Agreement"), between J.D. Power ("Company"), with its principal place of business at 320 E. Big Beaver Road, Suite 500, Troy, MI 48083, and SILICON VALLEY CLEAN ENERGY ("Client"), with its principal place of business at 333 W. El Camino Real, Suite 330, Sunnyvale CA 94087, is made as of October 1, 2024 the "Effective Date").

1. Services
   a. This Agreement establishes the terms and conditions by which Company, or an affiliate identified on an Order, will provide services ("Services") to Client. The Services may include (i) a non-exclusive license to use materials that Company owns or has a right to license ("Licensed Works"), including software and software platforms ("Platforms"), content, data and other intellectual property and/or (ii) delivery of a report or the creation by Company of a product or other materials for Client as further described herein (the "Custom Deliverables"), in each case as more fully described in a statement of work, order form or similar ordering document that references this Agreement (each an "Order").
2. Term
   a. The initial term of this Agreement is three (3) years (the "Initial Term") beginning on the Effective Date unless otherwise terminated in accordance with the terms of this Agreement. This Agreement will automatically renew for succeeding terms of one (1) year (each a "Renewal Term" and, together with the Initial Term, the "Term") unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term, in which event the Initial Term or Renewal Term, as applicable, will terminate on the last day thereof. Unless otherwise agreed to by the parties in writing, any open Order existing at the time the Term expires will not terminate but will remain active and continue to be governed by this Agreement until the Order expires or terminates according to its terms.
   b. If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement, including all Orders, provided that it has given the other party written notice of the breach and, if the breach is capable of cure, at least 30 days to cure.
   c. Upon termination or expiration of this Agreement or an Order, as applicable, the rights and licenses granted to Client to the applicable Licensed Works shall terminate, except as otherwise expressly provided in this Agreement or an applicable Order. For five (5) business days after termination or expiration of the Agreement, Customer shall have the opportunity to download the Google Analytics traffic information. This section shall survive the termination of this Agreement for that period of time.
3. Fees and Payment
   a. Client shall pay Company the undisputed fees and expenses ("Fees") set forth in the applicable Order without offset, withholding or deduction. Payment is due thirty (30) days from the invoice date.
   b. Each automatic renewal will be on the same terms and conditions as existing prior to the renewal except that Company may increase the Fees (the "New Fees") by five percent (5%) effective as of the start of the next renewal term by giving Client at least thirty (30) days' notice (email sufficing) prior to the expiration of the then current Term. Client will have the right to terminate the Order with respect to the Services subject to the New Fees at the expiration of the then current Term by providing written notice to Company within thirty (30) days of receipt of the notice of New Fees.
   c. All Fees and other amounts payable by Client under this Agreement and the Order are exclusive of taxes and similar assessments. Client agrees to pay all sales, use and excise taxes, and any other similar taxes, duties and charges related to the Services, other than taxes imposed on Company's income.
   d. Company may suspend Services if Fees are not paid when due after providing thirty (30) days' notice to Client.
   e. Company may audit Client, at Company's own cost and expense, to assure compliance with the terms of this Agreement during the Term . Client will fully cooperate with Company in connection with such audits and will provide Company or obtain for Company reasonable access to such records and personnel as Company may reasonably require for such purpose.
   f. Company shall maintain accurate records of all fees billable to, and payments made by, Client in a format that will permit audit by Client for a period of one (1) year from when a fee was incurred or a payment was made. The foregoing obligation of Company shall survive the termination of this Agreement. For the term of this Agreement, upon Client's written request, Company shall provide Client with SOC 2 type 2 report (for all Trust Services Principles).
   g. Client will notify Company in writing of any dispute with any invoice within sixty (60) days from the date of such invoice.
4. License, Ownership and Restriction on Use
   a. Client may not directly or indirectly use or display the Company trademarks or service marks (collectively, the "Marks" and each, a "Mark") without the Company's prior written consent unless expressly provided in an Order (the "Permitted Branding"). Notwithstanding the foregoing, Company understands that Client is a public agency and its computer screens, hard copy and electronic documents and other media may include Marks which are incidentally visible to the public at any time and may be displayed or available at public meetings, and Company agrees that such visibility does not breach this clause.
   b. Company and its licensors retain all right, title and interest, including all copyright, patent, trade secret, trademark, and any other intellectual property rights (collectively, "Intellectual Property Rights"), in and to the Licensed Works, including all upgrades, updates, enhancements, derivative works and modifications thereto, which are deemed part of the Licensed Works. Client shall gain no right, title or interest in the Licensed Works by virtue of this Agreement other than the limited non-exclusive licenses granted hereunder. Client acknowledges that, to the extent the Licensed Works include access to data: (a) such Licensed Works are an original compilation protected by applicable copyright laws; (b) Company has dedicated substantial resources to collect, manage and compile such Licensed Works; and (c) such Licensed Works contain trade secrets of Company.
   c. Custom Deliverables created by Company that are (i) proprietary market research studies, if applicable, or (ii) expressly designated to be owned by Client in an Order, shall be owned by the Client. Notwithstanding anything to the contrary herein, any Licensed Works incorporated into the Custom Deliverables, any questionnaire(s) developed and/or used in connection with the Services, and any software, development tools, underlying ideas, concepts, know-how, techniques and other Intellectual Property Rights, including all upgrades, updates, enhancements, derivative works and modifications thereto, used by Company to develop, generate or provide the Custom Deliverables (collectively, "Pre-Existing Materials"), are and will remain owned by Company. If any Pre-Existing Materials are expressly designated in the Order as being embedded in the Custom Deliverables and are not licensed pursuant to a separate license agreement or express licensing language in an Order, Company grants to Client a non-exclusive, non-sublicensable, non-transferable license to use such Pre-Existing

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Materials solely for Client's internal business purposes to the extent necessary to fully exploit Client's rights in the Custom Deliverables as provided in the Order, in each case subject to any applicable restrictions contained in the Order and this Agreement.

d. If provided for in an Order, Client is granted a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use the Licensed Works during the period provided in the applicable Order (the "Use Period") solely for Client's internal business use and as otherwise provided in the Order (collectively, the "Permitted Use").

e. Unless otherwise stated in this Agreement or the applicable Order, the Licensed Works may be used and accessed solely by Client's employees, and Client's consultants if the consultants are named in an Order, and, if applicable, such other parties provided for in an Order ("Authorized Users") in each case subject to the terms and conditions of this Agreement and the applicable Order. Client will not disclose, release, distribute, or deliver the Licensed Works, or any portion thereof, to any third party other than Authorized Users without Company's prior written consent. Client will use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Licensed Works and to protect the Licensed Works from unauthorized access, disclosure, duplication, use, modification, or loss.

f. Client agrees to use the Licensed Works only for the Permitted Use by Authorized Users. For the avoidance of doubt, except as expressly authorized under this Agreement or the applicable Order, Client agrees not to (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, link to, transfer, or otherwise make available the Licensed Works including, without limitation, redistributing Company's proprietary data identifiers, codes or mapping tables; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of or methods used to compile the Licensed Works; (iii) remove any proprietary notices included in the Licensed Works; (iv) use the Services in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any party, or that violates any Applicable Law; (v) copy, modify, or create derivative works of the Licensed Works; (vi) utilize the Licensed Works to create any products with functionality that is substantially similar to the Licensed Work, (vii) use the Licensed Works in any manner that does, or could potentially, undermine the security of the Licensed Works or interfere with, modify, delay, disable or negatively affect any features, functionality or security controls of the Licensed Works, or (viii) use the Licensed Works in a manner that exceeds reasonable request volumes or constitutes excessive or abusive usage.

g. If the Permitted Use includes use of the Licensed Works in a Client product or service (a "Client Application") Client will: (i) ensure that the Client Application does not contain information or materials which: (1) contain, at any time and by any method, malware, bugs, viruses or other harmful computer code; (2) infringe on any third party's copyright, patent, trademark, trade secret or other intellectual property rights or rights of publicity or privacy; (3) are defamatory, libelous, threatening or harassing; (4) violate any Applicable Law or generally accepted practice in all relevant jurisdictions (including without limitation those governing trade and export, financial services, consumer protection, unfair competition, antidiscrimination or false advertising); or (5) are false, inaccurate or misleading; and (ii) include in the Client Applications any disclaimers or end user terms provided in an Order. Upon request, Client will provide access and associated credentials to Company for all Client Applications in which the Licensed Works are used, integrated, incorporated or embedded.

h. Client grants to Company the right to aggregate and use data and information related to Client's use of the Services, including to compile statistical and performance information related to the provision and operation of the Services, provided that Company does not identify Client or any of Client's customers. If Client chooses to give Company feedback, such as suggestions to improve the Services, Company may act on Client's feedback without obligation to Client.

i. Codes: Company retains all Intellectual Property rights in and to Company's unique vehicle identifiers such as Style ID, ACode and/or generic feature codes provided by Company to Client in conjunction with the Licensed Works, including all updates, derivative works and modifications thereto (collectively, "Codes"). Company grants to Client a non-exclusive, non-transferable, non-sublicenseable, revocable license to use the Codes internally, as needed, to support its authorized use of such Licensed Works licensed to Client under an Order during the term of such Order, and for no other purpose. Client shall gain no right, title or interest in the Codes by virtue of this Agreement or such Order, other than this non-exclusive license. Client shall not provide any Codes delivered with any of Licensed Works licensed to Client under an Order to any third party except Client's employees who have a need to know for the Permitted Use. Unless otherwise stated herein, for the purposes of this Agreement, Codes shall be included in the definition of Licensed Works and are subject to any restrictions related to such Licensed Works, unless explicitly stated otherwise therein.

j. Certain Services may be subject to different or additional terms and conditions, which will be provided with the Order or added as an amendment to this Agreement ("Product Specific Terms"). If there is a conflict between the terms of this Agreement and the Product Specific Terms, the Product Specific Terms will prevail.

k. If client is a US Government Client, any Services, used by, for, or on behalf of the U.S. Government are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (b)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Company.

5. Confidentiality

a. "Confidential Information" means any information that is disclosed in confidence in relation to this Agreement which a party designates as confidential or would reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding disclosure, including, in the case of Company, the Licensed Works.

b. The receiving party will: (i) hold Confidential Information in strict confidence and take reasonable precautions to protect the Confidential Information, including all precautions the receiving party employs with respect to its own confidential materials of a similar nature; (ii) not divulge any Confidential Information to any third party other than to its employees and Authorized Users (for Client) and employees, affiliates and contractors (for Company) ("Representatives") with a legitimate "need to know" the Confidential Information in connection with the performance of its obligations under this Agreement; and (iii) not copy, reverse engineer or remove any proprietary markings from any Confidential Information. The receiving party is responsible for its Representatives' compliance with the terms of this Agreement.

c. Confidential Information does not include any information that: (i) is or becomes publicly known or available without the receiving party's breach of this Agreement; (ii) is, at the time of disclosure, already known to the receiving party as evidenced by written records; (iii) is obtained from a third party that the receiving party reasonably believes is without restriction on disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

d. Confidential Information may be disclosed by the receiving party to the extent required by valid subpoena, court order or other legal process, provided that the receiving party: (i) gives prompt notice to the disclosing party to the extent permitted by Applicable Law; (ii) provides reasonable assistance in obtaining an order protecting or restricting the information from disclosure; and (iii) such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

e. Upon written request by the disclosing party, the receiving party will: (i) cease using the Confidential Information; (ii) return to the disclosing party or destroy the Confidential Information and all copies, notes or extracts thereof; and (iii) upon request of the disclosing party, confirm in writing that receiving party has complied with these obligations. Notwithstanding the foregoing, the receiving party may retain copies of Confidential Information (x) that are stored on the receiving party's IT backup and disaster recovery systems until the ordinary course deletion thereof or (y) for purposes of legal or regulatory compliance or for use in pursuing, defending and/or resolving a claim arising under this Agreement. Such retained Confidential Information will continue to be bound by the confidentiality obligations of this Agreement.

f. It is understood that Client is subject to the California Public Records Act (Gov. Code § 7920.000 et seq., "Public Records Act"). If a request under the Public Records Act is made to view Company's Confidential Information, Client shall notify Company of the request and the date that such records will be released to the requester unless Company obtains a court order enjoining that disclosure. If Company fails to obtain a court order enjoining that disclosure, Client will release the requested information on the date specified and shall designate such information as Company's Confidential Information.

6. Representations and Warranties and Disclaimers

a. Each party represents and warrants that: (a) it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation or a public joint powers authority; (b) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (c) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles; and (d) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement. Company further represents and warrants: (e) it is the lawful licensee or owner of the Services (excluding any Client data therein) and has all the necessary rights in the Services to grant the use of the Services to Client.

b. Disclaimers. Although Company will use reasonable efforts to provide accurate and reliable Services under this Agreement, neither Company nor any of its licensors of information or software included in the Services warrants the adequacy or accuracy thereof. Except for the warranties described above, COMPANY AND ITS LICENSORS PROVIDE THE SERVICES AS IS AND HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE SERVICES OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

7. Indemnity

a. Company will defend, indemnify and hold harmless Client and its elected officials, officers, directors, agents, attorneys and employees ("Client Indemnitees") from and against all claims, losses, damages, liabilities, judgments and expenses, including reasonable attorney's fees and costs (collectively, "Claim"), incurred by Client including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Client Indemnitees, by reason of any Claim arising out of any third-party Claim against Client Indemnitees that the Licensed Works, if used by Client in accordance with the terms of this Agreement, infringe any intellectual property right of a third party. In the event of such Claim, Company will have the right to terminate this Agreement with respect to the allegedly infringing portion of the Services by giving written notice to Client and by refunding to Client the pro rata share of any prepaid charges relating to such infringing portion of the Services. THE INDEMNITY SET FORTH IN THIS SECTION STATES COMPANY'S ENTIRE OBLIGATION AND LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY BY THE SERVICES.

b. Client will defend, indemnify and hold harmless Company from and against all Claims incurred by Company arising out of, related to, or in connection with Client's breach of this Agreement.

c. Prompt notice must be given of any Claim, and the indemnifying party may select counsel of its choice that is reasonably acceptable to indemnified party. The indemnifying party will not enter into any settlement that imposes any liability or material obligation on the indemnified party without such party's prior written approval.

8. Limitation of Liability

Company will have no liability to Client for any damages resulting from any interruptions, delays, inadequacies, errors or omissions relating to the Services covered hereby. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, TO THE OTHER OR TO ANY THIRD PARTY, FOR LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE ACTING PARTY, EVEN IF THE ACTING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY TO CLIENT FOR ANY DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER ANY APPLICABLE ORDER WILL NOT EXCEED THE AGGREGATE TOTAL FEES PAID BY CLIENT TO COMPANY UNDER THE ORDER GIVING RISE TO SUCH CLAIM; HOWEVER, CLAIMS RELATED TO THE INDEMNITY PROVISIONS IN SECTION 7 ARE EXCLUDED FROM THIS LIMIT.

9. Insurance

a. Insurance. Unless otherwise approved in writing by Client's risk manager, Company shall, at its own expense, procure (if not already in place) and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows: commercial general liability ($1,000,000 per occurrence, $2,000,000 aggregate); excess liability ($2,000,000 per occurrence, $2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability ($500,000 per accident); cyber liability ($5,000,000 per claim) and professional liability ($1,000,000 per occurrence, $1,000,000 aggregate).

b. The Client Indemnitees shall be named as additional insureds in the commercial general liability policy which shall contain standard cross liability clauses. The commercial general liability policy shall be primary without right of contribution from any Indemnitee, and Company waives all rights of subrogation with respect to said policy. Company shall provide Client with written notice of any cancellation thereof or material change therein as soon as Company becomes aware of such cancellation or change. Company shall provide Client with certificates

of insurance and original endorsements, evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide Client with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution.

10. Other Terms
    a. Entire Agreement. This Agreement, together with any related Order, addendum, exhibit, or attachment that is governed by this Agreement or any document executed by the parties that references this Agreement, constitute the complete, final and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. The provisions and terms of any purchase order or other agreement issued by Client will not in any way extend or modify the terms and conditions of this Agreement. If any provision of this Agreement is held invalid in a court of law, the remaining provisions will be construed as if the invalid provision were not included in this Agreement. No modification or rescission of this Agreement will be binding unless executed in writing by both parties. If any terms contained in an Order conflict with any of the terms contained in this Agreement, the terms of this Agreement shall prevail, unless the Order expressly provides that such terms contained therein shall prevail.
    b. Governing Law. This Agreement will be governed by the laws of the State of California, without regard to the conflicts of law rules of such state. Any dispute that arises under or relates to this Agreement (whether in contract, tort or both) commenced by either party shall be resolved in state or federal court in Santa Clara County, California, and the parties hereby expressly and irrevocably waive any jurisdictional and/or right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.
    c. Equitable Remedies. The parties may seek equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.
    d. Third Parties. Unless explicitly stated that there is a third-party beneficiary, nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity.
    e. Assignment. This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, Company may assign this Agreement, in whole or in part, to any affiliate of Company or to any successor by acquisition or merger of Company or the Company business operations to which this Agreement relates, so long as Company provides notice of such assignment to Client within thirty (30) days of such assignment. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their permitted successors and assigns.
    f. Force Majeure. Any delay or failure of either party to perform its obligations will be excused for the period of, and to the extent caused by, an event or occurrence beyond the reasonable control of such party. A "force majeure" event may include, but is not limited to, earthquake, fire, storm or other natural disaster, act of God, civil disturbance, communication line failures and data availability interruptions not the fault of the affected party, changes in law which adversely impact the provision of Services, act of terrorism, or war. The affected party will give written notice of such delay or failure to perform to the other party within seven (7) days of the force majeure event.
    g. Notice. All notices, approvals, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes when mailed through a recognized courier company (i.e. FedEx, UPS, DHL), return receipt requested and effective on receipt, if delivery is confirmed by return receipt or other proof of delivery. Notices must be delivered to the addresses set forth above or as set out in an Order, as applicable. Notices to Company will be directed to the attention of the Legal Department and _____ for Client. Either party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.
    h. Compliance with Laws. Each party will comply with all laws, rules, regulations, industry standards, terms, and policies ("Applicable Laws") applicable to this Agreement, including, without limitation, anti-corruption and data privacy laws. Any information or content a party provides, or causes to be provided, to the other party in connection with this Agreement was obtained in compliance with Applicable Laws, and the disclosing party has the right to share and disclose to the other party such information for the purposes set out in this Agreement.
    i. Privacy. For purposes of this Agreement, "Personal Information" is defined as all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. When Company is a service provider, contractor, or processor as those terms are defined under applicable law, on Client's behalf, Company: (i) will not: (1) sell or share Personal Information; (2) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services as set forth in the Agreement; (3) retain, use, or disclose Personal Information for a commercial purpose other than providing the Services as set forth in the Agreement; or (4) retain, use, or disclose Personal Information outside of the direct business relationship between Client and Company; (ii) will (1) permit Client to monitor Company's compliance with this Agreement through measures, including ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing, at least once every 12 months; (2) if Company engages any other person to assist it in processing Personal Information for a business purpose on Client behalf, or if any other person engaged by Company engages another person to assist in processing Personal Information for that business purpose, Company shall notify Client of that engagement, and the engagement shall be pursuant to a written contract binding the other person to observe all the requirements set forth in this section; and (3) notify Client of any breach of security, or any actual or reasonably suspected unauthorized use of, access to or disclosure of Personal Information in violation of this Agreement or any Applicable Laws; and (iii) certifies that it understands these restrictions and will comply with them.
    j. Export Regulation. The information provided under this Agreement may be subject to the export laws and regulations of the United States and/or other countries. Client agrees that it will not export, directly or indirectly, any Services, even if incorporated into other items, to any country for which an export license or other government approval is required without first obtaining such license or approval.
    k. Survival. All terms that must survive termination in order to have their customary effect, including Sections 4-10~~9~~, will survive termination or expiration of this Agreement.
    l. Relationship of the Parties. The parties are independent contractors pursuant to this Agreement. Unless specifically provided herein, this Agreement shall not be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Unless specifically provided herein, neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party.
    m. No Waiver. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

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n. Counterparts. This Agreement, including Orders, Addenda and change requests, may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties.

o. Publicity. Company shall not refer to Client directly or indirectly in any advertisement, news release, or publication, or use any Client logo, seal or mark, without prior written approval from Client.

p. Conflict of Interest. Company warrants that to the best of its knowledge, it, its officers, employees, 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, and subcontractors, will not employ any person having such an interest. Company and its officers, employees, and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Company's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090.

q. No Recourse against Constituent Members of Client. Client is organized as a Joint Powers Client 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. Client shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Company shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Client's constituent members in connection with this Agreement.

SILICON VALLEY CLEAN ENERGY	**J.D. Power**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

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Order

This Order ("Order") dated as of October 1, 2024 ("Effective Date") between J.D. Power ("JDP" or "Company") and Silicon Valley Clean Energy, a Joint Power Authority ("Client") is issued pursuant to and incorporates by reference the terms and conditions of the Master License and Services Agreement, dated as of October 1, 2024 between JDP and Client ("Agreement").

All of the terms and conditions contained in the Agreement will remain in full force and effect and will apply to the extent applicable to this Order except as expressly modified herein. Notwithstanding the foregoing, a provision in this Order may only override provisions of the Agreement if it explicitly references the Agreement and the specific provision being overridden (i.e., a general reference is not sufficient to override the provisions of this Agreement).

Notwithstanding any inconsistent or additional terms and conditions which may be contained in a purchase order, voucher or other similar document issued by either party, such document will be for issuing party's internal purposes only and the terms and conditions of this Order will prevail. Therefore, even if such document is acknowledged or accepted by the receiving party and regardless of any statement to the contrary which may be contained therein, the inconsistent or additional terms and conditions of such purchase order, voucher or other similar document will have no force or effect on this Order.

All capitalized terms not defined in this Order will have the meaning assigned to them in the Agreement.

Any additional work to be performed by JDP or changes to this Order shall be documented by way of a JDP Change Request (CR) form in an addendum to the Order or in an additional Order and must be agreed upon in a writing signed by authorized representatives of both parties.

Section 1 – Description/Scope of Services: Services/Licensed Works

A. **Services/Licensed Works**: The Services consists of maintenance of Client's web based Electric Vehicle Market Application consumer platform and Information Page ("**EV Marketplace**"). The goal is to showcase benefits (esp. financial) of electric vehicles to Client's users, help identify if an EV is right for them, and assist them along their EV journey. The EV Marketplace and the EV Information page were licensed to Client under SOWs issued under the (1) Master Subscription Agreement dated February 27, 2020 ("2020 Agreement") and (2) Master Subscription Agreement between J.D. Power (successor in interest to E-Mobility Market Services, Inc.) and Silicon Valley Clean Energy, a Joint Power Authority, dated February 28, 2022, as amended by amendments 1, 2 and 3 ("2022 Agreement"). The EV Marketplace is deemed Licensed Works hereunder. Services to be provided by JDP under this Order shall include the following:

1. Maintenance. JDP will continue to provide the following Services:

a) Maintenance of JDP-provided data.

b) Infrastructure maintenance.

c) Client will update JDP on upcoming utility incentive programs to be incorporated into the EV Marketplace and JDP will incorporate such updates as part of its normal updating cycle.

d) Reporting: Client will have access to all key traffic metrics, including volume, bounce rate, user flow, etc. via Google Analytics, if required.

e) Internal Use Only. The Licensed Works and data are for the sole internal use by Client. It is not intended to be reused or resold by Client or any of its partners.

2. New Features:

1. Dealer Inventory Feed: Display local dealer EV inventory on the EV Marketplace. The parties agree that (a) JDP will provide such EV inventory for the feed and will cover the lead generation services related to this; and (b) the EV inventory feed and associated lead generation are purely educational and there will be no compensation to the Client from JDP in conjunction with these services.
2. Site Redesign: Redesign the current EV Marketplace and incorporate the Dealer Inventory Feed into it. With one (1) round of feedback from the Client and final approval.

It is anticipated that no additional services will be required in order to accomplish the objectives set forth in this Section 1. If additional services are required or changes in the above scope are needed, the parties shall follow the change process specified above.

Section 2 - Out-of-Scope Services

JDP is not responsible under this Order for providing any services as may be defined in this Section 2 – *Out-of-Scope Services.*

Rate Advisor - Optional Add On

- Set Up Fee - $40,000
- Additional Monthly Maintenance -- $1,800/month

In addition to the items identified in this Section 2 as being out-of-scope, any other items, tasks, deliverables, etc. not specifically identified in this Order are and will be considered out-of-scope under this Order.

Section 3 – Term and Termination

The parties agree that this Order shall commence on October 1, 2024 and the maintenance shall end on September 30, 2027 ("Term").

Section 4 - Fees & Expenses

For Services under this Order, Client agrees to pay JDP the fees as set forth below.

1. Setup Fees: Per Section A(2):

Adding Dealer Inventory Feed	$40,000
Redesigning of EV Marketplace	$20,000

2. Ongoing Monthly Maintenance Fees: $5,920/month. Covers ongoing provisioning, configuration, and support over the Term of this Order. With an escalation of 5% annually on the anniversary of the launch date, currently scheduled for October 1. The Monthly Maintenance Fees are broken down as follows:

Current core features of the EV Marketplace	$4,120
Dealer Inventory Feed	$1,800

3. Invoicing schedule:

   a. $30,000 (Setup Fees) invoiced upon signature of this Order
   b. $30,000 (Setup Fees) invoiced upon launch of the redesigned EV Marketplace
   c. Ongoing Monthly Maintenance Fees shall be invoiced quarterly in advance.
      i. $4,120/month for current core features invoiced quarterly, in advance
      ii. $1,800/month for Dealer Inventory Feed will be invoiced quarterly, upon feature launch, pro-rated for the first quarter and then jointly with core features thereafter.

4. All payments will be due and payable thirty (30) days from receipt of the invoice.

Section 5 – Additional Terms

Provided that monthly maintenance fees are being paid, Company may provide to Client at Client's cost, assistance reasonably requested by Client to effect the orderly transition of the Services, in whole or in part, to Client or its service provider ("Successor Company") ("Transition Services") following the termination of this Order, in whole. The Transition Services shall be limited to transferring the Client data to Client or Successor Company; and (c) such other reasonable activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services during the period the Transition Services are being performed. This Section shall survive the termination of this Order.

Section 6 - Entire Agreement

The terms of this Order and the terms and conditions of the Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto, written or oral, which are not fully expressed herein.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized representatives as of the date written above.

Client	**J.D. Power**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

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SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1j

Item 1j:	**Authorize the Chief Executive Officer to Execute an Amended and Restated Agreement with Richards, Watson, & Gershon to Extend the Term from September 30, 2024 Through September 30, 2025 and Increase the Not to Exceed Amount from $215,000 to $430,000 for Legal Services**
From:	Monica Padilla, CEO
Prepared by:	Michael Callahan, General Counsel
Date:	8/14/2024

RECOMMENDATION

Staff recommends the SVCE Board of Directors approve the amended and restated agreement between Richards, Watson, and Gershon (RWG) and Silicon Valley Clean Energy (SVCE) to extend the term through September 30, 2025 and increase SVCE's not to exceed amount by $215,000 to $430,000.

BACKGROUND

On September 13, 2023, the SVCE Board approved an agreement entitled "Agreement between the Silicon Valley Clean Energy Authority and Richards, Watson & Gershon for Legal Services," ("Legal Services Agreement"), whereby RWG agreed to provide SVCE legal services and serve as SVCE's General Counsel. This role leveraged RWG's significant municipal law experience and included attending Board meetings and providing other general legal services related to employment law and reviewing contracts. The contract was for $215,000 per year.

On April 1, 2024, SVCE hired Michael Callahan to take on the General Counsel role from RWG. As General Counsel, Michael will continue to leverage RWG's significant legal expertise and support but will not need RWG to serve as SVCE's General Counsel.

ANALYSIS & DISCUSSION

The amended and restated agreement accomplishes three things. First, it removes RWG's obligations as SVCE's General Counsel. Second, it extends the term of the agreement to September 2025 which was previously set to expire at the end of September 2024. Finally, it doubles the not-to-exceed (NTE) amount to reflect the year added to the agreement at the same rate as the previous year.

SVCE has decided to extend the agreement with RWG because: (1) RWG performs critical legal work with relevant expertise; (2) RWG has been working with SVCE for several years and is familiar with SVCE policies and processes and is able to address needs efficiently with staff; and (3) SVCE needs continued support of outside counsel in various legal areas.

STRATEGIC PLAN

The proposal supports all strategic plan goals by providing necessary legal support.

Agenda Item: 1j **Agenda Date: 8/14/2024**

ALTERNATIVE

If the Board does not approve this amendment, SVCE will have a live agreement with outside counsel where they are incorrectly designated as SVCE's General Counsel. It will also result in SVCE needing to replace RWG's services by October 2024.

FISCAL IMPACT

Approval of the amended agreement will have a $215,000 fiscal impact to cover anticipated legal costs through September 2025. The remaining NTE was previously approved by the Board.

ATTACHMENTS

1. Amended and Restated Agreement Between the Silicon Valley Clean Energy Authority and Richard, Watson, and Gershon for Legal Services

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

THIS AMENDED AND RESTATED AGREEMENT ("Agreement"), is entered into this 14th day of August, 2024, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and RICHARDS, WATSON & GERSHON, a professional corporation whose address is One Sansome Street, Suite 2850, San Francisco, CA 94104 (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 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, 2023, and shall terminate on September 30, 2025, 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 four hundred and thirty thousand and 00/100 dollars ($430,000.00) 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, and any subconsultant under the

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, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. 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.

B. Intellectual Property Indemnification. Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities by a third party that the services to be provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. 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.

C. The acceptance of the services by Authority shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability.

D. 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. Richards, Watson & Gershon (Consultant Representative") shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL 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's General Counsel, 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. It is understood that Authority is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq*.). If a request under the California Public Records Act is made to view any documents Consultant provided to Authority, Authority shall notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, Authority will release the requested information on the date specified.

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

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

F. 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 330
Sunnyvale CA 94087
Attention: Chief Executive Officer

TO CONSULTANT:
Richard, Watson & Gershon
Attn: Trisha Ortiz
One Sansome Street, Suite 2850
San Francisco, CA 94104

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 determined by the Authority but 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, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer

Privacy Act, Civil Code Section 1798.100 *et seq*. 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

_____
Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
RICHARD, WATSON & GERSHON

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

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By: _____

Name: Monica Padilla
Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

_____
Counsel for Authority

ATTEST:

_____
Authority Clerk

Exhibit A
Scope of Services

As 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 SVCEA Board of Directors ("Board") meetings, special meetings, and workshops as requested by the General Counsel, 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, General Counsel, and designated staff on administrative and operational matters.
- Research and advice on legal questions asked by the Board, CEO, General Counsel and designated staff.
- Advice and assistance on other legal matters as may be assigned by the CEO or General Counsel.

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
Schedule of Performance

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

Task	Begin	Complete
1. Legal Services	**October 2023**	**September 2025**

Exhibit C
Compensation

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

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of two hundred and fifteen thousand dollars and no/100 ($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.

Rates

Personnel	**Hourly**
Shareholders	$335/Hour
Associates	$285/Hour
Paralegals	$180/Hour

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 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.

(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 $5,000,000 US per occurrence.

Exhibit E
Confidentiality and Data Security 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. Without limiting Consultant's obligation of confidentiality as further described herein, Consultant shall be responsible for establishing, maintaining, and providing a written description to Authority of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the Authority's Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Data; (c) protect against unauthorized disclosure, access to, or use of the Data; (d) ensure the proper disposal of Data; and, (e) ensure that all employees, agents, and subcontractors of Consultant, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program used to protect Data be less stringent than the safeguards used by Consultant for its own data. If the services include handling credit card information, then the Consultant shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Consultant agrees and warrants that it is responsible for the security of "cardholder data" that Consultant possesses, stores, processes or transmits on behalf of the Authority, and for any impact on the security of Authority's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the services. No less than annually, Consultant shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to Authority. The required audit shall be a SAS-70 (or successor standard) compliant audit, and Consultant shall provide the audit findings in the form of an SAS-70 Type II report.

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. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of the Authority's Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of the Data, Consultant shall, as applicable: (a) notify Authority as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Authority in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Authority; (c) in the case of Confidential Information, at Authority's sole

election, (i) notify the affected individuals who comprise the Confidential Information as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of becoming aware of the occurrence; or, (ii) reimburse Authority for any costs in notifying the affected individuals; (d) in the case of Confidential Information, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the Confidential Information for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Consultant's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Authority for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Authority in connection with the occurrence; (g) be responsible for recreating lost Data in the manner and on the schedule set by Authority without charge to Authority; (h) provide to Authority a detailed plan within ten (10) calendar days of the occurrence describing the measures Consultant will undertake to prevent a future occurrence and (i) upon conclusion of the occurrence, or at Authority's request, provide to Authority a comprehensive summary of the occurrence, including reason for occurrence, details of occurrence, how occurrence was addressed and any other information required by Authority, which shall be executed by Consultant and may be relied upon by Authority as a true and accurate account of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Consultant's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Consultant has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Consultant. This Section shall survive the termination of this Agreement.

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.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1k

Item 1k:	**Authorize the Chief Executive Officer to Execute Amendment to Agreement with Camus Energy to Extend the Term from September 9, 2024 Through September 8, 2025 and Increase the Not to Exceed Amount from $488,000 to $664,000 to Continue Data Analytics Platform Services**
From:	Monica Padilla, CEO
Prepared by:	Justin Zagunis, Director of Decarbonization Programs and Policy Sangeetha Kumar, Decarbonization Data Engineer
Date:	8/14/2024

RECOMMENDATION

Staff recommends that the Board authorize the Chief Executive Officer (CEO) to execute the third amendment (Attachment 1) to the Camus Energy Agreement with non-substantive changes and subject to final review and approval by the General Counsel, to extend the term by one-year and increase the not-to-exceed (NTE) cost from $488,000 to $664,000 to continue development and maintenance of DAISY 2.0, SVCE's internal data analytics platform.

BACKGROUND

In September 2019, Camus Energy was selected through an informal bid process to carry out a current state assessment of distributed energy resource (DER) and electrification penetration in SVCE territory. The agreement was executed in November 2019 for an NTE amount of $50,000. As part of this work, Camus worked with staff to develop "DAISY 1.0", SVCE's cloud-based data warehouse hosted on the Google Cloud Platform (GCP). Staff utilized DAISY 1.0 to clean, store, integrate, export, analyze, and visualize SVCE's demand-side data. The agreement with Camus was amended in December 2020 to extend the agreement through September 2021 and increase the NTE to $99,799, for the continued maintenance and enhancement of DAISY 1.0.

In December 2020, staff issued an RFI seeking information on data analytics platform services to expand DAISY 1.0 into a more robust platform to support SVCE's data warehousing, data analytics, and reporting needs ("DAISY 2.0"). Staff leveraged the RFI responses to inform the scope of an RFP to seek data analytics platform services to build and maintain DAISY 2.0. Staff issued the RFP on March 9, 2021, which closed on April 9, 2021. The RFP scope was structured into 3 tasks: 1) cloud data platform deployment, 2) tools deployment, and 3) ongoing services. The RFP garnered a strong response, with 21 proposals submitted. Staff carried out a rigorous evaluation process over multiple months, which included two rounds of interviews. The primary evaluation criteria were relevant experience, proposed approach, cost for value, contract exceptions, and cybersecurity. The proposal submitted by Camus Energy was selected as the finalist. SVCE negotiated an agreement with Camus Energy to build and maintain DAISY 2.0 over a period of 3 years, ending in September 2024, with a NTE of $488,000.

Camus Energy is a local organization, founded in 2019 and based in San Francisco, CA. Camus Energy is building a software platform to provide grid operators and load serving entities with advanced situational awareness, insight, and control. Leveraging pioneering work at Google, SpaceX, NREL, and Uber, Camus Energy brings expertise in distributed software systems, cloud computing, real-time analytics, solar power

systems, and high-reliability computing. Camus Energy's current customers include several co-ops, municipal utilities, IOUs, and SVCE.

ANALYSIS & DISCUSSION

DAISY 1.0 (Prior State)

DAISY 1.0, beginning in 2019, integrated key datasets such as historical energy consumption, distributed energy resource adoption, and other demand-side data. In addition, systems were developed to facilitate daily data transfers from SVCE's meter data manager, Calpine. Staff leveraged DAISY 1.0 for various ad hoc and strategic analyses, including: equity analyses, revenue modeling, and targeted marketing.

DAISY 2.0 (Current State)

In early 2021, staff scoped DAISY 2.0, a more robust version of DAISY 1.0 to support SVCE's data warehousing, data analytics, and reporting needs, including the data workflows outlined above. Work began on DAISY 2.0 in late 2021 to serve as a central, secure repository of data with proper ETL (Extract, Transform, Load) systems in place, and better enable efficient, high-impact analyses and reporting. DAISY 2.0 thus far has updated and improved quality and increased refresh frequency of key datasets within its data warehouse (BigQuery). Camus has standardized data types across all datasets using an established data model, including developing key processes for geocoding and address standardization. All staff across SVCE now have access to core dashboards that provide insights on topics including historical load and trends in vehicle adoption. DAISY 2.0 accommodates multiple user types that span a range of experience and functions. These improvements have allowed Staff to leverage DAISY 2.0 for various high-impact strategic analyses including assessing vehicle and building trends within SVCE territory, assessing customer bill impacts, complex program EM&V, and historical load analysis.

DAISY 3.0 (Future State)

An extension of the original agreement with Camus Energy will ensure a more efficient transition to SVCE's future state of DAISY 3.0, in which SVCE will bring the majority of DAISY management and development in-house. Long-term, this will streamline DAISY development and improve DAISY's extensibility as a platform that serves all teams across SVCE. Key tasks (outlined in Attachment 1) for this extension will focus on automated data ingestion for key datasets used frequently by Staff; automated and standardized processes of geocoding address-based datasets; improved documentation and transparency of ingestion pipelines; and established best practices and protocols for managing DAISY. These key tasks will enable Staff to take over DAISY management and unlock the capability to extend DAISY to support additional business use cases. For example, it will enable Staff to prioritize ingestion of additional datasets such as weather data and program data as well as expand analytics to include geospatial analyses, data workflows within BigQuery, and more complex analytics.

Staff recommends extension of the original agreement with Camus Energy for data analytics platform services via the attached draft third amendment (Attachment 1). An extension with Camus Energy will allow staff to co-create a DAISY 2.0 final state with centralized and secure data to enable data-driven decision-making across the organization and scale-up company-wide data warehousing and analytical capabilities.

STRATEGIC PLAN

The agreement supports SVCE's 2023 Strategic Plan Goal 15: "Enable data-driven decision-making across the organization" by updating and maintaining DAISY as a centralized data hub; developing and maintaining a core suite of interactive dashboard reports; implementing a company-wide training plan for data self-service; integrating data sources to enhance data-drive insights; and supporting complex data analytics support across SVCE. Additionally, this agreement supports Goal 22: "Enable data-driven decision-making across the organization; automate, integrate, and streamline, business process to minimize operational risk and move the organization towards industry best practices from its startup phase" by empowering SVCE-wide data-driven decision-making with established systems and infrastructure through DAISY.

ALTERNATIVE

Do not authorize CEO to execute the amended agreement with Camus Energy. The agreement with Camus Energy would expire in September 2024 and staff would need to issue a solicitation for a vendor to continue managing and developing DAISY or bring these functions in-house sooner than anticipated. These functions, including development of tools and applications, would require significant staff time and vendor expertise. The additional time required issue a solicitation and onboard a new vendor while training staff to take over key functions would lead to delays in implementation. In addition, the lack of a longer, one-year transition period may cause interruptions to DAISY's current functionality.

FISCAL IMPACT

The proposed agreement amendment which adds a cost NTE $176,000 (for a new not to exceed total of $664,000) is included in the proposed budget for Fiscal Year 2024-25 which the Board is scheduled to consider at its September 2024 meeting.

ATTACHMENTS

1. Proposed draft third amendment to agreement with Camus Energy for Data Analytics Platform Services
2. Second amendment to agreement with Camus Energy for Data Analytics Platform Services
3. First amendment to agreement with Camus Energy for Data Analytics Platform Services
4. Original agreement with Camus Energy for Data Analytics Platform Services

THIRD AMENDMENT TO AGREEMENT WITH CAMUS ENERGY INC.

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency ("Authority"), and CAMUS ENERGY, INC. entered into that certain agreement entitled SOFTWARE AS A SERVICE, effective on September 9, 2021, hereinafter referred to as "Original Agreement"; and

WHEREAS, on December 17, 2021, Authority and CAMUS ENERGY INC. enter into a First Amendment to make certain amendments to the Original Agreement; and

WHEREAS, on April 18, 2022, Authority and CAMUS ENERGY INC. enter into a Second Amendment to make certain amendments to the Original Agreement; and

WHEREAS, Authority and CAMUS ENERGY, INC. have determined it is in their mutual interest to further amend certain terms of the Original Agreement.

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

1. Section 2 - Not to Exceed Amount of Original Agreement shall be amended as follows:

SVCE shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement, including, but not limited to, Section 10 Fees; Billing, below. The total amount payable to Service Provider under this Agreement shall not exceed six hundred sixty-four thousand ($664,000). This represents a one hundred seventy-six thousand ($176,000) increase over the original Not to Exceed Amount.

2. EXHIBIT B SCHEDULE OF PERFORMANCE of Original Agreement shall be amended to add work product for delivery of services from September 9, 2024 thru September 8, 2025. The new deliverables are outlined below:

- **At a high-level, push all existing tables for key datasets to their end state.** These datasets include customer attributes (PG&E 4013, GreenPrime enrollment), AMI data, interval electricity and gas readings, billing volumes for electricity and gas, vehicle registration, interconnection, settlement quality meter data, and tax assessor data. The following will be addressed:
    - Refreshes to the newest data and desired architecture of tables
    - Delivered SQL ingestion pipelines that are capable of automated refreshes of data along with raw data frequency
    - Training on manipulating fields
    - Additions of geocoding elements (census tract, APN, lat/long, city)
    - Robust QA methods especially on tables with automated refreshes as well as invalid values in raw data (mismatched data fields, invalid values)
- **Automate and standardize geocoding methodology.** This is specifically important for address-based datasets including customer attribute, vehicle, interconnection, and parcel data.
    - Supporting automated address/location based joins/geocoding
        - Provide QA checks to identify which addresses could not be geocoded versus which ones have yet to be geocoded
    - Fix geocoding for mis-matched addresses and parcels

DRAFT

    - Improve processes for address standardization to allow for joins for multi-family addresses
    - Push shapefiles into DAISY (supporting spatial joins with parcels table to identify which customer is in which city, which vehicles/parcels are within SVCE territory)
    - Clean up any APNs with leading zeroes
- **Documentation**:
    - Diagram flows on ingestion pipelines for each of the core tables
    - All historical and current Product Requirements Documents for each of the tables that exist within DAISY
    - Address standardization flow diagram
    - Geocoding flow diagram
    - Access to GitHub repository that includes all SQL pipelines and procedures to build and maintain existing tables
    - Complete Release Guide with all up-to-date data provenance
- **Permissions / process**
    - Access to Calpine SFTP
    - Establish methodology to archive legacy data and future older data reviews (in progress as of 2024-08)
    - Assistance in addressing compliance and security, access controls, change management, backups, and process/procedure for maintenance and disasters
    - Intro to IAM role permissions
        - Shared Project Queries are currently viewable by all users. Needs to be restricted, if possible.
    - Assistance creating a new admin account with administrative permissions for access to edit the stable/fresh/functions datasets as well as all GCS buckets

The Fees for this renewal term covering September 9, 2024 until September 8, 2025 shall be one hundred seventy-six thousand dollars ($176,000), paid quarterly in advance.

3. This Third Amendment shall be effective on September 9, 2024.

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 Third Amendment, the terms of this Third Amendment shall control.

5. This Third 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 Third Amendment to be executed as of the dates set forth besides their signatures below.

RECOMMENDED FOR APPROVAL

_____

Justin Zagunis, Manager of Decarbonization and Grid Innovation Programs

RECOMMENDED FOR APPROVAL

_____

DRAFT

Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
CAMUS ENERGY, INC
By: _____
Name: Raj Raheja
Title: _____
Date: _____

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority
By: _____
Name: Monica Padilla
Title: Chief Executive Officer
Date: _____

DRAFT

SECOND AMENDMENT TO AGREEMENT WITH CAMUS ENERGY, INC

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency ("Authority"), and CAMUS ENERGY, INC entered into that certain agreement entitled SOFTWARE AS A SERVICE, effective on September 9, 2021, hereinafter referred to as "Original Agreement"; and

WHEREAS, Authority and CAMUS ENERGY, 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. EXHIBIT B SCHEDULE OF PERFORMANCE section of Original Agreement shall be amended to read as follows:

Task	Begin	Complete	Fees
1. Project scoping **a.** Kickoff: framing project goals, expand on use cases, identify any changes to key participants and stakeholders **b.** Define any changes to administrative standards and processes **c.** Conduct data model reviews with EBCE	September 9, 2021	October 31, 2021 (Complete)	$34,000 due at project start on September 9, 2021 (Paid)
2. New dataset ingestion **a.** Weather data (openweathermap.org, National Weather Service, or other) **b.** CAISO market data (historical, real-time, and day-ahead prices, grid emissions) **c.** Third-party program data **d.** Existing forecasting, procurement, scheduling, and settlement data from third-party services **e.** Resource and physical asset data **f.** Air quality data **g.** Write data processing pipeline components **h.** Translate into historical time series **i.** Cross check imported data set results	September 27, 2021	Data will be made available to BigQuery iteratively over the course of the targeted development period (In progress)	
3. Transform, standardize, and integrate data	October 4, 2021	Data will be made available to	

a. Normalize common dimensions – e.g. time, location/address, identifier **b.** Correlate third-party data sources with meter and billing info **c.** Deploy enabling tools for geocoding, spatial analysis, and address standardization **d.** Document data model and standardize processing pipeline to ensure data provenance **e.** Add geocoding and address standardization to the ETL data process **a.** Confer with EBCE on geocoding and address standardization process		BigQuery iteratively over the course of the targeted development period (In progress)	
4. Add to existing cloud-based data store **a.** Generate snapshot data output **b.** Load data set into BigQuery	October 18, 2021	Data will be made available in BigQuery iteratively over the course of the development period. We expect to have this completed by February 28, 2022 (Complete)	
5. BigQuery Validation **a.** Testing, quality assurance, and SVCE acceptance of Tasks 2, 3, and 4 **b.** Data provenance reporting	March 1, 2022	(In progress)	
6. Designs for Data Studio reports **a.** Coordination with EBCE, feedback and input **b.** Load aggregation **c.** Load shape visualization and analysis **d.** Enrollment reporting **e.** Exception reports **f.** 75% progress towards 2 reports by Dec 31, 2021	November 15, 2021	December 31, 2021 (Complete)	$34,000 due on December 31, 2021 (Paid)
7. Q1 2022 Deliverables: a. CalTRACK analysis for Recurve b. Calpine data gap filling c. Processing new fields that were discovered to be required for Data Studio reports	November 15, 2021	March 31, 2022 (Complete)	$34,000 (To be invoiced)

d. 90% progress toward 3 reports (Enrollment & Churn, Load Explorer, Load Profile Explorer)			
8. Designs for Map UI **a.** Data aggregations and map visualizations (heatmaps, choropleths, and municipality based views) **b.** Leveraging various data inputs as requested by SVCE (e.g., census tract, ICE/EV/PHEV penetration, PSPS events, etc.)	February 15, 2022	July 31, 2022 (In progress)	
9. Designs for Dashboards and Reports **a.** Municipality aggregation **b.** Decarbonization potential **c.** Supply & Demand Analysis **d.** Census tract analysis	July 1, 2022	TBD	
10. Develop and deploy tool for weather normalization	March 1, 2022	TBD	
11. Map UI Implementation	April 1, 2022	July 31, 2022	
12. Dashboard and Report implementation	April 1, 2022	TBD	
13. Data provenance through UI infrastructure	June 1, 2022	TBD	
14. Map and Dashboard Validation **a.** Testing, quality assurance, and SVCE acceptance of Tasks 9, 10, 11, and 12	July 1, 2022	TBD	
15. Q2 2022 milestone*	May 1, 2022	July 31, 2022	$48,666.67 due upon SVCE acceptance of Q2 2022 milestone
16. Q3 2022 milestone*	July 1, 2022	September 30, 2022	$29,333.33 due upon completion and SVCE acceptance of Q3 2022 milestone
17. Q4 2022 milestone*	October 1, 2022	December 31, 2022	For the avoidance of doubt, a quarterly payment schedule of $44,000 per quarter (plus any additional fees for Authorized Users and storage) shall

			continue hereafter
18. Q1 2023 milestone*	January 1, 2023	March 31, 2023	
19. Q2 2023 milestone*	April 1, 2023	June 30, 2023	
20. Q3 2023 milestone*	July 1, 2023	September 30, 2023	
21. Q4 2023 milestone*	October 1, 2023	December 31, 2023	
22. Q1 2024 milestone*	January 1, 2024	March 31, 2024	
23. Q2 2024 milestone*	April 1, 2024	June 30, 2024	
24. Q3 2024 milestone*	July 1, 2024	September 9, 2024	

*In addition to the maintenance of core functionalities as described in Exhibit A, each quarterly milestone will involve the delivery of DAISY 2.0 enhancements. The specific enhancements to be completed in each quarter are to be defined by SVCE and Service Provider prior to the beginning of the quarter, but may be altered during the course of the quarter in the event that reprioritization is needed. Timelines may be adjusted based on emerging requirements. Any timelines assume that the required data is accessible from either SVCE or specified partners at the start of the milestone, and that it contains enough fidelity for key analyses. If there are larger than expected gaps, or significant delays, it may impact the project delivery timeline.

DAISY 2.0 enhancements can be broadly categorized into tiers below. However, each deliverable is subject to a scoping exercise and timelines may be adjusted based on emerging requirements.

DAISY 2.0 Enhancement Tier	Estimated Time	Example Deliverables
Tier 1	3-12 months	● Open source work of data models, translation layers, or dashboards
Tier 2	6-8 weeks	● New enabling tool ● New key application (e.g. load forecasting)
Tier 3	4 weeks	● New core dashboard ● New core report
Tier 4	2 weeks	● New dataset ingestion

2. This Amendment shall be effective on April 18, 2022.

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

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

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

RECOMMENDED FOR APPROVAL

DocuSigned by:
Justin Zagunis
CDF5FC175BF8496...

Justin Zagunis, Director of Decarbonization and Grid Innovation Programs

RECOMMENDED FOR APPROVAL

DocuSigned by:
Amrit Singh
A88F1DF92E8F467...

Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
CAMUS ENERGY, INC

DocuSigned by:
By: Astrid Atkinson
CC0DA63D9A18487...
Name: Astrid Atkinson
Title: CEO
Date: 4/18/2022

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

DocuSigned by:
By: Girish Balachandran
5CA64B9AC4C24C3...
Name: Girish Balachandran
Title: Chief Executive Officer
Date: 4/18/2022

FIRST AMENDMENT TO AGREEMENT WITH CAMUS ENERGY, INC

WHEREAS, the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency ("Authority"), and CAMUS ENERGY, INC entered into that certain agreement entitled SOFTWARE AS A SERVICE, effective on September 9, 2021, hereinafter referred to as "Original Agreement"; and

WHEREAS, Authority and CAMUS ENERGY, 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. EXHIBIT B SCHEDULE OF PERFORMANCE section of Original Agreement shall be amended to read as follows:

Task	Begin	Complete	Fees
1. Project scoping **a.** Kickoff: framing project goals, expand on use cases, identify any changes to key participants and stakeholders **b.** Define any changes to administrative standards and processes **c.** Conduct data model reviews with EBCE	September 9, 2021	October 31, 2021	$34,000 due at project start on September 9, 2021 (pending Board approval)
2. New dataset ingestion **a.** Weather data (openweathermap.org, National Weather Service, or other) **b.** CAISO market data (historical, real-time, and day-ahead prices, grid emissions) **c.** Third-party program data **d.** Existing forecasting, procurement, scheduling, and settlement data from third-party services **e.** Resource and physical asset data **f.** Air quality data **g.** Write data processing pipeline components **h.** Translate into historical time series **i.** Cross check imported data set results	September 27, 2021	Data will be made available to BigQuery iteratively over the course of the targeted development period	
3. Transform, standardize, and integrate data	October 4, 2021	Data will be made available to	

a. Normalize common dimensions – e.g. time, location/address, identifier **b.** Correlate third-party data sources with meter and billing info **c.** Deploy enabling tools for geocoding, spatial analysis, and address standardization **d.** Document data model and standardize processing pipeline to ensure data provenance **e.** Add geocoding and address standardization to the ETL data process **a.** Confer with EBCE on geocoding and address standardization process		BigQuery iteratively over the course of the targeted development period	
4. Add to existing cloud-based data store **a.** Generate snapshot data output **b.** Load data set into BigQuery	October 18, 2021	Data will be made available in BigQuery iteratively over the course of the development period. We expect to have this completed by February28, 2022	
5. BigQuery Validation **a.** Testing, quality assurance, and SVCE acceptance of Tasks 2, 3, and 4 **b.** Data provenance reporting	March 1, 2022	March 31, 2022	$34,000 due upon SVCE acceptance of data in BigQuery on March 31, 2022
6. Designs for Data Studio reports **a.** Coordination with EBCE, feedback and input **b.** Load aggregation **c.** Load shape visualization and analysis **d.** Enrollment reporting **e.** Exception reports **f.** 75% progress towards 2 reports by Dec 31, 2021	November 15, 2021	March 31, 2022	$34,000 due on December 31, 2021
7. Designs for Map UI **a.** Data aggregations and map visualizations (heatmaps, choropleths, and municipality based views) **b.** Leveraging various data inputs as requested by SVCE (e.g., census tract, ICE/EV/PHEV penetration, PSPS events, etc.)	February 15, 2022	March 31, 2022	

8. Designs for Dashboards and Reports **a.** Municipality aggregation **b.** Decarbonization potential **c.** Supply & Demand Analysis **d.** Census tract analysis			
9. Develop and deploy tool for weather normalization	March 1, 2022	March 31, 2022	
10. Map UI Implementation	April 1, 2022	May 31, 2022	
11. Dashboard and Report implementation	April 1, 2022	May 31, 2022	
12. Data provenance through UI infrastructure	June 1, 2022	June 30, 2022	
13. Map and Dashboard Validation **a.** Testing, quality assurance, and SVCE acceptance of Tasks 9, 10, 11, and 12	July 1, 2022	July 31, 2022	$48,666.67 due upon SVCE acceptance of Map and Dashboard UI on July 31, 2022
14. Q3 2022 milestone*	July 1, 2022	September 30, 2022	$29,333.33 due upon completion and SVCE acceptance of Q3 2022 milestone
15. Q4 2022 milestone*	October 1, 2022	December 31, 2022	For the avoidance of doubt, a quarterly payment schedule of $44,000 per quarter (plus any additional fees for Authorized Users and storage) shall continue hereafter
16. Q1 2023 milestone*	January 1, 2023	March 31, 2023	
17. Q2 2023 milestone*	April 1, 2023	June 30, 2023	
18. Q3 2023 milestone*	July 1, 2023	September 30, 2023	
19. Q4 2023 milestone*	October 1, 2023	December 31, 2023	
20. Q1 2024 milestone*	January 1, 2024	March 31, 2024	
21. Q2 2024 milestone*	April 1, 2024	June 30, 2024	
22. Q3 2024 milestone*	July 1, 2024	September 9, 2024	

*In addition to the maintenance of core functionalities as described in Exhibit A, each quarterly milestone will involve the delivery of DAISY 2.0 enhancements. The specific enhancements to be completed in each quarter are to be defined by SVCE and Service Provider prior to the beginning of the quarter, but may be altered during the course of the quarter in the event that reprioritization is needed. Timelines may be adjusted based on emerging requirements. Any timelines

assume that the required data is accessible from either SVCE or specified partners at the start of the milestone, and that it contains enough fidelity for key analyses. If there are larger than expected gaps, or significant delays, it may impact the project delivery timeline.

DAISY 2.0 enhancements can be broadly categorized into tiers below. However, each deliverable is subject to a scoping exercise and timelines may be adjusted based on emerging requirements.

DAISY 2.0 Enhancement Tier	Estimated Time	Example Deliverables
Tier 1	3-12 months	• Open source work of data models, translation layers, or dashboards
Tier 2	6-8 weeks	• New enabling tool • New key application (e.g. load forecasting)
Tier 3	4 weeks	• New core dashboard • New core report
Tier 4	2 weeks	• New dataset ingestion

The schedule of performance table is intended to match the below Gantt chart for both payment and expected milestones for the first year of the contract, with work covering the period August and September 2022 TBD.

2. This Amendment shall be effective on December 17, 2021.

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

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

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

RECOMMENDED FOR APPROVAL

DocuSigned by:
Justin Zagunis
CDF5FC175BF8496...

Justin Zagunis, Manager of Decarbonization and Grid Innovation Programs

RECOMMENDED FOR APPROVAL

DocuSigned by:
Amrit Singh
A88F1DF92E8F467...

Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
CAMUS ENERGY, INC

DocuSigned by:
By: Astrid Atkinson
CC0DA63D9A18487...
Name: Astrid Atkinson
Title: CEO
Date: 12/29/2021

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

DocuSigned by:
By: Girish Balachandran
5CA64B9AC4C24C3...
Name: Girish Balachandran
Title: Chief Executive Officer
Date: 12/29/2021

MASTER AGREEMENT

SOFTWARE AS A SERVICE

This agreement ("Agreement") is entered into and is effective as of September 9, 2021 ("Effective Date"), by and between Silicon Valley Clean Energy, an independent public agency located at 333 W. El Camino Real, Suite 330, Sunnyvale, CA, 94087, ("SVCE") and Camus Energy, Inc., a Delaware corporation located at 1333 Minna Street, San Francisco, CA 94103 ("Service Provider").

RECITALS

WHEREAS, SVCE requires third-party hosted "software as a service" services, as further described herein, with respect to certain of its information technology needs;

WHEREAS, SVCE requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to SVCE to perform such Services on behalf of SVCE;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, SVCE has selected Service Provider to provide and manage the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of SVCE's data are critical to the operation of SVCE's business; and,

WHEREAS, Service Provider has agreed to provide the Services to SVCE, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the term (the "Initial Term") shall commence on the Effective Date and continue for three (3) years. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement may be renewed for up to three (3), successive one (1) year terms (each, a "Renewal Term") upon mutual written agreement of the parties.

2. Not to Exceed Amount. SVCE shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement, including, but not limited to, Section 10 Fees; Billing, below. The total amount payable to Service Provider under this Agreement shall not exceed four hundred eighty-eight thousand ($488,000).

3. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to SVCE certain hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (collectively, the "Services") as further set forth in Exhibit "A" attached hereto.

   3.1 Authorized Users. Unless otherwise limited herein, Service Provider grants SVCE a renewable, irrevocable except as explicitly set forth in this Agreement, nonexclusive, royalty-free, and

worldwide right and license for any SVCE employee, contractor, or agent, or any other individual or entity authorized by SVCE, (each, an "Authorized User") to access and use the Services for the purposes set out in this Agreement. Other than any limitations otherwise described herein, Authorized Users will have no other limitations on their access to or use of the Services.

3.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a grant of license to use intellectual property in software form, to SVCE by Service Provider.

3.3 Changes in Number of Authorized Users. SVCE is entitled to increase or decrease the initial number of Authorized Users ("Minimum Commitment"), on an as-requested basis; provided, however, that SVCE shall maintain the Minimum Commitment unless the parties otherwise agree to adjust the Minimum Commitment. Should SVCE elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users specified in Exhibit A and adjust the prospective Services Fees accordingly no later than five (5) business days from SVCE's written request.

3.4 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of SVCE. Cloud based storage shall not be utilized without the SVCE's prior, written consent. Any and all permitted cloud storage shall be in compliance with ISO/IEC 27001 - 27017, as applicable, or successor standards thereto. Except as otherwise expressly set forth in Exhibit A, the Services (including all data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to SVCE annually and within thirty (30) days of the effective date of this Agreement.

3.4.1 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without SVCE's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.

3.5 Storage. The Services shall include the applicable allocation of base data storage as described in Exhibit A, if any. Service Provider shall immediately notify SVCE when SVCE has reached eighty percent (80%) of SVCE's then-current data storage maximum. Within five (5) calendar days of SVCE's request, Service Provider shall make additional data storage available to SVCE at the rates described in Exhibit A.

3.6 Development and Test Environments. In addition to production use of the Services, SVCE is entitled to one development and one test environment for use by Authorized Users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. Service Provider shall cooperate with SVCE's requests in managing the non-production environments such as refreshing SVCE Data upon request.

3.7 Documentation. The documentation for the Services ("Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. SVCE shall have the right to make any number of additional copies of the Documentation at no additional charge.

3.8 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, SVCE, at SVCE's sole election and in SVCE's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b)

determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the Services Fees accordingly on a prospective basis. Where Service Provider has introduced like functionality in other services, SVCE shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to SVCE without any increase in the Services Fees.

3.9 No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement.

3.10 Modification of the Services. SVCE's Director of Information Technology shall be authorized to waive, in writing, any of the Service Provider's obligations with respect to the Services, where deemed to be in SVCE's best interests, provided that no such modification shall result in any increase in the amount of the Services Fees.

3.11 Compliance with All Laws. Service Provider 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. Service Provider shall, at all times, observe and comply with all such laws and regulations, including, but not limited to the Americans with Disabilities Act. SVCE, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Service Provider to comply with this paragraph.

4. Service Levels.

4.1 Service Levels; Time is of the Essence. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Periods and in accordance with the applicable Service Level Standards, each as described in Exhibit A hereto. Time is of the essence in the performance of the Services.

4.2 Service Level Reporting. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Service Provider shall make available reports to SVCE describing the performance of the Services and of Service Provider as compared to the Service Level Standards; provided, however, that a SVCE Satisfaction Service Level Survey shall be conducted by Service Provider each year on the anniversary of the Effective Date and the results shall be reported to SVCE by Service Provider no later than the fifteenth (15th) calendar day of the subsequent month following such anniversary date. The reports shall be in a form agreed-to by SVCE, and, in no case, shall contain less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Service Provider has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (d) any Performance Credit due to SVCE. Service Provider and SVCE will meet as often as shall be reasonably requested by SVCE, but no less than monthly, to review the performance of Service Provider as it relates to the Service Levels. Where Service Provider fails to make available a report for a Service Level in the applicable timeframe, the Service Level shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Service Provider shall, without charge, make SVCE's historical Service Level reports available to SVCE upon request.

4.3 Failure to Meet Service Level Standards. In the event Service Provider does not meet a Service Level Standard, Service Provider shall: (a) owe to SVCE any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet Service Level Standard is subsequently met. Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

In no case shall SVCE be required to notify Service Provider that a Performance Credit is due as a condition of payment of the same.

4.3.1 Termination for Material and Repeated Failures. SVCE shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement, and be entitled to a return of any prepaid fees where Service Provider fails to meet any Service Level Standard: (a) to such an extent that the SVCE's ability, as solely determined by SVCE, to use the Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

4.4 Audit of Service Levels. No more than quarterly, SVCE or SVCE's agent shall have the right to audit Service Provider's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to SVCE but not paid, Service Provider shall immediately owe to SVCE the applicable Performance Credit.

5. Support; Maintenance; Additional Services.

5.1 Technical Support. Service Provider shall provide the Technical Support as described in Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.

5.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Internet Explorer, Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

5.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by SVCE on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to SVCE of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to SVCE and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

5.2.2 Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by SVCE on a case-by-case basis, for non-emergency maintenance, SVCE shall have a ten (10) business day period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that SVCE rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if SVCE has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by SVCE and Service Provider shall be entitled to introduce the maintenance changes into production.

5.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.

5.4 Training Services. Service Provider shall provide the Training Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Training Services.

6. Audit Rights of Service Provider. Service Provider shall have no right to conduct an on-premises audit of SVCE's compliance with the use of the Services. No more than once annually, Service Provider shall have the right to request from SVCE its certification of compliance with the permitted number of Authorized Users. Where the actual number of users exceeds the permitted number of Authorized Users, SVCE, at SVCE's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) acquire the appropriate number of Authorized Users' licenses at the rate specified in Exhibit A so as to be in compliance with the permitted number of Authorized Users.

7. Change Control Procedure. SVCE may, upon written notice, request changes to the scope of the Services under Exhibit A. If SVCE requests an increase in the scope, SVCE shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify SVCE whether or not the change has an associated cost impact. If SVCE approves, SVCE shall issue a change order, which will be executed by the Service Provider. SVCE shall have the right to decrease the scope, and the associated fees will be reduced accordingly.

8. Termination; Renewals.

8.1 Termination for Convenience. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, SVCE may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the Service Provider.

8.2 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

8.3 Payments upon Termination. Upon the termination of this Agreement, SVCE shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to SVCE all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.

8.4 Return of SVCE Data. Upon the termination of this Agreement, Service Provider shall, within one (1) business day following the termination of this Agreement, provide SVCE, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the SVCE Data in the format specified by SVCE, and make such extract available to SVCE for electronic retrieval for a period of thirty (30 days). Further, Service Provider shall certify to SVCE the destruction of any SVCE Data within the possession or control of Service Provider, in accordance with Section 13.5, but such destruction shall occur only after the SVCE Data has been returned to SVCE. This Section shall survive the termination of this Agreement.

8.5 Renewals. Should the Services continue beyond the Initial Term, the Services Fees for the Renewal Term may be increased no more than three percent (3%) on an annualized per-user basis.

9. Transition Services. For a period of up to three (3) months (the "Transition Services Period"), Service Provider will provide to SVCE and/or to the service provider selected by SVCE ("Successor Service Provider") assistance reasonably requested by SVCE to effect the orderly transition of the Services, in whole or in part, to SVCE or to Successor Service Provider ("Transition Services") prior to or following the termination of this Agreement, in whole or in part. The Transition Services may include: (a) developing a

plan for the orderly transition of the terminated Services from Service Provider to SVCE or Successor Service Provider; (b) if required, transferring the SVCE Data to Successor Service Provider; (c) using commercially reasonable efforts to assist SVCE in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to SVCE, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement. For the avoidance of doubt, Service Provider shall be compensated for such Transition Services for the duration of the Transition Services Period on a time and materials basis, as further described in Exhibit A, unless an alternative fee is mutually agreed upon by the Parties, or such Transition Services are provided without charge as set forth in this Agreement.

10. Fees; Billing. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by SVCE of an invoice from Service Provider.

10.1 Billing Procedures. Service Provider shall bill to SVCE the sums due pursuant to Exhibit A by Service Provider's invoice, which shall contain: (a) SVCE's purchase order number, if any, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall forward invoices in electronic format to the email address of the designated SVCE program manager and invoices@svcleanenergy.org.

10.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that SVCE is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

10.3 Credits. Any amounts due to SVCE, such as a Performance Credit, from Service Provider may be applied by SVCE, at the sole election of SVCE, against any current or future fees due to Service Provider. Any such amounts that are not so applied by SVCE shall be paid to SVCE by Service Provider within thirty (30) calendar days following SVCE's request. This Section shall survive the termination of this Agreement.

10.4 Non-binding Terms. Any terms and conditions included in a Service Provider invoice shall be deemed to be solely for the convenience of the Service Provider, and no such term or condition shall be binding upon the SVCE.

10.5 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, SVCE in a format that will permit audit by SVCE for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement. For the term of this Agreement, upon SVCE's written request, Service Provider shall provide SVCE with a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report and SOC 2 type 2 report (for all Trust Services Principles) once such certification(s) has/have been obtained.

10.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to SVCE by Service Provider, SVCE is entitled to disclose to a third-party this Agreement, and any other data pertaining to fees paid or payable by SVCE to Service Provider.

10.7 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) SVCE is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

11. Representations and Warranties.

11.1 Mutual. SVCE and Service Provider represent and warrant that:

11.1.1 it is a public entity or business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;

11.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

11.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

11.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

11.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

11.2 By Service Provider. Service Provider represents and warrants that:

11.2.1 it is in the business of providing the Services;

11.2.2 the Services are fit for the ordinary purposes for which they will be used;

11.2.3 it is possessed of superior knowledge with respect to the Services;

11.2.4 it acknowledges that SVCE is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to SVCE;

11.2.5 it knows the particular purpose for which the Services are required by SVCE;

11.2.6 it is the lawful licensee or owner of the Services (excluding any SVCE Data therein) and has all the necessary rights in the Services to grant the use of the Services to SVCE;

11.2.7 the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;

11.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement;

11.2.9 it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;

11.2.10 it will use its best efforts to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into SVCE's computing and network environment by the Services, and that, where it transfers a Virus to SVCE through the Services, it shall reimburse SVCE the actual cost incurred by SVCE to remove or recover from the Virus, including the costs of persons employed by SVCE to perform such services;

11.2.11 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of SVCE Data will result from such items if present in the Services;

11.2.12 in the case of SVCE's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of SVCE Data; and,

11.2.13 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

12. SVCE Data.

12.1 Ownership. SVCE's data ("SVCE Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) SVCE's data collected, accessed, used, processed, stored, or generated as the result of the SVCE's use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Except where subject to a third party's intellectual property rights, all SVCE Data is and shall remain the sole and exclusive property of SVCE and all right, title, and interest in the same belongs to SVCE. This Section shall survive the termination of this Agreement.

12.2 Service Provider Use of SVCE Data. Service Provider is provided a limited license to access SVCE Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display SVCE Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain SVCE Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose SVCE Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to SVCE Data only to those employees of Service Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available SVCE Data for Service Provider's own purposes or for the benefit of anyone other than SVCE without SVCE's prior written consent. This Section shall survive the termination of this Agreement.

12.3 Access to, and Extraction of SVCE Data. SVCE shall have full and complete access to, and ability to download, its SVCE Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Service Provider. Further, Service Provider shall, within one (1) business day of SVCE's request, provide SVCE, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Service Provider), an extract of the SVCE Data in the format specified by SVCE. In the event SVCE gives Service Provider written notice of a "litigation hold", then as to all data identified in such notice, Service Provider shall, at no additional cost to SVCE, isolate and preserve all such data pending receipt of further direction from the SVCE.

12.4 Backup and Recovery of SVCE Data. As a part of the Services, Service Provider is responsible for maintaining a backup of SVCE Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Service Provider shall maintain a contemporaneous backup of SVCE Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of SVCE Data in an off-site (but within the continental United States) "hardened" facility no less than daily, maintaining the security of SVCE Data, the security requirements of which are further described herein. Any backups of SVCE Data shall not be considered in calculating storage used by SVCE.

12.5 Loss or Unauthorized Access to Data. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of SVCE Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of SVCE Data, Service Provider shall, as applicable: (a) notify SVCE as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with SVCE in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by SVCE; (c) in the case of PII, at SVCE's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse SVCE for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting SVCE's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless SVCE for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from SVCE in connection with the occurrence; (g) be responsible for recreating lost SVCE Data in the manner and on the schedule set by SVCE without charge to SVCE; and, (h) provide to SVCE a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

13. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

13.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. Except for electric and gas usage information provided to Service Provider pursuant to this Agreement, the term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, SVCE Data shall be deemed to be Confidential Information.

13.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

13.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. It is understood that SVCE is subject to the California Public Records Act (Gov. Code § 6250 *et seq*.). If a request under the California Public Records Act is made to view Service Provider's Confidential Information, SVCE shall notify Service Provider of the request and the date that such records will be released to the requester unless Service Provider obtains a court order enjoining that disclosure. If Service Provider fails to obtain a court order enjoining that disclosure, SVCE will release the requested information on the date specified.

13.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of SVCE, at the sole election of SVCE, the immediate termination, without liability to SVCE, of this Agreement.

13.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement or an Exhibit A, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which is in such party's possession, custody, or control; provided, however, that Service Provider shall return SVCE Data to SVCE following the timeframe and procedure described further in this Agreement. Should Service Provider or SVCE determine that the return of any SVCE Data or non-SVCE Data Confidential Information is not feasible, Service Provider shall destroy the data comprising such Confidential Information in compliance with the most current version of NIST standard SP800-88, or other standard acceptable to the SVCE, and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

14. Data Privacy and Information Security.

14.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing, maintaining, and providing a written description to SVCE of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the SVCE Data; (b) protect against any anticipated threats or hazards to the security or integrity of the SVCE Data; (c) protect against unauthorized disclosure, access to, or use of the SVCE Data; (d) ensure the proper disposal of SVCE Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program used to protect SVCE Data be less stringent than the safeguards used by Service Provider for its own data.

If the Services include handling credit card information, then the Service Provider shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Service Provider agrees and warrants that it is responsible for the security of "cardholder data" that Service Provider possesses, stores, processes or transmits on behalf of the SVCE, and for any impact on the security of SVCE's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the Services.

14.2 Audit by Service Provider. At SVCE's request, sole cost to bear, and vendor selection responsibility, Service Provider shall undergo a vendor risk management assessment focusing on IT general controls, data privacy, and information security to support SVCE's responsibility under CPUC decision 12-08-045.

14.3 Right of Audit by SVCE. Without limiting any other audit rights of SVCE, SVCE shall have the right to review Service Provider's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the providing of the Services, on an ongoing basis from time to time and without notice, SVCE, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's data privacy and information security program during Service Provider's normal business hours and with at least five (5) business days prior written notice. In lieu of an on-site audit, upon request by SVCE, Service Provider agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by SVCE regarding Service Provider's data privacy and information security program.

14.4 Audit Findings. Service Provider shall use best efforts to implement any required safeguards as identified by SVCE or by any audit of Service Provider's data privacy and information security program and shall provide written explanation of why any required safeguard cannot be implemented and how that issue will otherwise be addressed.

14.5 Pattern of Violations. It shall be considered a material breach of this Agreement if Service Provider engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Service Provider understands that if SVCE finds that Service Provider is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement SVCE shall promptly cease all disclosures of Confidential Information to Service Provider. Service Provider further understands that if SVCE receives a customer complaint about Service Provider's misuse of data or other violation of the Disclosure Provisions, SVCE shall promptly cease disclosing that customer's information to Service Provider and shall notify the California Public Utilities Commission ("CPUC")of the complaint.

14.6 CPUC Compliance. Service Provider 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.

14.7 Injunction, Specific Performance or Such Other Relief. Service Provider acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to SVCE and/or SVCE Customers, the amount of which may be difficult to assess. Accordingly, Service Provider hereby confirms that the SVCE shall be entitled to apply to a court of competent jurisdiction or the CPUC 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 Service Provider or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SVCE, in law or equity.

14.8 SVCE's Right to Termination for Deficiencies. SVCE reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if SVCE reasonably determines that Service Provider fails or has failed to meet its obligations under this Section; provided that in the event of a dispute between the parties, the parties will first attempt in good faith to resolve such dispute by written notice to the designated points of contact of each party, who will attempt in good faith to resolve such dispute by negotiation and consultation as soon as reasonably practicable following receipt of such written notice.

15. Proprietary Rights.

15.1 Pre-existing Materials. SVCE acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.

15.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

15.3 The provisions of this Section shall survive the termination of this Agreement.

16. Indemnification; Limitation of Liability; Insurance.

16.1 General Indemnification. Service Provider agrees to indemnify, defend, and hold harmless SVCE and its elected officials, officers, directors, agents, attorneys and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; (d) any destruction, or unauthorized access, use, or theft of SVCE Data (collectively, "cyber theft") or, (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the sole negligence or willful misconduct of an Indemnitee.

16.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent,

copyright, trade secret, trademark, or other proprietary right. Notwithstanding the foregoing, Service Provider will have no liability or obligation with respect to any Claim to the extent such Claim is caused by (A) compliance with designs, guidelines, plans or specifications provided by SVCE; (B) use of the Services by SVCE not in accordance with this Agreement; (C) modification of the Services by any party other than Service Provider without Service Provider's express consent; (D) SVCE Confidential Information or (E) the combination, operation, or use of the Services with other applications, portions of applications, product(s) or services where the Services would not by itself be infringing. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that SVCE is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for SVCE the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by SVCE; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to SVCE any prepaid fees and the full cost associated with any Transition Services.

16.3 Indemnification Procedures. Promptly after receipt by SVCE of a threat, notice, or filing of any Claim against an Indemnitee, SVCE shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and SVCE shall not independently defend or respond to a Claim; provided, however, that: (a) SVCE may defend or respond to a Claim, at Service Provider's expense, if SVCE's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) SVCE shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, SVCE shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse SVCE for all reasonable out-of-pocket costs incurred by SVCE (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

16.4 Third-Party Beneficiaries. Nothing, express or implied, in this Agreement is intended to benefit, or to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor Indemnitees.

16.5 Insurance. Unless otherwise approved in writing by SVCE's risk manager, Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly admitted and qualified in California covering the operations of Service Provider, pursuant to this Agreement: commercial general liability ($1,000,000 per occurrence, $2,000,000 aggregate); excess liability ($2,000,000 per occurrence, $2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability ($500,000 per accident); cyber liability ($5,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of SVCE Data; (ii) data breach including theft, destruction, and/or unauthorized use of SVCE Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of SVCE Data; and professional liability ($1,000,000 per occurrence, $1,000,000 aggregate). Any of the foregoing policy limits shall be subject to modification by the SVCE's risk manager upon thirty (30) days prior, written notice to Service Provider, and at any time prior to commencement of the Services.

The Indemnitees shall be named as additional insureds in the commercial general, cyber, and excess liability policies which shall contain standard cross liability clauses. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policies shall be primary without

right of contribution from any Indemnitee, and Service Provider waives all rights of subrogation with respect to said policies. Such policies shall require that SVCE be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. SVCE shall have the right to request an adjustment of the limits of liability for commercial general, cyber, and excess liability, and/or professional liability insurance as Service Provider's exposure to SVCE increases. Service Provider shall provide SVCE with certificates of insurance and original endorsements, evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide SVCE with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution.

16.6 Limitation of Liability. UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DIRECT DAMAGES, COSTS, OR LIABILITIES (EXCLUDING SVCE'S PAYMENT OBLIGATIONS) IN EXCESS OF THE AMOUNTS PAID OR PAYABLE BY SVCE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS AS TO INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN SECTION 12 OF THIS AGREEMENT. This Section shall survive the termination of this Agreement.

17. General.

17.1 Relationship between SVCE and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for SVCE or in any way to bind or to commit SVCE to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of SVCE. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of SVCE. In recognition of Service Provider's status as an independent contractor, SVCE shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. SVCE shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of SVCE.

17.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the County of Santa Clara, State of California, in all questions and controversies arising out of this Agreement.

17.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.

17.4 Compliance with Laws; SVCE Policies and Procedures. Service Provider agrees to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable.

Service Provider shall comply with SVCE policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.

17.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any SVCE supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to SVCE, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

17.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of SVCE Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for SVCE to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to SVCE upon SVCE's request. The Business Continuity Plan shall include: (a) Services and SVCE Data backup and recovery procedures, including procedures and resources for disaster recovery; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to SVCE upon SVCE's request.

17.7 Advertising and Publicity. Service Provider shall not refer to SVCE directly or indirectly in any advertisement, news release, or publication, or use any SVCE logo, seal or mark, without prior written approval from SVCE.

17.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

17.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

17.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of SVCE. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. SVCE, at SVCE's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of SVCE's business.

17.11 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.

17.12 Counterparts; Facsimile/PDF/Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

17.13 Entire Agreement. This Agreement and any and all attached exhibits, each of which is incorporated by reference herein, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between SVCE and Service Provider as to the subject matter hereof. No representation or promise not expressly set forth herein shall be binding. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions contained in any exhibit hereto. This Agreement may only be amended by an instrument in writing signed by the parties. 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.

17.14 Cumulative Remedies. All rights and remedies of SVCE herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

17.15 No Recourse against Constituent Members of Authority. SVCE is organized as a Joint Powers SVCE 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. SVCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Service Provider shall have no rights and shall not make any claims, take any actions or assert any remedies against any of SVCE's constituent members in connection with this Agreement.

17.16 Non-Discrimination. In the performance of this Agreement, Service Provider, and any subcontractor of Service Provider 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, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Service Provider shall have responsibility for compliance with this Section.

17.17 Conflict Of Interest. Service Provider 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. Service Provider and its officers, employees, associates and subcontractors, if any,

shall comply with all conflict of interest statutes of the State of California applicable to Service Provider'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, Service Provider may perform similar services for other clients, but Service Provider and its officers, employees, associates and subcontractors shall not, without the SVCE Representative's prior written approval, perform work for another person or entity for whom Service Provider is not currently performing work that would require Service Provider or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Service Provider shall incorporate a clause substantially similar to this Section into any subcontract that Service Provider executes in connection with the performance of this Agreement. Service Provider understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Service Provider to make certain governmental decisions or serve in a staff SVCE, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

17.18 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.

17.19 Final Payment Acceptance Constitutes Release. The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of SVCE from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of SVCE'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 SVCE shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, 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 SVCE for any defect or error in the work prepared by Service Provider, its employees, subcontractors and agents.

17.20 SVCE's Rights to Employ Other Consultants. SVCE reserves the right to employ other consultants in connection with the subject matter of the Services.

17.21 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.

17.22 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.

17.23 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 Service Provider's proposal, the provisions of this Agreement shall control.

17.24 Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

Executed on the dates set forth below by the undersigned authorized representative of SVCE and Service Provider to be effective as of the Effective Date.

SILICON VALLEY CLEAN ENERGY (SVCE)

By: DocuSigned by: Girish Balachandran 5CA84B9AC4G24C3...
Name: Girish Balachandran
Title: Chief Executive Officer
Date: 9/9/2021

Address for Notice:
333 W. El Camino Real
Suite 330
Sunnyvale, CA, 94087

CAMUS ENERGY, INC

By: DocuSigned by: Astrid Atkinson A3D1F63D9AA84A1...
Name: Astrid Atkinson
Title: CEO
Date: 9/9/2021

Address for Notice:
1333 Minna Street
San Francisco, CA 94103

APPROVED AS TO FORM:
DocuSigned by: Gregory W. Stepanicich 9E728D9E914F493...
Counsel for Authority

ATTEST:
DocuSigned by: Melody Vega E511A2A52DE14DE...
Authority Clerk

EXHIBIT A

STATEMENT OF SERVICES, SUPPORT, AND SERVICE LEVEL AGREEMENT

This Exhibit A - Statement of Services and Service Level Agreement shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between **SILICON VALLEY CLEAN ENERGY** ("SVCE") and **CAMUS ENERGY, INC.** ("Service Provider") dated September 9, 2021, ("Agreement"). In the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description. Service Provider shall provide the following Services to SVCE through this Agreement:

1. Cloud Data Platform delivery
2. Enabling Tools development and deployment
3. Ongoing Services

Cloud Data Platform delivery. Service Provider shall provide software development and cloud administration services to deliver the following DAISY 2.0 core functionalities:

- Data storage
- Extract, transform, load (ETL) of SVCE, PG&E, Calpine, and other datasets, including:
    - Weather data (historical, real-time, and forecast), e.g. temperature, insolation, HDD, CDD, upper air data
    - CAISO market data, e.g. historical, real-time, and day-ahead prices, grid emissions
    - Third-party program data
    - Existing forecasting, procurement, scheduling, and settlement data from third-party services
    - Resource and physical asset data, e.g. forecasted generation, actual generation, pricing at local nodes
    - Air quality data
- Data warehousing
- Data visualization, including mapping capability
- Dashboards: create, save, share, update, and versioning
- Reports: create, save, share, update, and versioning
- Customizable user access permissions
- Ability to create custom tables
- Ability to integrate with third-party applications and standard tools such as Excel, Tableau, etc.
- Query library and version control
- Data provenance: ability to track data lineage and data processing steps

Service Provider shall maintain and provide SVCE with access to the DAISY 2.0 cloud data platform hosted on Google Cloud Platform (GCP), including:

- Google Cloud Storage buckets
- BigQuery data warehouse
- ETL pipelines
- Google Data Studio

Service Provider shall maintain and provide SVCE with up-to-date documentation on the tables in the BigQuery data warehouse. The documentation will include sample queries for each table and data provenance descriptions for all ingested data fields in the BigQuery data warehouse.

Service Provider shall configure DAISY 2.0 with the appropriate permissions to support, at minimum, the following SVCE user tiers:

Role	Functions	Minimum Background
Tier 1	• View and explore shared dashboards and reports	• N/A
Tier 2	• Use and extract insights from specific applications (e.g. load forecasting application) • All functions in Tier 1	• Familiarity with platform UI • Familiarity with relevant applications
Tier 3	• Perform ad hoc queries and export data • Create data visualizations • Conduct strategic analyses • All functions in Tiers 1 and 2	• SQL knowledge • Familiarity with platform UI • Familiarity with relevant applications
Tier 4	• Oversee data cleaning and ingestion • Create custom tables • Create, manage, and share dashboards and reports • All functions in Tiers 1, 2, and 3	• SQL knowledge • Familiarity with platform UI • Familiarity with all applications • Familiarity with all data sources • GIS experience

DAISY 2.0 should have customizable user access permissions to enable the creation of the above user roles, as well as other user roles that may be established in the future. The estimated number of tier 4 users is up to five. Each lower tier is expected to have a higher number of users, where tier 1 users could potentially be SVCE customers or member agencies. For the avoidance of doubt, a tier 1 user who is not an SVCE employee, contractor, or agent is not considered an Authorized User for the purposes of this Agreement.

All data models and translation layers developed as part of this Agreement shall be shared under an open-source license such as Apache 2.0., to be prioritized in the appropriate milestone.

All data models, translation layers, dashboards, tools, and applications developed as a part of this Agreement shall be shared with SVCE in a code repository under a commercially reasonable license such as Apache 2.0 license.

Enabling Tools development and deployment. Service Provider shall work with SVCE to deploy the following enabling tools:

Enabling Tool	Description
Geocoding	Convert an address into latitude/longitude coordinates for the centroid of the parcel.
Spatial analysis	Enable spatial joins between features to link latitude/longitude coordinates to assessor's parcel number (APN), census tract, etc.
Address standardization	Standardize addresses across datasets to improve address matching.
Weather normalization	Leverage weather data, historical energy consumption data and/or other key data sets to measure the impact of weather on electricity and natural gas consumption. Produce weather-normalized electricity and gas consumption profiles on a customer-level and in aggregate.

If the enabling tool is an existing, state-of-the-art tool (either their own or from a third party), then Service Provider will take the following steps to integrate the tool into DAISY 2.0:

1. Initialize tool
    a. Perform the initial configuration, including connection with DAISY 2.0, and provide trainings for the tool
    b. Provide documentation for SVCE's use case for the tool
2. Set up user account capabilities as specified in the user tiers table above
    a. Set up account access for tier 4 users
    b. Provide user management documentation for tier 4 users so they can create other users at any point

If the enabling tool will be built or significantly customized as part of this Agreement, then Service Provider will take the following steps to integrate the tool into DAISY 2.0:

1. Work with SVCE to define the tool requirements
2. Provide the project timeline with intermediate deliverables and weekly progress reviews
3. Develop tool
4. Work with SVCE for alpha and beta testing
5. Deploy production version of the tool

As a part of building enabling tools, dashboards, applications, integrating new data sources, or enhancing the DAISY 2.0 data model, the Service Provider may seek to leverage expertise from East Bay Community Energy (EBCE). Service Provider may reach out to EBCE (by email with SVCE approval and with SVCE copied) for support, insight, and experience with similar or identical datasets. Any fees incurred by EBCE providing this support to Service Provider will be governed by a Consulting Service Agreement between SVCE and EBCE. Any and all work incurred by Service Provider will be governed by this Agreement.

Ongoing Services. Beginning on the effective date of this Agreement, and for the duration of the Agreement, Service Provider shall provide software development and cloud administration services to deliver the following ongoing services for DAISY 2.0:

- Provide collaborative system administration services to SVCE's cloud data platform on GCP
- Given that SVCE's data sets include personally identifiable information, follow state-of-the-art encryption standards for data transfer, data at rest, and data disposal
- Maintain and enhance enabling tools as needed
- Develop and maintain ETL pipelines
    - Ingest datasets into data warehouse on a regular basis, ranging from daily to monthly
    - Enhance and/or create pipelines for new/updated sources of data from SVCE, PG&E, Calpine, and other sources on an ongoing basis. Data formats can change for existing data sources.
- Develop and manage core tables, dashboards, reports
- Provide ongoing support to tier 2, 3, and 4 users, e.g. query troubleshooting, answering questions related to data, tools, and documentation
- Mitigate and resolve any issues associated with the data services, as reported by SVCE. Service Provider will provide such support consistent with contractual service levels, including responsiveness and timeliness.
- Develop and maintain key applications to address use cases including, but not limited to:
    - Load forecasting
    - Precision program design & targeting
    - Load shape analysis and load disaggregation
    - Customer segmentation
    - Public-facing dashboard
    - Evaluation, Measurement, and Verification (EM&V)
    - Distributed energy resource (DER) forecasting
    - DER/electrification adoption models

The prioritization of DAISY 2.0 enhancements (e.g. new ETL pipelines, dashboards, reports, tools, and applications) are to be determined by SVCE. Service Provider and SVCE will schedule biweekly meetings to check in on the status of deliverables and revisit prioritization for each 2-week release cycle.

Start Date and End Date. Services shall begin on the Effective Date and be delivered over the course of 3 years according to the timelines laid out in Exhibit B. These dates represent the Initial Term of this Agreement.

Authorized Users and Services Fees. This Agreement will be governed by a Software-as-a-Service pricing model. Camus Energy Software-as-a-Service platform subscription fee is $100,000/year for the first year and $140,000 in the second and successive years. The platform includes 50 TB of storage and up to 10 Authorized Users of any tier. Storage may be added in increments of 10 TB for $2,400/year. Users may be added in increments of 10 users for $10,000/year. Google Cloud Storage and Compute Fees are $36,000/year. Service Provider shall invoice SVCE a fee of $136,000 for year 1 as outlined in the milestones in Exhibit B plus additional fees for additional Authorized Users and storage. In second and successive years, Service Provider shall invoice SVCE a fee of $44,000 per quarter for years 2 and 3 plus any additional fees for additional Authorized Users and storage.

Storage Threshold(s). Service Provider shall provide 50 TB of storage and include backups and additional environments as required by this Agreement. Storage may be added in increments of 10 TB.

Storage Fees. The $36,000/year Google Cloud Storage Fees include 50 TB of storage, as well as backups and additional environments as required by this Agreement. Storage may be added in increments of 10 TB for $2,400/year.

Technical Support Description.

Service Provider will provide to SVCE telephone and email support ("Technical Support") twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Service Provider.

a) Request for Technical Support. Authorized Users will make Technical Support requests by calling or emailing Service Provider's Technical Support staff or by submitting a request via Service Provider's customer service web portal. The Technical Support staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.

b) Problem Severity Levels 1 and 2 Response and Resolution**.** For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Service Provider will: (a) immediately escalate the request to Service Provider's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every [Time Duration], provide increasing levels of technical expertise and Service Provider management involvement in finding a solution to the request until it has been resolved.

c) Problem Severity Levels 3 and 4 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Service Provider will work continuously to resolve the request; or, (b) requestor and Service Provider will mutually agree upon a schedule within which to resolve the request.

Technical Support Problem Severity Levels

a) Problem Severity Level 1.

1) Description. This Problem Severity Level is associated with: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all of part of SVCE Data; or, (c) loss or corruption of all or part of SVCE Data.

2) Request Response Time. 30 minutes.

3) Request Resolution Time. 2 hours.

b) Problem Severity Level 2.

1) Description. This Problem Severity Level is associated with significant and / or ongoing interruption of an Authorized User's use of a critical function (as determined by the Authorized User) of the Services and for which no acceptable (as determined by the Authorized User) work-around is available.

2) Request Response Time. 1 hour.

3) Request Resolution Time. 4 hours.

c) Problem Severity Level 3.

1) Description. This Problem Severity Level is associated with: (a) minor and / or limited interruption of an Authorized User's use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.

2) Request Response Time. 8 hours.

3) Request Resolution Time. 24 hours.

d) Problem Severity Level 4.

1) Description. This Problem Severity Level is associated with: (a) general questions pertaining to the Services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.

2) Request Response Time. 8 hours.

3) Request Resolution Time. 48 hours.

Customization / Integration Services. See Services Description in Exhibit A.

Training Services. Service Provider shall provide each Authorized SVCE User with on-boarding instructions and DAISY 2.0 documentation. In addition, Service Provider shall provide all training described in the Enabling Tools section of Exhibit A.

Transition Services. Service Provider shall be compensated for Transition Services for the duration of the Transition Services Period on a time and materials basis, unless an alternative fee is mutually agreed upon by the Parties, or such Transition Services are provided without charge as set forth in this Agreement. Camus hourly rates are as follows:

Role	Hourly Rate
Senior Software Engineer	$250
Junior Software Engineer	$175
Relationship Manager	$250

Service Levels.

a) Availability Service Level.

1) Definitions.

(a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

(b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Service Provider shall maintain the Services: [Day(s) and Time(s)].

(c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

(d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Service Level Standard. Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.

3) Calculation. (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

4) Performance Credit.

(a) Where Percentage Uptime is greater than 99.98%, no Performance Credit will be due to SVCE.

(b) Where Percentage Uptime is equal to or less than 99.98%, SVCE shall be due a Performance Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

5) Example Calculation.

(a) Assuming reporting month is February 2012 (41,760 minutes).

(b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).

(c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).

(d) Assuming Actual Uptime of 40,000 minutes. A Percentage Uptime is calculated as follows: (40,000 / 40,800) *100 = 98.04%.

(e) The threshold of 99.99% less the Percentage Uptime of 98.04% = 1.95%.

(f) The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, SVCE is due 10% of the Services Fees as a Performance Credit.

b) Services Response Time Service Level.

1) Definition(s).

(a) "Response Time" shall mean the interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

(b) "Total Transactions" shall mean the total of Transactions occurring in the reporting month.

(c) "Transaction" or "Transactions" shall mean Services web page loads, Services web page displays, and Authorized User Services requests.

2) Service Level Standard. Transactions will have a Response Time of 1 second or less 100% of the time each reporting month during the periods for which the Services are available.

3) Calculation. ((Total Transactions – Total Transactions failing Standard) / Total Transactions) * 100 = Percentage Response Time (as calculated by rounding to the second decimal point).

4) Performance Credit.

(a) Where Percentage Response Time is greater than 95.00%, no Performance Credit will be due to SVCE.

(b) Where Percentage Response Time is equal to or less than 95.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

5) Example Calculation.

(a) Total Transactions during the reporting month equal 42,078.

(b) Total Transactions failing the Standard of 100% equal 2,163.

(c) Percentage Response Time is calculated as follows: ((42,078 – 2,163) / 42,078) * 100 = 94.86%

(d) The threshold of 95.01% less the Percentage Response Time of 94.86% = .15%. The difference is less than a 1% reduction; therefore, SVCE is not due a Performance Credit.

c) Technical Support Problem Response Service Level.

1) Definition. "Total Problems" shall mean the total of problems occurring in the reporting month.

2) Service Level Standard. Problems shall be confirmed as received by Service Provider 100% of the time each reporting month, in accordance with the Request Response Time associated with the Problem Severity Level.

3) Calculation. ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Response (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

4) Performance Credit.

(a) Problem Severity Level 1 – 2.

(1) Where Percentage Problem Response is greater than 99.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Response is equal to or less than 99.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(b) Problem Severity Level 3 – 4.

(1) Where Percentage Problem Response is greater than 90.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Response is equal to or less than 90.00%, SVCE shall be due a Performance Credit in the amount of .5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

5) Example Calculation (Using Problem Severity Level 1 – 2).

(a) Total Problems during the reporting month equal 68.

(b) Total Problems failing the Standard of 100% equal 3.

(c) Percentage Problem Response is calculated as follows: ((68 – 3) / 68) * 100 = 95.59%

(d) The threshold of 99.01% less the Percentage Problem Response of 95.59% = 3.42%. The difference is greater than a 3% reduction but is less than a 4% reduction; therefore, SVCE is due 3% of the Services Fees as a Performance Credit.

d) Technical Support Problem Resolution Service Level.

1) Definition. "Total Problems" shall mean the total of problems occurring in the reporting month.

2) Service Level Standard. Problems shall be resolved by Service Provider 100% of the time each reporting month, in accordance with the Request Resolution Time associated with the Problem Severity Level.

3) Calculation. ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Resolution (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

4) Performance Credit.

(a) Problem Severity Level 1 – 2.

(1) Where Percentage Problem Resolution is greater than 99.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Resolution is equal to or less than 99.00%, SVCE shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

(b) Problem Severity Level 3 – 4.

(1) Where Percentage Problem Resolution is greater than 90.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Resolution is equal to or less than 90.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

5) Example Calculation (Using Problem Severity Level 3 – 4).

(a) Total Problems during the reporting month equal 17.

(b) Total Problems failing the Standard of 100% equal 2.

(c) Percentage Problem Resolution is calculated as follows: ((17 – 2) / 17) * 100 = 88.24%

(d) The threshold of 90.01% less the Percentage Problem Resolution of 88.24% = 1.77%. The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, SVCE is due 1% of the Services Fees as a Performance Credit.

EXHIBIT B

SCHEDULE OF PERFORMANCE

Service Provider shall perform the services so as to complete each Project Deliverable according to the schedule set forth below. This schedule may be modified with the written approval of SVCE.

Following the completion of the key DAISY 2.0 transition tasks outlined in the DAISY 2.0 RFP scope, ongoing DAISY 2.0 maintenance and enhancement work will be tracked in the form of quarterly milestones. Service Provider and SVCE will schedule biweekly meetings to define quarterly milestones, check in on the status of deliverables, and revisit prioritization for each 2-week release cycle/quarterly milestone.

Task	Begin	Complete	Fees
1. Project scoping a. Kickoff: framing project goals, expand on use cases, identify any changes to key participants and stakeholders b. Define any changes to administrative standards and processes c. Conduct data model reviews with EBCE	September 9, 2021	October 31, 2021	$34,000 due at project start on September 9, 2021 (pending Board approval)
2. New dataset ingestion a. Weather data (openweathermap.org, National Weather Service, or other) b. CAISO market data (historical, real-time, and day-ahead prices, grid emissions) c. Third-party program data d. Existing forecasting, procurement, scheduling, and settlement data from third-party services e. Resource and physical asset data f. Air quality data g. Write data processing pipeline components h. Translate into historical time series i. Cross check imported data set results	September 27, 2021	Data will be made available to BigQuery iteratively over the course of the targeted development period	
3. Transform, standardize, and integrate data a. Normalize common dimensions – e.g. time, location/address, identifier	October 4, 2021	Data will be made available to BigQuery iteratively over the course of the targeted development period	

b. Correlate third-party data sources with meter and billing info c. Deploy enabling tools for geocoding, spatial analysis, and address standardization d. Document data model and standardize processing pipeline to ensure data provenance e. Add geocoding and address standardization to the ETL data process a. Confer with EBCE on geocoding and address standardization process			
4. Add to existing cloud-based data store a. Generate snapshot data output b. Load data set into BigQuery	October 18, 2021	Data will be made available in BigQuery iteratively over the course of the development period. We expect to have this completed by February28, 2022	
5. BigQuery Validation a. Testing, quality assurance, and SVCE acceptance of Tasks 2, 3, and 4 b. Data provenance reporting	March 1, 2022	March 31, 2022	$34,000 due upon SVCE acceptance of data in BigQuery on March 31, 2022
6. Designs for Data Studio reports a. Coordination with EBCE, feedback and input b. Load aggregation c. Load shape visualization and analysis d. Enrollment reporting e. Exception reports	October 1, 2021	November 15, 2021	
7. Designs for Map UI a. Data aggregations and map visualizations (heatmaps, choropleths, and municipality based views) b. Leveraging various data inputs as requested by SVCE (e.g., census tract, ICE/EV/PHEV penetration, PSPS events, etc.) 8. Designs for Dashboards and Reports a. Municipality aggregation	November 15, 2021	December 31, 2021	$34,000 due upon SVCE acceptance of Data Studio and Map UI designs on December 31, 2021

b. Decarbonization potential c. Supply & Demand Analysis d. Census tract analysis			
9. Develop and deploy tool for weather normalization	March 1, 2022	March 31, 2022	
10. Map UI Implementation	March 1, 2022	March 31, 2022	
11. Dashboard and Report implementation	April 1, 2022	May 31, 2022	
12. Data provenance through UI infrastructure	June 1, 2022	June 30, 2022	
13. Map and Dashboard Validation a. Testing, quality assurance, and SVCE acceptance of Tasks 9, 10, 11, and 12	July 1, 2022	July 31, 2022	$45,333.33 due upon SVCE acceptance of Map and Dashboard UI on July 31, 2022
14. Q3 2022 milestone*	July 1, 2022	September 30, 2022	$20,666.67 due upon completion and SVCE acceptance of Q3 2022 milestone
15. Q4 2022 milestone*	October 1, 2022	December 31, 2022	For the avoidance of doubt, a quarterly payment schedule of $44,000 per quarter (plus any additional fees for Authorized Users and storage) shall continue hereafter
16. Q1 2023 milestone*	January 1, 2023	March 31, 2023	
17. Q2 2023 milestone*	April 1, 2023	June 30, 2023	
18. Q3 2023 milestone*	July 1, 2023	September 30, 2023	
19. Q4 2023 milestone*	October 1, 2023	December 31, 2023	
20. Q1 2024 milestone*	January 1, 2024	March 31, 2024	
21. Q2 2024 milestone*	April 1, 2024	June 30, 2024	

22. Q3 2024 milestone*	July 1, 2024	September 9, 2024	

*In addition to the maintenance of core functionalities as described in Exhibit A, each quarterly milestone will involve the delivery of DAISY 2.0 enhancements. The specific enhancements to be completed in each quarter are to be defined by SVCE and Service Provider prior to the beginning of the quarter, but may be altered during the course of the quarter in the event that reprioritization is needed. Timelines may be adjusted based on emerging requirements. Any timelines assume that the required data is accessible from either SVCE or specified partners at the start of the milestone, and that it contains enough fidelity for key analyses. If there are larger than expected gaps, or significant delays, it may impact the project delivery timeline.

DAISY 2.0 enhancements can be broadly categorized into tiers below. However, each deliverable is subject to a scoping exercise and timelines may be adjusted based on emerging requirements.

DAISY 2.0 Enhancement Tier	Estimated Time	Example Deliverables
Tier 1	3-12 months	• Open source work of data models, translation layers, or dashboards
Tier 2	6-8 weeks	• New enabling tool • New key application (e.g. load forecasting)
Tier 3	4 weeks	• New core dashboard • New core report
Tier 4	2 weeks	• New dataset ingestion

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The schedule of performance table is intended to match the below Gantt chart for both payment and expected milestones for the first year of the contract, with work covering the period August and September 2022 TBD.

	September	October	November	December	January	February	March	April	May	June	July	August	September
Project Scoping	$34,000												
Conduct model reviews with EBCE													
Data ETL and delivery to BigQuery													
-- Includes Geocoding and address standardization process													
-- Includes cross-checking geocoding process with EBCE													
-- Promises iterative development (not a big bang release on Feb 28)													
Data provenance reporting, validation, testing, and acceptance							$34,000						
Designs and implementation for Data Studio reports with EBCE													
Designs for Map UI and Reports				$34,000									
Develop tool for weather normalization													
Map UI implementation													
Dashboards and Reports implementation													
Data provenance through UI infrastructure													
Validation, testing, and acceptance											$45,333.33		
Work TBD													$20,666.67

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1l

Item 1l:	**Adopt Resolution Allowing for an Exception to the Board-adopted Energy Risk Management Policy Delegating Authority to the Chief Executive Officer to Execute Necessary Agreements for Mid-Term Reliability Bridge Capacity to Meet Compliance Obligations**
From:	Monica Padilla, CEO
Prepared by:	Kris Van Vactor, Director of Power Resources Zak Liske, Deputy Director of Power Resources Britta Bradshaw, Power Resource Manager
Date:	8/14/2024

RECOMMENDATION

Staff recommends that the Silicon Valley Clean Energy Authority (SVCE) Board of Directors ("Board") consider approval of Resolution No. 2024-10 (Attachment 1) which provides for an exception to the Board-approved Energy Risk Management Policy to allow for the procurement of Mid-term Reliability (MTR) Bridge Capacity and delegates authority to the Chief Executive Officer (CEO) to execute contracts for MTR Bridge Capacity for terms of up to three years as needed to comply with state compliance obligations.

The CEO has existing authority under the Board-approved Energy Risk Management Policy which currently authorizes transactions for Resource Adequacy (RA) up to five years in term as needed to comply with RA requirements. Additional compliance requirements exist, including the CPUC's Mid-Term Reliability Procurement Order ("MTR Order"), for which SVCE may need to procure MTR Bridge Capacity with terms of up to three years; the CEO does not currently have authority to execute capacity transactions for which the primary reason for procurement is meeting state compliance requirements beyond the CPUC's RA Program.

Approval of this authority is necessary to help meet SVCE's state-mandated long-term procurement requirements for reliability, including the MTR Order.

BACKGROUND

Through the 2020 Integrated Resource Planning (IRP) proceeding, the California Public Utilities Commission (CPUC) had identified the need for additional clean energy resources and capacity including firm and/or baseload clean resources, and storage resources, to enable grid integration of a large fleet of intermittent resources to meet California's greenhouse gas emission reduction goals and to replace several methane gas once-through-cooling (OTC) power plants that are scheduled to be shut down, and the Diablo Canyon Nuclear Power Plant (DCNPP) slated to retire.

Subsequently, in June 2021, as part of the 2020 IRP the CPUC issued through a decision order (D.21-06-035) the MTR Order requiring jurisdictional load serving entities (LSEs), such as SVCE, to procure and/or develop a collective 11,500 MW of new capacity by 2026. In February 2023, the CPUC issued through a decision (D.23-02-040) a Supplemental Mid-Term Reliability Procurement Order requiring an additional 4,000 MW of new capacity statewide by 2028, while adjusting incremental annual volume requirements of the original MTR Order. SVCE's cumulative share of the combined orders (MTR Oders) is 316 MW which is determined based on SVCE's load ratio to the CPUC's jurisdictional load.

While the MTR Orders require procurement of contracts with terms of 10 years or more, there is opportunity to execute RA agreements for terms of three years or less to serve as a "bridge" to provide interim reliability to meet compliance requirements during periods in which long-term resources are facing delays to commercial operation dates. SVCE has contracts in place for several resources under the MTR Orders which are facing significant delays.

As a result of these delays, SVCE intends to execute transaction(s) for RA with terms of up to three years to serve as bridge products. It is likely that such transactions may be needed for this purpose of meeting compliance requirements during periods in which SVCE does not otherwise have a need to procure RA under the CPUC's RA program.

DISCUSSION/ANALYSIS

SVCE has made significant progress towards its requirements under the MTR Orders. However, SVCE must be prepared to pursue timely opportunities to ensure its MTR compliance if contracts face delays.

Energy Risk Management Policy

Through Resolution 2023-13, the Board approved the latest version of the Energy Risk Management Policy ("ERM Policy"). Included in the ERM Policy is section 6.5.3 delegating authority to the CEO for Resource Adequacy Capacity transactions up to 60-month terms, 72-month maturity limits, a volume limit on what's required to comply, and ability to transact with any counterparty. MTR Bridge Capacity, which includes RA Capacity, isn't currently contemplated in this delegation of authority.

The attached Resolution will make an exception to the ERM Policy to delegate authority to the CEO to execute MTR Bridge Capacity transactions for the purpose of meeting the MTR Order compliance requirements.

STRATEGIC PLAN

Expanding the CEO's authority to execute RA transactions for compliance obligations supports the reliability- and compliance-focused goals of the Board adopted Strategic Plan including:

- Goal 7 – Acquire clean and reliable electricity in a cost-effective, equitable and sustainable manner
    - Measure 1 – Meet SVCE-Board directed 100% clean goals and Integrated Resource Plan directives; RPS mandates; RA obligations; and procurement mandates
- Goal 8 – Manage and optimize power supply resources to meet affordability, GHG reduction and reliability objectives
    - Measure 1 – Manage power supply portfolio and energy risk, and optimize market participation

ALTERNATIVE

Do not authorize the CEO to execute MTR Bridge Capacity transactions for the purpose of meeting compliance requirements. Necessary transactions to meet compliance requirements, such as the MTR Orders, would be brought to the board for approval on a case-by-case basis. This is likely to extend the contracting process and result in missed opportunities to secure necessary MTR resources in a highly competitive market. Significant penalties may be enforced for failure to meet compliance requirements such as the MTR Order.

FISCAL IMPACT

Authorization of the CEO to execute agreements for MTR Bridge Product to meet compliance requirements will have a direct fiscal impact but will not exceed the Board-approved budget in the current fiscal year. Staff will additionally seek to optimize the capacity and costs of SVCE's portfolio. And the CEO will report to the Board any contracts entered into under this delegation, including the notional cost of the contract.

Agenda Item: 1l **Agenda Date: 8/14/2024**

ATTACHMENT

1. Resolution 2024-10 Allowing for an Exception to the Board-Adopted Energy Risk Management Policy Delegating Authority to the Chief Executive Officer to Execute Necessary Agreements for Resource Adequacy Capacity to Meet Compliance Under the California Public Utilities Commission's Mid-term Reliability Procurement Orders

SILICON VALLEY CLEAN ENERGY AUTHORITY

RESOLUTION NO. 2024-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY ALLOWING FOR AN EXCEPTION TO THE BOARD-ADOPTED ENERGY RISK MANAGEMENT POLICY DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE NECESSARY AGREEMENTS FOR RESOURCE ADEQUACY CAPACITY TO MEET COMPLIANCE UNDER THE CALIFORNIA PUBLIC UTILITIES COMMISSION'S MID-TERM RELIABILITY PROCUREMENT ORDERS

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, launch of service for Phase I occurred in April 2017, and launch of service for the remaining Phases occurred in July 2017;

WHEREAS, SVCE first adopted an Energy Risk Management Policy in February 2017, which allowed SVCE to transact in the California Independent System Operator (CAISO) congestion market;

WHEREAS, in 2017, 2019, 2021, and 2023, the Board approved revisions to the Policy;

WHEREAS, the California Public Utilities Commission (CPUC) has ordered load serving entities such as SVCE to procure incremental clean capacity under Mid-term Reliability (MTR) Procurement Orders (MTR Orders) and allows for the use of certain Resource Adequacy (RA) products to serve as a bridge due to project delays ("MTR Bridge Products").

WHEREAS, via the Energy Risk Management Policy the Board has authorized the CEO to enter into RA transactions to meet RA requirements, the CEO does not have explicit authority to procure RA as MTR Bridge Products.

WHEREAS, the Board will need to make an exception to the Policy to enable the timely procurement of MTR Bridge Products;

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 provides for an exception to the Board-approved Policy to allow for procurement of MTR Bridge Products, as necessary; and delegates authority to the CEO to execute necessary agreements for MTR Bridge Products with up to three-year terms to meet Compliance Obligations.

a. The CEO will provide timely updates to the Board when Agreements for MTR Bridge Products are executed under this delegated authority.

ADOPTED AND APPROVED this 14th day of August 2024, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Scozzola				
City of Cupertino	Director Mohan				
City of Gilroy	Director Hilton				
City of Los Altos	Director Meadows				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Chua				
City of Monte Sereno	Director Mekechuk				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Showalter				
County of Santa Clara	Director Lee				
City of Saratoga	Director Walia				
City of Sunnyvale	Director Klein				

_____

Chair

ATTEST:

_____

Andrea Pizano, Board Clerk

DRAFT

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1m

Item 1m:	**Adopt Resolution Amending SVCE Conflict of Interest Code to Add Multiple Positions**
From:	Monica Padilla, CEO
Prepared by:	Gia Ilole, Director of Human Resources Michael Callahan, General Counsel Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	08/14/2024

RECOMMENDATION

Adopt Resolution 2024-11 amending the SVCE Conflict of Interest Code to add multiple positions to SVCE's list of designated positions 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 amended, added or removed position(s).

At the September 8, 2021 Board meeting, the Board of Directors adopted Resolution 2021-22 approving the creation of a personnel system to insure equitable and uniform policies and procedures for administering personnel matters in compliance with applicable laws; designating the Chief Executive Officer (CEO) as Personnel Officer; and delegating authority to the CEO to carry out all duties necessary to implement the personnel system.

The last Conflict of Interest Code amendment was approved at the April 2024 Board of Directors meeting to amend two position titles and add the position of Director of Regulatory, Policy and Planning.

ANALYSIS & DISCUSSION

SVCE hired a Director of Risk Management and Analytics, Energy Trading Planner, and Wholesale Energy Markets Planner in June 2024. These positions will be working closely on analyzing market data, planning, and transacting for energy-related resources, and should therefore disclose any conflicts of interest by filing an annual Form 700.

With the hiring of a Director of Risk Management and Analytics, it is more efficient and a clearer designation of responsibilities to separate the risk functions from the finance functions where they were previously being performed. Staff would like to add a "Manager of Finance" position to reflect this change.

The Programs Marketing Manager and Manager of Data and Analytics have been identified as positions that need to file due to their decision-making participation and responsibilities. It is SVCE's practice to include management positions in the code, and these positions should be added.

SVCE staff and general counsel feel these positions should report financial interests in the proposed assigned disclosure categories based on the decisions he/she will be making:

Designated Position	Assigned Disclosure Category
Director of Risk Management and Analytics	1
Energy Trading Planner	1
Manager of Data and Analytics	2
Manager of Finance	2
Programs Marketing Manager	2
Wholesale Energy Markets Planner	1

In accordance with the requirements of the Political Reform Act and the County of Santa Clara, a new conflict of interest code must be adopted by resolution which includes the newly created or identified positions as well as any changes to the existing Conflict of Interest Code. The attached resolution amends Appendix A to SVCE's code to reflect the new position title of Manager of Finance identified above and the addition of Director of Risk Management and Analytics, Energy Trading Planner, Programs Marketing Manager, and Wholesale Energy Market Planner. The remainder of the Conflict of Interest Code has not been changed.

Staff plans to do a comprehensive review of the Conflict of Interest Code and the positions required to file in the coming months and will bring back any suggested amendments.

STRATEGIC PLAN

Not applicable.

ALTERNATIVES

None.

FISCAL IMPACT

There is no fiscal impact as a result of adding positions to SVCE's Conflict of Interest Code.

ATTACHMENT

1. Resolution 2024-11 Amending the Authority's Conflict of Interest Code to Add Multiple Positions

RESOLUTION NO. 2024-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AMENDING THE AUTHORITY'S CONFLICT OF INTEREST CODE TO ADD MULTIPLE POSITIONS

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 2024-07; 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 adding the following positions: Director of Risk Management and Analytics, Energy Trading Planner, Manager of Data and Analytics, Manager of Finance, Programs Marketing Manager, and Wholesale Energy Markets Planner.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Authority rescinds Resolution No. 2024-07 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.

DRAFT

ADOPTED AND APPROVED this 14th day of August 2024, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Scozzola				
City of Cupertino	Director Mohan				
City of Gilroy	Director Hilton				
City of Los Altos	Director Meadows				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Chua				
City of Monte Sereno	Director Mekechuk				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Showalter				
County of Santa Clara	Director Lee				
City of Saratoga	Director Walia				
City of Sunnyvale	Director Klein				

_____
Chair

ATTEST:

_____
Clerk

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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 (https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/LegalDiv/Regulations/Index/Chapter7/Article2/18730.-Provisions-of-Conflict-of%20Interest-Codes.pdf.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.

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SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE

APPENDIX "A"

DESIGNATED POSITIONS

Designated Position	Assigned Disclosure Category
Member of Board of Directors	1
Alternate Member of Board of Directors	1
Audit Committee Member	2
Chief Executive Officer	1
Chief Financial Officer & Director of Administrative Services	1
Finance and Administration Committee Member	2
General Counsel	1
Administrative Services Manager	2
Associate Legislative Analyst	2
Associate Manager of Decarbonization Programs & Policy	2
Associate Power Analyst	1
Associate Power Resources Planner	1
Communications Manager	2
Deputy Director of Administrative Services	2
Deputy Director of Marketing and Communications	2
Deputy Director of Decarbonization Programs & Policy	2
Deputy Director of Power Resources	1
Director of Decarbonization Programs & Policy	2
Director of Energy Services & Community Relations	2
Director of Government and Legislative Affairs	2

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Director of Human Resources	2
Director of Power Resources	1
Director of Regulatory & Legislative Policy	2
Director of Regulatory, Policy and Planning	2
Director of Risk Management and Analytics	1
Director of Strategic Development	2
Energy Services Manager	2
Energy Trading Planner	1
Financial Analyst	2
Human Resources Generalist	2
Management Analyst	2
Manager of Data and Analytics	2
Manager of Decarbonization Programs & Policy	2
Manager of Finance	2
Manager of Technology & Administrative Services	2
Policy Analyst	2
Power Analyst	1
Power Data Analyst	1
Power Resources Manager	1
Power Resources Planner	1
Power Contracts & Settlements Manager	1
Power Settlements & Compliance Analyst	1
Principal Policy Analyst	2
Principal Power Analyst	1
Programs Marketing Manager	2
Rates Manager	2

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Regulatory Analyst	2
Regulatory and Compliance Manager	2
Risk Controls Project Manager	2
Senior Data Analyst	2
Senior Financial Analyst	2
Senior Government Affairs Manager	2
Senior Management Analyst	2
Senior Manager of Communications	2
Senior Manager of Energy Policy and Regulatory Analysis	2
Senior Manager of IT and Administrative Services	2
Senior Manager of Decarbonization Programs & Policy	2
Senior Manager of Power Resources	1
Senior Manager of Public Sector Services	2
Senior Policy Analyst	2
Senior Power Analyst	1
Senior Power Resources Planner	1
Senior Quantitative Analyst	2
Senior Rates Analyst	2
Senior Regulatory Analyst	2
Senior Risk Manager	2
Technology Services Manager	2
Wholesale Energy Markets Manager	1
Wholesale Energy Markets Planner	1
Consultant	3
Newly Created Position	*

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* 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.)

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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 and applicable regulations[1], 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

[1] As defined in FPPC Regulation 18700.3, "consultant" means an individual who (1) makes governmental decisions, such as whether to approve a rate, rule, or regulation; to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization; to adopt or approve a plan, design, report, study; or to adopt or approve policies, standards, or guidelines for the Authority; (2) serves in a staff capacity with the Authority, and in that capacity participates in making governmental decisions by providing information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review; or (3) performs the same or substantially all the same duties for the Authority that would otherwise be performed by an individual holding a designated position in this Code.

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.

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SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1n

Item 1n:	**Receive 2024 Legislative Response to Industry Transition Ad Hoc Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Yvonne Martinez Beltran, Committee Chair
Date:	8/14/2024

The Legislative Response to Industry Transition 2024 Ad Hoc Committee met August 6, 2024.

The committee received information from staff on the state and federal legislative landscape and discussed priority legislation aligned with SVCE's 2024 Legislative Policy Platform and focus areas. The group also received an update on Timely Energization, which will also be shared during the CEO report at the August board meeting.

The next meeting of the Committee is expected to be held in October and will be scheduled based on member availability.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1o

Item 1o:	**Receive Executive Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Larry Klein, Executive Committee Chair
Date:	8/14/2024

The Executive Committee met June 28, 2024 with four members present and discussed a draft Workforce Strategy Update and Power Purchase Agreement Project Selection Standard, considered a request from staff to recommend the Board of Directors approve two agreements in support of the Accessible On-Bill Financing Pilot, received an update on staff's office space strategy, and received an overview of SVCE's Data Analytics Platform.

Bena Chang, Director of Government and Legislative Affairs, presented a proposed power purchase agreements (PPA) Project Selection Standard for feedback and support to recommend to the Board of Directors. Key elements included workforce development, technology diversification, location, and environmental stewardship. Following discussion, the Executive Committee unanimously supported the recommendation to adopt the standard. Staff will bring this item to the Board of Directors for consideration at a future board meeting.

Jessamyn Allen, Program Lead, presented a request for the Executive Committee to recommend approval of two contracts for SVCE's On-Bill Financing pilot: 1) Energy Solutions, for use of funds for risk mitigation and operations, and 2) Franklin Energy for project and loan origination, contractor oversight, incentive coordination, quality control, and ongoing customer support. These agreements would support the pilot, targeting single-family residential homeowners with moderate income, to reduce up-front electrification costs through financing. The committee unanimously supported staff's recommendation, which will be brought to the Board of Directors at the August meeting.

Karen Chang, Manager of Finance, provided an update to the Executive Committee on staff's current office space strategy. Being that SVCE's current office lease expires in October 2025, a renewal decision must be made by October 2024. Staff presented the analysis of leasing vs. purchasing, noting investment in a building would be a good financial decision but would likely not be feasible given the existing timeline. Staff's proposed plan is to continue to research office building lease options, and revisit office building purchase options in 2028. Staff requested the Executive Committee recommend the CEO pursue leasing an office space with the following parameters:

- 3-5 year lease with target start date of October 2025
- Seek 11,000 to 14,000 square feet of a Class A building
- Located within SVCE's service territory
- If new lease is not able to start by October 2025, authorize extension of current lease for up to 6 months

The Executive Committee voted to unanimously support this recommendation, with the understanding that the actual lease and terms would be brought to the Board of Directors for consideration and approval in a Closed Session by October 2024.

Agenda Item: 1o **Agenda Date: 8/14/2024**

Rebecca Fang, Manager of Data Analytics, and Sangeetha Kumar, Data Engineer, presented information on SVCE's Data Analytics Platform (DAISY), which contains key datasets to support the day-to-day functions at SVCE.

Materials from this meeting can be found on SVCE's website: SVCE Executive Committee Meeting, June 28, 2024

The next meeting of the Executive Committee will be August 23, 2024 at 10:00 a.m.; materials will be posted no later than 72 hours in advance of the meeting.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1p

Item 1p:	**Receive Finance and Administration Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Murali Srinivasan, Finance and Administration Committee Vice Chair
Date:	8/14/2024

The Finance and Administration Committee met August 6, 2024 with three committee members present and considered staff's request to recommend the Board of Directors approve the fiscal year 2024-25 proposed operating budget, staff benefits update, and proposed reserve policy targets.

Amrit Singh, SVCE's CFO and Director of Administrative Services, presented staff's request for the Finance and Administration Committee to support the proposed fiscal year 2024-25 operating budget. Highlights of the budget included a projected positive financial year with contribution to reserves remaining positive at $14M, a recommendation to continue the customer discount at 4% with an additional 1% for low-income customers as bill credits, and no additional full-time positions being added. CFO Singh reviewed proposed benefit changes including adding Cesar Chavez Day to SVCE's holiday schedule, increasing paid parental leave, an increase in bereavement days, fitness reimbursement accruals, and a one-time initial home office set up. Gia Ilole, Human Resources Director, was available and responded to questions from the Committee about the benefits proposal. The proposed changes to the reserve targets included increasing the target reserves goal to 350 and to round the upper target goal to 500 from 490. The committee voted unanimously to approve staff's proposal, which will be presented to the Board of Directors for consideration at the August board meeting.

Materials from this meeting can be found at the following link: SVCE Finance and Administration Committee Meeting, 8/6/24.

The next Finance and Administration Committee meeting is anticipated for November 2024 and will be determined by Finance and Administration Committee member availability; materials will be posted 72 hours before the meeting.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1q

Item 1q:	**Receive California Community Power Report**
To:	Silicon Valley Clean Energy Board of Directors
From:	Monica Padilla, CEO
Date:	8/14/2024

Per direction from the SVCE Board on December 9, 2020 for the CEO to provide a report of the ongoing activities of California Community Power (CC Power) after each of its meetings, this is to report CC Power held a regular board meeting on Tuesday, June 18, 2024 and adjourned its July 17, 2024 meeting.

Attached is a June summary report from General Manager Alex Morris; materials from the June board meeting can be found here on the CC Power website: CC Power Meeting, 6/18/24

The next meeting of the board will be August 21, 2024 at 1:00 p.m.; meeting materials can be found on the CC Power website: https://cacommunitypower.org/meetings/

ATTACHMENTS:
1. CA Community Power Board Meeting Summary from General Manager Alex Morris, June 18, 2024

California Community Power

901 H St, Ste 120 PMB 157, Sacramento, CA 95814 | cacommunitypower.org

TO: CC Power Board of Directors and Alternates **DATE:** 6/19/24
FROM: Alex Morris – General Manager
SUBJECT: **Report on CC Power Regular Board of Directors Meeting – June 18, 2024**

The CC Power Board of Directors held its June Board Meeting on June 18, 2024, via Zoom. Details on the Board packet, presentation materials, and public comment letters can be found under the Meetings tab at the CC Power website: Meetings and Agendas – ca community power

Highlights of the meeting included the following:

- **Matters subsequent to posting the Agenda.** None.
- **Public Comment.** None.
- **Consent Agenda** - The Board approved the following items:
    - Minutes of the Regular Board Meeting held on May 15, 2024.
- **Regular Agenda Items**:
    - **General Manager Report –** the Board heard updates on various work and project items, including the Build-Transfer Phase 2a project, the CADEMO offshore wind demonstration site MOU, a recap of internal and board-approved operating policies for CC Power, and information on the forthcoming Member Roles and Responsibilities Agreement, which will improve data sharing.
    - **Resolution 24-06-01 – Commending and Thanking Nick Chaset for his Service to California Community Power** – this Resolution was unanimously approved as Ava CEO, Nick Chaset, was recognized at his last CC Power Board meeting.
    - **Resolution 24-06-02 – Approval of 2024-2025 Fiscal Year Budget** – the $4.5M budget and accompanying workplan were adopted. The budget reflects ongoing work on existing projects (Build-Transfer Phase 2a, Long-Duration Storage, Firm-Clean Resources) as well as work to explore or develop potential new CC Power projects, including project such as: RA Power Pool for member RA transaction efficiencies, Master-Services Agreement based cost-savings exploration for Scheduling Coordinator services, Master-Services Agreement based cost-savings exploration for metering and billing, and to repeat information-services 'bulk-buys' as completed in 2023-2024. Based on the budget, members pay General and Administrative (G&A) fees of $118k/member, while "project" costs vary based on each member's project participation levels. Project costs, which are estimated in the

budget for planning purposes, range from $194k (RCEA) to $540k (SJCE). Actual project costs will differ based on member opt-ins and project 'go no-go' decisions expected during the fiscal year period (based on the work-plan). Invoices for G&A ($118k) will be issued. Project-based invoices will occur based on project status, account cash status based on any rollover funds from past years, etc. This budget represents growth for CC Power in line with the Board-approved Strategic Plan (2022) and was based on member-needs surveys and interviews.

- **Public Comments on Closed-Session Items:** none

- **Closed Session Items:**

    - The Board heard updates on CC Power's contracts, with specific updates and status considerations on one firm-clean resources contract and one long-duration storage contract. No Board action occurred.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1r

Item 1r:	**Receive Audit Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	8/14/2024

There is no report for the Audit Committee, as they have not met since the last report.

The next meeting of the Audit Committee will be scheduled in September based on member availability.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 2

Item 2:	**CEO Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Monica Padilla, CEO
Date:	8/14/2024

REPORT

Staff Updates

Elisa Floyd, Legislative and Government Affairs Intern, joined SVCE July 29, 2024 for the summer. Elisa is a recent graduate of Homestead High School in Cupertino, and will be starting at UCLA this fall as a Physics & Environmental Studies/Geography student. Previously, Elisa was an intern for Senator Becker where she wrote a policy report on the economic and health impacts of carbon offsets in underserved communities to inform the Senator's work on Cap and Trade.

Personnel Officer Update

We will be recruiting for a Power Settlements Planner or Manager to backfill the role that vacated with the sad passing of our employee Jesse Park. We have engaged Jon Tedesco in the search. We are continuing to search for a Deputy Board Clerk/ Administrative Assistant.

Job descriptions and applications can be found on SVCE's website: Current Job Openings

Timely Energization Proceeding

SVCE's electrification goals are dependent upon timely energization service. Senate Bill 410 and Assembly Bill 50 were passed to improve electric utility processes that facilitate timely energization. These bills require the CPUC to establish target energization timelines on or before September 30, 2024. Citlalli Sandoval, Senior Regulatory Advisor, will provide a brief presentation to the Board of Directors (Attachment 1).

The Board-approved FY 2023-24 Strategic Plan, includes within Strategic Focus Area No. 1, that SVCE explore its role in enhancing the transmission and distribution system in furtherance of our mission. SVCE's monitoring and advocacy on bills such as the ones mentioned above is in direct support of the Board's directive.

Clean Energy Update

Staff launched a new request for offers (RFO) for long-term clean resources this month. In addition to the normal attributes and resources that SVCE normally procures in these RFOs, the agency is also looking to use a new process that has been developed by CASIO to manage cluster 15 projects. The initiative known as Interconnection Process Enhancements has bestowed upon Load Serving Entities the ability to allocate points to projects from cluster 15 that they have interest in.

These points are an incredibly powerful new tool that can allow load serving entities (LSEs), such as SVCE, the ability to prioritize projects to be built based on interest. Staff look forward to reviewing the results of the solicitation and sharing what staff believes will help SVCE meet aggressive goals.

Attachment 2 provides an update of SVCE's clean energy efforts through long-term power purchase agreements.

Agenda Item: 2 **Agenda Date: 8/14/2024**

Decarbonization Programs and Policy Updates
Programs continued scaling up enrollments throughout the quarter, including approximately 300 more customers on the E-ELEC electric rate, 200 more customers claiming FutureFit Homes Residential Rebates, 140 more customers contacting the Go Electric Concierge, 80 more customers downloading the GridShift app, and 75 more contractors completing FutureFit Fundamentals Training. Multiple programs are also progressing through the design phase so they can start accepting customer applications later in 2024, and one of our larger programs (Multifamily Retrofits) went live to customers this quarter.

Please see Item 1d on the Consent Calendar for the latest quarterly programs update.

Energy Services & Community Relations Updates
SVCE Board and staff have been invited to a ribbon cutting event on October 10th to celebrate the Victory Pass project coming online. SVCE receives 100MW of solar generation and 100MWh of battery storage from the project located in Riverside County. A save the date with details about the event was recently emailed to you; please let Andrea know if you are interested in attending or have any questions.

Staff helped to organize a successful ribbon cutting event for the Masten Fire Station's solar battery and storage project is nearing completion, which was hosted jointly with the South Santa Clara County Fire District on July 10. The communications team created this video to recap the occasion:
https://www.youtube.com/watch?v=8fhDFwXbrxg.

Please see Attachment 3 for a recap of our community engagement and marketing efforts this past month.

Regulatory & Legislative Update
On July 19th the CPUC issued a proposed decision related to implementation of AB 1373, which authorized the Department of Water Resources (DWR) to conduct centralized procurement as the new Central Procurement Entity (CPE) on behalf of all California LSEs. In the proposed decision, the CPUC finds a need of *up to* 10.6 giga watt (GW) of nameplate capacity. This consists of 7.6 GW of offshore wind, 1 GW of enhanced geothermal, 1 GW of multi-day storage and 1 GW of long duration storage with a minimum of 12 hours. The actual amounts to be procured will be determined after bids are received and analyzed. If DWR procures the full amount authorized, SVCE's share would likely be over 200 MW. SVCE staff is working with CalCCA to promote LSE autonomy, minimize portfolio risks and allow LSEs to plan around the uncertainty the new CPE creates.

The legislature has been on summer recess in July. For the end of session, SVCE staff is hearing that the Senate and Assembly will focus on a budget trailer bill and/or a legislative package to address energy affordability.

Attachment 4 provides highlights of key regulatory and legislative activities.

Look Ahead Update
Staff continues to plan for Board and committee meetings through the end of the year. To provide the Board with a preview of what's ahead for the Board from September 2024 through December 2024, please refer to Attachment 5.

ATTACHMENTS
1. Timely Energization Proceeding
2. Clean Power Update, August 2024
3. Energy Services & Community Relations Update, August 2024
4. Regulatory and Legislative Update, August 2024
5. Agenda Look Ahead, September 2024 – December 2024

Agenda Item: 2 **Agenda Date: 8/14/2024**

Exhibit 1 - CEO Agreements Executed

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

1) Energy and Environmental Economics, Amendment: 24/7 Hourly Matching Analysis, 12/15/23 – 6/28/24
2) Tenaska Power Services, Agreement: Scheduling Coordinator agreement, not to exceed $50,000, 6/1/24 – 9/30/24
3) CC Power, Amendment: Marketing/Comms Support, Website Services and IT Support, date extended to 12/31/24
4) Strategic Energy Innovations, Amendment: Climate Corps Fellow Hosting Services, date extended to 12/31/24
5) PowerMC, Amendment: Business Process Optimization, not to exceed $545,797
6) Peninsula Clean Energy, Amendment: Professional Services Cost Reimbursements, new not to exceed $1,090,000, date extended to 12/31/26
7) SMUD, Task Order: Innovation Onramp Program Support, not to exceed $41,140.00, end date March 31, 2026
8) Opinion Dynamics, Task Order 2: Data Analytics Support – Residential Customer Segmentation, not to exceed $276,000, end date May 2025
9) Opinion Dynamics, Task Order 3: Data Analytics Support – Weather Normalization, not to exceed $103,000, end date December 2024
10) SMUD, Amendment: Program Consulting Services, date extended to November 30, 2024
11) CreativeF5, Amendment: Graphic and Web Design, Security and Maintenance, date extended to September 30, 2026
12) Uplight (Autogrid), Amendment: Demand Response Program, date extended to 12/31/24
13) J. Tedesco & Associates, Agreement: Retained Executive Search, not to exceed $60,000
14) ADM, Amendment: Evaluation, Measurement and Verification Services, date extended to 12/31/24

SILICON VALLEY CLEAN ENERGY

Exhibit 2 - CEO Power Supply Agreements Executed

Counterparty Name	Execution/Effective Date	Transaction Type	Product	Start Date	End Date	Notional Value
PG&E	7/15/2024	Purchase	Resource Adequacy	9/1/2024	9/30/2024	$1,886,500

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

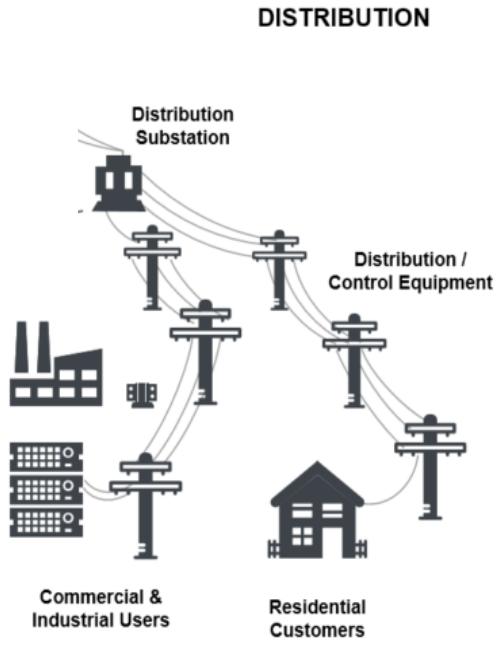
Update on Timely Energization Proceeding

August 14, 2024

SILICON VALLEY CLEAN ENERGY

Difference Between Energization and Interconnection

- Energization is the process to connect new load to the distribution system.
- Interconnection is the process to connect new generation facilities to the distribution system.



CPUC is Actively Trying to Solve the Energization Delay Issues

SVCE's electrification goals are dependent upon timely energization service.

Energization delays have impacted residents, small and large businesses, and even essential services such as hospitals.

- Senate Bill 410 (Becker, 2023) and Assembly Bill 50 (Wood, 2023) were passed to improve electric utility processes that facilitate timely energization.
- These bills require the CPUC to establish target energization timelines on or before September 30, 2024.
- SVCE has advocated and continues to engage in the CPUC's proceeding to improve energization processes and is expecting the CPUC to issue a Proposed Decision this month deciding:
  - Target energization timelines
  - Information that should be tracked to assess whether there has been an improvement in the energization timelines after they have been adopted
  - Procedures for customers to report delays

Cause of Energization Delays

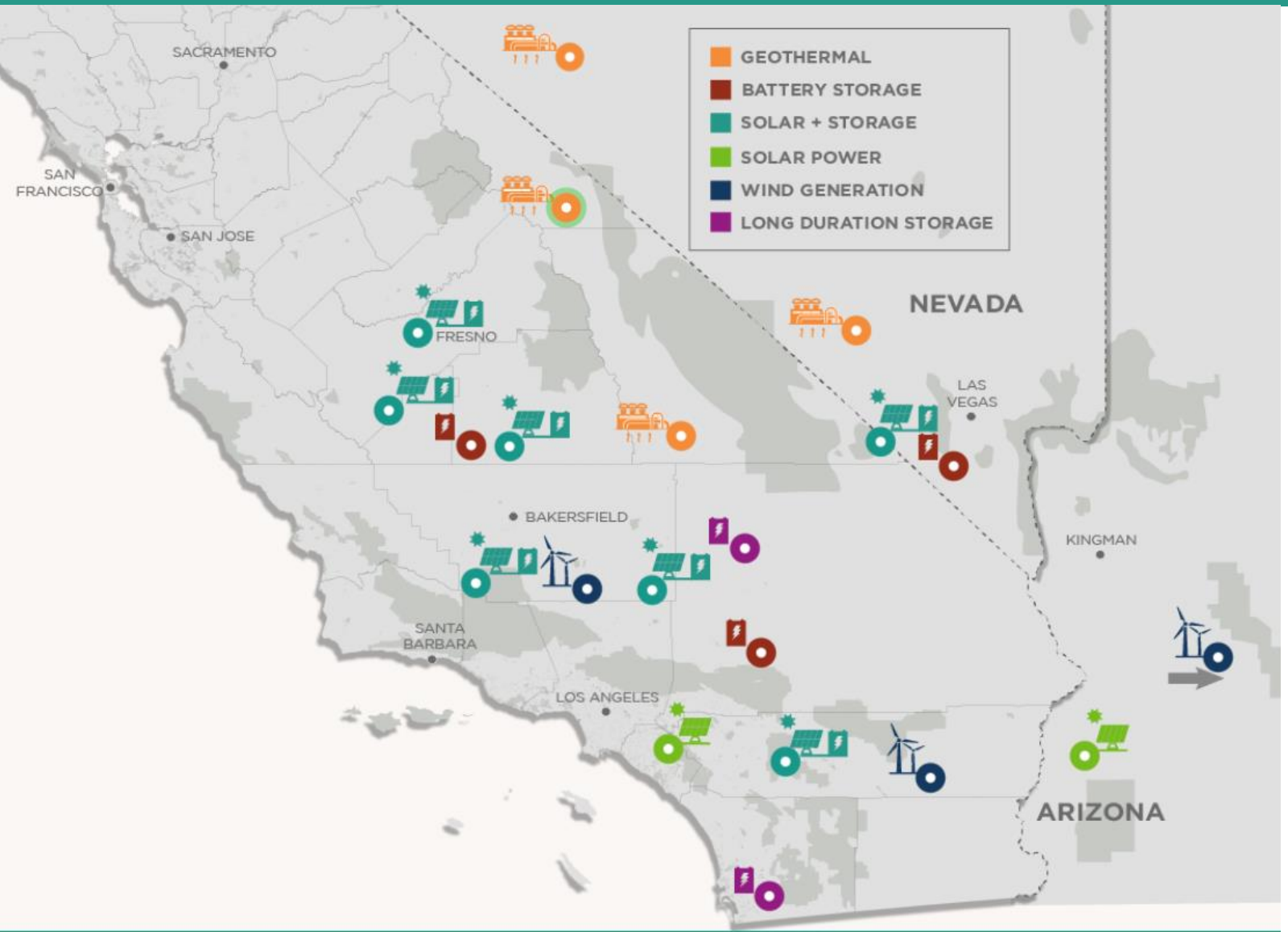
- The delays in PG&E's territory are primarily due to:
  - The reallocation of funding and staffing efforts to wildfire mitigation efforts
  - A lack of funding and trained staff to conduct all the distribution grid work needed to support energization
    - This lack of funding is due to a misalignment between the distribution grid planning's forecast of distribution grid needs, which are the basis of funding requests in the General Rate Cases and the amount of load that has come to fruition and is now needing to connect to the distribution grid.

CEO Report
Clean Power Update

SVCE Board Meeting
August 14, 2024

SILICON VALLEY CLEAN ENERGY

Clean Long-term Power Agreements



- $3.7B+ in commitments
- 21 PPAs signed
  - 18 new build projects
- 896 MW of Renewable Power
- 1,845 MWh of Battery Storage

9 Projects now delivering to SVCE:

- COSO geothermal - January 2022
- Slate Solar + Storage – January 2022
- Casa Diablo geothermal – September 2022
- Mountain View wind – July 2022
- Rabbitbrush Solar + Storage – October 2022
- Terra-Gen Wind – January 2023
- Yellow Pine Solar + Storage – July 2023
- Victory Pass Solar + Storage – March 2024
- Baldy Mesa Storage (RA-only) – June 2024

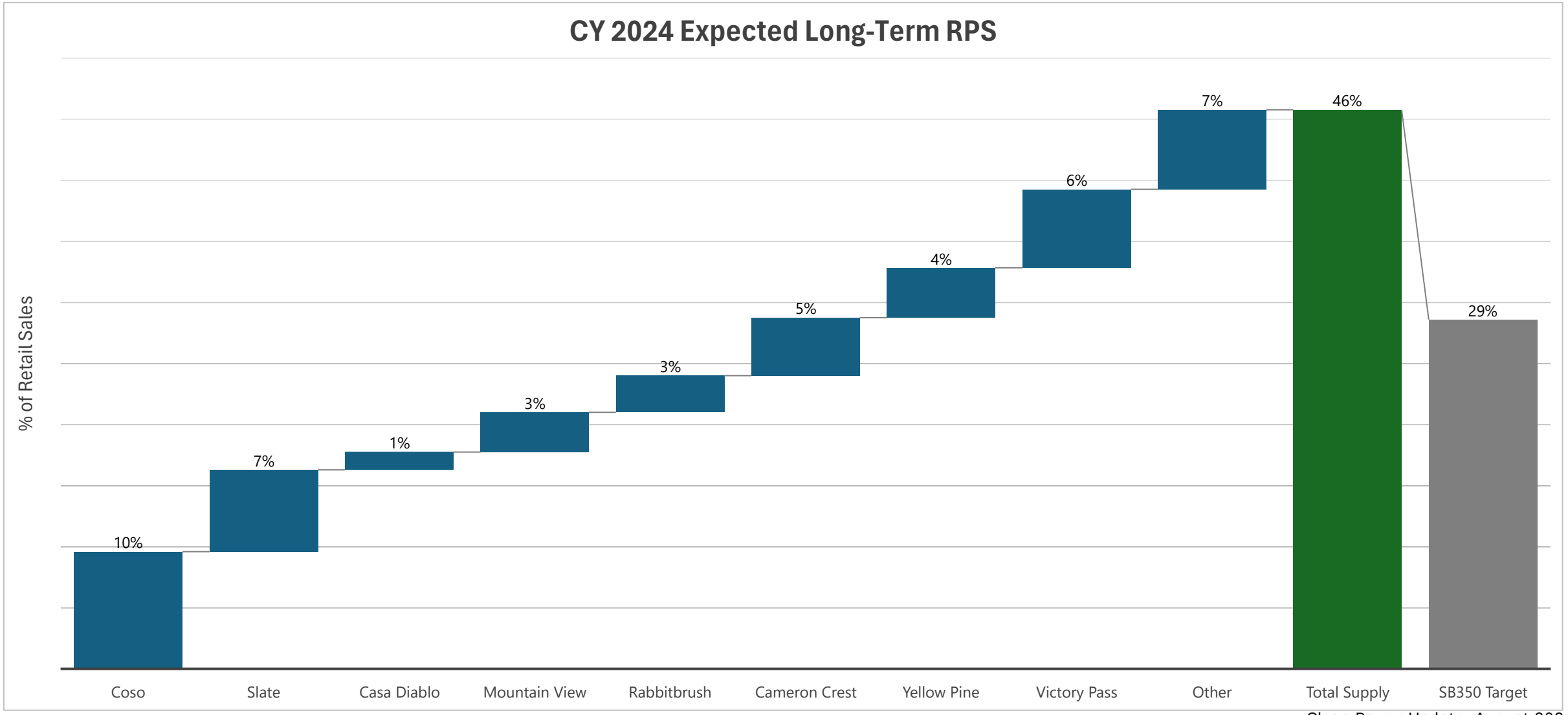
SVCE Long-Term Clean Energy Contracts

	Seller	Project Name	Technology	Generation MW	Storage MW	Storage MWh	Approximate % of Annual load in 2030	Term (years)	Lifetime Not to Exceed Authority (MM$)	SVCE Board Approval	Status
1	MN8	Slate	Solar + Storage	93	46.5	186	6.2%	17	$198	Oct-18	Online
2	Ormat	Casa Diablo	Geothermal	7			1.4%	10	$43	Feb-20	Online
3	Atlantica	Coso	Geothermal	43.8			6.1%	15	$331	Mar-20	Online
4	Leeward	Rabbitbrush	Solar + Storage	40	8	20	2.9%	15	$64	Apr-20	Online
5	NextEra	Yellow Pine	Solar + Storage	50	26	104	3.8%	20	$128	May-20	Online
6	Avantus	Aratina	Solar + Storage	80	50	200	6.3%	20	$368	Jun-20	Pre-construction
7	174 Power Global	Atlas	Solar	50			3.6%	10	$32	Jan-21	Pre-construction
8	SB Energy	Angela	Solar + Storage	20	10	40	1.4%	15	$35	Mar-21	Pre-construction
9	AES	Mountain View	Wind	33.3			3.1%	20	$128	Apr-21	Online
10	Origis	San Luis West	Solar + Storage	62.5	15.625	62.5	3.9%	15	$132	Apr-21	Pre-construction
11	Clearway	Victory Pass	Solar + Storage	100	25	100	7.6%	15	$173	May-21	Online
12	Terra-Gen	Cameron Crest	Wind	77.7			4.6%	15	$150	May-21	Online
13	Rev Renewables	Tumbleweed	Long Duration Storage		15.9375	127.5		15	$100	Feb-22	Construction
14	Onward	Goal Line	Long Duration Storage		14.2	113.6		15	$100	Mar-22	Pre-construction
15	Ormat	Geothermal Portfolio	Geothermal	16.75			4.2%	20	$256	Jun-22	Pre-construction
16	OME	Fish Lake	Geothermal	1.82			0.4%	20	$30	Jun-22	Pre-construction
17	AES	Baldy Mesa (RA-only)	Storage	0	75	300		10	$81	Sep-22	Online
18	MRP	Hanford	Thermal + BESS	99.4	131.4	131.4		12	$280	Apr-23	Construction
19	NextEra	Grace	Solar	120	0		8.3%	15	$286	Aug-23	Pre-construction
20	NextEra	Yellow Pine III	Storage	0	115	460		15	$420	Aug-23	Pre-construction
21	Pattern	SunZia	Wind	100	0	0	7.6%	15	$361	Nov-23	Construction

Clean Energy Resources Online Progress
as of August 2, 2024

2024 – H2	• Hanford BESS on Peaker: *Construction mode*
2025 – H1	• Goal Line Long Duration Storage: *Pre-construction* • Aratina Solar + Storage: *Pre-construction – delayed* • San Luis West Solar + Storage: *Pre-construction - delayed*
2025 – H2	• Atlas Solar: *Pre-construction – delayed* • Yellow Pine III Storage: *Pre-construction*
2026 – H1	• Tumbleweed Long Duration Storage: *Construction mode* • Fish Lake Geothermal: *Pre-construction*
2026 – H2+	• Ormat Geothermal Portfolio: *Pre-construction* • SunZia Wind: *Construction mode* • Angela Solar + Storage: *Pre-construction – delayed* • Grace Solar: *Pre-construction*

SVCE is Making Significant Progress Toward Meeting Long-Term RPS Requirements



THANK YOU!

Energy Services & Community Relations

July-August 2024 Updates

1. Outreach Events & Sponsorships

Date	Sponsorship/Event	Location
8/3/2024	**SVYCA Annual Summit** 9 a.m. – 4 p.m. *Sponsorship, tabling, and speaking on energy panel*	Quinlan Community Center 10185 N Stelling Rd Cupertino
8/4/2024	**Los Gatos Music in the Park** 5 p.m. – 7 p.m. *Sponsorship*	Los Gatos Civic Center Lawn Los Gatos
8/6/2024	**Campbell Chamber of Commerce Membership 101** 8 a.m. – 9 a.m. *Staff attendance*	Campbell Chamber of Commerce 267 E Campbell Ave, Suite C Campbell
8/18/2024	**Monte Sereno Picnic in the Park (tentative)** 11:30 a.m. – 2 p.m. *Tabling*	Vasona Park 333 Blossom Hill Rd Los Gatos
8/19/2024	**Los Altos Chamber Annual Charity Golf Classic** 10 a.m. – 6 p.m. *Sponsorship and staff attendance*	Los Altos Golf & Country Club 1560 Country Club Dr Los Altos

1. Outreach Events & Sponsorships

Date	Sponsorship/Event	Location
8/24/2024	**SV Bike Coalition Annual Summit** 9 a.m. – 5 p.m. *Sponsorship*	SSF Library Parks & Recreation Center 901 Civic Campus Wy South San Francisco
9/7/2024 – 9/8/2024	**Mountain View Arts & Wine Festival** *Sponsorship & tabling*	Downtown Mountain View Mountain View
9/21/2024 – 9/22/2024	**Los Gatos Fiesta de Artes** *Sponsorship & tabling*	Los Gatos Civic Center Lawn Los Gatos
9/21/2024	**Assemblymember Berman Annual Health Fair** 1 p.m. – 4 p.m. *Tabling*	Mistral Elementary 505 Escuela Ave Mountain View

2. Customer Participation

	Participation Rate	Overall Participation Rate
Residential	96.11%	96.15%
Commercial	96.52%	

SILICON VALLEY CLEAN ENERGY

3. Member Agency Working Group – June & July Update

June 27, 2024

This MAWG was attended by 8 different agencies and organizations with a total of 25 participants.

The following agenda items were presented and discussed:

- Go Electric Advisor Updates
- TECH On-Bill Financing Pilot
- Electric Home (E-ELEC) Discount Rate
- Full-Service Home Upgrades
- Charging and Fueling Infrastructure (CFI) Discretionary Grant Program

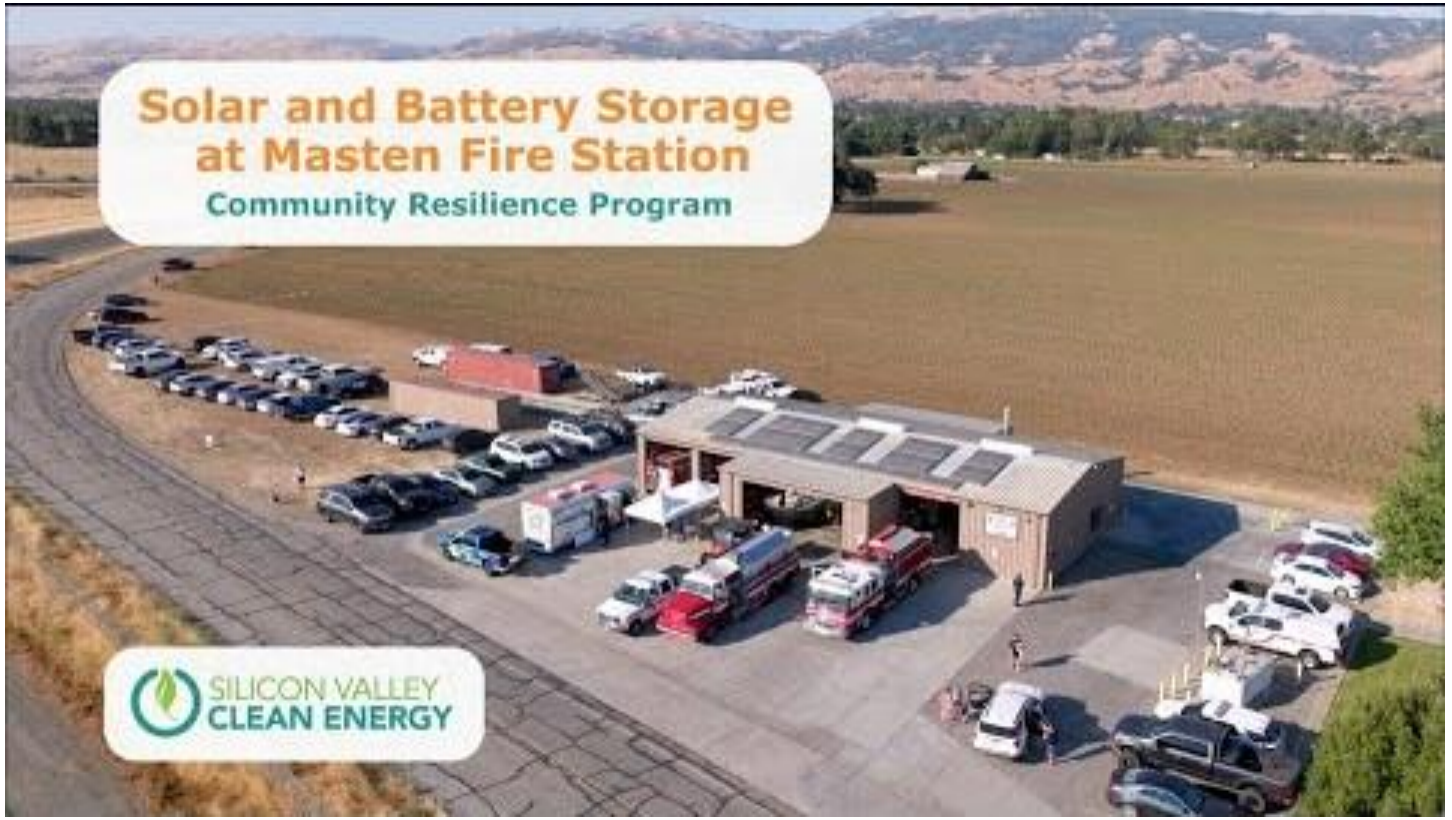
July 25, 2024

This MAWG was attended by 9 different agencies and organizations with a total of 32 participants and guest speakers from TRC and RHA.

The following agenda items were presented and discussed:

- 2025 Power Supply Mix
- Optimizing Electrical Service: Dispelling the 200 Amp Myth, presented by RHA
- CALGreen Intervening EV Code Changes, presented by TRC
- Crash Course in Heat Pump Waters Heaters
- Policy & Permitting Update
- Big Green Picnic Event (Sept In-Person MAWG Meeting)

4. South County Fire Station Ribbon Cutting



5. 2024 Go Electric Summer Sweepstakes

- Launched July 18, and closes August 18
- Encourages customers to learn about electrification and visit eHub tools
- Participants are entered into a drawing to win prizes
- Ten winners will have the opportunity to choose between a $500 electric bill credit, a portable induction cooktop paired with a Caraway 12-piece cookware set, or a portable power station paired with a Google NEST Learning Thermostat

SILICON VALLEY CLEAN ENERGY

6. Summer Appliances Assistant Promotion

Purpose of Promotion: Encourage customers to learn about electrification and upgrade their appliances to electric.

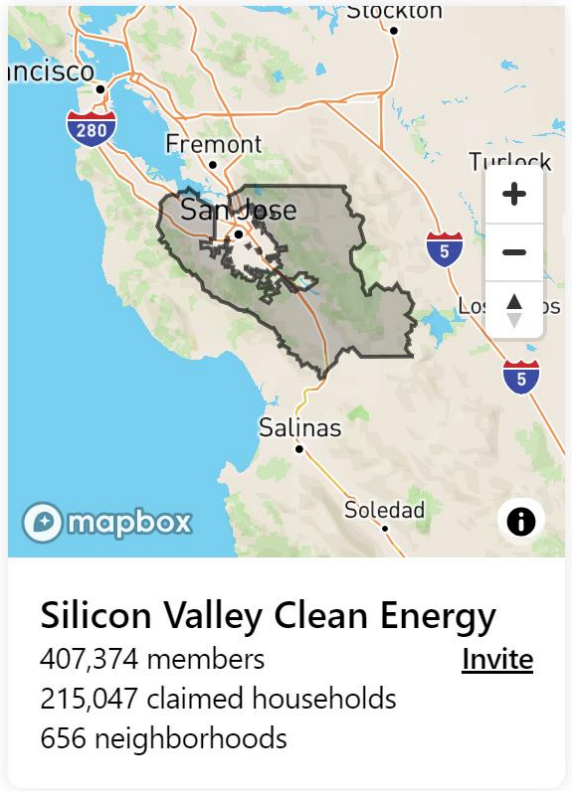
Promotion Details: Customers can get $50 off air purifiers, evaporative coolers, smart thermostats, and portable power stations through the Appliances Assistant.

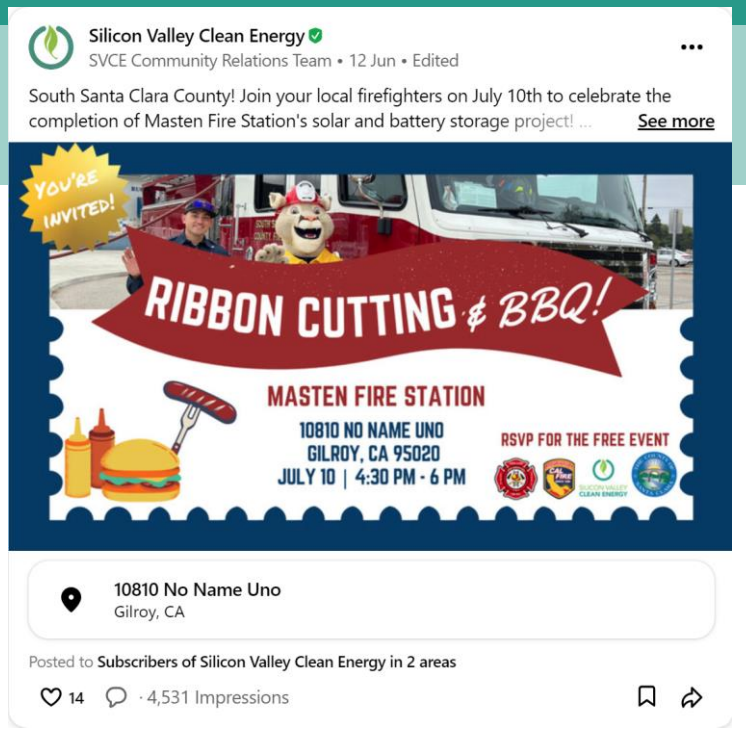
Launched May 24, closes September 3

7. Nextdoor – Increasing Our Posts & Reducing Your Emails

Nextdoor is a social media platform where residents go to get information on what is happening in their neighborhood.

- SVCE has used Nextdoor intermittently since 2021 to promote community events, SVCE programs, and calls for energy conservation.
- Through Nextdoor, SVCE can reach over 407,000 verified residents within the SVCE service area and can target posts by zip code.
- SVCE plans to increase the use of the Nextdoor platform and will provide summaries of the content and reach in these monthly updates (this will replace the email you would previously receive from Andrea).





Example of a target post that was published to South County residents.

8. Press Releases & Media

Press Releases

- $18,000 in Scholarships Awarded to Students in EmPower Silicon Valley Short Video Competition, *Press Release, 06-13-24*
- Silicon Valley Clean Energy Welcomes Scott Wrigglesworth as Director of Risk Management and Analytics, *Press Release, 06-27-24*
- South Santa Clara County Fire District Celebrates Solar and Battery Storage Installation at Masten Fire Station, *Press Release, 07-23-24*

8. Press Releases & Media

Media Mentions

- California clean energy project threatens thousands of protected Joshua trees: reports, *FOX 11, 06-03-24*
- Dewan: Climate change resources for youth, *San Jose Spotlight, 06-17-24*
- Paired Power Partners with EV Connect to Deliver Clean Energy to the City of Campbell's First Electric Vehicle in its Fleet, *The Blockchain Domain, 06-27-24*
- City of Campbell Adds EV Charging, *Smart Energy Decisions, 06-27-24*
- COMMENTARY: Joshua trees set to fall victim to green-energy transition, *Las Vegas Review-Journal, 06-29-24*
- California city to install pop-up solar canopy with EV charging, *pv magazine, 07-05-24*
- Saratoga's 13th annual Classic and Cool Car Show ready to roll July 28, *The Mercury News, 07-14-24*

8. Press Releases & Media

Media Mentions (Continued)

- Digitizing Utilities Prize Round 2 Names Phase 1 Data Track Winners, *National Renewable Energy Laboratory, 07-17-24*
- Masten Station goes green with solar power, *The Morgan Hill Times and Gilroy Dispatch, 07-19-24*
- Cupertino students win scholarships for energized videos, *The Mercury News, 07-21-24*
- Sunnyvale residents can weigh in on city's sports facilities, *The Mercury News, 07-21-24*

GILROY DISPATCH

A New SV Media publication · Friday, July 19, 2024 · gilroydispatch.com • Vol. 157, No. 29 • $1

LOCAL SCENE

Local earns degree

Chidera M. Nwenyi, of Gilroy, was awarded a degree in pre-health and chemistry at St. Lawrence University's commencement ceremony on May 19.

Two earthquakes reported near Gilroy

Two earthquakes were recorded early in the morning July 16 near Gilroy, according to the US Geological Survey.

At 1:41am, a magnitude 3.2 quake occurred about 6 miles east southeast of Gilroy, or 14.6 miles southeast of Morgan Hill.

Less than 30 seconds later, a magnitude 3.4 temblor was reported in the area.

Both quakes averaged a depth of nearly one mile.

No structural damage or injuries were immediately reported following the quake.

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Recreational swim

The City of Gilroy's recreational swim program returns for the summer.

The program is held at the Christopher High School Aquatics Center, featuring various swimming opportunities including group swimming lessons in the morning and late evenings with open swimming times in the afternoon.

Starting June 11, the pool is open weekdays (excluding Mondays) from 8am to 8pm, and weekends from 8am to 5pm through Aug. 18.

For a list of classes and open swim hours, visit gilroy.theswimmingsuan.com.

Downtown Live

Hosted by the Gilroy Downtown Business Association, the free event features rock and R&B dance classics from various local bands. Grab dinner before the show at any of the restaurants downtown and help support local businesses.

The lineup is as follows:

- July 18: Phil 'n the Blanks
- July 25: The Never Land Band
- Aug. 1: Southbound 101
- Aug. 8: San Benito County Line
- Aug. 15: Mitchell James Band

Author to sign books at Barnes & Noble

California Licensed Forensic Psychologist and author Dr. John C. Brady will sign copies of his new book, "Psychological DNA: A Cold Case Analysis of Who Killed Robert F. Kennedy" at a July 20 event in Gilroy.

The signing will take place 2-6pm at Barnes & Noble, 6825 Camino Arroyo in Gilroy.

Brady's book examines Sirhan Sirhan and whether he deserved to be convicted of first degree murder for shooting Kennedy, who was a candidate for president, in 1968.

→ Local Scene, 3

ROOFTOP POWER *The new solar energy system at Masten Station, pictured July 10, will equip the facility to operate during power outages and save money for the publicly funded South Santa Clara County Fire District.*

Sun power

SOUTH COUNTY OFFICIALS CELEBRATE NEW PANELS, BATTERY

MICHAEL MOORE
Editor

Santa Clara County firefighters and public officials from throughout South County last week celebrated an upgraded solar energy system at a key local station that will save money and better equip the first responders when dealing with their own emergencies.

More than 60 people attended a July 10 ribbon cutting for the new solar and battery storage system at the Masten Fire Station, 10830 No Name Uno. The station is part of the South Santa Clara County Fire District and serves unincorporated areas in and around San Martin, and networks with other local fire departments for mutual aid and other assistance.

The solar energy project unveiled July 10 consists of 34 high-efficiency solar panels on the fire station's rooftop, according to Michaela Pippin of Silicon Valley Clean Energy, which helped acquire the station's new energy system. The system also includes smart-grid-capable inverters and two batteries for energy storage.

The new system, designed for energy resiliency, can keep the Masten Station operational for up to 10 hours in the event of a PG&E power outage. It also replaces two diesel generators on site, which have required steady staff hours for maintenance over the years.

The fire district expects to save thousands of dollars in energy costs every year with the energy generated by the solar panels at Masten Station.

"The South Santa Clara County Fire District is dependent on property tax for revenue which doesn't increase enough annually. The savings of a solar system will

→ Solar, 2

CELEBRATING RESILIENCE *Firefighters and local officials hail the ribbon July 10 for the new solar energy system at Masten Station in unincorporated Gilroy.*

Nominating starts for November general election

MAYOR, THREE COUNCIL MEMBERS FACE REELECTION ON NOV. 5 BALLOT

MICHAEL MOORE
Editor

The nomination period for candidates for local elected offices on the Nov. 5 general election ballot opened July 15 and will close at 5pm Aug. 9. The closing date can be extended to Aug. 14 for offices in which an eligible incumbent has not filed to run for reelection, according to elections officials.

In Gilroy, the mayor's seat as well as three posts on the city council will appear on the ballot for the Nov. 5 general election. The council seats currently occupied by Rebeca Armendariz, Zach Hilton and Fred Tovar are up for election. Their terms end December of this year, and the next four-year terms will end December 2028.

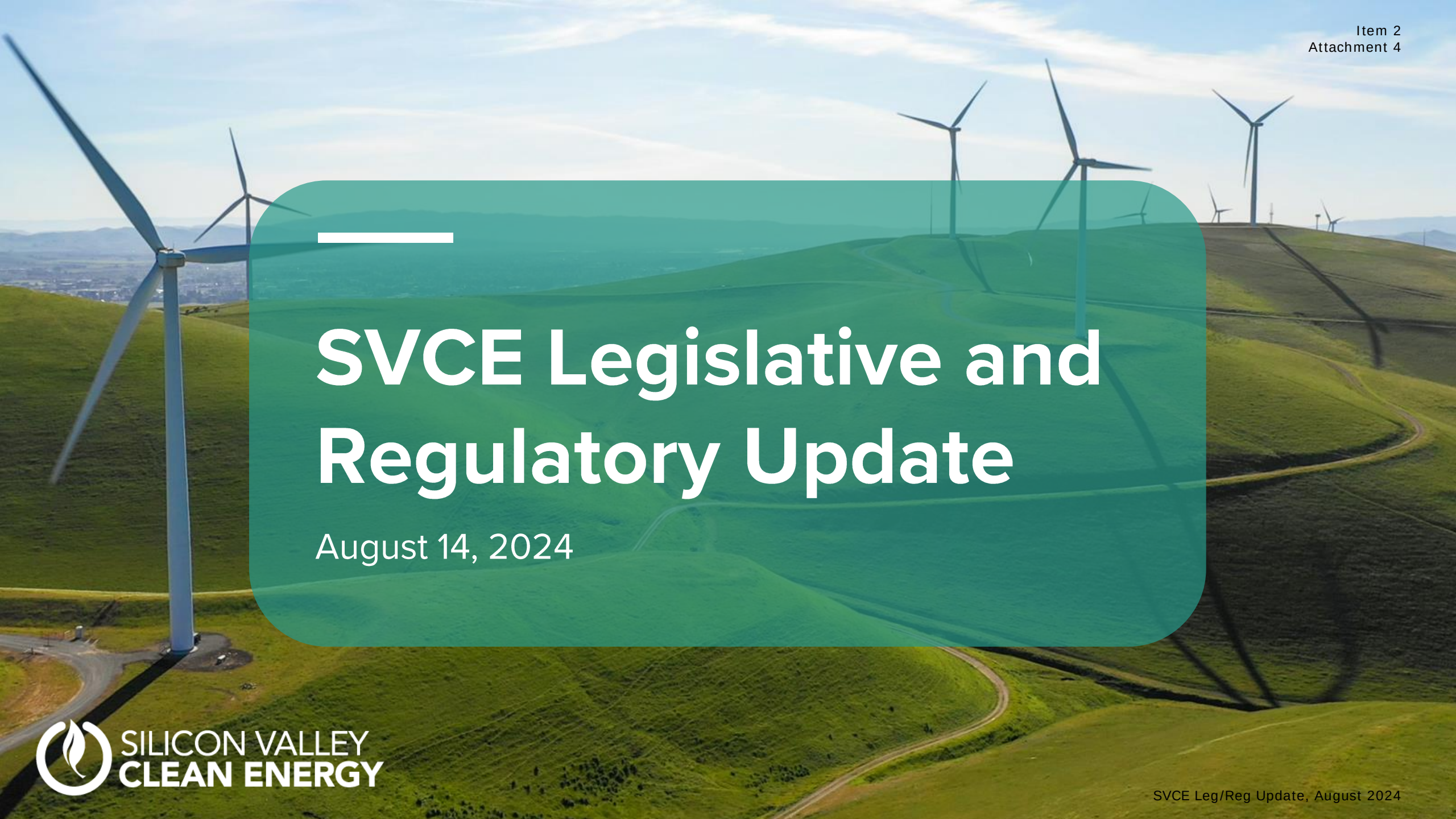
Voters in Gilroy will also decide on a local measure asking to approve a quarter-cent sales tax for the city's public safety on the Nov. 5 ballot.

Also on the Nov. 5 ballot are three seats on the Gilroy Unified School District Board of Education. Three seats on the Gavilan College Board of Trustees are also up for grabs in the general election, as are four seats on the Santa Clara County Board of Education.

"The nominations process is the first major step in preparing for an election and one of the most foundational stages of the democratic process," said Matt Morales, Acting Santa Clara County Registrar of Voters. "Our team takes pride in making the process to get on the ballot inclusive and accessible, promoting greater ballot access for a diverse range of candidates."

Mayor Marie Blankley, who was elected to her first four-year term, is running for reelection on Nov. 5. Also planning to run for mayor is longtime Gilroy resident Greg Bozzo.

Blankley said she is running for another four-year term because she feels like the public safety shutdowns early in the Covid-19 pandemic—which was



SVCE Legislative and Regulatory Update

August 14, 2024

SILICON VALLEY CLEAN ENERGY

Policy Updates

Regulatory Update:

1. Integrated Resource Planning
2. PG&E's 2025 Energy Resource Recovery Account (ERRA) Forecast Application
3. Update on the Joint Rate Mailer

Legislative Update:

1. State Budget
2. Climate Bond Update
3. SVCE and CalCCA Bill Positions
4. 2024 Legislative Calendar

Regulatory Update

Key Regulatory Activities

Activity	Purpose	Status
Integrated Resource Planning (R.20-05-003)	Electric Integrated Resource Planning and Related Procurement Processes.	On July 19th the CPUC issued a proposed decision related to implementation of AB 1373, which authorized the Department of Water Resources (DWR) to conduct centralized procurement on behalf of all California LSEs. In the proposed decision, the CPUC finds a need of *up to* 10.6 GW of nameplate capacity. This consists of 7.6 GW of offshore wind, 1 GW of enhanced geothermal, 1 GW of multi-day storage and 1 GW of long duration storage with a minimum of 12 hours. The actual amounts to be procured will be determined after bids are received and analyzed. If DWR procures the full amount authorized, SVCE's share would likely be over 200 MW. SVCE staff is working with CalCCA to promote LSE autonomy, minimize portfolio risks and allow LSEs to plan around the uncertainty the new CPE creates.
PG&E's 2025 ERRA Application (A.24-05-009)	Application of PG&E for Adoption of Electric Revenue Requirements and Rates	On May 15, PG&E submitted its 2025 ERRA Forecast Application ("Application"), which starts the year-long process for approval of its generation rates for 2025. In its Application, PG&E requested the ability to base its revenue requirement on the 2024 Forecast system RA market price benchmark ("MPB") if either the 2024 Final RA MPB or 2025 Forecast RA MPB is more expensive. SVCE staff is working with counsel to advocate for the use of the most accurate MPB—the 2025 Forecast MPB – to ensure fairness in the PCIA calculation for unbundled customers.
CCA Code of Conduct (R.12-02-009)	Rules of Conduct for CCAs, including Joint Rate Comparison Mailers	On July 16, the CPUC Executive Director issued to all CCAs an extension until September 1 to distribute the annual Joint Rate Comparison ("JRC") mailers. The extension stems from ongoing technical issues at the Western Electricity Coordinating Council resulting in delayed issuance of Renewable Energy Certificates ("RECs").

Legislative Update

Final State Budget Highlights

Closes a $47B budget shortfall by tapping reserves and cutting additional $16B on top of early budget actions.

Program	Funding Amount
Equitable Building Decarb	Restored $25M to the program for a total of $34.5M.
Long Duration Storage	Restored funding for a total of $21M
Offshore Wind	$45M for offshore wind infrastructure and $16M for permitting
Workforce Funding	Restored funding for Women in Construction, California Youth Apprenticeship, and High Road Training Partnerships
Zero Emission Vehicles	Restored funding for a total of $12M for drayage trucks, $10M for clean trucks/buses, $5.9M for charging infrastructure, and $1.4M for transit buses.

Climate Bond Highlights

$10B bond on the November 2024 ballot

Program	Amount	Notes
Transmission	$325M	Bond proceeds can't be used for shareholder incentives and projects funded must be excluded from the rate base.
Long-Duration Energy Storage	$50M	Administered by the CEC. Funds could also be used for zero-emissions distributed energy backup, VPP, and demand side grid support.
Offshore Wind Port Infrastructure	$475M	
Wildfire Mitigation Grants	$135M	Administered by the OES. Grants can be used for hardening projects and for energy storage/zero-emission back-up power for critical community infrastructure.
Wildfire Risk Reduction for Transmission	$35M	Bond projects cannot have a return on equity and must be excluded from the rate base.

Climate Bond Highlights

Additional investments

Program	Amount	Notes
Climate Resilient Workforce	$50M	Funds to the CA Conservation Corps/community conservation corps for projects to implement critical natural resources, transportation, energy, and housing infrastructure to promote climate resilience.
Sea-Level Rise	$1.2B	Includes $85M for SF Bay Restoration Authority
Community Resilience Centers	$60M	Administered by OES and SGC. Grants for community facilities including zero-emission backup power, clear air, cooling, shelter, telecommunications, etc.

SVCE and CalCCA Bill Positions

Bill	Summary	CalCCA or SVCE Position	Status
SB 1095 (Becker)	Prohibits mobile home parks and homeowner associations from instituting barriers to electric appliances.	SVCE Support/CalCCA Support	Died
AB 2513 (Pellerin)	Requires health warning labels on gas stoves.	SVCE Support	Senate Env Quality
SB 1221 (Min)	Creates a neighborhood zonal decarbonization pilot at the CPUC.	SVCE Support	Assembly Energy
SB 382 (Becker)	Requires disclosures at time of building sales on electrification ordinances.	SVCE Support	Senate Floor

SVCE and CalCCA Bill Positions

Bill	Summary	CalCCA or SVCE Position	Status
SB 1130 (Bradford)	Allows households with less than 3 people to enroll in the FERA low-income bill assistance program.	CalCCA Support	Assembly Energy
AB 817 (Pacheco)	Would allow Board Committees that are purely advisory to use pandemic-era teleconferencing rules.	CalCCA Support	Assembly Appropriations
AB 2779 (Petrie-Norris)	Requires CAISO to report on any use of grid enhancing technologies to the CPUC and legislature.	CalCCA Support	Senate Energy
SB 1165 (Padilla)	Allows transmission projects to go through the permitting process at the CEC instead of the CPUC.	CalCCA Support	Died

Key 2024 State Legislative Milestones

- ~~January 3 – Legislature Reconvenes~~
- ~~January 12 – Last day for policy committees to hear fiscal bills from their house last year~~
- ~~January 19 – Last day to submit bill requests to Legislative Counsel; last day for committees to hear and report to the floor bills introduced last year~~
- ~~January 31 – Last day for each house to pass bills introduced last year~~
- ~~February 16 – Last day for bills to be introduced~~
- ~~April 26 – Last day for policy committees to vote on fiscal bills~~
- ~~May 17 – Last day for fiscal committees to hear bills introduced in that house~~
- ~~May 24– Last day for each house to pass bills introduced in that house~~
- ~~June 15 – Budget bill must pass by midnight~~
- ~~July 3 – Last day for policy committees to vote on bills~~
- August 16 – Last day for fiscal committees to vote on bills
- August 31– Last day for each house to pass bills
- September 30 – Last day for Governor to sign bills

Agenda Look Ahead: September – Dec 2024

September

11th: BOD Meeting

- FY 24-25 Budget - *Adopt*
- FY 24-25 Strategic Focus Areas and Strategic Plan – *Action*
- Clean Pathways and 24x7 Study – *Information*
- Local Agency Action Planning – *Information*
- Closed Session: CEO Performance Eval

October

9th: BOD Meeting

- Agency Policies Streamlining Project Update & Recommendation Part 1 - *Action*
- Clean Pathways Update & Recommendation - *Action*

November

13th: BOD Meeting

- 2025 Legislative Policy Platform – *Adopt*
- GreenPrime Product Offering & Rate – *Action*
- Recommended Use of Carbon Free Savings – *Action*
- Programs Budget and Impact Summary Discussion – *Information*
- Local Agency Action Planning - *Information*

December

11th: BOD Meeting

- Approve Budget Update, 2025 Customer Rate Setting, and Additional Budget Funding Items - *Action*
- FY25 Programs Budget - Discussion
- 2025 Board Elections Info – *Information*
- Agency Policies Streamlining Project Part 2 - *Action*

*Please note the items on this schedule may change depending on priorities

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 3

Item 3:	**Authorize the Chief Executive Officer to Execute an Agreement with Energy Solutions for Advisory, Oversight, and Evaluation Support of a Residential Accessible On-Bill Financing Pilot through 2026; and Execute an Agreement with Franklin Energy Services, LLC for a Not to Exceed Amount of $7.87 million, with a net SVCE contribution of $5.2 million for On-Bill Financing Pilot Implementation through 2035**
From:	Monica Padilla, CEO
Prepared by:	Justin Zagunis, Director of Decarbonization Programs and Policy Jessamyn Allen, Programs Lead
Date:	8/14/2024

RECOMMENDATION

Staff recommends the Board authorize the Chief Executive Officer (CEO) to execute the two attached agreements with Cohen Ventures, Inc. dba Energy Solutions ("Energy Solutions") and Franklin Energy Services, LLC ("Franklin Energy") and with non-substantive changes approved by the CEO and subject to final review and approval by General Counsel. The Energy Solutions agreement is for advisory, oversight and evaluation support of a residential accessible on-bill financing pilot ("OBF pilot") through 2026 and Energy Solutions will be contributing $2.67 million, provided to SVCE, for implementing the pilot. The Franklin Energy agreement is for implementation support of the residential accessible on-bill financing pilot through 2035 and a not-to-exceed amount of $7.87 million with SVCE's net contribution limited to $5.2 million.

EXECUTIVE COMMITTEE RECOMMENDATION

Staff brought this pilot concept to the Executive Committee in June 2024 and received the Executive Committee's recommendation to recommend the Board approve the OBF pilot contracts.

BACKGROUND

In the Building Decarbonization Joint Action Plan in November 2020, SVCE identified accessible financing as a key priority, recognizing that key financial barriers, such as high upfront costs or access to credit, limit the ability of customers to access electrification and energy efficiency upgrades. These upgrades are critical to reduce the use of fossil fuels and address climate change equitably while providing benefits to the community. The electrification upgrades also help increase electricity consumption in SVCE's service area, improving the economies of scale for SVCE's service. Additionally, the efficiency upgrades help reduce the amount of energy needed to serve the same customers, reducing customer bills and the cost to SVCE to serve its customers. In March 2022, as part of the "Double Down" funding allocations for decarbonization programs, the Board allocated an additional $5 million dollars to the Accessible Financing program, bringing its total allocation to $5.2 million.

SVCE's current and upcoming programs for residential building electrification offer incentives, which have typically served customers with the capital to pay for the up-front cost of upgrades, and direct installation services that completely cover the cost of electrification upgrades for low-income customers. SVCE's proposed OBF pilot plans to provide moderate customers with a scalable path to electrify their homes through financing, while minimizing bill impacts.

ANALYSIS & DISCUSSION

Many households lack the discretionary income to afford home energy upgrades, including water heating and space conditioning with costs in excess of $6,000 and $15,000, respectively. While rebates and tax credits help reduce the net cost of the upgrades, households still need to shoulder the costs for many months until incentives are redeemed. And while financing options may be available to help pay for up-front costs, traditional energy financing programs typically exclude significant portions of the population due to credit score or homeownership requirements. As such, traditional incentive and financing programs tend to benefit higher-income households.[1] Low-income households are increasingly supported by direct install programs with no out-of-pocket cost to the homeowner, like SVCE's available affordable housing no-cost upgrades and upcoming single-family installation programs. This leaves behind middle- or moderate-income households,[2] whose financial limitations aren't being addressed by incentive programs and who are invariably excluded from income-qualified direct install programs, that struggle to access energy upgrades.

OBF[3] is a type of financing where the loan cost recovery charges are recorded and repaid via the utility bill, and the repayment obligation is tied to the utility account holder. On-bill financing helps customers overcome the high upfront costs of energy upgrades without the participation barriers of credit score requirements or debt-to-income ratios of more traditional financing programs. OBF programs have also seen low default rates, likely because the utility bill is a more reliable repayment source. Several CCAs have implemented different types of on-bill financing programs, including Peninsula Clean Energy's ("PCE") Zero Percent Loan program that has been running since October 2022.

SVCE's OBF pilot differs from other forms of on-bill financing as it is specially designed to support:

- Affordability: The loan repayment is fully offset by bill savings across gas and electric usage due to the upgrade. This is a key and novel element of SVCE's pilot that will ensure customer costs do not increase due to the electrification upgrades, while maximizing the amount of upgrade costs that can be financed. Energy models and analysis of energy usage data will ensure that bill savings exceed the loan repayment on an annual basis. Customers will also benefit from electrification incentive programs offered by SVCE and other entities.
- Strong customer protections: All equipment installed will be covered by warranty during the cost recovery period of 10 years. Customer support will also coordinate warranty repairs and investigate bill impacts to ensure equipment is operating as intended and delivering the modeled savings.

These design criteria serve the goal of increasing accessibility of financing to underserved customer segments, particularly moderate-income households. This specific design of financing for electrification has not yet been deployed in California – a very similar financing concept called Inclusive Utility Investments or Tariffed On-Bill Financing ("TOB") is currently being designed in a California Public Utilities Commission ("CPUC") regulatory proceeding, in which SVCE is the sole CCA participating along with the major investor utilities, to assess its viability as the model form of electrification financing for residential customers across the state. However, it involves regulatory and logistical hurdles that may take years to resolve.

It is SVCE's intent that this OBF pilot will serve immediate needs of SVCE's customers, provide insights to SVCE for future financing efforts, and benefit the statewide financing conversation on TOB. Due to the complex and innovative nature of the OBF pilot, SVCE has partnered with Energy Solutions for their advisory

[1] Elementa. Fournier, 2020: "On energy sufficiency and the need for new policies to combat growing inequities in the residential energy sector," https://online.ucpress.edu/elementa/article/doi/10.1525/elementa.419/112771/On-energy-sufficiency-and-the-need-for-new

[2] Middle and moderate income-households are typically defined as 80-150% Area Median Income ("AMI"). In 2023, Santa Clara County AMI is $181,300 for a family of 4.

[3] American Council for an Energy-Efficient Economy ("ACEEE") On-Bill Energy Efficiency, https://www.aceee.org/toolkit/2017/02/bill-energy-efficiency

and evaluation support and has secured a pilot implementer, Franklin Energy, to take on the administrative and implementation responsibilities.

Consultant Selection

Selection of a Partner: In January 2019, the CPUC initiated building decarbonization rulemaking (R.19-01-011), which included the implementation of the TECH Clean California initiative ("TECH"). The TECH program[4] is a four-year, statewide market transformation program to spur electrification retrofits for residential customers. Program efforts include heat pump water heater ("HPWH") and heat pump heating, ventilation and cooling ("HP HVAC") contractor incentives, contractor training, consumer engagement, and pilots to "test potential solutions to specific market barriers that are limiting the installation of heat pumps." In November 2020, a team lead by Energy Solutions was selected as the TECH implementer through a competitive solicitation.

In January 2022, Energy Solutions invited load serving entities to submit their interest in deploying an accessible financing pilot. In June 2022, SVCE entered into a non-binding Memorandum of Understanding with Energy Solutions, on behalf of the TECH initiative, to begin the pilot planning effort with the understanding that pilot deployment was subject to SVCE Board approval. The Energy Solutions team will play an advisory, oversight, and evaluation role through the end of 2026, which is the current authorization limit of the TECH program. In addition to bringing significant financial and program implementation expertise, Energy Solutions will provide $2.67 million to SVCE from their TECH program budget to help cover implementation costs and fund risk mitigation, and also provide $700,000 of in-kind labor.

Selection of Implementer: SVCE staff collaborated closely with the Energy Solutions team on the pilot design and consultant selection via Energy Solution's competitive solicitation. Energy Solutions released a request for proposals in September 2022 and received three submissions. SVCE and Energy Solutions selected Franklin Energy, a design and engineering firm that delivers turnkey energy efficiency and decarbonization programs for residential, commercial, and industry customers of more than 60 utility and government partners in North Americas, as the pilot's implementer. Energy Solution's solicitation process meets SVCE's procurement standards.

Separately, SVCE recently executed a contract agreement in March 2024 with this same Franklin Energy for the Single-Family Home Installation Program after a competitive solicitation. Given the similarity in the services provided by each of the programs, the SVCE OBF Pilot will leverage the same team of consultants and preferred equipment pricing negotiated under the Single-Family Home Installation Program contract, including:

- Three vendors that will serve as installation contractors:
    - FUSE Service Inc. (Contractors State Licensing Board (CSLB) #1052421) is a General Contractor based in Santa Clara, CA with over 5,000 TECH Clean CA installations including 80 installations in SVCE territory;
    - Enso Squared Building Solutions (CSLB #783892) is a General Contractor with statewide presence, including work with Marin Clean Energy, SoCal Edison, and San Diego Gas and Electric;
    - Electrify My Home (CSLB #1070343) is an Electrical and HVAC Contractor based in Vacaville and is accredited by the Better Business Bureau with an A+ rating; and
- Vistar Energy Inc., a consulting firm that provides customized building energy efficiency and electrification software solutions, will provide an energy and bill impact modeling tool to develop cost-effective upgrade packages for homes.

[4] TECH Clean California, https://techcleanca.com/

SVCE's scope of services with Franklin Energy for the OBF Pilot is included in Exhibit A of the proposed agreement (Attachment 2). Staff requests the Board to approve the attached agreement with non-substantive changes approved by the CEO and subject to final review by General Counsel. This proposed 11-year agreement through the end of 2035 with a not-to-exceed amount of $7.87 million includes:

Franklin Energy Implementation Budget	**$7,861,920**
Pilot design & administration Loan agreements, expense & status reporting, customer & project database set-up	$247,000
Vendor-led marketing & outreach Targeted marketing campaigns (email, community group engagement, etc.) to prescreened customers	$84,000
Implementation services Developing project financial plans, managing contracting network, project quality control, rebate applications, invoicing	$662,000
Customer incentives and warranty costs SVCE project incentives, warranty protections	$1,358,000
Ongoing customer support 10 years of managing warranty repairs & bill impact questions	$2,332,000
Project capital Customer loans, most expected ($2M+/75%+) to return to SVCE over 10 years	$2,730,000
Contingency funds To be reactively allocated towards incentives, services, or additional program elements that may be added based on customer experience and feedback following initial launch	$450,000
Energy Solutions Contribution From CPUC TECH program funding	**($2,661,920)**
Net SVCE Contribution With $2M-$2.7M expected to return to SVCE over the 10-year repayment timeline	**$5,200,000**

The proposed costs assume a high level of ongoing customer support provided to customers through the entire loan repayment term (ending in 2035). Ongoing customer support will be critical to ensuring customers receive the bill savings to offset their on-bill loan repayments. SVCE staff will continue to coordinate internally and with the Franklin Energy team to leverage efficiencies of scale across the OBF pilot and Single-Family Home Installation Program.

Pilot Details

The pilot will target single-family and small multifamily (with four or fewer units) residential properties that have been pre-screened by the SVCE pilot team for high bill savings potential and have a strong bill payment history. Customers will receive a turnkey level of service for their home upgrade (meaning Franklin Energy will cover all project installation logistics and contractor coordination), be offered 0% interest loans with a 10-year term to be repaid on their monthly electric bill, and have ongoing support during the cost recovery period to ensure bill savings are achieved. This pilot will have an estimated reach of 200-250 homes[5] at which a combination of the following electrification upgrades will be made: HPWH, HP HVAC, energy efficiency, and solar and battery storage.

[5] Pilot parameters and reach may be adjusted during the pilot design phase, based on customer and stakeholder input as well as the availability of incentives.

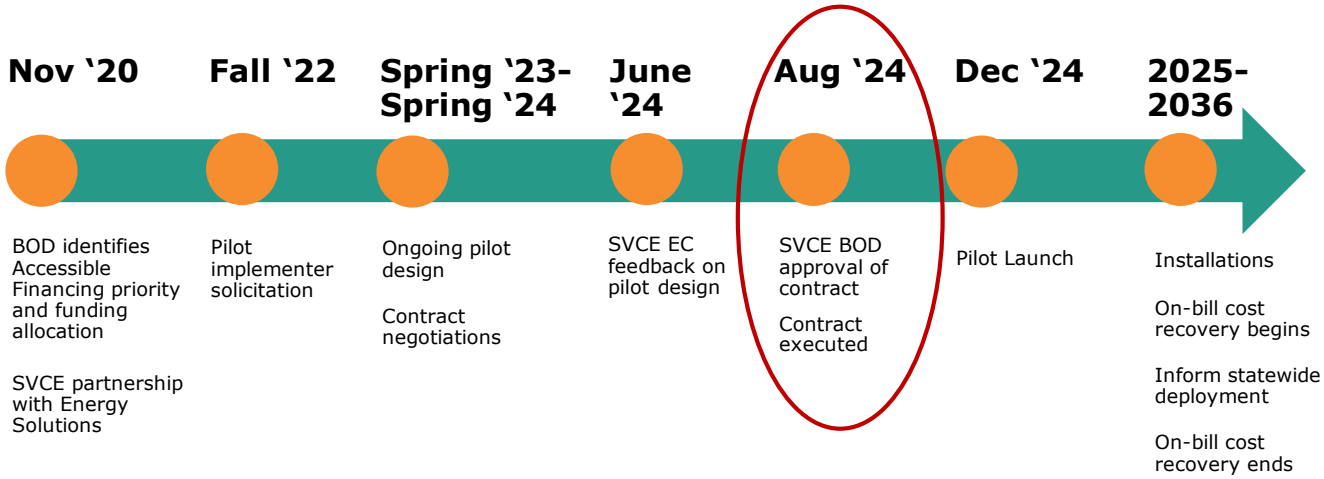
One year after the electrification upgrades are installed, the TECH team, in coordination with Franklin Energy, will lead a significant evaluation effort to validate the delivered savings against the projected savings. If a customer's projected savings were overestimated, their on-bill charges will be adjusted downward as a correction.

Throughout the loan repayment period, customers will be able to contact Franklin Energy for support to coordinate repairs under warranty and investigate and help remediate bill impacts. Franklin Energy will also proactively provide customer education on optimal equipment usage and electricity rates.

Ultimately, this pilot will provide SVCE with more information on how to drive targeted program delivery, mitigate bill impacts from electrification, and understand the level of customer support needed in the years after electrification upgrades. These issues are critical to understand as intend to scale our financing offers, serve new customer segments, and inform the statewide conversation on financing that may reach necessary scale needed to support electrification for our customers.

Pilot Timeline

The timeline of the SVCE's engagement on financing so far and next steps to launch the OBF Pilot are shown below:



STRATEGIC PLAN

The OBF pilot program supports SVCE's Strategic Plan Goal 14, Measure 6 to "…explore the potential of financing programs to support electrification program efforts at scale."

ALTERNATIVE

Staff could pursue alternative designs to address accessible financing for residential customers, such as following other CCAs' zero percent interest loan programs. These programs offer 0% interest loans that are repaid on the customer's monthly electric bill but are administered in-house with significantly lower administrative costs. While simpler and less costly to implement, these types of programs do not address several key challenges, including mitigating bill impacts of electrification by connecting the financing to bill savings and providing long-term customer support, which are known barriers to underserved customer segments. This OBF pilot will also ensure that the financing benefits flow to moderate-income customers rather than being accessed by higher-income households that can more easily be served by existing rebate programs or already available financing from banks and other lenders. Furthermore, not running the OBF pilot may limit SVCE's ability to support tariffed on-bill financing in the future as the statewide effort advances.

FISCAL IMPACT

The program funding of $5.2 million for this program is already reflected in the total Board-approved programs allocation. Approval of these contracts with Franklin Energy and Energy Solutions, therefore, will have no incremental fiscal impact. The NTE of the contract agreement with Franklin Energy is $7.87 million. However, with a contribution of $2.67 million in funds from Energy Solutions, SVCE's net obligation to Franklin will not exceed $5.2 million. The proposed fiscal year 2024-25 will include expected expenditures for Franklin.

ATTACHMENTS

1. Draft Agreement between SVCE and Energy Solutions, LLC for Residential Accessible On-Bill Financing Pilot Support
2. Draft Agreement between SVCE and Franklin Energy Services, LLC for Residential Accessible On-Bill Financing Pilot Implementation

AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND Cohen Ventures, Inc., dba Energy Solutions FOR RESIDENTIAL ACCESSIBLE ON-BILL FINANCING PILOT SUPPORT

THIS AGREEMENT ("Agreement"), is entered into this Click here to enter DAY. day of ENTER MONTH., ENTER YEAR., by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Cohen Ventures, Inc., a California corporation whose address is 449 15th Street, Suite 400, Oakland, CA 94612 (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. Consultant was selected through a competitive solicitation process as the implementer of the Technology and Equipment for Clean Heating (TECH) Initiative under the auspices of California Public Utilities Commission building decarbonization rulemaking (R.19-01-011). As part of the Consultant's scope of work for TECH, the Consultant is directed to support the design and implementation of a tariff-on-bill financing pilot. In January 2022, the Consultant invited load serving entities to submit their interest to implement an accessible financing pilot and the Authority was selected.

D. Authority and Consultant desire to enter into an agreement for advisory, oversight, and evaluation support of a residential accessible financing pilot upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on Click here to enter beginning of term., and shall terminate on December 31, 2026, 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 will not be compensated for services performed pursuant to this Agreement. Consultant will provide the Authority a total amount not to exceed two million six hundred sixty-one thousand nine hundred twenty dollars ($2,661,920) in accordance with the 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.

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.

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, and any subconsultant under the 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, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. 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, 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 Consultant's choice, and shall pay all costs and expenses, including all reasonable 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.

B. Intellectual Property Indemnification. Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities by a third party that the services to be provided pursuant to this Agreement infringe or violate any third-party's IP Rights, provided any such right is enforceable in the United States. Such costs and expenses shall include reasonable attorneys' fees of counsel of the Consultant's choice, expert fees and all other costs and fees of litigation.

C. The acceptance of the services by Authority shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall

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apply regardless of whether or not any insurance policies are determined to be applicable to the Liability.

D. 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. The requirement to obtain Authority's prior written approval and include clauses in subcontracts shall not apply to any obligations Contractor and its officers, employees, associates, and subcontractors may have under the TECH Initiative in accordance with the California Public Utilities Commission (the "CPUC") Decision 20-03-027.

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

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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 those coverages and minimum limits of coverage consistent with good practices for firms in each subcontractor's industry for the portion of the services performed by each subcontractor. 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 the CPUC. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to the CPUC 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 the CPUC, and all publication rights are reserved to the CPUC. 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 may request 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 further retain the ability to make, use execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon any Reports prepared

under this Agreement in accordance with its obligations under the TECH Initiative pursuant to CPUC Decision 20-03-27.

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. The Chief Operating Officer (Consultant Representative") shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL 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 may disclose Data to its officers, employees, agents, subcontractors, and clients to the extent necessary to carry out its obligations under this Agreement and pursuant to its obligations under the TECH Initiative in accordance with CPUC Decision 20-03-027. Consultant, its officers, employees, agents, clients, 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, clients, 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. It is understood that Authority is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq*.). If a request under the California Public Records Act is made to view any documents Consultant provided to Authority, Authority shall notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, Authority will release the requested information on the date specified.

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

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

F. 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) if sent through email, upon confirmation of receipt or a read receipt, or (d) 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 330
Sunnyvale CA 94087
Attention: Chief Executive Officer

TO CONSULTANT:
Attention: Contract Services
Energy Solutions
449 15th Street, Suite 400
Oakland, CA 94612
Email: Contracts@energy-solution.com

19. **TERMINATION**

In the event either Party fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, either Party shall be deemed in default in the performance of this Agreement. The non-defaulting Party shall give the defaulting Party fifteen (15) days prior written notice of the non-defaulting Party's intent to terminate , and the grounds therefore. Termination shall occur if the Parties fail to agree on a plan for the defaulting party to cure within fifteen (15) days of the defaulting Party's receipt of such notice. 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.

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, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100 *et seq*. 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.

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28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER CONSULTANTS**
[Intentionally Omitted]

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**
[Intentionally Excluded]

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

_____
Enter Your Name, Enter Your Title

RECOMMENDED FOR APPROVAL

_____
Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
COHEN VENTURES INC., dba ENERGY SOLUTIONS

By: _____
Name: Chris Burmester
Title: Chief Operating Officer
Date: _____

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By: _____
Name: Monica Padilla
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

_____
Counsel for Authority

1/2024 Version 1.0

ATTEST:

_____
Authority Clerk

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Exhibit A
Scope of Services

Authority and Consultant ("the Parties"), on behalf of the Technology and Equipment for Clean Heating ("TECH") Initiative, have previously entered into a non-binding Memorandum of Understanding ("MOU") in 2022 that sets forth mutual understandings and commitments for the design and eventual implementation of a Tariffed On-Bill ("TOB") investment pilot serving Authority's residential customers.

As stated in the MOU under Collaboration Goal, "[t]he purpose of this pilot is to demonstrate a tariffed on-bill investment mechanism to expand customer access to capital for electrification upgrades that advance California's goal of carbon neutrality by 2045. This mechanism is expected to benefit a broad range of customers including certain low- and moderate-income customers that remain underserved by conventional capital markets due to high debt-to-income ratios, poor credit, low home equity, or renter status. Therefore, scalability and equity are key considerations for collaboration on a pilot. The collaboration will leverage technical support services from TECH in the design of a pilot. At the end of the pilot, it is the Parties' intent that Authority will elect to continue and expand TOB investments as a full-scale program, with or without continued support from the TECH program, however TECH has set aside additional resources that could support pilot implementation."

Implementation of the TOB pilot hinged on approval from the California Public Utilities Commission ("CPUC") through the Clean Energy Finance ("CEF") proceeding (R.20-08-022). The CPUC has yet to issue approval to the Authority or any investor-owned utilities (IOUs). As the Authority does not have the authority to add a tariff to customer's bills, the Parties have agreed to pursue an alternative pathway to implementation. Authority, with the support of TECH and the Program Implementer, has developed a plan for an Accessible On-Bill Financing Pilot ("the Pilot") that incorporates the critical design principles of the originally conceived TOB pilot.

This Pilot will serve as a field trial to test and evaluate threshold program design issues in preparation for future full-scale TOB program deployment, both within SVCE's service territory and throughout California. These issues include:

- **Savings Verification and Remedy:** Establishing a process for validating, one (1) year after installation of upgrades, that the measures installed, when taken as a whole, perform as designed and produce savings consistent with ex ante estimates
- **Customer Protections:** Testing the effectiveness of customer protection measures to financially protect the customers, including, but not limited to, equipment warranties, annual customer notifications, and a capable Program Implementer and quality assurance process for contractors
- **Ratepayer risk:** Assessing the cost and financial risk to ratepayers and other parties for de-risking the customer's investment
- **Funding Priorities and Incentive Availability and Layering:** Identifying how to leverage and layer rebate/incentive program options offers to minimize or eliminate co-

payments. Customers will be first directed to participate in any no-cost or low-cost equipment programs for which they may be eligible.

- **Customer Acceptance:** Ability to achieve high customer participation levels
- **Equitable Adoption:** Expanding ability to serve disadvantaged households who are typically underserved by market-rate incentive and loan programs, while adhering to the principle of "first, do no harm"
- **Targeting:** Advancing customer targeting to directly engage those who would benefit most and incorporate innovative product and design strategies to lower costs by capturing system benefits

The scope of services articulated herein is intended to further the Parties' collaboration goal, as documented in the MOU. TECH will provide pilot advisory, oversight, and evaluation services during the Start-Up, Project Origination, Evaluation, (, and Post-Installation stages, as outlined in the tasks below. Upon completion of the Evaluation Phase, TECH will transfer any remaining implementation responsibilities to the Authority for the long-term maintenance of the Pilot. Funding to conduct this scope of services is provided by the TECH program.

Table A-1 Pilot Roles & Responsibilities

Entity	Title	Role
SVCE (Authority)	Pilot Sponsor	• Fund investments • Hire and supervise Pilot Implementer • Lead community engagement • Support marketing & outreach • Administer on-bill charges • Manage financial & regulatory compliance • Take reasonable measures to ensure repayment of on-bill charges
Franklin Energy	Pilot Implementer	• Operational responsibility for customer acquisition, cost containment, & quality control • Hire & manage installer contractors • Handle marketing and customer acquisition • Conduct all phases of project origination, including site assessment, project scope & specifications development, permitting, financial analysis, determine OBF capital contribution • Conduct QA/QC of improvements • Manage O&M, customer service
TECH/Energy Solutions (Consultant)	Pilot Advisor	• Fund risk mitigation • Contribute implementation resources, per the

		financial plan • Leverage complementary TECH efforts • Contribute advisory support • Conduct M&V, administer customer savings guarantee

The Pilot is divided into the following stages and corresponding tasks:

Table A-2 Pilot Stages			
Stage		**Approximate Timeline**	**Corresponding Scope of Services Tasks**
1	**Start-Up**	Q3 + Q4 2024	1 Pilot Design & Set-up
			2 Administrative Reporting
2	**Project Origination & Installation**	Q4 2024 – Q4 2025	3 Marketing & Outreach
			4 Implementation
3	**Evaluation**	Q1 – Q4 2026	5 Pilot Evaluation
4	**Post-Installation**	Q4 2024 – Q4 2026	6 Additional Services

The Scope of Services expected of the Consultant includes:

Stage 1, Task 1 Pilot Design & Set-Up (NTP + 0)

1.1 <u>Attend Kickoff and Check-in Meetings</u>
Consultant will join pilot meetings with the Authority and Pilot Implementer to help inform and review goals and objectives, budget, timeline, and administrative processes.

Task 1.1 Deliverable: Not Applicable ("N/A")

1.2 <u>Finalize Pilot Design, Strategy, & Financial Flows</u>
Consultant will assist the Authority and Pilot Implementer finalizing the Pilot strategy, plan, and design. Prior to Pilot launch, Consultant will:

1. Develop a detailed pilot timeline prior to kickoff meeting.
2. Co-develop with Authority refinements to pilot services as needed.
3. Finalize Pilot eligible measures, including heat pump water heaters, heat pump heating, ventilation and air conditioning (HVAC), and complementary efficiency measures. At Authority's discretion, the eligible measures may include additional measures as described in Task 6 and agreed upon by Authority and Consultant.
4. Confer with Program Implementer regarding procuring equipment including selecting high-quality equipment providers with strong customer ratings for selected equipment and method for securing preferential pricing and any stocking needs.

TECH will collaborate with the Program Implementer to engage key manufacturers and distributors to secure commitments for supply chain services, including but not limited to preferred pricing and extended warranties. TECH will also provide oversight for recruitment and hiring highly qualified installation contractors by Program Implementer

5. Finalize pilot financial flows

As part of the MOU, TECH Clean California committed up to $3,000,000 in financial resources to support the Pilot. As of May 2024, TECH has allocated $338,079.64 for Pilot planning efforts and risk mitigation research. To ensure successful Pilot implementation, TECH will provide the remaining $2,661,920.36 to the Authority. These funds are divided into two categories: Pilot Operating Costs and Risk Mitigation. Pilot Operating Costs include payments to the Pilot Implementer for execution of the scope of services defined in the contract executed between the Authority and Pilot Implementer. Risk Mitigation includes funds will be used to reimburse the Authority for uncollectible charges related to the program savings guarantee. The program savings guarantee refers to delivering the predicted energy savings due to the installed measures to the customer.

Prior to commencing the Installation Phase, the Authority will establish a holding account for the Consultant's funds. Upon execution of this agreement and establishment of the account, the Authority will submit a funding request for the entirety of funds allocated by the Consultant. The Consultant will approve the funding request within ten (10) calendar days. The Consultant will then submit a payment request to Southern California Edison (SCE) for approval. SCE typically approves payment within ten (10) business days. Upon receiving funds from SCE, the Consultant will disburse the requested funding to the Authority within fourteen (14) calendar days. The Authority will draw on these funds only to fund Pilot Operating Costs and Risk Mitigation.

Task 1.2 Deliverable: Review agreements with equipment manufacturers and distributors for preferred pricing, extended warranties, and related supply chain services

1.3 <u>Finalize Implementation Plan and Additional Operating Procedures and Documentation</u>

The Pilot Implementer, in collaboration with and with oversight from the Consultant, has drafted materials in preparation for launch of the Pilot. The Consultant will help ensure that the Pilot implementation plan, reporting templates, customer agreements, and any additional operating procedures are finalized prior to commencement of the Pilot Project Origination & Installation stage. The Consultant, Pilot Implementer, and Authority will agree on a finalized implementation plan and any modifications throughout the Pilot's duration.

Task 1.3 Deliverable: Review and comment on operating procedures, reporting templates, and participation and loan agreements

1.4 Monitor State or Local Programs
The Consultant will provide regular updates (e.g. monthly or quarterly) on incentive programs relevant to the Pilot to help avoid Pilot projects moving forward if incentive funds become unavailable.

Task 1.4 Deliverable: Status updates on relevant local, state, or federal incentive programs

1.5 Support Customer Relationship Management (CRM) System & Data Exchange
The Consultant will collaborate with the Pilot Implementer, the Authority, and other external parties as needed to configure and deploy the Information and Technology ("IT") system for reporting on customer enrollment outcomes and executed loan agreements, and the process flows for reporting on pilot performance, expenses, and agreed upon Key Performance Indicators ("KPIs").

Task 1.5 Deliverable: Review and testing of Pilot IT system

1.6 Start-Up Targeting Analysis
The Authority has previously agreed to share site-specific assessor data joined to customer energy usage data with the Consultant (Attachment). The Consultant will join this data with the California Energy Commission (CEC) dataset of whole house metered gas and electricity usage already in their possession to perform analyses, including estimating metered savings of water and space conditioning loads. These analyses will estimate customer savings opportunities to inform Pilot Implementer customer engagement and enrollment priorities.

Authority will review the target customer list for gas and electricity data quality to identify potential data gaps that could impact the Pilot evaluation. For the draft list of customers proposed for program targeting, the Authority will review their prior 12 months of customer bill payment history to confirm no bill payment delinquencies longer than 30 days and no more than two delinquencies longer than 15 days.

Task 1.6 Deliverable: Set of priority customers for Pilot Implementer engagement

1.7 Support Finalizing Marketing, Education & Outreach Plan
The Consultant will review final marketing plans and preparations developed by the Pilot Implementer and the Authority, as requested, which may include education and informational materials.

Task 1.7 Deliverable: Review and comment on marketing plans and materials

Stage 1, Task 2 Administrative & Reporting (NTP + 0)

2.1 Monthly OBF Reporting

The Consultant will support the reporting of expense, and on-bill financing reports in conjunction with the Pilot Implementer and the Authority. These reports will track pilot performance, expenses (e.g. project costs and incentives), on-bill financing performance (e.g. capital budget remaining, monthly on-bill charges, etc.), project work scope and technical details, predicted savings and supporting energy model input and output files, quality control results, and agreed-upon KPIs on a monthly basis.

Task 2.1 Deliverable: Review and comment on Pilot reporting documents

Stage 2, Task 3 Marketing, Education & Outreach (NTP + 60 days, or end of data collection + 30 days, whichever is later)

3.1 Review Marketing, Education, & Outreach Materials

The Consultant will review final marketing materials developed by the Pilot Implementer and the Authority, as requested, which may include education and informational materials.

Task 3.1 Deliverable: Review and comment on marketing materials

Stage 2, Task 4 Project Origination & Installation

Consultant will provide support to the Authority and the Pilot Implementer to ensure smooth implementation of all Pilot activities. This support will include the following activities:

4.1 Pilot Implementer Oversight

On behalf of the Authority, the Consultant will provide oversight of Pilot Implementer project origination & installation activities and monitor implementation progress with particular attention to the Key Performance Indicators (KPIs) and pilot research questions established in the Implementation Plan.

Task 4.1 Deliverable: N/A

4.2 Financial Quality Control

The Consultant will perform quality control review of participating customers' on-bill charges and utility payment amounts to ensure accuracy. The Consultant will report the results of their review to the Pilot Implementer and the Authority on a monthly basis.

Task 4.2 Deliverable: Monthly Quality Control Reports

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Stage 3, Task 5 Pilot Evaluation

In collaboration with the Pilot Implementer and consultation with the Authority, the Consultant will evaluate the success of Pilot implementation in testing the research questions outlined in the Implementation Plan. The overarching goal of the Parties' collaboration is to demonstrate a pathway to expanded customer access to clean energy investments by offering a financing solution that can operate at a scale commensurate with state decarbonization goals and that does not necessitate financial means testing for participation (either to protect capital or to responsibly protect customers). To that end, the Consultant will perform the following Pilot Evaluation tasks:

5.1 Customer Satisfaction & Evaluation

The Consultant will collaborate with the Pilot Implementer to develop customer surveys to evaluate participating customer pilot satisfaction. Results from this survey will inform future Pilot implementation and the development of a scaled TOB program for both the Authority and the state of California.

Task 5.1 Deliverables: Help Develop Customer Survey; Report on Results of Customer Survey

5.2 M&V Analysis

The Consultant will perform M&V of site-specific energy impacts and bill savings in consultation with the Pilot Implementer. M&V protocols are documented in the Pilot Implementation Plan. The Consultant will report to the Authority the M&V results and any recommendations for adjusting the customer's line-item charge for loan repayment and the allocation of risk mitigation funds (see Task 1.2). The Consultant will conduct additional analysis as needed to address research questions and inform successor program design decisions.

Task 5.2 Deliverables: Report on M&V Results

5.3 IOU Advisory Group Coordination

The Consultant will facilitate an advisory group to inform research priorities and derive lessons learned from the Pilot to inform the development of future IOU and CCA TOB programs. The Consultant will set agendas and develop content as needed to ensure fruitful advisory group meetings on a monthly basis.

The Authority agrees to share information with the Consultant as needed to support productive advisory group engagement, consistent with customer confidentiality requirements and contractual agreements related to proprietary information.

Task 5.3 Deliverables: IOU Advisory Group agendas, reports, and other documentation as needed

Stage 4, Task 6 Additional Services

6.1 Additional technology measures review

The Consultant will support the Pilot Implementer and the Authority to incorporate additional installed measure technologies, including solar and battery storage, to the list of eligible Pilot technologies. Support may include updating M&V protocols and reviewing revised Pilot customer materials.

Task 6.1 Deliverables: Review and comment revised Pilot documents and procedures

6.2 TOB preparation

Once regulatory TOB approvals and utility billing system upgrades are complete, the Consultant will provide supporting services to help prepare SVCE for a potential TOB pilot. This may involve such activities including, but not limited to: supporting engagement with Pacific Gas & Electric ("PG&E") to understand the IOU billing requirements for the TOB pilot, help formulate a TOB pilot budget, and assist coordination with county assessor's office for TOB property notifications.

Task 6.2 Deliverables: N/A

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Exhibit B
Schedule of Performance

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

Task	Begin	Complete
Stage 1, Task 1 Pilot Design & Set-Up	10/1/2024	12/31/2024
Stage 1, Task 2 Administrative & Reporting	10/1/2024	12/31/2024
Stage 2, Task 3 Marketing, Education & Outreach	12/1/2024	7/31/2025
Stage 2, Task 4 Implementation	1/1/2025	12/31/2025
Stage 3, Task 5 Pilot Evaluation	6/1/2026	12/31/2026
Stage 4, Task 6 Additional Services	1/1/2025	12/31/2026

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Exhibit C
Compensation

Consultant is performing the services described in Exhibit A on a pro bono basis, in accordance with the Memorandum of Understanding between the Partners, dated June 14, 2022.

In that MOU, Consultant committed to provide technical assistance to Authority to (a) analyze the business case for investments in customer electrification and to conduct due diligence, and; (b) design a TOB investment program. 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 zero dollars ($0.00).

As part of the MOU, TECH Clean California committed up to $3,000,000 in financial resources to support the Pilot. As of May 2024, TECH has allocated $338,079.64 for Pilot planning efforts and risk mitigation research. To ensure successful Pilot implementation, the Consultant will provide the remaining $2,661,920.36 to the Authority. These funds are divided into two categories: Pilot Operating Costs and Risk Mitigation. Pilot Operating Costs include payments to the Pilot Implementer for execution of the scope of work defined in the contract executed between the Authority and Pilot Implementer. Risk Mitigation includes funds will be used to reimburse the Authority for uncollectible charges related to the program savings guarantee.

Prior to commencing the Installation Phase, the Authority will establish a holding account for the Consultant's funds. Upon execution of this agreement and establishment of the account, the Authority will submit a funding request for the entirety of funds allocated by the Consultant. The Consultant will approve the funding request within ten (10) calendar days. The Consultant will then submit a payment request to Southern California Edison ("SCE") for approval. SCE typically approves payment within ten (10) business days. Upon receiving funds from SCE, the Consultant will disburse the requested funding to the Authority within fourteen (14) calendar days.

In addition to the financial resources to support the Pilot, the Consultant will provide approximately $700,000 of in-kind labor and M&V services while providing advisory and administrative support and completing the Pilot evaluation.

In summary,

- The Authority is not compensating the Consultant for services described in Exhibit "A"
- The Consultant will provide the Authority with $2,661,920 to be used for Pilot Operating Costs and Risk Mitigation.
- Additionally, the Consultant is contributing approximately $700,000 in in-kind labor and evaluation services in support of the Pilot.

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.

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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.

(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 $5,000,000 US per occurrence.

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Exhibit E
Confidentiality and Data Security 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, subcontractors, clients, or representatives of Consultant ("Consultant Representatives") who have a "need

to know" such Confidential Information in the course of their duties with respect to the Consultant program and who are bound by confidentiality obligations through non-disclosure agreements between Consultant and such Consultant Representatives. Without limiting Consultant's obligation of confidentiality as further described herein, Consultant shall be responsible for establishing, maintaining, and providing a written description to Authority of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the Authority's Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Data; (c) protect against unauthorized disclosure, access to, or use of the Data; (d) ensure the proper disposal of Data; and, (e) ensure that all employees, agents, and subcontractors of Consultant, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program used to protect Data be less stringent than the safeguards used by Consultant for its own data. If the services include handling credit card information, then the Consultant shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Consultant agrees and warrants that it is responsible for the security of "cardholder data" that Consultant possesses, stores, processes or transmits on behalf of the Authority, and for any impact on the security of Authority's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the services. On a schedule agreed upon by Authority and Consultant, Consultant shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to Authority upon request. The required audit shall be a SAS-70 (or successor standard) compliant audit, and Consultant shall provide the audit findings in the form of an SAS-70 Type II report.

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. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of the Authority's Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of the Data, Consultant shall, as applicable: (a) notify Authority as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Authority in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Authority; (c) in the case of Confidential Information, at Authority's sole election, (i) notify the affected individuals who comprise the Confidential Information as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the

absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Authority for any costs in notifying the affected individuals; (d) in the case of Confidential Information, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the Confidential Information for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Consultant's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Authority for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Authority in connection with the occurrence; (g) be responsible for recreating lost Data in the manner and on the schedule set by Authority without charge to Authority; (h) provide to Authority a detailed plan within ten (10) calendar days of the occurrence describing the measures Consultant will undertake to prevent a future occurrence and (i) upon conclusion of the occurrence, or at Authority's request, provide to Authority a comprehensive summary of the occurrence, including reason for occurrence, details of occurrence, how occurrence was addressed and any other information required by Authority, which shall be executed by Consultant and may be relied upon by Authority as a true and accurate account of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Consultant's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Consultant has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Consultant. This Section shall survive the termination of this Agreement.

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, Consultant Representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Authority directly against such Consultant Representatives for improper disclosure and/or use. In no event shall Consultant or Consultant 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 Consultant 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 Consultant 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.

DRAFT

AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND FRANKLIN ENERGY SERVICES, LLC FOR RESIDENTIAL ACCESSIBLE ON-BILL FINANCING PILOT IMPLEMENTATION

THIS AGREEMENT ("Agreement"), is entered into this Click here to enter DAY. day of ENTER MONTH., ENTER YEAR., by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Franklin Energy Services, LLC., a Delaware limited liability company, located at 102 N. Franklin St, Port Washington, Wisconsin 53074 (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. Consultant was chosen through a competitive solicitation process issued by Cohen Ventures, Inc. dba Energy Solutions ("Energy Solutions"), the collaborative partner of the Authority and later referred to as the Pilot Advisor, in September 2022. The solicitation process followed the Authority's procurement practices.

D. Authority and Consultant desire to enter into an agreement for residential accessible financing pilot upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on Click here to enter beginning of term., and shall terminate on December 31, 2035, 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 seven million eight hundred sixty-one thousand nine hundred twenty

dollars ($7,861,920.00) 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 commercially trained professionals 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 as described and specified in the applicable Scope of Services. 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) specified for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction within ten (10) days, or a longer period of time to be mutually agreed to between the parties, 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 the Consultant.

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

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

8. **NON-DISCRIMINATION**

In the performance of this Agreement, Consultant, and any subconsultant under the 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, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. 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 third party claims, damages, costs, expenses, liabilities, 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 (collectively "Liabilities") directly caused by arising out of the actions 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 resulting in (i) bodily injury to, or death of, persons or damage to or destruction of property directly caused or arising out of Consultants performance of Services under the applicable Scope of Services in connection with or incident to the performance of the Services, or any destruction, or unauthorized access, use, or theft of data or (ii) third party allegations that any services or deliverables, or any portion thereof infringe that third party's copyright, patent, trademark, trade, name, trade secret, or any other intellectual property rights, provided that Consultant shall provide no indemnification and assume no liability to the extent any infringement, violation, trespass, or unauthorized us or misappropriation of any IP rights, that results from the Authority combining or modifying the services or materials provided to the Authority by the Consultant without permission of Consultant; except to the extent such Liabilities are caused by the Authority's negligence or willful misconduct.

B. Consultants indemnification obligations under this Agreement are conditioned on (i) the Authority providing timely notice of any claim or proceeding to the Consultant under which it intends to seek to enforce the indemnification obligations; provided, however, that an Authority's failure to notify the Consultant under this Section 9(B) will relieve the Consultant of its obligations under Section 9(A) only if and only to the extent the Consultant was prejudiced by not receiving timely notice of the claim , and (ii) the Authority fully cooperating with the Consultant, including making all defenses available to the Consultant that would be available to the Authority.

C. The acceptance of the services by Authority shall not operate as a waiver of these rights of indemnification. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability.

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

E. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF REVENUE OR LOSS OF OPPORTUNITY IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR DIRECT DAMAGES RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE AUTHORITY TO CONSULTANT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EXCLUDING SUCH CLAIMS ARISING FROM THE RESPECTIVE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, INTELLECTUAL PROPERTY CLAIMS AND DATA BREACH CLAIMS THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

F. Required clause to be included in Subcontractor Agreements: Subcontractor Release of Claims Against, and Hold Harmless of Authority

"Consultant/Subcontractor used by Franklin Energy to provide services for Silicon Valley Clean Energy (SVCE) discharges and releases SVCE and its officers, employers, employees, and agents from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by SVCE, in which Consultant/Subcontractor, and Consultant/Subcontractor's successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against SVCE as the result of, based upon, arising out of, or connected with SVCE's involvement with the Project. Consultant/Subcontractor is on notice of and hereby specifically and expressly waives the provisions of California Civil Code § 1542, which provides that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. Consultant/Subcontractor also agrees to indemnify and hold harmless SVCE from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees and costs, brought as a result of SVCE's involvement with the Project, and to reimburse SVCE for any such expenses incurred."

For purposes of this provision, Authority is hereby intended to be a third-party beneficiary of any and all contracts executed by Consultant to implement this Agreement, pursuant to California Civil Code § 1559.

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 and amount 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, shall not limit Consultant's indemnification obligations under this Agreement, Consultant shall provide thirty (30) days' advance written notice of cancellation, except ten (10) days for non-payment of premium, 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 carrying an AM Best Rating of A-II or Better 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. Subconsultants. Consultant shall require that all subconsultants maintain the same minimum insurance requirements as set forth herein. In Authority's sole discretion, it may require subconsultants to maintain different types of insurance as required by the type of work performed (for example only, builder's risk), and may allow subconsultants to maintain an amount different from those set forth herein, so long as Consultant's insurance will cover any gaps in coverage. Consultant and any subconsultants shall not require customer insurance to be primary.

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. Insurance limits do not limit Consultant's indemnity or other liability obligations under this Agreement.

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, provided, however, that the Consultant may in its discretion assign this Agreement or any of its rights or obligations under this Agreement to any parent, subsidiary or affiliated business entity of the Consultant or in the event of a merger, acquisition, the sale or transfer of majority of the assets, or change of control, so long as it provides written notice to Authority within thirty (30) days of assignment. Additionally, 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. Consultant shall also require that all subcontractors maintain all necessary licenses and insurance and comply with all applicable laws for the type of work performed under this Agreement. 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, provided, Authority may allow, in its sole discretion, for a reduction in insurance requirements for

subcontractors if the scope of subcontractor work does not necessitate all coverages or levels of coverage.

Authority approves the following anticipated subconsultants and their performance of the tasks noted below:

Table 1 – Anticipated Subconsultants

Anticipated Subconsultant	Role	Exhibit "A" Scope of Services Tasks
Vistar Energy, Inc.	Development of Home Assessment tool	Task 1 Pilot Design & Set-up (No incremental cost for implementation phase)
FUSE Service Inc. CSLB1 #: 1052421	Eligible Measure installation services	Task 1 Pilot Design & Set-up Task 4 Implementation Task 6 Ongoing Customer Service (Warranty and Implementation)
Enso Building Solutions Inc. CSLB#: 1102528	Eligible Measure installation services	Task 1 Pilot Design & Set-up Task 4 Implementation (Implementation)
Efficient Modern Heat Pump – HVAC dba Electrify My Home CSLB #: 1070343	Eligible Measure installation services	Task 1 Pilot Design & Set-up Task 4 Implementation

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 the applicable Scope of Services, 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.

1 Contractors State License Board

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.

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 the applicable Scope of Services.

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. For Task 4 of the Scope of Services, the work will be invoiced per the pre-negotiated pricing established in this contract. All such records shall be clearly identified and readily accessible. Consultant shall provide to the Authority, or its representatives, access to such books and records upon five (5) days written notice at the Consultant's place of business during normal working hours, or electronically, and at Authority's sole expense 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. Justin Kjeldsen (Consultant Representative") shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL 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, unless prevented by applicable law.

B. Consultant shall promptly, unless prevented by applicable law, 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 and data protection 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.

F. It is understood that Authority is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq*., "Public Records Act"). If a request under the Public Records Act is made to view Consultant's designated confidential information, Authority will notify Consultant of the request and the date that such records will be released to the requester unless Consultant obtains a court order enjoining that disclosure. If Consultant fails to obtain a court order enjoining that disclosure, Authority will release the requested information on the date specified.

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 330
Sunnyvale CA 94087
Attention: Monica Padilla, Chief Executive Officer

TO CONSULTANT:

Franklin Energy Services, LLC
102 N. Franklin Street
Port Washington, WI 53074
Attn: Dean Laube

With copy to:
Corporate Counsel
102 N. Franklin Street

Port Washington, WI 53074
legal@franklinenergy.com

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 determined by the Authority but shall be not less than ten (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 thirty (30) days written notice if such cure is not completed.. The Authority Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving thirty (30) days' prior written notice to Consultant as provided herein.

Upon receipt of any notice of termination, Consultant shall immediately discontinue performance. The Authority will compensate Consultant for all unpaid, undisputed amounts due prior to the termination date. 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, plus, all unpaid, undisputed amounts due prior to the termination date. Upon termination, Consultant shall promptly 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 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, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100 *et seq*. 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.

Consultant understands and agrees that it is Authority's requirement that the Consultant, including both its assignees and subcontractors for the installation of equipment as described in "Exhibit A Scope of Services" be subject to the payment of prevailing wage and Consultant and any subcontractors, shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Consultant shall be

responsible for ensuring subcontractor/assignee compliance during the Term and shall notify Authority of any noncompliance as soon as it is discovered.

At Authority's discretion, Authority may, but is not obligated to, require Consultant to remove a subcontractor from performance of work pursuant to the Agreement if it is found to be noncompliant with this section.

Consultant hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights"), except as otherwise expressly provided by this Agreement. Consultant warrants that the services to be provided pursuant to this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party.

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, pandemics, epidemics, 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, provided the Authority will provide such written acceptance within thirty (30) days of receipt of final invoice from Consultant.

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

_____

Justin Zagunis, Director of Decarbonization Programs and Policy

RECOMMENDED FOR APPROVAL

_____
Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME
Franklin Energy Services, LLC

By: _____
Name: Grace Wu
Title: Chief Operations Officer
Date: _____

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

By: _____
Name: Monica Padilla
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

_____
Counsel for Authority

ATTEST:

_____
Authority Clerk

DRAFT

Exhibit A
Scope of Services

Silicon Valley Clean Energy Authority's ("Authority") mission is to provide clean, carbon-free electricity at competitive rates, and to work with its member communities to reduce greenhouse gas ("GHG") emissions. One key avenue for this is through customer decarbonization programs. The Authority has developed several programs roadmaps and been deploying programs since 2019. A key focus of such programs is to provide accessible financing solutions for building electrification.

While incentives and technical assistance may assist early adopters in transitioning to all-electric buildings or vehicles, the high upfront cost of electric appliance upgrades pose a significant challenge to many customers. Furthermore, a large subset of those customers do not have access to reasonable financing options, due to credit score or debt-to-income thresholds, among other requirements.

Since June 2022, the Authority has partnered with Technology and Equipment for Clean Heating ("TECH") Initiative on the design and eventual implementation of a Tariffed On-Bill ("TOB") investment pilot serving Authority's residential customers. Energy Solutions serves as the prime contractor for the TECH Initiative. Implementation of the TOB pilot hinged on approval from the California Public Utilities Commission ("CPUC") through the Clean Energy Finance ("CEF") proceeding (R.20-08-022). The CPUC has yet to issue approval to SVCE the Authority or any investor-owned utilities (IOUs). As SVCE the Authority does not have the authority to add a tariff to customer's bills, the Parties have agreed to pursue an alternative pathway to implementation. The Authority, with the support of TECH and the Consultant, has developed a plan for an Accessible Residential On-Bill Financing Pilot that incorporates the critical design principles of the originally conceived TOB pilot, including the selection of an implementer to conduct all phase of financed projects origination and customer service.

In October 2022, TECH issued a competitive solicitation for the implementer role. The Authority joined TECH in evaluation of the received proposals, including rubric grading and interviews, and the ultimate selection of the Consultant for the role of implementer ("Pilot Implementer"). Following the implementer selection, the Consultant has been under contract with TECH for the planning phase of this Pilot, which has entailed developing draft implementation and marketing plans, among other tasks. TECH will play an advisory and supporting role in the Pilot through the installation and evaluation stages, taking on the title of Pilot Advisor ("Pilot Advisor").

Therefore, Authority envisions a program that provides on-bill financing and building electrification installation services to owner and tenant-occupied single family residences, including small multifamily residences up to four units, with no central systems (hereafter referred to by the working title "Residential Accessible On-Bill Financing Pilot" or "Accessible Financing Pilot" or simply "Pilot"). Consultant will leverage its technical expertise and local experience to deliver the Accessible Financing Pilot to eligible Authority customers.

I. Overview of Accessible Financing Pilot

The Accessible Financing Pilot will provide financing and installation services for building electrification upgrades. This will include project advising and planning, building evaluations, site visits, permitting, equipment installation, and assistance with applicable third-party incentives and on-bill financing provided by the Authority. The intent of these services is to mitigate financial barriers in transitioning participating single family properties to all-electric equipment and appliances. Authority intends to demonstrate the success of such a program in the Bay Area and identify challenges and solutions for future scalability.

Table A-1 Pilot Roles & Responsibilities

Entity	Title	Role
SVCE (Authority)	**Pilot Sponsor**	• Fund investments • Hire and supervise Pilot Implementer • Lead community engagement • Support marketing & outreach • Administer on-bill charges • Manage financial & regulatory compliance • Take reasonable measures to ensure repayment of on-bill charges
Franklin Energy (Consultant)	**Pilot Implementer**	• Operational responsibility for customer acquisition, cost containment, & quality control • Hire & manage installer contractors • Handle marketing and customer acquisition • Conduct all phases of project origination, including site assessment, project scope & specifications development, permitting, financial analysis, determine OBF capital contribution • Conduct QA/QC of improvements • Manage O&M, customer service
TECH/Energy Solutions	**Pilot Advisor**	• Fund risk mitigation • Contribute implementation resources, per the financial plan • Leverage complementary TECH efforts • Contribute advisory support • Conduct M&V, administer customer savings guarantee

As the Accessible Financing Pilot is being co-delivered by Franklin Energy in SVCE's service territory, every effort has been made to only identify those costs that are incremental to delivering the core turn-key, market-rate, and domestic hot water (DHW) offerings detailed in the "Single Family Home Installation Program" ("SVCE Home Installation Program") agreement between the Consultant and the Authority dated April 12th, 2024.

A) Accessible Financing Pilot Goals and Objectives

The intent of the Accessible Financing Pilot is to develop a scalable financing solution leveraging bill savings to support electrification upgrades for underserved customer segments. The learnings from this Pilot will inform a potential future SVCE TOB offering, as well as the ongoing CPUC CEF Proceeding.

The pilot objectives in support of the Pilot goals are:

- Funding Priorities and Incentive Availability and Layering: Identifying how to leverage and layer rebate/incentive program options offers to minimize or eliminate co-payments. Customers will be first directed to participate in any no-cost or low-cost equipment programs for which they may be eligible.
- Customer Acceptance: Ability to achieve high customer participation levels
- Equitable Adoption: Expanding ability to serve disadvantaged households who are typically underserved by market-rate incentive and loan programs, while adhering to the principle of "first, do no harm"
- Targeting: Advancing customer targeting to directly engage those who would benefit most and incorporate innovative product and design strategies to lower costs by capturing system benefits
- Savings Verification and Remedy: Establishing a process for validating, one (1) year after installation of upgrades, that the measures installed, when taken as a whole, perform as designed and produce savings consistent with ex ante estimates
- Customer Protections: Testing the effectiveness of customer protection measures to financially protect the customers, including, but not limited to, equipment warranties, annual customer notifications, and a capable Program Implementer and quality assurance process for contractors
- Ratepayer risk: Assessing the cost and financial risk to ratepayers and other parties for de-risking the customer's investment

B) Service Level Expectations ("SLE")

The Service Level Expectations (SLEs) set minimum requirements for how a customer receives program services. The intent of the SLEs is to deliver timely, quality services and maintain high customer satisfaction. Consultant will track and aim to achieve the following SLEs:

1. For homes receiving a single electrification measure, install and energize equipment within 30 days of customer enrollment[2], barring Pacific Gas & Electric ("PG&E") service upgrade delays or building department-mandated delays regarding planning or building department permit review.

2 Customer enrollment is determined upon receiving the customer's signed and completed Program Participation Agreement

2. For homes receiving multiple electrification measures[3] and/or minor home repair, install and energize all equipment within 60 days of customer enrollment, barring PG&E service upgrade delays.
3. When functioning gas-fired appliances and equipment (water heater, space heater, stovetop, clothes dryer) are electrified through the program, electric replacements must be installed, functional, and operating within 48 hours of the gas appliance(s) removal.
4. Achieve 90% satisfaction rating for program services from customer surveys.

C) Accessible Financing Pilot Staffing

Consultant agrees to staff the Accessible Financing Pilot in accordance with the Staffing Plan set forth in Table A-2. Consultant will notify Authority in writing concerning proposed changes to the staffing plan, and all such changes will require the prior written consent of Authority.

Authority may (i) request Consultant conduct criminal background checks to Authority's satisfaction on all Consultant's staff that may enter customer premises, and (ii) require that any staff of Consultant that fails the background check will not be permitted to enter any customer premises.

Table A-2 Accessible Financing Pilot Staffing Plan

Staff	Role & Responsibilities
Justin Kjeldsen Regional Director jkjeldsen@franklinenergy.com	Responsible for all program delivery and client satisfaction.
Gina Melekh Director of Business Development gmelekh@franklinenergy.com	Ensures client success and satisfaction.
Melina Corona Program Manager mcorona@franklinenergy.com	Will provide program administration and delivery or equivalent level PM to be hired.
Brett Bishop Opportunity Architect bbishop@franklinenergy.com	Will contribute subject matter expertise and solution oversight.
Home Assessor (2 positions) To be hired upon contract execution	Will complete home assessments and provide technical assistance to customers

3 Multiple electrification measures includes space heating and domestic water heating.

Joel Pereda Principal, Enso Building Solutions Inc joel@enso2.net	Executive leadership in delivery of installation services as subcontractor to Franklin Energy Services.
Michael Yafasov Principal, Fuse Service Inc mike@fuseservice.com	Executive leadership in delivery of installation services as subcontractor to Franklin Energy Services.
Larry Waters President, Electrify My Home larry.waters@electrifymyhome.com	Executive leadership in delivery of installation services as subcontractor to Franklin Energy Services.

II. Accessible Financing Implementation & Delivery

The Pilot implementation phase can be subdivided into four stages: (1) start-up; (2) project origination and installation; (3) evaluation or measurement and verification ("M&V") phase; and (4) ongoing customer service. Each project will follow its own timeline for progressing through each stage. The M&V stage will commence immediately upon completion of the financed project installation and continue for approximately one year. The customer service stage will continue through the full cost recovery loan term, which may depend on the actual technologies installed, but is typically ten (10) years. The M&V remains primarily the responsibility of the Authority and Pilot Advisor, the Consultant will play a supporting role.

Table A-3 Accessible Financing Pilot Stages

Stage		Approximate Timeline	Corresponding Scope of Services Tasks
1	**Start-Up**	Q3 + Q4 2024	1 Pilot Design & Set-up
			2 Administrative Reporting
2	**Project Origination & Installation**	Q4 2024 – Q4 2025	3 Marketing & Outreach
			4 Implementation
3	**M&V**	Q1 – Q4 2026	5 M&V Support
4	**Post-Installation**	Q4 2024 – Q4 2035	6 Ongoing Customer Service
			7 New Pilot Measures

The implementation phase Scope of Services expected of the Consultant includes:

Stage 1, Task 1 Pilot Design & Set-Up (NTP + 0)

1.1 Kickoff and Check-in Meetings

Consultant will develop an agenda and lead a program kickoff meeting with Authority to review program goals and objectives, budget, timeline, and administrative processes at a mutually determined date following contract execution.

After the kickoff meeting, the Consultant will set up check-in meetings on a biweekly recurring schedule for the duration of the period of performance, unless more frequent meetings are necessary as determined by Authority. For check-in meetings, Consultant will work with the Authority's program manager(s) to determine the agenda at minimum one day prior to the meeting. Meetings will focus on program progress updates, reviewing deliverables, and determining expected milestones for the next meeting.

Task 1.1 Deliverable: Meeting agendas and meeting minutes

1.2 Provide Compliance Documentation

Consultant will provide Authority with documentation of insurance, all legally required certifications, and other requirements including for all subcontractors. If any materials are renewed or subcontractors changed, updated documents must be provided at that time, in accordance with the terms of the Agreement. Consultant will provide all subcontracts to Authority for review and approval to verify compliance with contract terms prior to execution. Major supplementary documentation developed while delivering these services must also be provided as determined by Authority. This supplementary documentation shall be defined as: executed subcontracts, technical designs, permits, photographs of installed equipment, and materials developed for Authority and Consultant use.

Task 1.2 Deliverable: Compliance documentation, including for all subcontractors

1.3 Finalize Pilot Design, Strategy, & Financial Flows

Consultant will assist Authority in finalizing the program strategy, plan, and design. Prior to program launch, Consultant will:

1. Develop a detailed pilot timeline prior to kickoff meeting.
2. Co-develop with Authority refinements to Pilot services as needed.
3. Finalize Pilot Eligible Measures List, including measures outlined in "Exhibit C Table C-4". At Authority's discretion, the Eligible Measure List may include additional measures as described in Task 7 and agreed upon by Authority and Consultant.
4. Leverage the SVCE Home Installation Program approach for procuring equipment including selecting high-quality equipment providers with strong customer ratings for selected equipment and method for securing preferential pricing and any stocking needs.
5. Finalize Pilot financial flows, including customer and Authority's payments to Consultant and subconsultants for project costs, incentives, and loan capital
6. Finalize staffing plan based on final services and pilot rollout timing.

1.4 Finalize Pilot Implementation Plan

With support from the Pilot Advisor, the Consultant will finalize the Pilot Implementation Plan for use by Authority and the Consultant. The Pilot Implementation Plan will describe in greater detail the design, implementation, and policies of the Accessible Financing Pilot, leveraging the relevant processes and details already outlined in the SVCE Home Installation Program materials. The Consultant will submit a draft of the Pilot Implementation Plan to Authority for

review and approval before finalizing. Consultant will provide written revisions and update to the Pilot Implementation Plan upon Authority request. The Pilot Implementation Plan will include the following:

1. Customer and property eligibility requirements for the Pilot
2. The terms and conditions for eligible customers to participate in the Pilot.
3. The process for enrolling customers in the Pilot, including customer journey, operational steps, and developing program referrals.
4. Eligible Measures List as outlined in Exhibit C, Table C-4, and any additional measures added as part of Task 7
5. List of third-party programs that can be co-delivered/leveraged through the Pilot, including measures and incentive amounts, and process for how they are applied for and accounted for through the Pilot.
6. Home assessment methodology including the following:
    a. List of criteria that would deem a project ineligible for planned services by equipment type or issue (e.g., water heaters in locations too small for a heat pump water heater, knob and tube wiring in home, electric service capacity issues, etc.)
    b. Testing and assessing procedures and required certifications, as appropriate.
7. Field verification standards for Eligible Measures, including handling of hazardous materials (e.g., asbestos and lead safe practices).
8. The process for getting building permits, including considerations that may be unique to particular jurisdictions.
9. The process for installing equipment, including manufacturers' and workmanship warranty documentation processes, health and safety protocols, and quality assurance.
10. The process for collecting customer payments for the Pilot services, including customer invoices and payment schedule.
11. Dispute resolution guidelines and standard procedures including processes for handling customer and/or Subcontractor issues.
12. The process for providing Pilot Progress Reports (Task 2.1) and Monthly Expense Reports (Task 2.2).
13. The mechanism and process for ensuring prevailing wage compliance for Subcontractors, including reporting and auditing capabilities for Authority.
14. The process for performing door-to-door canvassing to generate qualified leads, including standard operating procedures, scripts, and other items as directed by Authority.
15. The process for providing or making available an extended warranty for applicable mechanical equipment.

Task 1.4 Deliverable: Pilot Implementation Plan

1.5 <u>Finalize Technical Design Guidelines</u>

Building off the SVCE Home Installation Program technical guidelines, the Pilot Technical Design Guidelines will be used by Consultant to guide the development of each participating home's Project Scope of Work.

The Technical Design Guidelines will be based on the following principles:

- Maximizing decarbonization with high cost-effectiveness.
- Favoring installation and operation simplicity and reliability.
- Delivering operating cost, comfort and air quality benefits to homeowners, while mitigating adverse conditions such as noise.
- Designing for grid benefits and resilience where possible.
- Permitting requirements of the local jurisdictions; and
- Avoiding service upgrades through power-efficient, whole system design whenever possible. All pilot subcontractors will be expected to be trained on this topic.

In collaboration with Authority, Consultant will develop and maintain Technical Design Guidelines. Consultant will:

1. Draft the Technical Design Guidelines to Authority for review and approval before finalizing. Technical Design Guidelines shall, at a minimum, include the following:
    a. Installation guidelines and diagrams, if applicable, for Eligible Measures outlined in Exhibit C Table C-4, and any additional measures added as part of Task 7. Eligible Measures will also include minor home repair measures and, in some cases, energy efficiency and resilience measures.
    b. Installation guidelines and diagrams, if applicable, for approved New Program Measures, Technologies and Methods (Task 7).
    c. Home scenarios and a decision tree.
    d. Process and guidelines for decommissioning gas equipment, capping gas lines, and if appropriate or necessary coordination with PG&E to remove gas meter.
2. Provide written revisions and updates to the Technical Design Guidelines based on industry best practices, learnings from the Pilot, and any additional measures added as part of Task 7 every 12 months or as mutually deemed appropriate.

Task 1.5 Deliverable: Technical Design Guidelines

1.6 <u>Modify Home Assessment Template</u>

Consultant will modify an existing Home Assessment Template for use in conjunction with the XeroHome software platform (see "Exhibit E" for the "XeroHome Scope of Work and Payment" in the Single Family Home Installation Program Agreement) for Authority review and approval before use. This will be incremental to the work already developed for SVCE Home Installation Program. Under the Single Family Home Installation program, Vistar Energy, Inc. will provide the Consultant's team with access to XeroHome's energy analysis of approximately 154,000 individual existing single-family homes in the Authority's territory. The XeroHome energy analysis will help the Consultant's team identify energy efficiency and electrification upgrades that will lower the home's utility bills and quantify those savings. The compensation to Vistar Energy, Inc (with an NTE of $658,636 over the term of the Single Family Home Installation Program Agreement) covers all tasks and costs associated with the set-up, access, and ongoing use of the XeroHome energy analysis. Consultant will perform an in-home or virtual assessment and use the Home Assessment Template to document existing home conditions and equipment and determine measures' suitability to develop a customized Scope of Work (Task 1.7). The

Home Assessment will include the following elements regarding equipment and appliances located at the residential property:

1. An inventory of physical conditions, age, and estimated remaining lifespan(s) of equipment, appliances, and home conditions.
2. Evaluation of the condition and capacity of the existing electrical systems and recommended upgrades that may be necessary to enable the proposed measures.
3. Analysis of panel capacity for recommended measures and whole-home electrification (either meter-based or electric load calculations as needed) to ensure home can electrify on service capacity and determine appropriate approach to electrical layout.
4. Recommended locations for new electrical equipment, noting any observed space or structural constraints and possible remedies.
5. Photos and diagrams (site, equipment, etc.).

Task 1.6 Deliverable: Home Assessment Template (Excel file or screen capture).

1.7 Modify Project Scope of Work Template

In coordination with Authority, Consultant will modify the Project Scope of Work template developed for the SVCE Home Installation Program for its use in the Pilot. The Authority will review and approve before use. The Project Scope of Work will be provided by the Consultant to the participating customer and will include information necessary for the customer to understand the electrification opportunities available to them. The Project Scope of Work will be provided in electronic format, and available via paper upon customer request. Consultant will provide revisions and updates to the Project Scope of Work template upon Authority request. The Project Scope of Work template shall include the following elements:

1. Customer contact information (name, address, email, phone number)
2. Program contact information (email, phone number)
3. Recommended Eligible Measures (measure, quantity, cost)
4. Incentives (Authority and third-party rebates and incentives)
5. Financing options (Authority and third-party financing)
6. Cost (total and net of incentives)
7. Proposed workplan and timeline that will be executed if customer opts to receive services

Task 1.7 Deliverable: Project Scope of Work Template

1.8 Develop Pilot Participation Agreement

In coordination with Authority, the Consultant will draft a Pilot Participation Agreement(s) that includes terms and conditions of the Pilot and grants the Consultant and its subcontractors permission to perform activities necessary to participate in the Pilot including site visits, building evaluations, equipment installation, and evaluation, measurement and verification ("EM&V"), and on-bill financing terms and disclosures, which may be part of the Participation Agreement and may include additional documentation related to the on-bill financing. The Pilot Participation Agreement will be modified from the participation agreement developed for the SVCE Home Installation Program. The Program Participation Agreement will be developed in paper and electronic formats. The Participation Agreement shall be signed by homeowners at the time of enrollment. The Parties will develop a protocol for review of the various agreements

between the Consultant, the Authority, and the customer and related documents and Authority should have final review of such documents.

Task 1.8 Deliverable: Program Participation Agreement

1.9 Enroll in State or Local Programs

Complementary regional, state, and federal electrification incentive programs ("third-party programs") will be available during the Pilot Origination & Installation stage, including but not limited to BayREN Home+, TECH Clean CA, CA Smart Energy Homes, GoGreen Financing, and the Inflation Reduction Act ("IRA") electrification rebates. The Consultant and/or its subcontractors will have already been enrolled in these incentive programs as required by the SVCE Home Installation Program. Maximizing third-party program incentives is necessary to reduce project costs across the Accessible Financing Pilot. Some third-party programs require enrollment as a qualified contractor to be eligible for incentives. As such:

1. Consultant and/or its Subcontractors shall enroll in third-party programs as directed by Authority and provide Authority with proof of enrollment.
2. During the program term, Consultant shall complete and submit applications for third-party programs for projects completed.
3. Consultant and/or its Subcontractors shall capture incentives from third-party programs and report on funds received and net Authority costs on Monthly Expense Report.

Task 1.9 Deliverable: Proof of enrollment in other incentive programs as directed by Authority.

1.10 Setup Customer Relationship Management (CRM) System & Data Exchange

A customer relationship management (CRM) system is critical to manage the pipeline of projects in an easily searchable and reportable way and analyze program performance. Consultant shall:

1. Update the electronic customer relationship management (CRM) developed for the SVCE Home Installation Program to be used for the Pilot.
2. With Authority, jointly define all the data elements to be captured. Data elements shall include the following:
    a. Customer contact information (name, address, phone, email);
    b. Customer enrollment in the Accessible Financing Pilot and status for receiving services, including whether projects were declined by customer or infeasible with rationale and track referrals to SVCE's Home Installation Program;
    c. Scheduled Pilot activities, including date and time of site assessments, installations, inspections, etc.;
    d. Customer's Project Scope of Work and resulting job orders;
    e. Photos or diagrams of site conditions prior to installation;
    f. Equipment and measures installation costs (quoted, actual);
    g. Completed customer forms and records, including Pilot Participation Agreement, building permits, and inspection reports;
    h. Customer payments collected as shown on contractor invoicing;
    i. Installed equipment and measures (quantity, model, wattage);

j. Third-party rebate and funding sources utilized (program name, incentive amount, measure (all pending availability).
k. On-bill financing details, including loan principal, term, monthly payments, and remaining balance

Source	Measure	Constraint(s)	>50% Likelihood in 2025	Maximum
TECH	HVAC - Equity	Funding at risk Previous AC <80% AMI	$0	$1,500
	HPWH - Equity	Funding at risk <80% AMI	$0	$4,885
	HVAC - General Mkt	Funding at risk Previous AC	$0	$1,500
	HPWH - General Mkt	Funding at risk	0	$3,800
IRA HEEHRA	HVAC	For All HEEHRA items: 100% of project cost <80% AMI 50% of project cost, ≥80% AMI ≤150%	*$8,000*	$8,000
	HPWH	See Above	*$1,750*	$1,750
	Envelope/Attic	See Above	*$0*	$1,600
	Electric Wiring	See Above	*$0*	$2,500
	Panel Upgrade	See Above	*$0*	$4,000
	Actual Subtotal		*$9,750*	*$17,850*
	Capped Subtotal	$14K max, Regardless of AMI	$9,750	$14,000
IRA HOMES	35% savings: Whole House	≥80% AMI, cannot combine with HEEHRA	$4,000	$4,000
BayREN Homes+	Panel and Shell	Est value, Risk of delayed Start ≤150% of AMI	$5,000	$5,000
Equity Total		<80% AMI	**$14,750**	**$25,385**
Moderate Income Total		≥80% AMI ≤150%	**$14,750**	**$24,300**
Market Rate Total		>150% of AMI	**$4,000**	**$9,300**

l. OBF loan details such as loan term, total dollars loaned, monthly payment amounts, and remaining balance.
    i. SVCE OBF Loan: 0% interest for 10 years on entire project cost.
    ii. Capped by 80% of previous bill ≤ sum of new bill and loan payment.
3. Transfer data to Authority's Salesforce CRM. With Authority, jointly define data to be transferred and the method and frequency of the automated data transfer.
4. Data exchanges with Calpine systems for loan servicing per their preferred format, including customers charged per month.
5. Ensure data systems meet industry-standard security and that data is encrypted, at rest and in transit.

Task 1.10 Deliverable: Customer Relationship Management system and data exchange method

1.11 Start-Up Targeting Analysis

Consult and provide technical guidance on the Pilot Advisor's targeting analysis. The targeting analysis is an effort to identify potential Pilot participants based on energy usage and home type.

Task 1.1 Deliverable: N/A

1.12 Finalize Marketing, Education & Outreach Plan

Franklin will update the marketing, educated, and outreach plan ("MEO Plan") and prepare marketing materials and messaging based on results of focus groups.

Task 1.12 Deliverable: Final marketing, education, and outreach plan

Stage 1, Task 2 Administrative & Reporting (NTP + 0)

2.1 Develop and Provide Pilot Progress Reports

Consultant will provide monthly Pilot Progress Reports. Consultant will share the report findings at the biweekly check-in meeting with the Authority program manager(s). Pilot Progress Reports will include at minimum: pilot performance towards goals and objectives, successes and challenges (e.g., technical problems, implementation barriers, or customer issues, if any), and next steps.

On a regular schedule, but no less than quarterly, review SLEs and participant surveys collected by Authority to assess performance of the Pilot, Consultant and subcontractors, work completed, and recommend to Authority pilot improvements.

Task 2.1 Deliverable: Pilot Progress Report

2.2 Develop and Provide Monthly Expense Reports

Leveraging the reports developed under the SVCE Home Installation Program, the Consultant will modify a Pilot Monthly Expense Report Template for Authority review. After Authority approval of the Monthly Expense Report Template, Consultant will provide Monthly Expense Reports including all associated invoices, including by subcontractors, by a mutually determined day of the month to receive payment for services provided for the previous month. The Expense Report Template will include at minimum the following:

1. Measures installed (quantity, description, model number, cost);
2. Administration labor (task, subtask, hours, rate, total);
3. Project incentives from third-party rebate programs (program name, measure, total revenue);
4. Customer co-payments, collected by Subcontractors;
5. Project warranty costs
6. Loan capital and other on-bill financing data points
7. Total expenses for the reporting period;
8. Contingency expenses; and
9. Remaining program budget.

Task 2.2. Deliverables: Monthly Expense Report Template and Ongoing Monthly Expense Reports

2.3 <u>Manage Prevailing Wage Compliance and Documentation</u>

Consultant will be responsible for all prevailing wage compliance, including for all Subcontractors. Consultant will develop a written compliance mechanism prior to Pilot launch and abide by those terms during the contract term. Consultant shall:

1. Provide compliance verification documentation by auditing first invoice of each Subcontractor and one randomly selected invoice of each Subcontractor for each twelve consecutive months and provide reports of such audit results to Authority on a regular basis;
2. Provide auditing capabilities for Authority, including access to any third-party platforms used for compliance verification.
3. Notify Authority of any noncompliance as soon as it is discovered;
4. At Authority discretion, remove Subcontractor from program if they are found to be noncompliant.

Task 2.3. Deliverables: Ongoing Prevailing Wage Compliance Reports

Stage 2, Task 3 Marketing, Education & Outreach (NTP + 60 days, or end of data collection + 30 days, whichever is later)

3.1 <u>Marketing, education, and outreach for customer acquisition</u>

The Consultant will lead marketing, education, and outreach, consistent with the ME&O Plan formulated during the start-up stage. These responsibilities include:

1. Outreach and engagement to recruit potential Participants. Ensure marketing activities meet customer acquisition goals and result in signed Customer Pilot Participation Agreements and completed projects.
2. Collaborate with CBO outreach partners, consistent with the ME&O plan.
3. Provide customer education to achieve project goals and project implementation strategies and meet customer expectations, and provide education regarding equipment upkeep, and benefits to the individual customer and the community.
4. Conduct periodic assessments throughout the Pilot lifespan to measure comprehension, satisfaction, and effectiveness of ME&O activities. Results will inform enhancements to Pilot delivery.

For budgeting purposes, Consultant should assume that the Authority and Pilot Advisor will provide a list of customer data (email, names, phone numbers, energy usage) for customer addresses representing those customers that are most likely to realize significant bill savings from electrification retrofits, based on an analysis of customer baseline energy usage patterns.

Task 3.1. Deliverables: Monthly marketing and sales pipeline report; Pilot landing page.

Stage 2, Task 4 Project Origination & Installation

4.1 Screen, Enroll, and Educate Customers

Consultant will:

1. Intake customers leads via online interest form hosted on Authority's website. Form will allow customer to specify preferred communication method (phone, text, email).
2. Screen customer leads based on Pilot Implementation Plan (Task 1.4).
3. Respond to customers by their preferred communication channel within three (3) business days to enroll them in the program, which includes collecting eligibility verification documentation, such as income documentation, and scheduling a Home Assessment (Task 4.2).
4. Manage all customer communications in both English and Spanish by project staff. As needed, offer access to interpretation service for other priority languages (e.g., Mandarin, Cantonese, Vietnamese, and Tagalog).
5. Provide customer with educational materials on home electrification and on use and maintenance of equipment to be installed in customer's homes.
6. Where appropriate, refer customers to non-electrification programs, such as energy efficiency and home repair programs that customers may qualify for.

4.2 Perform Home Assessment, Develop Customer Project Scope of Work, Financial Plan, and Execute Pilot Participation Agreement (NTP + 90 days)

After completing Task 4.1 with the customer, Consultant will:

1. Serve as the enrolled customer's principal point of contact for the Pilot, provide ongoing support, and resolve any customer issues.

2. Perform an in-person or virtual Home Assessment in eligible customer's homes and update CRM (Task 1.10).
    a. If an electrification plan was previously produced for the customer by Authority or a third-party, the electrification plan may be used as initial guidance for the Home Assessment but should be adapted as conditions and professional evaluation dictate.
3. Estimate eligible customer's monthly bill savings and optimal electricity rate schedule
4. Using data gathered from the Home Assessment, develop a proposed Project Scope of Work that is consistent with the Technical Design Guidelines (Task 1.5).
5. Develop financial plan for funding proposed scope of work, including warranty costs, loan principle, loan term, monthly on-bill payments, and customer co-payments.
6. Incorporate tactics to maximize customer financial benefits via rate optimization, complementary incentives and tax credits, and monetization of transactable grid benefits (where available).
7. If customer is deemed not eligible for Pilot participation, potentially due to insufficient bill savings or income-qualifications, the customer will be directed to the relevant services of the SVCE Home Installation Program.
8. Deliver Project Scope of Work to customer. Consultant will offer to review the Project Scope of Work with customer to explain findings, address any questions, and begin planning any installations.
9. Provide an unsigned version of the Pilot Participation Agreement (Task 1.8) to customer for their signature.
10. Secure customer approvals and authorizations.
11. Secure Authority approvals and authorizations in accordance with the protocol identified in Task 1.8.
12. Develop installation-grade project specifications.

4.3 <u>Install Measures</u>

Upon receiving the customer's signed Program Participation Agreement, the Consultant will:

1. Oversee Subcontractor who shall apply for building permits on behalf of the customer.
2. Oversee installation and manage Subcontractors installing measures outlined in the customer's Project Scope of Work (Task 1.7)
    a. All equipment must be installed in accordance with all applicable federal, state, and local laws, building codes, manufacturer's specifications and permitting requirements.
    b. If electrical service capacity upgrade is required, Subcontractor coordinate with PG&E on service and panel upgrades.
    c. Coordinate with installing contractor to complete approved upgrades and configure device settings (thermostats and DHW settings) to reduce peak load.
    d. Consultant will notify Authority of any delays which may result in an installation start date later than 120 days from the customer's signed Pilot Participation Agreement

3. Communicate customer loan and energy savings data for on-bill cost recovery process to Authority, Pilot Advisor, and Authority's billing provider.
4. Payment process
    a. Direct customer co-pays to installation contractor
    b. Pay contractor for project costs
    c. Recover incentives from SVCE and other third-party funders.
    d. Direct SVCE loan payments to installation contractor.
5. Periodically, as mutually determined with Authority, perform quality control procedures to evaluate Subcontractors' performance and implement changes as mutually deemed appropriate.
    a. Where an inspection has been provided by the local Authority Having Jurisdiction ("AHJ,") provide inspection report, which may be used as type of quality control for that installation. Consultant shall perform site visits in 5% of homes that didn't have an inspection report and provide reports to Authority on quarterly basis.
    b. Additionally, Authority may request, upon five (5) days written notice site visits of up to 10 homes receiving services. Consultant shall participate in project site visits with the designated Authority staff member(s) at a mutually determined date.
6. Within ten (10) business days of installation, educate customer in successfully operating and maintaining the new measure(s) installed.
7. Provide customer with equipment technical manuals, equipment warranty documentation, installation warranty documentation that are supplied with the equipment by the manufacturer. Authority to pay for customer's 10-Year Warranty on select Eligible Measures, as defined in Exhibit E and priced in Exhibit C.
8. Respond to workmanship warranty calls as needed and assist customer in responding to product warranty issues, according to the warranty obtained by customer. Address all workmanship and product replacement warranty issues to reasonable customer satisfaction.
9. Provide operational management and customer service including:
    a. Protocols for addressing customer questions and complaints
    b. Protocols for administering equipment and installation warranties.
    c. Communication protocols, tools, and templates for communicating annual results to Participants.
    d. Procedures for delivering customer risk management.
    e. Procedures for assisting customers in minimizing utility bill impacts.

Task 4.3. Deliverables

- Completed project assessments, including forecasts of customer bill savings.
- Executed Customer Participation Agreement: Owner-occupier, tenant/landlord.
- Customer authorizations to access PG&E energy usage data.
- Customer signs Certificate of Completion.
- Monthly project installation reports.
- Monthly financial reports.

4.4 Conduct QA/QC of improvements (NTP + 90 days)

The Consultant shall:

1. Ensure improvements installed at Participants' properties are appropriate, cost effective, and correctly installed.
2. Manage and facilitate thorough and timely data collection for Pilot M&V studies.
3. Ensure improvements installed by Pilot Subcontractors meet Pilot requirements and are installed according to manufacturer specifications as well as local, state, and federal building codes.
4. Ensure all project information is input to the program information system.
5. Monitor communications with Participants and Pilot Subcontractors to track status of installation visits. Review requested change orders and issue and record approvals consistent with Pilot requirements. Ensure any dispute with Pilot Subcontractors is resolved and documented.
6. Adopt Pilot procedures for post-installation project quality control inspections and acceptance testing. Verify project completion and site conditions according to Program Manual.
7. Conduct post-installation inspection verifications to a sample of projects in conformance with Pilot procedures.

Task 4.4. Deliverables

- Monthly report of QA/QC outcomes
- Monthly report of customer satisfaction results, including any incidents involving conflicts or disputes Customer Service Stage

4.5 Manage Pilot Funds and Third-Party Rebates, and Customer Payments

After completing the customer's installation, Consultant will:

1. Collect customer Cost-share Payments. Pilot projects shall be paid for by the customer and Authority. Customers will have a Cost-share Payment contribution, based on a fixed cost per Eligible Measure after applicable incentives and financing are applied. The Subcontractor performing the work shall be responsible for collecting customer co-payments.
2. Submit application(s) for third-party program(s) the project is eligible for to reduce project costs. Where feasible, third-party program incentives shall be applied for by Consultant on behalf of the customer to reduce the cost of the customer's co-payment contribution.
3. Submit documentation to Authority on third-party rebate and incentive sources
4. Pay Subcontractor invoices for equipment incentives provided by Authority upon receiving Authority payments.

5. Provide Monthly Expense Reports (Task 2.2) to receive payment for Pilot services.

4.6 Provide Supporting Documentation for Completed Projects

Proper record-keeping is critical for the success of the Accessible Financing Pilot. As such, Consultant must timely and accurately make the following items available for each project in Consultant's CRM in order to receive payment for Services under this Agreement:

1. Customers' Project Scope of Work;
2. Photos, Permits, and Final Inspection Report;
3. Executed Program Participation Agreement and
4. Project Installation Data

4.7 Referral for Infeasible Scenario

If Subcontractor determines it is infeasible to install an Pilot Eligible Measure, Subcontractor will:

1. Provide information to resident, including reason why installation of Pilot Eligible Measure is infeasible.
2. If there is a local code requirement, complete future, Authority-developed, worksheet recording that site was considered infeasible for electrification and provide to customer as required.
3. Provide a referral to a qualified installer for a replacement gas unit. If Subcontractor is able to install a replacement gas unit, Subcontractor may offer this service outside the scope of this Pilot.

Stage 3, Task 5 M&V Support

5.1 M&V Support

Support the Pilot Advisor M&V team with data requests, access to customer feedback, and other analytical resources as need to support M&V process.

1. Execute standard post-install survey instrument with questions as directed by the Pilot Advisor EM&V consultants.
2. Execute 12-month post customer experience survey in consultation with the Pilot Advisor EM&V consultants.

Task 5.1 Deliverables: Executed post-install and customer experience surveys

Stage 4, Task 6 Ongoing Customer Service

6.1 Ongoing Customer Service (NTP + 90 days)

The Consultant shall:

1. Ensure enrollment paperwork and Participant data are complete, accurate, and available in real time.
2. Provide excellent customer service to all prospective and enrolled Participants over the full term of the cost recovery period.
3. Provide annual letters to Participants summarizing their annual estimated bill savings and the status of their Pilot service charges.
4. Provide welcome letters and information packets to new Participants taking occupancy of a home with a pre-existing Pilot upgrade and service charge (where applicable, as signaled by SVCE).

5. Assist Participants who may wish to prepay their service charges or roll the charges over into a mortgage or other secured financing.
6. Respond to all Participant contacts within one business day.
7. Administer adjustments to customer service charges and other customer protections, as specified in the Implementation Plan.
8. Provide professional resolution of any Participant disputes or conflicts.
9. Contract, supervise and compensate trade ally to effect repair and seek warranty reimbursement for in-scope equipment failures at zero cost to customer.
10. Quarterly: monitor customer electric usage to minimizes peak charges and overall bill impacts, in keeping with project financial models (Post hoc data analysis to be led by Pilot Advisor with Resilient Edge, supported by the Consultant's subconsultant (Greg Pfotenhauer))

Task 6.1. Deliverables:

- *Customer service data management plan*
- *Customer complaint escalation and resolution plan*
- *Pilot presentation and workshop schedule*
- *Monthly reports of customer service activities*
- *Customer complaints and resolutions, service charge adjustments, other customer protection outcomes*
- *Load management results (provided timely access to usage data).*

Stage 4, Task 7 New Pilot Measures

7.1 Prepare new Pilot Measures (NTP + 90 days)
A goal of the Pilot is to maximize bill savings to decarbonize homes and transportation in Authority service territory while providing exceptional customer experience at the lowest installation cost. To that end, the Authority and Consultant may propose new measures, technologies and methods for inclusion in the Pilot. Any new measures, technologies, or methods adopted shall be incorporated as Eligible Measures into the Pilot Implementation Plan (Task 1.4) Technical Design Guidelines (Task 1.5), and "Exhibit C Table C-4 Eligible Measures Compensation" as an executed amendment. Area of interest include at a minimum:

1.1 Energy Efficiency

1.1.1 Develop with Authority, criteria and program delivery methods for deploying low-cost energy efficiency measures such as: air sealing, targeted insulation, duct sealing, sink aerators, LED lights, etc.

1.1.2 Non-electrification, energy efficiency measures should be limited to specific homes and circumstances where they increase effectiveness of electrification equipment, decrease cost of electrification installation, or significantly improve bill savings opportunity.

1.2 EV Charging

1.2.1 Develop methods to ensure homes are capable of accepting an electric vehicle ("EV") charger with at least a 20-amp, 120 volt outlet on a dedicated circuit unless technically infeasible, such as lack of off-street parking.

1.3 Solar and Storage

1.3.1 Develop with Authority, criteria and program delivery methods for deploying solar-only and solar and storage systems where deemed appropriate with the intention of incorporating this element in the second year of the program.

1.3.2 Approaches to program delivery may include directly subcontracting with qualified solar and storage installers and/or recommending that Authority directly contract with such providers.

1.4 120 Volt Systems and Space + Water Heating Combo Systems

1.4.1 Monitor results of assessments for 120-volt water heater, space heating systems, and induction ranges.

1.4.2 Develop with Authority criteria and program delivery methods for deploying these systems as lower cost alternatives to traditional 240-volt systems under conditions that satisfy resident comfort needs.

1.5 Energy Resilience

1.5.1 Develop with Authority criteria and program delivery methods for deploying low-cost methods relevant across Authority climate zones for addressing heat wave and power outage measures which may include:

1. Heat Wave: Ceiling fans, evaporative cooling, awnings/shading, window tints, etc.
2. Power outages: oversized water heater tanks, battery enabled appliances, portable batteries and uninterruptable power supplies, etc.

1.6 Virtual Power Plant

1.6.1 Develop with Authority criteria and program delivery methods for deploying load shaping technologies such as smart thermostats and water heaters with the intention of incorporating this element on a mutually determined schedule.

1.6.2 Develop with Authority methods for aggregating grid-enabled systems into dispatchable "VPP" groups on a mutually determined schedule.

1.6.3 Incorporate storage systems into the VPP systems.

1.7 Panels and Service Capacity

1.7.1 To keep costs down, Authority seeks an approach that avoids service upgrades where possible. Identify or develop tool or process for National Electrical Code (NEC) 220.83 and/or 220.87 calculations which will assist with upgrading homes without requiring a PG&E service upgrade.

1.7.2 Develop criteria for a) service upgrades or b) panel replacements without service upgrades such as due to safety needs.

1.8 Innovations

1.8.1 Pilot technologies as mutually determined to meet program objectives including not only technologies mentioned above but circuit splitters, circuit pausers, smart panels, and other technologies as mutually determined.

1.8.2 Incorporate innovations deemed successful into Technical Design Guidelines and standard practices as mutually determined.

Task 7.1. Deliverables: New measure analysis as directed by Authority

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Exhibit B
Schedule of Performance

Consultant shall perform the Services so as to complete each task by the due date specified below. The time to complete each task may be increased or decreased by written agreement of the project managers for Consultant and Authority so long as all work is completed within the term of the Agreement.

Table B-1 Pilot Schedule

Stage	Task	Begin	Complete
1	1 Pilot Design & Set-Up	10/1/2024 (NTP + 0)	12/31/2024
2	2 Administrative & Reporting	10/1/2024 (NTP + 0)	12/31/2024
	3 Marketing, Education & Outreach	12/1/2024 (NTP + 60 days, or end of data collection + 30 days, whichever is later)	7/31/2025
	4 Project Origination & Installation	1/1/2025 (Start of S2:T3 + 30)	12/31/2025
3	5 M&V Support	6/1/2026 (End of S2:T4 + 6 months)	12/31/2026
4	6 Ongoing Customer Service	1/1/2025 (Start of S2:T3)	12/31/2035
	7 New Pilot Measures	2/1/2025 (NTP + 90 days)	12/31/2035

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Exhibit C
Compensation

In consideration of the services provided by Consultant described in Exhibit "A" Scope of Services and subject to the terms of the Agreement, Authority, shall pay Consultant based on the following fee schedule and terms:

The compensation to be paid to Consultant for all services described in Exhibit A "Scope of Services" shall not exceed a total of $ seven million eight hundred sixty-one thousand nine hundred twenty ($7,861,920) for the Term of the Agreement and as set forth in Table C-1 "Total Not-to-Exceed Compensation". Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Table C-1 "Total Not-to-Exceed Compensation" illustrates not-to-exceed (NTE) amounts for each budget category and invoicing and payment terms. Consultant is responsible for tracking expenditures and ensuring neither the not-to-exceed amounts per budget category, nor the total not-to-exceed total compensation of this Agreement are exceeded. Authority may approve in writing the transfer of funds between budget categories listed in Table C-1 provided the total compensation for Work do not exceed $ seven million eight hundred sixty-one thousand nine hundred twenty million ($7,861,920) for the Term of the Agreement, as set forth in Section 3 of this Agreement Consultant agrees to complete all Work within the amounts set forth in Section 3.

Authority will compensate Consultant based on the rates as set forth in Table C-3 "Consultant Hourly and Assessment Rates" and Table C-4 "Eligible Measure Compensation" up to the NTE amounts listed in Table C-1 "Total Not-to-Exceed Compensation" Authority will compensate Consultant the fixed price (the Cost per Unit) per Eligible Measure installed by Consultant and approved by Authority, up to the NTE amounts listed in Table C-1. Table C-4 includes the following compensation to Consultant:

- The "Compensation for Eligible Measure" set forth in Table C-4 includes all of Consultant's costs to perform installation of Eligible Measures including, without limitation, Consultant's base equipment costs, material costs, labor costs, a standard one (1) year warranty on parts and labor, and all manufacturer warranties transferred to the customer. No additional fees or charges will be required of Authority or its customers for Consultant to install the Eligible Measures listed in this Agreement.
- The "Compensation for 10-Year Extended Warranty" in Table C-4 describes compensation that Authority will pay Consultant. The terms and conditions of the "10-Year Extended Warranty" are included in this Agreement as Exhibit "E." Extended Warranty coverage shall be provided for applicable mechanical equipment on a unit by unit basis and presented with Subcontractors Scope of Work documents for the purpose of service history tracking by serial number and installation location. As such, warranties shall be procured by Subcontractors at the time when applicable equipment is procured, ensuring a full duration of coverage. Full presentment and process details shall be included in the Pilot Implementation Plan described in section 1.4.
- The "Potential Compensation for Premium Equipment Upgrade" in Table C-4 describes compensation that Pilot Customers may pay Consultant for equipment choices (e.g. color,

brand, etc.) beyond the base equipment provided with Eligible Measures if they elect to purchase this option.

Consultant understands that Consultant's receipt of compensation for under this Agreement will depend on the number of customers who opt to participate in the Program by executing Program Participation Agreements, and Consultant's satisfactory completion of invoicing activities as described in Exhibit "A". Authority makes no guarantee, express or implied, regarding the number of customers who will participate in programs covered by this Agreement. The Authority anticipates receiving supporting funds from the Pilot Advisor for implementation costs. The Consultant acknowledge that the entirety of the Agreement's not-to-exceed amount may not be available if the supporting funds do not materialize.

Consultant will subcontract with Vistar Energy Inc. for use of the XeroHome™, a software platform in support of Task 4 "Project Origination and Installation," as described in Exhibit A "Scope of Services". There are no associated costs to the Authority for use of the XeroHome software platform due to the scope of work and compensation detailed in the Single Family Home Installation Program Agreement between the Consultant and the Authority (See "SINGLE FAMILY HOME INSTALLATION PROGRAM," Exhibit "E").

The "Contingency NTE" in Table C-1 illustrates contingency funds which may be used for supplementing third-party rebates that do not materialize for the customer (e.g. rebate is rejected, or third-party rebate funds depleted), addressing customer service concerns (e.g. equipment failures outside of warranty period, minor repairs, etc.), and other items as approved by the Authority. Consultant shall provide a written request to Authority describing the requested amount and reason for requesting contingency funds for Authority approval. If approved, Consultant shall track the expenditure by categorical reason and update the Monthly Expense Reports as applicable. In no event shall Consultant have any access to or use any contingency funds without the explicit written approval of Authority. Approval of contingency funds for a one-time use does not guarantee approval for a similar use in the future. Use of contingency funds is at Authority's sole and absolute discretion.

Table C-2 "Annual Not-to-Exceed for Task 6 Ongoing Customer Service" details the annual NTE to provide comprehensive customer support, as described in Task 6 "Ongoing Customer Service," to Pilot participants through to the end of the cost recovery period (2035). The customer support costs include, at minimum:

- Labor costs assuming, on average, 60-80 minutes of customer support per year
- Administrative & reporting costs
- Cost escalation of 3% per year after 2027 through 2035
- Approximately $5,000 per year for software licenses, travel, and miscellaneous expenses

Authority will compensate Consultant based on the rates as set forth in Table C-3 "Consultant Hourly and Assessment Rates" up to the NTE amounts listed in Table C-2 "Annual Not-to-Exceed for Task 6 Ongoing Customer Service"

Invoices

Monthly Invoicing:
In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges as described in Table C-1 and as set forth in the Monthly Expense Reports (Task 2.2). For tasks that are billed as "time and materials", Consultant shall include 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, provided the Authority must provide notice of any dispute within thirty (30) days of invoice receipt. 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.

Customer Cost-share Cost Allocation
Customers will pay Consultant a "Cost-share Payment", which is based on the fixed Compensation per Eligible Measure listed in Table C-4 after applicable incentives and financing capital contributions are applied. Cost-share customers will pay Consultant the costs of "Premium Equipment Upgrade" for Eligible Measures listed in Table C-4 if they elect to purchase these.

Authority bears no responsibility for any of Consultant's cost and/or compensation to Consultant associated with Customer Cost-share Payments, or Premium Equipment Upgrade for any Pilot customers. All such compensation will remain the sole responsibility of Pilot customers who may elect to participate in the Pilot.

All Pilot customers Cost-share Payment amounts, and Premium Equipment Upgrade compensation, if applicable, will be included and clearly disclosed in each customer's Project Scope of Work and Program Participation Agreement.

Updates to Table C-4 Eligible Measures Compensation
Thirty days before the start of each calendar year, Consultant will provide Authority proposed compensation for Eligible Measures listed in Table C-4 for the subsequent year, including the percent change in compensation for each Eligible Measures from the previous year, if any. In the event that the proposed compensation adjustment exceeds the Eligible Measure

Compensation by more than 5% from the previous year, Consultant shall provide a detailed breakdown of costs including all relevant supporting documentation such as prevailing wage labor costs and material costs and must receive Authority approval in writing. Upon receipt of this documentation, Authority shall review the provided information within 10 business days. Authority may, at its discretion, approve or deny the proposed Eligible Measure Compensation exceeding 5% from the previous year. If Authority approves the higher cost, Consultant shall incorporate the updates into Table C-4 as an executed amendment to this Agreement. If Authority denies the higher cost, the existing Eligible Measure Compensation will remain in effect until both parties mutually agree.

Authority and Consultant may propose new Eligible Measures throughout the Term of this Agreement. New Eligible Measures and their compensation shall be incorporated into the Implementation Plan (Task 1.4), Technical Design Guidelines (Task 1.5), and Table C-4. In the event that the addition of new Eligible Measures require additional scope or budget, this shall be formalized in a mutually negotiated and executed amendment to this Agreement.

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Table C-1 – Total Not-to-Exceed (NTE) Compensation			
Pilot Implementation		**Estimated Budget**	**Invoicing & Payment Terms**
Stage	**Task**		
1	1 Pilot Design & Set-Up	$138,809	Monthly - invoiced based on time & hourly rates in Table C-3
	2 Administrative & Reporting	$67,214	Monthly - invoiced based on time & hourly rates in Table C-3
2	3 Marketing, Education & Outreach	$83,591	Monthly - invoiced based on time & hourly rates in Table C-3
	4 Project Origination & Installation	$661,810	Monthly - invoiced based on time & hourly rates in Table C-3
3	5 M&V Support	$7,437	Monthly - invoiced based on time & hourly rates in Table C-3
4	6 Ongoing Customer Service	$2,331,716	Monthly - invoiced based on time & hourly rates in Table C-3
	7 New Pilot Measures	$33,423	Monthly - invoiced based on time & hourly rates in Table C-3
Subtotal NTE - Pilot Implementation		$3,324,001 (includes $1.3M in PY6-PY11)	
Additional Invoiced Expenses		**Estimated Budget**	**Invoicing & Payment Terms**
SVCE Incentives		$1,032,326	Monthly – invoiced based on number of installed and approved Eligible Measures in Table C-4, as invoiced by Subconsultants
SVCE Loan Capital		$2,729,845 (Est. from 200 projects with average $12,697 capital per project)	Monthly – invoiced based on number of installed and approved Eligible Measures in Table C-4, as invoiced by Subconsultants
Project Warranties		$325,750 (Est. from 200 projects: 150 HVAC/EE and 50 HVAC/HPWH/EE/Solar/BESS)	Monthly – invoiced based on number of installed and approved Eligible Measures in Table C-4, as invoiced by Subconsultants
Subtotal NTE - Additional Invoiced Expenses		$4,087,919	
Contingency NTE		$450,000	N/A
Total NTE		**$7,861,920** (implementation, additional invoiced expenses, contingency)	N/A

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Table C – 2 Annual Not-to-Exceed for Task 6 Ongoing Customer Service		
Year	**Ongoing Customer Service Annual NTE**	**Invoicing & Payment Terms**
2025	$123,539	Monthly - invoiced based on time & hourly rates in Table C-3
2026	$329,597	
2027	$184,914	
2028	$190,444	
2029	$196,180	
2030	$202,065	
2031	$208,127	
2032	$214,371	
2033	$220,802	
2034	$227,426	
2035	$234,249	
Subtotal Ongoing Customer Service NTE	$2,331,716	

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Table C-3 Consultant Hourly and Assessment Rates				
Position	**2024 Rate**	**2025 Rate**	**2026 Rate**	**2027 Rate**
Regional Director	$195.75	$201.50	$207.50	$213.75
Product Manager	$173.00	$178.25	$183.50	$189.00
Program Manager	$162.25	$167.00	$172.00	$177.25
Operations Project Manager	$173.00	$178.25	$183.50	$189.00
Project Manager	$159.75	$164.50	$169.50	$174.50
Senior Software Engineer	$144.25	$148.50	$153.00	$157.50
Data Analyst	$134.00	$138.00	$142.25	$146.50
Database Specialist	$123.50	$127.25	$131.00	$135.00
Marketing Manager	$123.50	$127.25	$131.00	$135.00
Marketing Specialist	$97.25	$100.25	$103.25	$106.25
Engineer I	$109.75	$113.00	$116.50	$120.00
Engineer II	$129.75	$133.75	$137.75	$142.00
Principal Engineer	$164.75	$169.75	$174.75	$180.00
Energy Advisor I	$97.25	$100.25	$103.25	$106.25
Energy Advisor II	$108.25	$111.50	$114.75	$118.25
Energy Advisor III	$123.50	$127.25	$131.00	$135.00
Customer Care Manager	$118.50	$122.00	$125.75	$129.50
Central Ops Supervisor	$102.00	$105.00	$108.25	$111.50
CSR II	$86.50	$89.00	$91.75	$94.50
Project Coordinator	$84.50	$87.00	$89.50	$92.25
Assessments				
Franklin Home Assessment per assessment	$232.50	$244.00	$256.00	$269.00
A converted canvassing lead	$225.00	$236.00	$248.00	$260.00

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Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
Base Electrification Measures					
1.	Heat pump water heater (80 gallon, 240V)	$7,050.00	Per Unit	$675.00	N/A
2.	Heat pump water heater (65 gallon, 240V)	$6,350.00	Per Unit	$675.00	N/A
3.	Heat pump water heater (50 gallon, 240V)	$5,850.00	Per Unit	$675.00	N/A
4.	Heat pump water heater (80 gallon, 120V)	$7,050.00	Per Unit	$675.00	N/A
5.	Heat pump water heater (65 gallon, 120V)	$6,350.00	Per Unit	$675.00	N/A
6.	Heat pump HVAC, (ducted, inverter-driven) 2 Ton	$10,900.00	Per Unit	$1,400.00	$2,000.00
7.	Heat pump HVAC, (ducted, inverter-driven) 3 Ton	$12,300.00	Per Unit	$1,400.00	$2,250.00
8.	Heat pump HVAC, (ducted, inverter-driven) 4 Ton	$14,200.00	Per Unit	$1,400.00	$2,500.00
9.	Heat pump HVAC, (ducted, inverter-driven) 5 Ton	$17,300.00	Per Unit	$1,400.00	$2,750.00
10.	Heat pump mini-split system (Ductless, inverter-driven,) one zone	$5,750.00	Per Unit	$450.00	$2,000.00
11.	Heat pump mini-split system (Ductless, inverter-driven,) two zone	$9,800.00	Per Unit	$550.00	$2,250.00
12.	Heat pump mini-split system (Ductless, inverter-driven,) three zone	$13,400.00	Per Unit	$685.00	$2,500.00
13.	Heat pump mini-split system (Ductless, inverter-driven,) four zone	$18,435.00	Per Unit	$740.00	$2,750.00
14.	Electric induction range	$2,450.00	Per Unit	$780.00	$1,000.00
15.	Electric induction cooktop	$3,050.00	Per Unit	$720.00	$1,000.00
16.	High efficiency electric clothes dryer	$2,000.00	Per Unit	$780.00	$1,000.00
17.	Condensing combo washer-dryer	$1,000.00	Per Unit	$500.00	$1,000.00

4 Compensation to Consultant for 10-Year Warranty is mandatory per Authority's OBF Pilot requirements. The terms and conditions are included in Exhibit "E" of this Agreement and will be included in the Program Participation Agreement if applicable.
5 Compensation to Consultant for Premium Equipment Upgrade is not guaranteed because it is solely dependent on participating customer's voluntary decision on whether to purchase the premium upgrade.

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Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
Electrical Services Measures					
18.	Electric panel replacement - *Minor**	$4,850.00	Per Unit	N/A	N/A
19.	Electric panel replacement - *Moderate**	$6,850.00	Per Unit	N/A	N/A
20.	Electric panel replacement -*Major**	$9,450.00	Per Unit	N/A	N/A
21.	Service upgrade	$800.00	Per Unit	N/A	N/A
22.	Sub-panel replacement / installation	$1,600.00	Per Unit	N/A	N/A
23.	Electrical Repair Minor	$800.00	Per Unit	N/A	N/A
24.	Electrical Repair Moderate	$1,600.00	Per Unit	N/A	N/A
25.	Electrical Repair Major	$2,400.00	Per Unit	N/A	N/A
26.	Add 230 Volt Circuit (Homerun) Minor	$1,200.00	Per Unit	N/A	N/A
27.	Add 230 Volt Circuit (Homerun) Moderate	$1,600.00	Per Unit	N/A	N/A
28.	Add 230 Volt Circuit (Homerun) Major	$2,000.00	Per Unit	N/A	N/A
29.	Add 120 Volt Circuit (Homerun) Minor	$800.00	Per Unit	N/A	N/A
30.	Add 120 Volt Circuit (Homerun) Moderate	$1,200.00	Per Unit	N/A	N/A
31.	Add 120 Volt Circuit (Homerun) Major	$1,600.00	Per Unit	N/A	N/A
32.	Rare Breaker Adder Minor	$50.00	Per Unit	N/A	N/A
33.	Rare Breaker Adder Moderate	$75.00	Per Unit	N/A	N/A
34.	Rare Breaker Adder Major	$100.00	Per Unit	N/A	N/A
35.	Circuit sharing device	$3,000.00	Per Unit	N/A	N/A
36.	Circuit sharing device only (NTE)	$1,020.00	Per Unit	N/A	N/A
37.	Circuit throttling/pausing device	$3,300.00	Per Unit	N/A	N/A
38.	Circuit throttling/pausing device only (NTE)	$1,122.00	Per Unit	N/A	N/A
39.	Smart panel	$9,050.00	Per Unit	N/A	N/A
40.	Tandem breaker	$200.00	Per Unit	N/A	N/A
41.	LED Recessed Lighting Retrofit	$40.00	Per Unit	N/A	N/A
42.	LED Threaded Base Retrofit	$30.00	Per Unit	N/A	N/A

1/2024 Version 1.0

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Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
43.	LED Pin Base Retrofit	$35.00	Per Unit	N/A	N/A
44.	LED 4’ Tube Retrofit	$40.00	Per Unit	N/A	N/A
45.	LED 8’ Tube Retrofit	$50.00	Per Unit	N/A	N/A
Efficiency Measures					
46.	Attic Insulation Final R 38-44	$2.50	Per Sq Ft	N/A	N/A
47.	Subfloor or Platform Duct Sealing & Return Sizing Corrections	$1,500.00	Per Home	N/A	N/A
48.	Deeply Buried Ducts	$3.60	Per Sq Ft	N/A	N/A
49.	High Performance Installation Verification (HPIV)	$900.00	Per System	N/A	N/A
50.	HPIV Additional System	$300.00	Per System	N/A	N/A
Health and Safety Measures					
51.	CO Detector 10 year	$50.00	Per Home	N/A	N/A
52.	Smoke Detector Minor	$50.00	Per Home	N/A	N/A
53.	Smoke Detector Hardwire Minor	$150.00	Per Home	N/A	N/A
54.	Smoke Detector Hardwire Moderate	$250.00	Per Home	N/A	N/A
55.	Smoke Detector Hardwire Major	$400.00	Per Home	N/A	N/A
56.	ERV Minor	$2,000.00	Per Home	N/A	N/A
57.	ERV Moderate	$2,850.00	Per Home	N/A	N/A
58.	ERV Major	$3,600.00	Per Home	N/A	N/A
59.	Add 2" Filter HVAC Minor	$40.00	Per Home	N/A	N/A
60.	Add 2" Filter HVAC Moderate	$80.00	Per Home	N/A	N/A
61.	Add 2" Filter HVAC Major	$120.00	Per Home	N/A	N/A
62.	Add 2" Filter BOX Minor	$300.00	Per Home	N/A	N/A
63.	Add 2" Filter BOX Moderate	$500.00	Per Home	N/A	N/A
64.	Add 2" Filter BOX Major	$750.00	Per Home	N/A	N/A
65.	Fix Water Leak (exterior cladding) Minor	$600.00	Per Home	N/A	N/A

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Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
66.	Fix Water Leak (exterior cladding) Moderate	$1,000.00	Per Home	N/A	N/A
67.	Fix Water Leak (exterior cladding) Major	$1,500.00	Per Home	N/A	N/A
68.	Fix Water Leak (interior plumbing) Minor	$250.00	Per Home	N/A	N/A
69.	Fix Water Leak (interior plumbing) Moderate	$600.00	Per Home	N/A	N/A
70.	Fix Water Leak (interior plumbing) Major	$1,000.00	Per Home	N/A	N/A
71.	Fix Drainage Gutters & Downspouts Minor	$500.00	Per Home	N/A	N/A
72.	Fix Drainage Gutters & Downspouts Moderate	$1,000.00	Per Home	N/A	N/A
73.	Fix Drainage Gutters & Downspouts Major	$1,500.00	Per Home	N/A	N/A
74.	Pest Infestation Remediation Minor	$500.00	Per Home	N/A	N/A
75.	Pest Infestation Remediation Moderate	$1,500.00	Per Home	N/A	N/A
76.	Pest Infestation Remediation Major	$3,000.00	Per Home	N/A	N/A
77.	Asbestos Abatement Minor	$4,000.00	Per Home	N/A	N/A
78.	Asbestos Abatement Moderate	$8,000.00	Per Home	N/A	N/A
79.	Asbestos Abatement Major	$12,000.00	Per Home	N/A	N/A
80.	Mold Remediation Minor	$500.00	Per Home	N/A	N/A
81.	Mold Remediation Moderate	$1,500.00	Per Home	N/A	N/A
82.	Mold Remediation Major	$3,000.00	Per Home	N/A	N/A
83.	Remove Knob and Tube wiring	$350	Per Junction	N/A	N/A
84.	Debris Removal Minor	$400.00	Per Home	N/A	N/A
85.	Debris Removal Moderate	$800.00	Per Home	N/A	N/A
86.	Debris Removal Major	$1,500.00	Per Home	N/A	N/A
87.	Moving Person Items Minor	$400.00	Per Home	N/A	N/A
88.	Moving Person Items Moderate	$800.00	Per Home	N/A	N/A
89.	Moving Person Items Major	$1,200.00	Per Home	N/A	N/A
Structural Remediation Measures					

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Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
90.	Roofing Repair Minor	$800.00	Per Home	N/A	N/A
91.	Roofing Repair Moderate	$2,000.00	Per Home	N/A	N/A
92.	Roofing Repair Major	$4,000.00	Per Home	N/A	N/A
93.	Exterior Door Replacement Minor	$1,500.00	Per Home	N/A	N/A
94.	Exterior Door Replacement Moderate	$2,500.00	Per Home	N/A	N/A
95.	Exterior Door Replacement Major	$3,000.00	Per Home	N/A	N/A
96.	Whole House Air Sealing Minor	$750.00	Per Home	N/A	N/A
97.	Whole House Air Sealing Moderate	$2,000.00	Per Home	N/A	N/A
98.	Whole House Air Sealing Major	$4,000.00	Per Home	N/A	N/A
99.	Whole House Weather Stripping Minor	$500.00	Per Home	N/A	N/A
100.	Whole House Weather Stripping Moderate	$750.00	Per Home	N/A	N/A
101.	Whole House Weather Stripping Major	$1,000.00	Per Home	N/A	N/A
102.	Window Replacement Minor	$1,250.00	Per Home	N/A	N/A
103.	Window Replacement Moderate	$1,600.00	Per Home	N/A	N/A
104.	Window Replacement Major	$2,000.00	Per Home	N/A	N/A
105.	Drywall Repair Minor	$400.00	Per Home	N/A	N/A
106.	Drywall Repair Moderate	$800.00	Per Home	N/A	N/A
107.	Drywall Repair Major	$1,200.00	Per Home	N/A	N/A
108.	Plaster Repair Minor	$600.00	Per Home	N/A	N/A
109.	Plaster Repair Moderate	$1,200.00	Per Home	N/A	N/A
110.	Plaster Repair Major	$1,800.00	Per Home	N/A	N/A
Air Quality Remediation Measures					
111.	Media Filter Upgrade Minor	$150.00	Per Home	N/A	N/A
112.	Media Filter Upgrade Moderate	$200.00	Per Home	N/A	N/A
113.	Media Filter Upgrade Major	$300.00	Per Home	N/A	N/A
114.	Kitchen Vent Hood Replace Minor	$200.00	Per Home	N/A	N/A

1/2024 Version 1.0

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Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
115.	Kitchen Vent Hood Replace Moderate	$300.00	Per Home	N/A	N/A
116.	Kitchen Vent Hood Replace Major	$400.00	Per Home	N/A	N/A
117.	Kitchen Vent Hood New Minor	$600.00	Per Home	N/A	N/A
118.	Kitchen Vent Hood New Moderate	$800.00	Per Home	N/A	N/A
119.	Kitchen Vent Hood New Major	$1,000.00	Per Home	N/A	N/A
120.	Bathroom Fan Replacement Minor	$400.00	Per Home	N/A	N/A
121.	Bathroom Fan Replacement Moderate	$600.00	Per Home	N/A	N/A
122.	Bathroom Fan Replacement Major	$800.00	Per Home	N/A	N/A
123.	Bathroom Fan New / Nonexisting Minor	$700.00	Per Home	N/A	N/A
124.	Bathroom Fan New / Nonexisting Moderate	$900.00	Per Home	N/A	N/A
125.	Bathroom Fan New / Nonexisting Major	$1,100.00	Per Home	N/A	N/A
126.	Exterior Vent Installation Minor	$700.00	Per Home	N/A	N/A
127.	Exterior Vent Installation Moderate	$900.00	Per Home	N/A	N/A
128.	Exterior Vent Installation Major	$1,100.00	Per Home	N/A	N/A
HVAC Optimization Measures					
129.	Ductwork Repair Minor	$300.00	Per Home	N/A	N/A
130.	Ductwork Repair Moderate	$600.00	Per Home	N/A	N/A
131.	Ductwork Repair Major	$900.00	Per Home	N/A	N/A
132.	Ductwork Replacement	$500.00	Per Home	N/A	N/A
133.	Smart Thermostat Minor	$105.00	Per Unit	N/A	N/A
134.	Smart Thermostat Moderate	$225.00	Per Unit	N/A	N/A
135.	Smart Thermostat Major	$342.00	Per Unit	N/A	N/A
136.	New / Replacement Line Set Minor	$400.00	Per Home	N/A	N/A
137.	New / Replacement Line Set Moderate	$650.00	Per Home	N/A	N/A
138.	New / Replacement Line Set Major	$900.00	Per Home	N/A	N/A
139.	Sheet Metal Fabrication Minor	$400.00	Per Home	N/A	N/A

1/2024 Version 1.0

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Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
140.	Sheet Metal Fabrication Moderate	$650.00	Per Home	N/A	N/A
141.	Sheet Metal Fabrication Major	$900.00	Per Home	N/A	N/A
142.	Low Resistance Register Grilles Minor	$400.00	Per Home	N/A	N/A
143.	Low Resistance Register Grilles Moderate	$650.00	Per Home	N/A	N/A
144.	Low Resistance Register Grilles Major	$900.00	Per Home	N/A	N/A
145.	New Register Cut In (per each)	$275.00	Per Home	N/A	N/A
146.	Attic Infrastructure (bringing up to code) Minor	$900.00	Per Home	N/A	N/A
147.	Attic Infrastructure (bringing up to code) Moderate	$1,600.00	Per Home	N/A	N/A
148.	Attic Infrastructure (bringing up to code) Major	$2,800.00	Per Home	N/A	N/A
149.	Attic Hatch Retrofit Minor	$450.00	Per Home	N/A	N/A
150.	Attic Hatch Retrofit Moderate	$600.00	Per Home	N/A	N/A
151.	Attic Hatch Retrofit Major	$750.00	Per Home	N/A	N/A
	Heat Pump Water Heater Optimization Measures				
152.	Water Heater Duct In Minor	$600.00	Per Home	N/A	N/A
153.	Water Heater Duct In Moderate	$750.00	Per Home	N/A	N/A
154.	Water Heater Duct In Major	$900.00	Per Home	N/A	N/A
155.	Water Heater Enclosure Minor	$400.00	Per Home	N/A	N/A
156.	Water Heater Enclosure Moderate	$500.00	Per Home	N/A	N/A
157.	Water Heater Enclosure Major	$600.00	Per Home	N/A	N/A
158.	Water Heater Relocation Minor	$900.00	Per Home	N/A	N/A
159.	Water Heater Relocation Moderate	$1,600.00	Per Home	N/A	N/A
160.	Water Heater Relocation Major	$2,800.00	Per Home	N/A	N/A
Permitting Fees (w/ HERS verification included)					
161.	1st Unit	$750.00	Per Home	N/A	N/A
162.	Additional Unit(s)	$300.00	Per Home	N/A	N/A
Market Rate Contractor Site Visit Consultation					

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1/2024 Version 1.0

Table C-4 Eligible Measures Compensation					
#	Eligible Measure	Compensation for Installed Measure	Unit of Measure	10-Year Warranty Cost[4]	Potential Compensation for Premium Equipment Upgrade[5]
Prices in this table are specific to San Mateo and Santa Clara Counties and Los Banos					
163.	2-hour Virtual	$247.00	Per Home	N/A	N/A
164.	4-hour On-Site	$494.00	Per Home	N/A	N/A
165.	8-hour On-Site	$988.00	Per Home	N/A	N/A

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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 $3,000,000 per occurrence and $5,000,000 aggregate for bodily injury and property damage.
ISO occurrence Form CG 0001 or equivalent is required. Such general liability coverage requirements may be fulfilled by Consultant's primary and/or umbrella or excess liability policies.

(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, hacking or unauthorized breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least $5,000,000 US per claim.

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Exhibit E
10-Year Warranty

The Service Contract as inserted below illustrates sample terms and conditions for extended service and repair of Eligible Measures for a term of ten years following equipment installation ("10-Year Warranty"). Within 90 days of contract execution, Consultant will provide Authority with updated terms and conditions for the 10-Year Warranty for all Eligible Measures which have a "Potential Compensation for 10-Year Warranty" as listed in "Exhibit C, Table C-4". Upon Authority approval, the updated terms and conditions of the 10-Year Warranty shall be formalized in an executed amendment to this Agreement. The 10-Year Warranty shall be provided to participating customers in the Program Participation Agreement, if applicable.

The following are the T&Cs from a sample warranty service contract that will be similar to the warranty offered in the Pilot, but not necessarily from the final vendor. Page 1 is the cover page.

PREMIUM PROTECTION PLAN: SERVICE CONTRACT

PREMIUM PROTECTION PLAN: SERVICE CONTRACT

PREMIUM PROTECTION PLAN: SERVICE CONTRACT

PREMIUM PROTECTION PLAN: SERVICE CONTRACT

PREMIUM PROTECTION PLAN: SERVICE CONTRACT

PREMIUM PROTECTION PLAN: SERVICE CONTRACT

PREMIUM PROTECTION PLAN: SERVICE CONTRACT

purchase price. Those provisions apply only to the one-time purchase of the Service Agreement. We may not cancel this Agreement once it has been in effect for all consecutive days, except for the following reasons: ... failure to pay the service agreement purchase price. ... No agreement holder may cancel due to a claim which results from repairs to the service required under this Agreement, discovery of a pre-existing condition specified on Your purchase of this Agreement or obtaining service. The discovery of an old or defective, or the necessity of any component for which is not covered by this Agreement, or obtaining service for repairs not specified under the Service Agreement or A. does not change the nature or extent of the covered services under the Service Agreement, which occurs after the purchase of this Agreement, and is due solely and materially to causes that were not reasonably foreseen that contemplated at the time of purchase. If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the gross purchase price. After receipt of each Product covered under this Service Agreement, the remaining gross purchase price will be refunded to the original retail purchaser or recipient for such Product, after they no longer own the Product. Under no circumstances will a refund be issued for a Product that has been replaced under this Service Agreement. The Service Agreement is transferable one time to a subsequent owner of the Product, provided that the transfer occurs within thirty (30) days after the original purchase date. We will not be liable for any damages or losses caused by such transfer. At least seven (7) days prior to cancellation, We may terminate this Service Agreement for non-payment of the purchase price. We will not be liable for any damages or losses caused by such termination. We will not be liable for any damages or losses caused by such termination. We will not be liable for any damages or losses caused by such termination

Exhibit F
Confidentiality and Data Security 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 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, officers, directors, employees, agents, advisors, and consultants (collectively "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. Without limiting Consultant's obligation of confidentiality as further described herein, Consultant shall be responsible for establishing, maintaining, and providing a written description to Authority of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the Authority's Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Data; (c) protect against unauthorized disclosure, access to, or use of the Data; (d) ensure the proper disposal of Data; and, (e) ensure that all employees, agents, and subcontractors of Consultant, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program used to protect Data be less stringent than the safeguards used by Consultant for its own data. If the services include handling credit card information, then the Consultant shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Consultant agrees and warrants that it is responsible for the security of "cardholder data" that Consultant possesses, stores, processes or transmits on behalf of the Authority, and for any impact on the security of Authority's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the services. No less than annually, Consultant shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to Authority. The required audit shall be a SAS-70 (or successor standard) compliant audit, and Consultant shall provide the audit findings in the form of an SAS-70 Type II report.

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. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of the Authority's Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of the Data, Consultant shall, as applicable: (a) notify Authority as soon as practicable but no later than seventy-two (72) hours of becoming aware of such occurrence; (b) cooperate with Authority in

investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Authority; (c) in the case of Confidential Information, at Authority's sole election, (i) notify the affected individuals who comprise the Confidential Information as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Authority for any costs in notifying the affected individuals; (d) in the case of Confidential Information, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the Confidential Information for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) be responsible for recreating lost Data in the manner and on the schedule set by Authority without charge to Authority; (g) provide to Authority a detailed plan within ten (10) calendar days of the occurrence describing the measures Consultant will undertake to prevent a future occurrence and (h) upon conclusion of the occurrence, or at Authority's request, provide to Authority a comprehensive summary of the occurrence, including reason for occurrence, details of occurrence, how occurrence was addressed and any other information required by Authority, which shall be executed by Consultant and may be relied upon by Authority as a true and accurate account of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Consultant's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Consultant has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Consultant. This Section shall survive the termination of this Agreement.

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 promptly 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. 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.

DRAFT

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 4

Item 4:	**Provide Feedback on the Fiscal Year 2024-25 Proposed Operating Budget, Staff Benefits Update, and Proposed Reserve Policy Targets**
From:	Monica Padilla, CEO
Prepared by:	Amrit Singh, CFO and Director of Administrative Services Karen Chang, Manager of Finance
Date:	8/14/2024

RECOMMENDATION

In preparation for adopting the budget in September 2024, Staff recommends that the Board of Directors provide feedback on the fiscal year (FY) 2024-25[1] Proposed Operating Budget ("Proposed Budget") which includes at a high level the following:

1. Projects depositing $14.0 million into the reserves;
2. Updates SVCE's staff benefits;
3. Maintains a four-percent (4%) discount to PG&E's rates; and
4. Updates the Reserve Policy[2] increasing the Target for Days Cash on Hand (DCOH) from 300 to 350 and the Maximum DCOH from 490 to 500.

FINANCE AND ADMINISTRATION, EXECUTIVE COMMITTEE & BOARD REVIEWs

At the May 13, 2024, Finance and Administration Committee ("Committee") meeting and the June 12, 2024, Board of Directors meeting, staff presented the methodology, framework, and key assumptions for developing the Proposed Budget and responded to the Committee's and Board members' questions on the approach to developing the budget.

Staff discussed the high volatility in the energy markets and very high prices for Resource Adequacy (RA), Renewable Portfolio Standard (RPS), and Carbon Free (CF) products, which added additional uncertainty to budget projections. Staff also discussed that, like the last fiscal year, the prices that the California Public Utilities Commission (CPUC) will establish for RA and RPS in the Market Price Benchmarks (MPBs), issued in the fall and used to set PCIA[3] rates will substantially impact the budget. Pacific Gas and Electric (PG&E) is advocating that the CPUC use last year's MPB RA prices instead of the higher levels observed in the market. Staff proposed using last year's RA and RPS MPB prices for this initial budget and updating the budget in December to incorporate the final CPUC-published MPB prices.

Staff also presented an analysis of leasing an office building versus buying a building to the Executive Committee at its June 28, 2024, meeting. Staff discussed potential future office space needs and proposed a

[1] The fiscal year 2024-25 starts on October 1, 2024, and ends on September 30, 2025.
[2] SVCE's Financial Reserves Policy can be found here: FP9 Financial Reserves Policy
[3] Public Utility Code Sections 366.1 and 366.2 require the CPUC to make sure that customers leaving PG&E do not burden remaining PG&E customers with costs that were incurred to serve them. To ensure customer indifference, CCAs and Direct Access or departing load customers are required to pay a power charge indifference adjustment (PCIA).

plan to lease office space in the near term and revisit the option to purchase in about 4 years. The Executive Committee unanimously concurred with the staff's recommendations.

Staff presented the Proposed Budget to the Finance and Administration Committee on August 6, 2024. The Committee voted unanimously to recommend that the Board of Directors approve the staff's Proposed Budget along with the proposed updates to staff benefits and reserves policy target thresholds. The Committee commented that it's an opportune time to hire talent, especially from the technology sector. The Committee also discussed providing more than 240 hours of employee parental leave benefit but concurred with the staff's recommendation of increasing it from 120 hours to 240 hours. The Committee noted that this change is moving in the right direction, employees can further supplement parental leave with accrued paid time off (PTO), and employees who give birth to children are also eligible for short-term disability.

ANALYSIS & DISCUSSION

The FY 2024-25 Proposed Operating Budget, shown in Attachment 1, is balanced and presents Silicon Valley Clean Energy (SVCE) in a stable financial condition. The projected balance available for reserves of $14.0 million is a decrease of $98.6 million below the $112.6 million presented in the FY 2023-24 Mid-Year Budget.

Energy Revenues

The Proposed budget shows a decrease in revenues of $111.8 million compared to the FY 2023-24 adjusted mid-year budget. The revenue decrease is primarily due to a forecasted increase in 2025 PCIA of about 178 percent (from 1.05 cents/kWh to 2.92 cents/kWh) and a drop in the 2025 PG&E generation rate of about 14 percent on average (from 16.00 cents/kWh blended average 2024 rate to 13.76 cents/kWh) because of declines in forward energy prices. From the mid-year budget update, the energy prices for the calendar year 2024[4], which are used to calculate the MPB, are down about 23%, and the forward prices for the calendar year 2025 are down, on average, about 9%. The significant increase in PCIA combined with a drop in PG&E generation rates reduces SVCE margins by 28 percent on average for 2025.

Staff used the CalCCA's NewGen Strategies & Solutions Model to forecast PCIA and PG&E generation rates with updated energy market prices after calibrating it with PG&E's May Energy Resource Recovery Account (ERRA) forecast of 2025 rates. As discussed at the June Board meeting, given the high uncertainty in prices the CPUC will establish for RA and RPS prices when adopting the MPB in the fall, staff used last year's MPB prices for RA and RPS and updated the energy price assumptions consistent with those used to develop the FY2024-25 budget. Like last year, RPS prices and RA costs are highly volatile compared to the past, creating an additional layer of uncertainty in forecasting PCIA and PG&E generation rates. Staff estimates that if the CPUC continued its methodology for establishing RA and RPS MPBs, these MPBs would be much higher than last year's.

Unlike energy prices, where there are readily available market-traded forward prices, the RA and RPS prices used in the PCIA and PG&E generation rate calculations are based on CPUC's derived MPBs, published later in the fall. It's challenging to forecast the CPUC's MPB prices because CPUC calculates them using a volume-weighted average of load-serving entities' (LSE) market transactions, which can span forward transactions entered by the LSEs during the prior two years. While energy prices have declined, RA and RPS prices have continued to increase. SVCE's estimates of MPBs for RA and RPS are much higher than last year's MPBs[5]. For example, staff's estimate for 2025 forecast RPS MPB is about $62 MWh, and last year's forecast MPB was $31.73 per MWh. Because these MPB prices will significantly impact PCIA, PG&E is actively advocating that the CPUC use last year's forecast RA price to keep PCIA at a much higher level. In computing SVCE's power supply costs, staff computed the open RA and RPS position costs at current market prices. Holding for other variables, this disparity in RA and RPS prices used for projecting costs versus PCIA and PG&E generations rate

[4] Calendar year 2024 calculation includes actuals for past months and forwards for future months.

[5] SVCE's estimate for 2025 forecast RA MPB is about 120% higher than last year's 2024 forecast MPB, SVCE's 2024 estimate for final RPS is about 58% higher than last year's forecast 2024 RPS, and SVCE's 2025 forecast RPS is about 95% higher than last year's 2024 forecast RPS.

tends to make the budget forecast conservative**.** Using staff's estimate for RA and RPS MPBs in the NewGen model, the fiscal year 2024-25 revenues would be about $145 million higher for illustrative purposes.

PG&E's forecast of 2025 rates in the ERRA filing made in May 2024 shows a higher PG&E Generation Rate of ~13.95[6] cents/kWh to 14.39 cents/kWh (based on two proposed methodologies for allocating common costs) and a PCIA of 2.51 cents/kWh to 2.79 cents/kWh. PG&E's filing, however, is based on results using market prices in late March 2024, and market prices have decreased since then. Based on the ERRA filing schedule, PG&E will update its rate forecast in early fall, and the CPUC is expected to approve new rates in late December.

To test the accuracy of the NewGen model, staff calibrated the model to PG&E's forecast using the same period market data PG&E used in developing its 2024 rate forecast. The calibration shows that the model results generally align with PG&E's forecast.

Given the uncertainty on MPBs that CPUC will establish in the fall and PG&E's update of its generation rates and PCIA using the MPBs, staff recommends that SVCE update the revenue projections in December 2024 when there's more certainty on the 2025 PCIA and PG&E generation rates. Between now and when the rates are finalized, market prices will change, which can create less or more favorable results.

The Proposed Budget continues the current 4 percent overall discount relative to comparable PG&E generation rates for all customers. It provides an additional dollar bill credit to CARE & FERA customers (~26,500) that, in the aggregate, is equivalent to a 1 percent discount for all customers. This amounts to $4.4 million after the delivery of 12 monthly bill credits of ~$13.85 for each enrolled customer. The budget shows the bill credits as a separate cost item.

The Proposed Budget continues to reduce revenues to account for potential write-offs for unpaid bills that could occur. SVCE's proposed revenues include a 0.75% write-off rate, or roughly $3.3 million.

Power Supply Expenses

The forecasted power supply expenses for FY2024-25 are higher by about $22 million relative to the mid-year budget for FY2023-24. This increase is primarily driven by increased costs for clean energy resources and a projected increase in load of 1.6%, partially offset by lower forward energy market prices.

The forecast expenses are lower than the mid-year budget forecast for FY2024-25, primarily due to a decrease in energy market prices and a decrease in the clean portfolio target from 100 to 90%. The cost of carbon-free attributes has risen to above $30/MWh. Additional Power Purchase Agreements (PPAs) coming online also further reduce costs.

Reserves Policy Target Levels

At the June 12th, 2024, Board of Directors meeting, staff presented the results of the stress test analyses. Staff discussed the need to hold sufficient reserves to ensure SVCE can withstand risks such as those modeled in the analyses. The stress test modeled a collapse in energy, RA, and RPS prices that substantially reduce revenues, models a one-time cash draw equivalent to the two highest months of procurement under the low-price scenario as a proxy for business operating and regulatory risks, and increased customer bad debt to 1 percent of revenues. Staff has since updated the stress test scenario analysis with portfolio data consistent with those used to develop the proposed budget. Staff did not refresh the market prices because prices are generally comparable to the original stress-test assumptions. The more significant driver of results is uncertainty surrounding CPUC's adoption of RA and RPS prices for MPBs. Given limited market data for these products, staff used the original stress test numbers. Staff also corrected the original stress test analyses for some modeling errors discovered when updating the results.

[6] The rates shown in this report are SVCE load-weighted average rates.

As shown in the table below, the new implied targets, derived using the methodology discussed in the stress test analysis, are higher than the current targets. The method of deriving the targets is to set the target level such that if the modeled stress scenario were to occur, the DCOH would remain above 120 for the next two fiscal years and set the upper reserve target such that it would stay above 90 DCOH over the next five fiscal years.

Reserve Targets (DCOH)	Current	Implied Targets	Proposed
Minimum	120	120	120
Goal (Target)	300	342	350
Maximum (Upper Target)	490	713	500

Staff recommends increasing the target reserves to 350 DCOH, given the considerable market price uncertainty, especially for RA and clean energy resources. This level also aligns with the credit rating agency's guidance that DCOH in excess of 300 is viewed as positive for credit ratings. Staff does not recommend the higher maximum implied target from the analyses but recommends rounding the upper target to 500 DCOH.

The higher implied targets result from conservative RA and RPS price assumptions. Staff will work with brokers and other market participants to gather more market data for RA and RPS products and continue to assess the ability to stochastically model these prices similarly to the modeling of energy prices. Staff monitors the variability in financial results almost every week and can quickly recommend any strategic policy changes to the Board. The proposed upper limit provides sufficient headroom to manage financial reserves without setting it too high, where it can limit SVCE's advancement of its mission. A redlined version of the reserve policy reflecting the proposed new targets is shown in Attachment 2.

Operating Expenses

Operating expenses are expected to grow in the proposed budget, increasing by $4.3 million from the FY2023-24 adjusted mid-year budget, including an overall 5 percent contingency, which amounts to about $1.75 million embedded in all operating expense category increases.

The increase in projected operating expenses is due to:

1. Data Management

   The Current Data Management vendor contract will expire by the end of 2024. Staff has issued vendors a Request for Proposals (RFP) for a new contract. The budget accounts for a potential increase in Data Management fees, including for services that may be added to the scope of the new Data Management services contract.

2. PG&E Fees

   Staff is expecting a modest increase due to inflation starting in 2025 for a new contract. The proposed budget reflects an increase for nine months in 2025.

3. Personnel Expenses

   Personnel expenses are expected to increase by $2.5 million. Of the increase in personnel costs, $1.8 million is from lower vacancy savings than the Mid-Year budget, which was partially based on actual vacancy rates as opposed to the 5 percent annual vacancy rate assumed in the proposed budget. SVCE continues to work to fill positions and anticipates full staffing by the end of the calendar year but utilizes a 5% long-term vacancy rate in the personnel budget. The budget includes a 3.0% cost-of-living adjustment to salaries, based on a trailing six-month average for the Bay Area CPI, which adds $363 thousand in additional cost and a 3% average merit increase, as determined by management during the upcoming

annual review process, which contributes another $363 thousand in cost increases. The budget proposes no increase in headcount. The current focus is to fill the remaining vacancies and comprehensively assess overall organizational staffing needs. This report includes proposed salary tables (Attachment 3) and organization charts (Attachment 4).

4. Professional Expenses

   Overall, Professional Expenses increased by about $1.16 million. These primarily resulted from anticipated increases in vendor contracts fees, including those from recently board-approved contracts, membership fees, legal fees, and IT support and services, including enhancements in cybersecurity. The increase also accounts for Human Resources support, including external recruiting and adding new modules to the Human Resources Information System to consolidate payroll, performance review, and employee learning tools into a single platform to improve effectiveness and efficiency.

5. Marketing and General and Administrative

   These expenses increased by about $218 thousand, primarily from increased hardware, travel, training, and anticipated conference fees.

Updates to Employee Benefits

Staff recommends minimal employee benefit updates to remain competitive in the labor market. Staff proposes adding Cesar Chavez Day, celebrated by most of our member agencies and other CCAs, as an SVCE-approved holiday. The proposed changes include extending parental leave to 240 hours from 120 to better align with peer agencies, bereavement leave to 5 days from 3 days to align with state compliance, and a $500 one-time stipend for remote work setup, which was offered during COVID, to now be an ongoing benefit for new employees and to those who did not receive the benefit after its expiration. A redlined version of the staff benefits summary with these proposed updates is shown in Attachment 5.

Programs Budget

SVCE will continue incorporating projected programs spending over the 5-year forecast period into the reserve balance projections and forecasting the ending net position as shown in the 5-year financial forecast in Attachment 6. For this coming fiscal year, programs spending is projected to be $30.1 million, with an additional $825 thousand in CRCR[7] spending, and $850 thousand in E-Elec (all electric) rate discounts.

The proposed budget transfers an additional $8.8 million, two percent of projected revenues, $3.7 million from the PG&E nuclear allocation savings, representing the portfolio's savings from accepting the allocation, and $1.8 million for the Hanford Hybrid Plant Emissions Mitigation Guidelines, which the Board approved in May 2024.

Non-Operating Revenues

The proposed budget expects non-operating revenues to grow by about $3.4 million from the FY2023-24 adjusted midyear budget. This increase reflects the increase in interest earned on the growing reserve balance.

Non-Operating Expenses

The proposed budget expects non-operating expenses to increase by about $21 thousand from the FY2023-24 adjusted midyear budget. The increase reflects the newly CPUC-adopted method for Provider of Last Resort (POLR) collateral calculations and the bank fees associated with its respective Financial Security Requirement (FSR) posting amount.

[7] CRCR, the ~$10 million Customer Relief and Community Resilience Program, was established in 2020 to provide COVID credit payments to income-qualified customers as bill assistance, support local workforce training, and fund resiliency planning and capital expenditures at SVCE member cities.

Office Building Initial Capital

Staff proposed an overall strategic direction on leasing or buying a new office building to the Executive Committee at its June 28th, 2024, meeting. SVCE's current lease runs through September 2025. Before the current lease expires, staff must finalize a new lease or purchase an office building to allow enough time for renovation and office move.

The Executive Committee unanimously agreed with the following staff proposal:

- Enter a 3-to-5-year lease with a target start date of October 2025
- Seek 11,000 to 14,000 square feet of a Class A building located within SVCE's service territory
- If the start date of the new lease is after October 2025, authorize an extension of the current lease for up to 6 months

The actual lease and terms will be brought to the Board for consideration and approval in a closed session before the end of 2024. Initial estimates show roughly $1 million for renovation, including furniture costs. This cost has been included in this proposed budget as a capital expense. Staff also included an estimated high-level rental price for a new lease in the budget. The 5-year budget projection assumes a building purchase in the fiscal year 2028-29.

STRATEGIC PLAN

The recommendation supports all goals of the board's adopted strategic plan. Specifically, the recommendations strongly support Goal 19 - "Commit to maintaining a strong financial position" and the accompanying Measure, "Present balanced budget that achieves cash reserve targets, weighs tradeoffs between customer value proposition and contribution to reserves and maintains competitive rates."

ALTERNATIVE

Staff is open to feedback and suggestions from the Board. At a strategic level, the Board can change the discount to comparable PG&E rates, reduce the carbon-free and renewable power supply percentages, and cut the program expenditures.

Considering any of the above options requires an extensive policy-level discussion. The board can consider them while finalizing SVCE's strategic priorities during the coming months and revisit the customer discount rate when actual PCIA and PG&E generation rates are known. Given a sufficient projected reserve balance that maintains SVCE's stable financial condition, staff does not recommend any specific reductions.

FISCAL IMPACT

The FY 2024-25 Proposed Operating Budget includes total revenues of $441 million and total expenses, non-operating revenues, and transfers of $427 million, resulting in a surplus/contribution to reserves of $14.0 million.

ATTACHMENTS

1. FY 2024-25 Proposed Operating Budget
2. Updated Financial Reserves Policy
3. FY 2024-2025 Proposed Salary Table
4. FY 2024-2025 Proposed Organization Chart
5. FY 2024-2025 Proposed Benefit Summary
6. 5-year Financial Forecast

Attachment 1

SILICON VALLEY CLEAN ENERGY
FY 2024-25 OPERATING BUDGET
($ in thousands)

DESCRIPTION	FY 2023-24 MID-YEAR ADJUSTED BUDGET	FY 2024-25 PROPOSED BUDGET	Change $	Change %
ENERGY REVENUES				
Energy Sales	550,852	438,837	(112,015)	-20.3%
Green Prime	1,962	2,213	251	12.8%
Other Income	50	0	(50)	-100.0%
TOTAL ENERGY REVENUES	**552,864**	**441,050**	**(111,814)**	**-20.2%**
ENERGY EXPENSES				
Power Supply	365,617	387,145	21,528	5.9%
OPERATING MARGIN	**187,247**	**53,905**	**(133,342)**	**-71.2%**
OPERATING EXPENSES				
Data Management	3,413	3,734	321	9.4%
PG&E Fees	1,470	1,516	46	3.2%
Salaries and Retirement	14,818	17,388	2,570	17.3%
Professional Services	8,210	9,370	1,159	14.1%
Marketing & Promotions	1,565	1,617	52	3.4%
General & Administrative	2,643	2,808	166	6.3%
TOTAL OPERATING EXPENSES	**32,118**	**36,433**	**4,315**	**13.4%**
OPERATING INCOME (LOSS)	**155,132**	**17,472**	**(137,659)**	**-88.7%**
NON-OPERATING REVENUES				
Interest Income	12,867	16,299	3,432	26.7%
TOTAL NON-OPERATING REVENUES	**12,867**	**16,299**	**3,432**	**26.7%**
NON-OPERATING EXPENSES				
Financing	3	24	21	696.7%
TOTAL NON-OPERATING EXPENSES	**3**	**24**	**21**	**696.7%**
TOTAL NON-OPERATING INCOME (EXPENSES)	**12,864**	**16,275**	**3,411**	**26.5%**
CHANGE IN NET POSITION	**167,996**	**33,747**	**(134,249)**	**-79.9%**
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER				
Capital Outlay	50	1,002	952	1904.0%
Building Fund	20,000		(20,000)	
Program Fund	28,874	8,821	(20,053)	-69.5%
Nuclear Allocation	2,188	3,708	1,520	69.5%
Customer Bill Relief	4,300	4,411	111	2.6%
Hanford Emissions Mitigation Fund		1,800	1,800	
Other				
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	**55,412**	**19,742**	**(35,670)**	**-64.4%**
BALANCE AVAILABLE FOR RESERVES	**112,584**	**14,005**	**(98,579)**	**-87.6%**

SILICON VALLEY CLEAN ENERGY

FP9

Category: FINANCE

FINANCIAL RESERVES POLICY

I. PURPOSE

This Reserve Policy outlines the appropriate types and levels (minimum, goal, and maximum) of financial reserves as prescribed in the following policy. The primary reason for a reserve policy is to be prepared for contingencies, but other reasons also exist. Seven important purposes of a reserve policy are as follow:

1. **Plan for contingencies.** To maintain sufficient reserves to minimize rate increase due to market volatility(power supply shocks or maintain rate competitiveness), weather impacts on demands, economic downturns, emergencies (such as natural disasters), and regulatory changes.
2. **Maintain good standing with rating agencies.** By maintaining sufficient reserves, SVCE can preserve good credit ratings, allowing it to secure power at lower costs, that is, without posting credit enhancements, in the energy markets.
3. **Avoid interest expense.** To avoid interest expense to cover short-term cash shortfalls by having sufficient reserves to use for this purpose, rather than debt.
4. **Ensure cash availability when revenue is unavailable.** To bridge times of the year that normally see temporary low levels of cash.
5. **Plan for anticipated future rate increases by gradually raising those rates, using reserves to cushion the full impact on customers over an extended time period.** For example, if it is expected that rates are highly likely to increase in 3 to 5 years, higher reserves on hand can cushion those rate increases over a more gradual timeframe by drawing down on the accumulated funds that may be in excess of the reserves' goal.
6. **Manage the risks identified in the Energy Risk Management Policy, which are:**

SILICON VALLEY CLEAN ENERGY

FP9

Category: FINANCE

- Market price risk,
- Net revenue risk,
- Counterparty credit and performance risk,
- Load and generation volumetric risk,
- Operational risk,
- Liquidity risk, and
- Regulatory/legislative risk.

7. **Establish clear expectations between the Board of Directors and staff.** A formal reserve policy creates a shared understanding of the proper level and use of reserves.

II. POLICY

Reserve Levels Established

Financial reserves shall be set aside as follows:

The **Reserve targets** cover the operations of SVCE over a number of days in the event of emergencies or other significant unforeseen events. Three levels are defined, with the first being baseline. Given the purposes stated above, the Reserve shall be maintained at no less than the minimum described in (a) below. The reserve level described in (b) is recommended as the goal. The Maximum reserve level described in (c) would provide solid reserves for significant fluctuations in revenue or unforeseen circumstances. The Board shall review its reserve levels annually in context of SVCE's overall financial condition of the agency, as well as due to changes to the industry and/or risk factors as described in periodic review of targets below.

(a) ***Minimum Operating Reserve (baseline)*** shall be the minimum maintained to cover 120 days of operations of the annual operating budget;

(b) ***An Operating Reserve* goal** of covering ~~300~~ 350 days of operations of the annual operating budget;

(c) ***Maximum Operating Reserve*** to cover ~~490~~ 500 days of operations of the annual operating budget.

SILICON VALLEY CLEAN ENERGY

FP9

Category: FINANCE

Conditions for Use of Reserves

For purposes of this policy, use of reserves is defined as a projected or estimated[1] reduction in reserves by fiscal year-end. A temporary reduction in cash consistent with the expected peaks or dips in revenues and expenditures are normal cyclical occurrences to be expected during the fiscal year, and do not constitute a use of reserves.

The reserves may be drawn down upon by the CEO during the year, up to the lesser of 10% of the year's budgeted cost of power supply, or $30 million, to:

1. Cover increases in power supply expenses due to spikes in costs and/or due to higher customer demand;
2. Provide necessary funds to make up for unanticipated revenue shortfalls;
3. Meet any margin or collateral posting requirements under energy supply contracts; and,
4. Provide resources to meet emergency expenditures.

If further use of reserves are needed to manage the operations of the organization, or if the use of reserves would bring the balance below the Minimum Operating Reserve baseline, the CEO must present recommendations to the Board and the Board must authorize any such use.

Replenishment of Reserves

Should SVCE drawdown reserves below the Minimum Operating Reserve level, SVCE will implement plans to return reserves to their minimum targets within two (2) fiscal years. Such plans will be provided in subsequent budget and rate discussions with the Board.

[1] It is not practical to wait the formal fiscal year end closing of the accounting records to determine if the reserves have been "used". Therefore, it is appropriate for staff to estimate reserve levels, with the important amount being what is estimated for fiscal year end.

SILICON VALLEY CLEAN ENERGY

FP9

Category: FINANCE

Excess Reserves

If reserve funds are projected to exceed the maximum level, the CEO shall present options for consideration by the Board of Directors for proper disposition of those reserves during the next budget cycle.

Reserves between Minimum and Maximum

To the extent that reserves are above target and below the maximum, no other action by SVCE would be required.

Periodic Review of Reserve Goals

Reserve goals shall be periodically reviewed for consistency with industry standards. If significant risk factors are eliminated or significant new risks emerge as a result of changes in the industry, legislation, or economic conditions, the basis of the reserve policy shall be reviewed, and the funding level shall be adjusted accordingly. Unless the Reserves are approaching minimum levels, formal Reserve funding discussions with the Board may await the next budget process.

Reporting

Reserve levels will be monitored during the fiscal year and reported in the quarterly financial reports. Reserve target levels (minimum and maximum) will be analyzed annually, and over/under reserve determination shall be made in conjunction with year-end financial results. These results will be reported to the Board of Directors as part of the year-end financial report presentation.

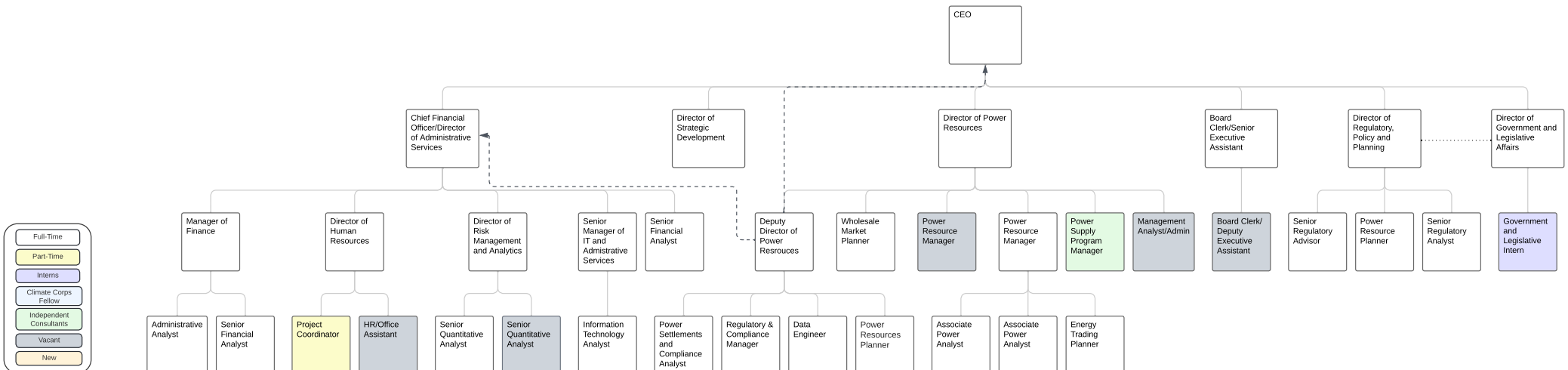
FY24-25 Salary Chart		
Title	**Minimum Salary (Annual $)**	**Maximum Salary (Annual $)**
Administrative Analyst	$ 105,199	$ 180,189
Administrative Assistant	$ 70,132	$ 111,308
Associate Data Analyst	$ 105,199	$ 165,215
Associate Data Scientist	$ 125,343	$ 180,399
Associate Legislative Analyst	$ 87,664	$ 142,352
Associate Manager of Decarbonization Programs and Policy	$ 140,263	$ 202,047
Associate Power Analyst	$ 98,930	$ 154,355
Associate Power Resources Planner	$ 140,263	$ 213,197
CFO & Director of Finance and Administration	$ 222,084	$ 370,338
Communication Specialist	$ 91,655	$ 139,242
Communications Manager	$ 140,263	$ 209,598
Community Outreach Specialist	$ 75,976	$ 124,166
Data Analyst	$ 125,343	$ 185,041
Data Engineer	$ 132,326	$ 192,863
Data Scientist	$ 140,263	$ 202,047
Deputy Board Clerk/Administrative Assistant	$ 105,199	$ 180,189
Deputy Director of Decarbonization Programs and Policy	$ 180,397	$ 283,479
Deputy Director of Marketing and Communications	$ 180,397	$ 283,479
Deputy Director of Power Resources	$ 198,254	$ 311,518
Director of Decarbonization Programs and Policy	$ 187,033	$ 293,885
Director of Energy Services & Community Relations	$ 187,033	$ 293,885
Director of Government and Legislative Affairs	$ 187,033	$ 293,885
Director of Human Resources	$ 187,033	$ 293,885
Director of Power Resources	$ 212,000	$ 318,000
Director of Regulatory and Legislative Policy	$ 187,033	$ 293,885
Director of Risk Management and Analytics	$ 187,033	$ 293,885
Director of Strategic Development	$ 187,033	$ 293,885
Energy Services Lead	$ 140,263	$ 214,131
Energy Services Manager	$ 175,946	$ 267,435
Energy Services Principal	$ 157,095	$ 238,781
Energy Services Specialist	$ 91,655	$ 139,243
Energy Trading Manager	$ 173,984	$ 256,631
Energy Trading Planner	$ 151,952	$ 238,781
Financial Analyst	$ 105,199	$ 180,189
General Counsel	$ 187,033	$ 293,885
Human Resources Analyst	$ 105,199	$ 180,189
Human Resources Generalist	$ 128,575	$ 202,047
Human Resources Manager	$ 175,330	$ 238,781
IT Analyst	$ 128,575	$ 202,047
Management Analyst/Admin	$ 128,575	$ 202,047
Manager of Data and Analytics	$ 179,832	$ 267,434
Manager of Decarbonization Programs and Policy	$ 151,952	$ 238,781
Manager of Finance	$ 159,550	$ 242,456

FY24-25 Salary Chart		
Title	**Minimum Salary (Annual $)**	**Maximum Salary (Annual $)**
Manager of Technology and Admin Services	$ 159,550	$ 242,456
Marketing Lead	$ 140,263	$ 214,131
Marketing Specialist	$ 75,976	$ 124,166
Policy Analyst	$ 105,199	$ 180,189
Power Analyst	$ 110,801	$ 172,878
Power Contracts & Settlements Manager	$ 175,330	$ 275,517
Power Data Analyst	$ 115,629	$ 172,878
Power Resources Manager	$ 175,330	$ 275,517
Power Resources Planner	$ 151,952	$ 238,781
Power Settlements and Compliance Analyst	$ 128,575	$ 202,047
Principal Communications Specialist	$ 106,367	$ 174,665
Principal Data Engineer	$ 151,952	$ 241,927
Principal Data Scientist	$ 170,186	$ 253,447
Principal Policy Analyst	$ 151,952	$ 226,030
Principal Power Analyst	$ 138,988	$ 216,858
Program Marketing Manager	$ 140,263	$ 209,598
Programs Lead	$ 140,263	$ 214,131
Programs Specialist	$ 87,664	$ 142,352
Rates Manager	$ 159,550	$ 238,781
Regulatory & Compliance Manager	$ 151,952	$ 238,781
Regulatory Analyst	$ 122,731	$ 180,189
Senior Board Clerk/Executive Assistant	$ 128,575	$ 214,131
Senior Communications Specialist	$ 91,655	$ 155,951
Senior Data Analyst	$ 140,263	$ 207,246
Senior Data Engineer	$ 148,205	$ 216,006
Senior Data Scientist	$ 151,952	$ 226,292
Senior Energy Services Specialist	$ 105,199	$ 155,952
Senior Financial Analyst	$ 140,263	$ 202,047
Senior Government Affairs Manager	$ 187,033	$ 256,631
Senior Management Analyst	$ 140,263	$ 222,251
Senior Manager of Communications	$ 161,069	$ 253,107
Senior Manager of Decarbonization Programs and Policy	$ 161,069	$ 253,107
Senior Manager of Power Resources	$ 187,033	$ 293,885
Senior Manager of Technology and Administrative Services	$ 178,696	$ 270,682
Senior Marketing Specialist	$ 91,655	$ 139,242
Senior Policy Analyst	$ 122,731	$ 201,812
Senior Power Analyst	$ 124,097	$ 193,623
Senior Power Resources Planner	$ 187,033	$ 267,435
Senior Programs Specialist	$ 105,199	$ 159,434
Senior Public Sector Services Manager	$ 161,069	$ 253,107
Senior Quantitative Analyst	$ 140,263	$ 207,246
Senior Rates Analyst	$ 140,263	$ 202,047
Senior Regulatory Advisor	$ 128,575	$ 202,047

FY24-25 Salary Chart		
Title	**Minimum Salary (Annual $)**	**Maximum Salary (Annual $)**
Senior Regulatory Analyst	$ 128,575	$ 202,047
Wholesale Energy Markets Manager	$ 173,984	$ 256,631
Wholesale Energy Markets Planner	$ 151,952	$ 238,781

Organization Chart (F&A / PRO / RPPL)

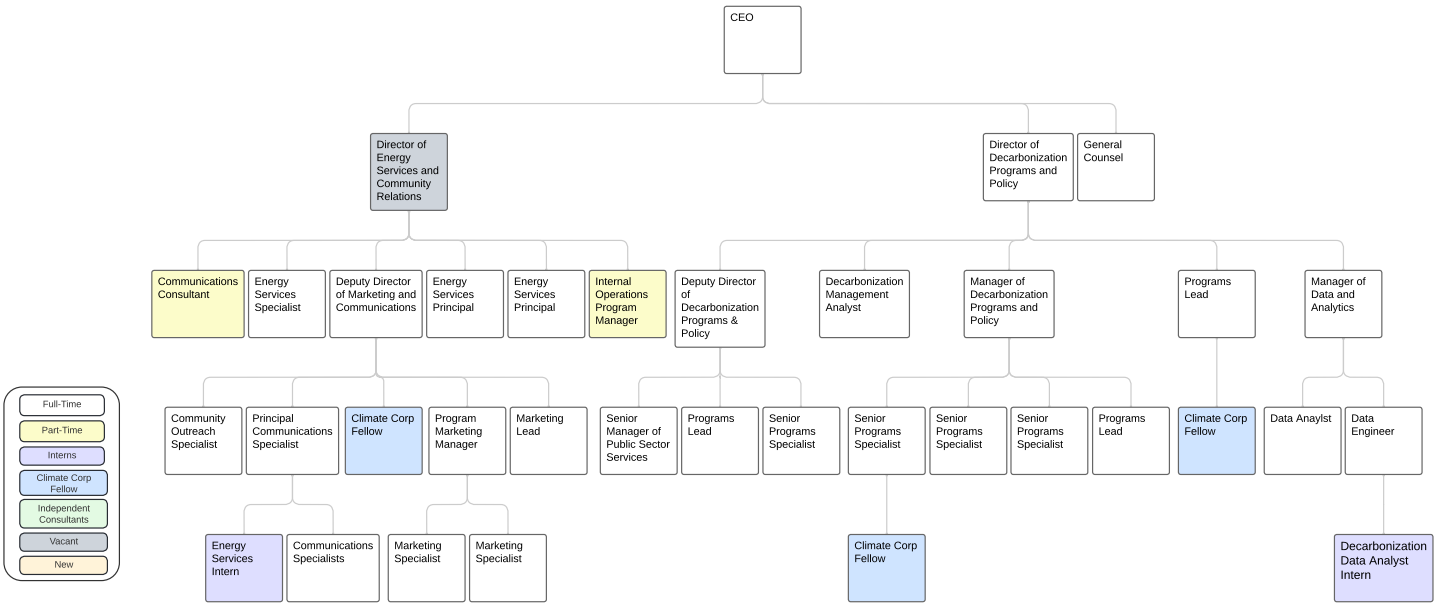
Item 4
Attachment 4



FY24-25 Proposed Budget Organization Chart

Organization Chart (ESCR / DPP)

Item 4
Attachment 4



FY24-25 Proposed Budget Organization Chart

SILICON VALLEY CLEAN ENERGY

2024/25 Benefits Summary

Benefit	Details
Health Insurance	
Employer Premium Contribution	SVCE provides up to $1,500 per month to cover the employee and dependent insurance premiums - health, dental and vision.
Medical	Coverage is provided through the CalChoice marketplace, and currently includes the following options: Kaiser – HMO plans Sutter Health – HMO plans Anthem Blue Cross – PPO plans Cigna –EPO G
Dental	Delta Dental PPO
Vision	Vision PPO Plan
Retirement	
401 (a) Plan	Mandatory 10% employee contribution matched by 10% employer contribution in lieu of Social Security. Fully vested from date of hire.
457 (b) Deferred Compensation	Voluntary pre-tax employee contributions up to annual IRS limits.
HRA -or- has	
Health Reimbursement Account	SVCE contributes $500 / month towards a Health Reimbursement Account that the employee can use for qualified health care expenses. Unused balances can be carried over to the next year.
Health Savings Account (only with eligible High Deductible Health Plans)	SVCE contributes up to $400 / month towards a Health Savings Account that the employee can use for qualified health care expenses. Balance can be invested and stays with employee after separation.
FSA – Health / Dependent Care / Transportation / Parking	
Employer Contribution	SVCE contributes $200 / month towards flexible spending accounts that can be used for qualified expenses in the categories below. Employee can contribute additional funds up to the IRS limits.
Health Spending Account	Employee can annually contribute up to $3,200 pre-tax to their Health FSA. A maximum of $640 rolls over for 2024.
Dependent (Child / Elder) Care Assistance	Employee can annually contribute up to $5,000 pre-tax to their Dependent Care account. Funds do no roll over.
Transit / Parking Plan	Non-taxable reimbursement of up to $315 per month for qualified transit and parking expenses.
Health / Wellness	
Fitness Reimbursement Program	SVCE will reimburse up to $600 / year for qualified fitness expenses (class / program / equipment) per year. This reimbursement will accrue annually up to $3000.
Professional Development	
Tuition Reimbursement Program	SVCE will reimburse up to $5,000 / year for qualified educational advancement that supports the organization's mission.
Employee Rebate Reimbursement	
SVCE Employees are eligible to receive the same rebate benefits as its customers	SVCE rebates are available for single-family homes, accessory dwelling units (ADUs), and multi-family homes (4 dwelling units or fewer) swapping out existing equipment, not for completely new building construction. Each dwelling unit is eligible for one rebate per appliance type.

SILICON VALLEY CLEAN ENERGY

2024/25 Benefits Summary

Miscellaneous	
Short Term Disability Insurance	STD provided at 60% of weekly earnings subject to terms of STD insurance carrier and cap based on salary.
Long Term Disability Insurance	LTD provided at 60% of monthly earnings subject to terms of LTD insurance carrier and cap based on salary.
Term Life Insurance	100% Employer-paid $200,000 life and AD&D coverage (guaranteed at $50,000).
Employee Assistance Program (EAP)	100% Employer-paid confidential counseling for you and your immediate family member and work/life services assistance.
Hybrid Work Set up	One time $500 reimbursable for home office set up.
Technology Stipend	$120 monthly stipend for phone and internet connection costs
Voluntary Term Life and AD&D Rates	
Voluntary term life monthly rate	Voluntary term life rates do not include the AD&D rate. The spouse is charged based upon his/her individual age. Child(ren) monthly rate: $10,000 of coverage for $2.00 per family
Voluntary Accidental Death and Dismemberment (AD&D) monthly rate	Employee and spouse $.039
Leave	
Vacation Leave	SVCE offers 160 hours of Paid Time Off (PTO) that is accrued bi-weekly for the first year. PTO includes vacation, sick, etc. After the first-year anniversary date, an additional 8 hours will be granted per year up to the tenth year of employment. All unused PTO at the end of the year can be carried over to a maximum of twice the annual accrual. Exempt employees receive an additional 40 hours of Management Leave at the beginning of each calendar year, which does not carry over to the next year.
Holidays	~~11~~ 12 days (~~80~~ 88 hours) per year. New Year's Day Martin Luther King Jr.'s Birthday Presidents' Day Cesar Chavez Day Memorial Day Juneteenth Independence Day Labor Day Veteran's Day Thanksgiving (2 days) Christmas Day
Administrative Shut-Down Leave	Christmas Day though New Year's Day
Bereavement Leave	Up to 5~~3~~ days paid bereavement leave in the event of a death in your immediate family.
Parental Leave	If you have worked at least 12 months and for at least 1,250 hours in the previous 12 months you will be eligible for 240 hours of paid parental leave in the first 12 months~~will be eligible of up to twelve (12) workweeks in a 12-month period.~~

Attachment 6

($ in Thousands)	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Operating Revenue	(Budget)	(Forecast)	(Forecast)	(Forecast)	(Forecast)
Electricity Sales, Net[1]	$438,837	$573,975	$608,968	$558,344	$537,314
GreenPrime Electricity Premium	$2,213	$2,234	$2,260	$2,296	$2,340
Total Operating Revenues	**$441,050**	**$576,209**	**$611,228**	**$560,640**	**$539,654**
Operating Expense					
Power Supply	$387,145	$436,863	$446,138	$434,784	$436,707
Operating Margin	**$828,195**	**$1,013,072**	**$1,057,366**	**$995,425**	**$976,361**
Data Management	$3,734	$3,920	$4,116	$4,322	$4,538
PG&E Service Fees	$1,516	$1,592	$1,672	$1,755	$1,843
Salaries and Retirement	$17,388	$18,258	$19,171	$20,129	$21,136
Professional Services	$9,370	$9,838	$10,330	$10,846	$11,389
Marketing & Promotions	$1,617	$1,698	$1,783	$1,872	$1,965
General and Administration	$2,808	$3,844	$4,036	$4,238	$4,450
Transfers to Programs Fund	$18,740	$11,524	$12,225	$11,213	$10,793
Total Operating Expenses	**$442,318**	**$487,538**	**$499,471**	**$489,161**	**$492,822**
Operating Income	**$(1,268)**	**$88,671**	**$111,757**	**$71,480**	**$46,832**
Nonoperating Revenue					
Investment Income	$16,299	$14,651	$15,820	$15,440	$13,182
Total Non-Operating Revenues	$16,299	$14,651	$15,820	$15,440	$13,182
Nonoperating Expense					
Financing Cost	$24	$24	$24	$24	$24
Capital Outlay	$1,002	$50	$50	$50	$50
Total Non-Operating Expense	**$1,026**	**$74**	**$74**	**$74**	**$74**
Non-Operating Income	**$15,273**	**$14,577**	**$15,746**	**$15,366**	**$13,108**
Change in Net Position/Available for Reserves	**$14,005**	**$103,247**	**$127,503**	**$86,846**	**$59,940**
Begin, Net Position	**$473,838**	**$469,996**	**$551,765**	**$658,068**	**$731,141**
Adjustment for Program Expenditure and Building Fund[2]	**$(17,847)**	**$(21,478)**	**$(21,201)**	**$(13,773)**	**$(24,600)**
End, Net Position	**$469,996**	**$551,765**	**$658,068**	**$731,141**	**$766,481**
Days Cash On Hand (DCOH) at Year End	**$441,975**	**$523,744**	**$630,047**	**$703,119**	**$738,460**
Days of cash on hand	365	392	460	525	547

1 Assumptions: 4% overall discount relative to comparable PG&E rates for FY 24-25 and FY 25-26. FY 24-25 includes additional bill credit to low income customers totaling $4.4 million. 1% discount for FY26-27, FY27-28 and FY28-29.

2 Each year the Board transfers funds from the Operating Budget to the Decarbonization Programs Fund as shown in the above forecast under line item Transfers to Programs Fund. The line item Adjustment for Program Expenditure accounts for the difference between *forecasted spend* for programs versus the amount transferred to the fund. This adjustment is needed because program spending to date has been less than the amount transferred to the programs fund. The $20 million in building Fund is assumed to be spent in FY28-29.

SILICON VALLEY CLEAN ENERGY

Silicon Valley Clean Energy
Board of Directors Meeting

August 14, 2024

Appendix A

Power Resource Contracts Executed by CEO

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

MASTER POWER PURCHASE AND SALE AGREEMENT
RESOURCE ADEQUACY CONFIRMATION LETTER
BETWEEN
SILICON VALLEY CLEAN ENERGY AUTHORITY ("PARTY A")
AND
PACIFIC GAS AND ELECTRIC COMPANY ("PARTY B")

This confirmation letter ("Confirmation") confirms the Transaction between Party A and Party B, which becomes effective on the date fully executed by both Parties (the "Confirmation Effective Date"), in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in this Confirmation. This Transaction is governed by the Master Power Purchase and Sale Agreement between the Parties, effective as of October 25, 2017, together with the Cover Sheet, the Collateral Annex and Paragraph 10 to the Collateral Annex, and any other annexes thereto (collectively, as amended, restated, supplemented, or otherwise modified from time to time, the "Master Agreement"). The Master Agreement and this Confirmation are collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation, have the meanings specified for such terms in the Master Agreement or the Tariff (defined below), as applicable. Section references herein are to this Confirmation unless otherwise noted.

ARTICLE 1
TRANSACTION TERMS

Buyer: Party A

Seller: Party B

Product: The Product is the Capacity Attributes of the Unit(s) as defined in Appendix B; provided that if Buyer does not specify the Local Capacity Area in Appendix B, when applicable, then Seller may provide Local RAR from any Local Capacity Area in the Seller's local areas. The Product does not include any right to the energy, ancillary services, or MTR Attributes (if applicable) of the Unit(s) which shall all be retained by the seller.

Delivery Period: September 1, 2024 through September 30, 2024, inclusive.

Contract Quantity and Contract Price: The Contract Quantity and Contract Price for each day of each Showing Month during the Delivery Period shall be set forth in Appendix B.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Firm RA Product

Seller's obligation to deliver the Contract Quantity of Product for each day included in the Delivery Period is firm and will not be excused for any reason.

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2.2 Seller To Identify Shown Unit

(a) Seller shall identify the Shown Unit(s) that meet the Product characteristics and Contract Quantity specified in Appendix B by providing Buyer with the specific Unit information no later than:

(i) Fifteen (15) calendar days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month, if the Confirmation Effective Date is at least fifteen (15) calendar days before such Compliance Showing deadline; or

(ii) One (1) business day from the Confirmation Effective Date if the Confirmation Effective Date is less than fifteen (15) calendar days from the Compliance Showing. Section 2.3 of this Confirmation does not apply when the Confirmation Effective Date is within fifteen (15) calendar days of the Compliance Showing.

(b) The Shown Unit should not have characteristics that would trigger the need for Buyer or Seller to file an Advice Letter to the CPUC.

(c) Seller's notice under this Section 2.2 shall be deemed acceptable to and approved by Buyer upon receipt, unless Buyer, within three (3) Business Days of receipt of Seller's notice and in writing, notifies Seller of any objections Buyer has to the proposed Shown Unit. If Buyer timely objects, Seller must identify another Shown Unit within five (5) Business Days. Provided such Shown Unit meets the requirements of this Confirmation, this second Shown Unit shall be deemed acceptable to and approved by Buyer upon receipt. This section does not apply if the Confirmation Effective Date is within fifteen (15) calendar days of the relevant Compliance Showing deadline.

(d) Once the Shown Unit designated by Seller is approved or deemed approved in accordance with Section 2.2(c), then any such Shown Unit will be automatically deemed the Unit from which the Product is delivered for purposes of this Confirmation for the affected Showing Month.

2.3 Seller To Provide Alternate Capacity

(a) If Seller desires to provide the Contract Quantity for any Showing Month during the Delivery Period from a different Unit(s) other than the Shown Unit(s) as designated in Section 2.2, then Seller may, at no additional cost to Buyer, provide Buyer with Product from one (1) or more Alternate Units in an amount such that the total amount of Product provided to Buyer from the Unit and Alternate Units for the Showing Month during the Delivery Period is equal to the Contract Quantity for the Delivery Period. If applicable, the Alternate Units shall have Flexible Capacity Categories and Maximum Cumulative Capacity Categories (MCC Buckets) that are reasonably acceptable to Buyer, if different than those listed in Appendix B.

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(b) If Seller desires to provide Product from an Alternate Unit under Section 2.3(a), Seller must notify Buyer of its intent to provide Product from an Alternate Unit and identify the proposed Alternate Unit meeting the Product characteristics specified in Appendix B no later than five (5) calendar days before the relevant deadlines for the submission of Compliance Showings related to the applicable Showing Month. Seller's notice under this Section 2.3(b) shall be deemed acceptable to and approved by Buyer upon receipt, unless Buyer, within one (1) Business Day of receipt of Seller's notice and in writing, notifies Seller of any objections Buyer has to the proposed Alternate Unit. If Buyer timely objects, Seller must identify another Alternate Unit within two (2) Business Days. Provided such Alternate Unit meets the requirements of a Shown Unit under this Confirmation, this second Alternate Unit is deemed acceptable to and approved by Buyer upon receipt.

(c) Once the Alternate Unit is approved or deemed approved in accordance with Section 2.3(b), then any such Alternate Unit will be automatically deemed the Unit from which Product is delivered for purposes of this Confirmation for the affected Showing Month.

2.4 Delivery of Product

(a) Seller shall provide Buyer with the Contract Quantity of Product for each day during the Delivery Period consistent with the following:

(i) Seller shall, on a timely basis with respect to each applicable Showing Month, submit, or cause the Unit's Scheduling Coordinator to submit, Supply Plans in accordance with the Tariff to identify and confirm the Product provided to Buyer for each day of such Showing Month that is included in the Delivery Period so that the total amount of Product identified and confirmed for each such day of such Showing Month equals the Contract Quantity for such day of such Showing Month.

(ii) Seller will be deemed to have delivered the Product on each day to the extent that Buyer receives credit from CAISO for such day for Product identified and confirmed in the Supply Plan submitted for the Unit.

(iii) Hold-Back Capacity, if any, is deemed Contract Quantity delivered, unless utilized under Article 7 as Substitute Capacity, then Contract Quantity is delivered according to the timeline requirements therein.

(b) In accordance with Sections 2.2 and 2.3 and subject to Article 7, Seller shall to the extent required by CAISO or the CPUC rules cause the information listed in Appendix B to be included in all applicable Supply Plans and shall cause all Supply Plans to be filed in conformance with the requirements of the CPUC Filing Guide and the Tariff. In addition, if during the Delivery Period, there are changes to the information included in Appendix B, the Parties agree to communicate such changes to each other promptly.

2.5 Damages for Failure to Provide Capacity

If Seller fails to deliver to Buyer the Contract Quantity of Product for any day during the Delivery Period in accordance with Section 2.4 then with respect to each Showing Month, Seller is liable for damages pursuant to Section 4.1 of the Master Agreement, and provided that Buyer has prepaid for the Contract of Quantity in accordance with Section 3.1, Seller shall pay to Buyer the following:

For each applicable day during the Showing Month included in the Delivery Period in which the Buyer's Monthly Payment has been received by Seller in accordance with Section 3.1 of this Confirmation only, the amount equal to (w) the applicable Contract Price divided by (x) the number of days included in the Showing Month multiplied by (y) the amount of Contract Quantity not delivered by Seller on such day, multiplied by (z) 1,000 kW per MW.

2.6 Indemnities for Failure to Deliver Contract Quantity

(a) Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or CAISO resulting from any of the following:

(i) Seller's failure to deliver any portion of the Contract Quantity of Product for any portion of the Delivery Period and such failure results in the imposition of penalties, fines or costs assessed against Buyer; or

(ii) A Unit's Scheduling Coordinator's failure to timely or accurately submit Supply Plans in accordance with the applicable Tariff that identify Buyer's right to the Contract Quantity purchased hereunder for each day of the Delivery Period.

(b) With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines, and costs.

2.7 Buyer's Re-Sale of Product

(a) Buyer may re-sell all or a portion of the Product purchased under this Confirmation ("Resold Product"); provided that such re-sell right does not include the ability to offer any portion of Product into the Competitive Solicitation Process. If Buyer re-sells Product, Seller agrees, and agrees to cause the Unit's Scheduling Coordinator, to follow Buyer's instructions with respect to providing such Resold Product to subsequent purchasers of such Resold Product to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller further agrees, and agrees to cause the Unit's Scheduling Coordinator, to take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such subsequent purchasers to use such Resold Product in a manner consistent with Buyer's rights

under this Confirmation. If Buyer incurs any liability to any subsequent purchaser of such Resold Product due to the failure of Seller or the Unit's Scheduling Coordinator to comply with the terms of this Confirmation, then Seller shall be liable to Buyer for any liabilities Seller would have incurred under this Confirmation if Buyer had not resold the Product, including without limitation, pursuant to Sections 2.5 and 2.6.

(b) If Buyer exercises its right to re-sell the Product, Buyer shall notify Seller in writing that such sale has occurred by providing to Seller the information described in Appendix C ("Re-sale Plan"). The Re-sale Plan shall be provided no later than three (3) Business Days before the deadline for the Compliance Showings applicable to the relevant Showing Month, except where Buyer exercises its rights under Article 7, then Buyer shall notify Seller in accordance with deadlines described in Article 7. Buyer shall notify Seller of any subsequent changes or further resale of the Resold Product, and such notice shall include all updates to the information in Appendix C in accordance with the deadlines described in this Section 2.7(b).

ARTICLE 3
PAYMENT

3.1 Monthly Payment

Buyer shall make a payment (a "Monthly Payment") to Seller, for the applicable Showing Month, as follows:

$$Monthly\ Payment = Q \times P \times CF$$

where:

Q = The Contract Quantity of Product to be delivered by Seller to Buyer pursuant to Appendix B and consistent with Section 2.4 for the Showing Month

P = The Contract Price for the Showing Month, expressed in dollars per kW-month, as stated in Appendix B

CF = The conversion factor equal to 1,000 kW per MW

The Monthly Payment calculation shall be rounded to two decimal places.

If the Confirmation Effective Date is more than fifteen (15) calendar days prior to the deadline for the corresponding Compliance Showing applicable to the relevant Showing Month, payment shall be paid by Buyer and received by Seller no later than fifteen (15) calendar days prior to the deadlines for the corresponding Compliance Showings applicable to the Showing Month. If the Confirmation Effective Date is fifteen (15) calendar days or less from the deadline for the corresponding Compliance Showing applicable to the relevant Showing Month, the Monthly Payment shall be made by Buyer and received by Seller no later than five (5) Business days following the Confirmation Effective Date.

3.2 Allocation of Other Payments and Costs

(a) Seller is entitled to retain any revenues it may receive from, and shall pay all costs charged by, CAISO or any other third party with respect to the Unit for (i) start-up, shutdown, and minimum load costs, (ii) capacity revenue for ancillary services, (iii) energy sales, (iv) revenue for flexible ramping product, and (v) any revenues for black start or reactive power services. All Seller revenues described in this Section 3.2(a) and received by Buyer or a purchaser of Resold Product must be remitted to Seller and Buyer shall pay such revenues to Seller if received by Buyer or if a subsequent purchaser of Resold Product fails to remit those revenues to Seller.

If Buyer fails to pay such revenues to Seller, Seller may recoup any amounts owing to it for such revenues against any future amounts it may owe to Buyer.

Seller shall indemnify, defend and hold Buyer harmless from and against all liabilities, damages, claims, losses, costs or expenses (including, without limitation, attorneys' fees) incurred by or brought against Buyer in connection with Environmental Costs.

(b) Buyer shall be entitled to receive and retain all revenues associated with the Contract Quantity (including any capacity revenues from RMR Contracts for the Unit, Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v)).

(c) In order to verify the accuracy of such revenues, Buyer has the right, at its sole expense and during normal working hours after reasonable prior notice, to hire an independent third party reasonably acceptable to Seller to audit any documents, records or data of Seller associated with the Contract Quantity and in accordance with Section 3.1 of this Confirmation and Article Six of the Master Agreement.

(d) If CAISO or CPUC develops a centralized capacity market, Buyer will have exclusive rights to tell the Seller or the Unit's Scheduling Coordinator to offer, bid, or otherwise submit the applicable Contract Quantity of Product for each day during the Delivery Period provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive all revenues from such re-sale.

(e) Buyer and Seller agree that the Unit is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as contemplated under Section 40.9 of the Tariff. Any Availability Incentive Payments or Non-Availability Charges are for the account, or are the responsibility of, the Seller, as applicable.

ARTICLE 4
CAISO OFFER REQUIREMENTS

Seller is responsible for, as applicable, scheduling or causing the applicable Unit's Scheduling Coordinator to schedule with, or make available to, CAISO the Product delivered to Buyer for each day during the Delivery Period in compliance with the Tariff, and performing all, or causing the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the Product sold hereunder. Buyer is not liable for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions or any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator (unless Seller is the Scheduling Coordinator), owner, or operator for such noncompliance.

ARTICLE 5
OTHER BUYER AND SELLER COVENANTS

5.1 Seller's and Buyer's Duty to Take Action to Allow the Utilization of the Product

Buyer and Seller shall, throughout the Delivery Period, take commercially reasonable actions (including the execution of documents or instruments) reasonably necessary to ensure Buyer's right to the use of the Contract Quantity on each day during the Delivery Period for the sole benefit of Buyer or any applicable subsequent purchaser pursuant to Section 2.7. The Parties shall make commercially reasonable changes to this Confirmation necessary to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, CAISO or other Governmental Body having jurisdiction to administer Compliance Obligations.

5.2 Representations, Warranties and Covenants

(a) Seller represents and warrants to Buyer throughout the Delivery Period that:

(i) no portion of the Contract Quantity for any day during the Delivery Period has been committed by Seller to any third party in order to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(ii) the Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, and is under the control of CAISO;

(iii) each Unit's Scheduling Coordinator, owner and operator is obligated to comply with applicable laws, including the Tariff, relating to the Product;

(iv) if Seller is the owner of the Unit, the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned or transferred for the Unit for each day included in the Delivery Period does not exceed the Unit NQC and, if applicable, the Unit EFC, for that Unit; and

(v) Seller has notified either the Scheduling Coordinator of the Unit or the entity from which Seller purchased the Product of the fact that Seller has

transferred the Contract Quantity for each day of the Delivery Period to Buyer, or, if applicable, to a subsequent purchaser.

(b) Seller represents and warrants to Buyer as of the date of the relevant Compliance Showing, that Seller owns or has the exclusive right to the Product sold under this Confirmation from the Unit;

(c) Seller covenants as follows:

(i) Seller shall not offer, and shall ensure that the Unit's Scheduling Coordinator does not offer, any portion of the Contract Quantity for any day during the Delivery Period to CAISO as CPM Capacity. However, if CAISO designates any portion of the Contract Capacity as CPM Capacity, then Seller shall promptly notify Buyer, or shall cause the Unit's Scheduling Coordinator to promptly notify Buyer within one (1) Business Day of the time Seller receives notification from CAISO. If CAISO makes such a designation, Seller shall not accept, and shall ensure that the Unit's Scheduling Coordinator does not accept, any such designation by CAISO unless and until Buyer has agreed to accept such designation; and

(ii) Seller shall, upon request, furnish Buyer, CAISO, CPUC or other applicable Governmental Body evidence that its representation made in Section 5.2(c)(i) is true and correct

(d) Each Party covenants to the other Party throughout the Delivery Period to comply with the Tariff, relating to the Product.

5.3 Counterparts

This Confirmation 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. Counterparts may be delivered by electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) or other transmission method and any other counterpart so delivered shall have the same legal effect as an original.

ARTICLE 6
CONFIDENTIALITY

Notwithstanding Section 10.11 of the Master Agreement, the Parties may disclose all terms and conditions of this Transaction to any Governmental Body, the CPUC, CAISO and the Procurement Review Group, and Seller may disclose the transfer of the Contract Quantity for each day during the Delivery Period under this Transaction to the Scheduling Coordinator of the Unit in order for such Scheduling Coordinator to timely submit accurate Supply Plans. Each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Body, CAISO, or Scheduling Coordinator to further disclose information disclosed pursuant to this Article. In addition, if Buyer resells all or any portion of the Contract Quantity for any day during the Delivery Period to another party, Buyer shall be

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permitted to disclose to the purchaser of the Resold Product all such information necessary to effect such resale transaction, other than the Contract Price.

ARTICLE 7
HOLD-BACK AND SUBSTITUTE CAPACITY

No later than three (3) Business Days before the relevant deadline for the initial Compliance Showing with respect to a particular Showing Month, Buyer may request in writing that Seller not list, or cause the Unit's Scheduling Coordinator not to list, in the Unit's Supply Plan a portion or all of the Contract Quantity for any portion of such Showing Month included in the Delivery Period ("Hold-Back Capacity"). Along with such request, Buyer shall also provide updated Unit information reflecting the requested change. The updated Unit information shall be in the form of the Supply Plan. Following Buyer's request for Hold-Back Capacity, Buyer may request, in writing, that Seller make the previously requested Hold-Back Capacity available for Buyer's use as Substitute Capacity only for Planned Outages within the respective Showing Month. Such request shall be received by Seller no later than eight (8) Business Days prior to the first day of the Planned Outage for which Buyer seeks to use such Substitute Capacity as required by the CAISO. The amount of Contract Quantity that is the subject of Buyer's request for Hold-Back Capacity shall be deemed Contract Quantity delivered consistent with Section 2.4 for purposes of calculating a Monthly Payment pursuant to Section 3.1 and calculating any amounts due pursuant to Section 2.5 or 2.6. Seller shall, or shall cause the Unit's Scheduling Coordinator to, comply with Buyer's request under this Article 7.

Notwithstanding anything to the contrary in Sections 2.6, Seller shall not be liable for any costs, penalties, or fines assessed against Buyer by the CAISO as a result of Seller's failure to make Substitute Capacity available to Buyer if Buyer did not timely comply with the notification requirements of this Article 7.

ARTICLE 8
COLLATERAL REQUIREMENTS

8.1 Party A Collateral Requirements

(a) Notwithstanding anything to the contrary contained in the Master Agreement, Party A shall, within five (5) Business Days following the Confirmation Effective Date, provide to, and maintain with, Party B a Fixed Independent Amount as long as Party A or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P and Baa3 from Moody's. The "Fixed Independent Amount" shall be 20% of the sum of the Monthly Payments for all unpaid months of the Delivery Period. For the purposes of calculating the Collateral Requirement pursuant to Section 8.2 of the Master Agreement, entitled "Party B Credit Protection", and all corresponding provisions to Section 8.2 of the Master Agreement, such Fixed Independent Amount for Party A shall be added to the Exposure Amount for Party B and subtracted from the Exposure Amount for Party A.

(b) If the conditions in subsections (i) and (ii) of this Section 8.1(b) are satisfied throughout the Delivery Period, then this Confirmation's Fixed Independent

Amount shall not apply for that time period during which all such conditions are satisfied:

(i) Party A's customers are PG&E's distribution or transmission customers and PG&E is the billing agent for those customers; and

(ii) PG&E is the provider of last resort pursuant to Cal. Pub. Util. Code Section 451 et seq. and applicable law for Party A's retail electric customers.

(c) If at any time during the Delivery Period, one or more of the conditions in subsections (i) and (ii) of Section 8.1(b) is no longer satisfied, and Party B has provided Party A with written notice of such failure to satisfy (Condition Notice), then Party A shall comply with the credit requirements of Section 8.1(a), above by that date which is no later than thirty (30) calendar days following the date of the Condition Notice.

8.2 Party B Collateral Requirements

Section 8.1 of the Master Agreement, entitled "Party A Credit Protection", and all corresponding provisions to Section 8.1 of the Master Agreement do not apply to this Confirmation.

8.3 Current Mark-to-Market Value

For the purposes of calculating Exposure pursuant to the Collateral Annex, the Current Mark-to-Market Value for this Transaction is deemed to be zero. If at any time prior to the expiration of the Delivery Period, a liquid market for the Product develops wherein price quotes for such a product can be obtained, the Parties agree to amend the Confirmation to include a methodology for calculating the Current Mark-to-Market Value for this Transaction, consequently affecting each Party's Exposure.

ARTICLE 9
ADDITIONAL MASTER AGREEMENT AMENDMENTS

9.1 Declaration of an Early Termination Date and Calculation of Settlement Amounts

The Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement using the defined terms contained in this Confirmation and with respect to this Transaction only, the following language is to be added at the end of Section 5.2 of the Master Agreement:

"If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur or be liable for any penalties, fines or costs from the CPUC, CAISO, or any Governmental Body having jurisdiction, because Buyer or a purchaser of Resold Product is not able to include the applicable Contract Quantity in any applicable Compliance Showing due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties, fines or costs and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Buyer's estimate exceeds the actual amount of penalties, fines

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or costs, Buyer shall promptly remit to Seller the excess amount. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

Silicon Valley Clean Energy Authority, a California joint powers authority	**Pacific Gas and Electric Company, a California corporation, limited for all purposes hereunder to its Electric Procurement and Electric Fuels Functions**
By: DocuSigned by: Monica Padilla 573FC104110B4C0...	By:
Name: Monica Padilla	Name: Fesseha Lakew
Title: CEO	Title: Portfolio Managment, Senior
Date: 7/15/2024	Date: 7/15/2024

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

APPENDIX A
DEFINED TERMS

For purposes of this Confirmation, the following terms have the following meanings:

"Advice Letter" means (1) an informal request by a CPUC jurisdictional entity for Commission approval, authorization, or other relief, including an informal request for approval to furnish service under rates, charges, terms or conditions other than those contained in the utility's tariffs then in effect, and (2) a compliance filing by a load-serving entity pursuant to Public Utilities Code Section 380.

"Alternate Unit" means a generating unit designated by the Parties in accordance with Section 2.3 and which includes the Product characteristics, if any, as set forth in Appendix B.

"CAISO" means the California Independent System Operator Corporation or any successor entity performing substantially the same functions.

"Capacity Attributes" means, with respect to a generating unit, any and all of the following, in each case which are attributed to or associated with the generating unit at any time throughout the Delivery Period:

(a) Resource Adequacy Capacity attributes of the generating unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction, that can be counted toward RAR;

(b) Resource Adequacy Capacity attributes or other locational attributes of the generating unit related to a Local Capacity Area, as may be identified from time to time by the CPUC, CAISO or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the generating unit within the CAISO Control Area, that can be counted toward a Local RAR; and

(c) other current or future defined characteristics, certificates, tags, credits, or accounting constructs of the generating unit, howsoever entitled, including any accounting construct counted toward any Compliance Obligations;

provided that, notwithstanding the foregoing, Capacity Attributes exclude all certificates, tags, credits, or accounting constructs that are not counted toward any Compliance Obligations, howsoever entitled associated with the generating unit, as such characteristics, certificates, tags, credits, or accounting constructs are described in the CPUC Decisions and Tariff.

"Compliance Obligations" means the RAR and Local RAR, and if applicable FCR.

"Compliance Showings" means the monthly, annual, or multi-year (a) Local RAR compliance or advisory showings (or similar or successor showings), (b) RAR compliance or advisory showings (or similar or successor showings), and (c) if applicable, FCR compliance or advisory showings (or similar or successor showings), in each case, an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to CAISO) pursuant to the CPUC Decisions, to CAISO pursuant to the Tariff, or to any Governmental Body having jurisdiction.

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

"Confirmation" is defined in the introductory paragraph of this Confirmation.

"Confirmation Effective Date" is defined in the introductory paragraph of this Confirmation.

"Contract Price" means, for any period during the Delivery Period, the price, expressed in dollars per kW-month, specified for such period set forth in the Contract Price Table in Appendix B.

"Contract Quantity" means, with respect to any day during the Delivery Period, the amount of Product, expressed in MW, set forth in the Contract Quantity table in Appendix B for such day.

"CPUC" means the California Public Utilities Commission.

"CPUC Decisions" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-01-063, 15-06-063, 16-06-045, 17-06-027, and any other existing or subsequent decisions, resolutions, or rulings related to resource adequacy, including, without limitation, the CPUC Filing Guide, in each case as may be amended from time to time by the CPUC.

"CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.

"Delivery Period" is defined in Article 1 of this Confirmation.

"Emission Reduction Credits" or "ERC(s)" means emission reductions that have been authorized by a local air pollution control district pursuant to California Division 26 Air Resources; Health and Safety Code Sections 40709 and 40709.5, whereby such district has established a system by which all reductions in the emission of air contaminants that are to be used to offset certain future increases in the emission of air contaminants shall be banked prior to use to offset future increases in emissions.

"Environmental Costs" means costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, and the Product's compliance with all applicable environmental laws, rules and regulations, including capital costs for pollution mitigation or installation of emissions control equipment required to permit or license the Product, all operating and maintenance costs for operation of pollution mitigation or control equipment, costs of permit maintenance fees and emission fees as applicable, and the costs of all Emission Reduction Credits or Marketable Emission Trading Credits (including any costs related to greenhouse gas emissions) required by any applicable environmental laws, rules, regulations, and permits to operate, and costs associated with the disposal and clean-up of hazardous substances introduced to the site, and the decontamination or remediation, on or off the site, necessitated by the introduction of such hazardous substances on the site.

"FERC" means the Federal Energy Regulatory Commission.

"FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by a Local Regulatory Authority or other Governmental Body having jurisdiction.

"FCR Attributes" means, with respect to a generating unit, any and all resource adequacy attributes of the generating unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction, that can be counted toward an LSE's FCR.

"FCR Contract Quantity" means, with respect to a day included in the Delivery Period, the amount of FCR Attributes, expressed in MW, equal to the Contract Quantity for such day.

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal. This definition does not include "market participants" as defined in the CAISO's Business Practice Manual for Definitions and Acronyms as published on the CAISO website.

"Hold-Back Capacity" is defined in Article 7 of this Confirmation.

"Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction. Local RAR may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

"LSE" means "Load Serving Entity" as such term is defined in the Tariff.

"Maximum Cumulative Capacity Category", also referred to as "MCC Bucket," has the meaning set forth in the most recently published edition of the CPUC Filing Guide as of the Confirmation Effective Date.

"Marketable Emission Trading Credits" means without limitation, emissions trading credits or units pursuant to the requirements of California Division 26 Air Resources; Health & Safety Code Section 39616 and Section 40440.2 for market based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, also known as RECLAIM, and allowances of sulfur dioxide trading credits as required under Title IV of the Federal Clean Air Act (see 42 U.S.C. § 7651b.(a) to (f)).

"Master Agreement" is defined in the introductory paragraph of this Confirmation.

"Monthly Payment" is defined in Section 3.1 of this Confirmation.

"MTR Attributes" means, with respect to a generating unit, the accounting, tagging, filing, or other reporting constructs associated with the generating unit that can be counted towards demonstrating compliance with an LSEs obligation to procure incremental resources as described in Ordering Paragraph 1 of CPUC Decision 21-06-035."

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

"MW" means megawatt.

"Path" refers to the Path 26 transmission constraint which is surrounded by two zones; North of Path 26 (PG&E's TAC) and South of Path 26 (SCE and SDG&E's TACs), as identified by the Commission in D.07-06-029.

"Planned Outage" means any outage that was submitted to the CAISO for approval at least eight (8) calendar days prior to the outage start date.

"Procurement Review Group" has the meaning set forth in CPUC Decision D. 02-08-071.

"Product" is defined in Article 1 of this Confirmation.

"RAR" means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction.

"Re-sale Plan" is defined in Section 2.7(b) of this Confirmation.

"Resold Product" is defined in Section 2.7 of this Confirmation.

"SCID of Benefitting LSE" means the Scheduling Coordinator ID Code (SCID) of the Load Serving Entity (LSE) that will be using the Product toward meeting their RAR in the given Showing Month.

"Showing Month" means the calendar month that is the subject of the related Compliance Showing, as set forth in the CPUC Decisions and outlined in the Tariff. For illustrative purposes only, pursuant to the Tariff and CPUC Decisions in effect as of the Confirmation Effective Date, the monthly Compliance Showing made in June is for the Showing Month of August.

"Shown Unit" means a Unit specified by Seller in a Supply Plan, but not necessarily identified by Seller to Buyer on the Confirmation Effective Date.

"Substitute Capacity" means "RA Substitute Capacity" as defined in the Tariff.

"System RAR" means the system resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction.

"Tariff" means the Fifth Replacement FERC Electric Tariff and the associated CAISO protocol provisions, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means any generation unit provided by Seller pursuant to Section 2.2 and any Alternate Unit or Shown Unit.

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

"Unit EFC" means, with respect to a Unit on any date of determination, the lesser of the Effective Flexible Capacity of the Unit as set by CAISO as of (x) the Confirmation Effective Date and (y) such date of determination.

"Unit NQC" means, with respect to a Unit on any date of determination, the lesser of Net Qualifying Capacity of the Unit as set by CAISO as of (x) the Confirmation Effective Date and (y) such date of determination.

APPENDIX B
PRODUCT AND PRICE INFORMATION

Product means Capacity Attributes with the following characteristics in Tables 1 and 2 below.

Table 1 – Product Attributes

Resource reference #	Showing Month and Year	RAR Quantity (MW)	Capacity Area*	FCR Quantity (MW)	Contract Price ($/kW-month)	SCID of Benefitting LSE
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

* Please specify: System, Bay Area, Humboldt, Sierra, Stockton, Fresno, Kern, North Coast/North Bay, LA Basin, Big Creek/Ventura, or PG&E Other. PG&E Other means capacity coming from any combination of resources in the Humboldt, Sierra, Stockton, Fresno, Kern, and/or North Coast/North Bay Local Areas.

To the extent that Seller provides FCR Attributes from Unit(s) for which the total Unit EFC exceeds the total Unit NQC and the sale of the FCR Contract Quantity from the Unit would leave FCR Attributes unusable by either Party, then Seller shall provide those additional FCR Attributes associated with the Contract Quantity provided by such Unit to Buyer at no additional cost. The Parties acknowledge that this may result in the total FCR Attributes delivered exceeding the FCR Contract Quantity and Contract Quantity listed above in any given Showing Month.

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

Table 2 – Resource Attributes

	Resource reference #1
Maximum Cumulative Capacity Category (1,2,3,4)	**4**
Flexible Capacity Category (1,2,3)	**1**
Path (North, South)	
Resource Contract Quantity	
Resource Category*	
Region*	
Battery Efficiency*	
Daily Storage Cycles*	

	Resource reference #2
Maximum Cumulative Capacity Category (1,2,3,4)	**4**
Flexible Capacity Category (1,2,3)	**N/A**
Path (North, South)	
Resource Contract Quantity	
Resource Category*	
Region*	
Battery Efficiency*	
Daily Storage Cycles*	

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

APPENDIX C
SUBSEQUENT SALE INFORMATION

Contract Key ID:	
Benefitting LSE SCID:	
Generic Volume (in MW):	
Local Volume (in MW and by local area):	
Flexible Volume (in MW):	
Term:	

APPENDIX D
NOTICE INFORMATION

Name: Silicon Valley Clean Energy Authority, a California joint powers authority

("Party A")

All Notices:

[redacted]

Name: Pacific Gas and Electric Company, a California corporation, limited for all purposes hereunder to its Electric Procurement and Electric Fuels Functions

("Party B")
All Notices:

[redacted]

[redacted]

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

APPENDIX E
FORM OF LETTER OF CREDIT
Issuing Bank Letterhead and Address

STANDBY LETTER OF CREDIT NO. XXXXXXXX

Date: [Insert issue date]

Beneficiary:	[Insert Beneficiary name] [Insert Beneficiary address]	**Applicant:**	[Insert Applicant name] [Insert Applicant address]

Letter of Credit Amount: [Insert amount]

Expiry Date: [Insert date that is one (1) year from offer date]

Ladies and Gentlemen:

By order of **[Insert name of Applicant]** ("Applicant"), we hereby issue in favor of **[Insert name of Beneficiary]** (the "Beneficiary") our irrevocable standby letter of credit No. **[Insert number of letter of credit]** ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ **[Insert amount in figures followed by (amount in words)]** ("Letter of Credit Amount"). This Letter of Credit is available with **[Insert name of issuing or paying bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on **[Insert expiry date]** (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents (which may be presented by physical delivery or by facsimile, e-mail or other electronic transmission):

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. **[Insert number]** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

> A. "The amount of the accompanying sight draft under Letter of Credit **[Insert number of letter of credit]** (the "Draft Amount") is owed to **[Insert name of Beneficiary]** by **[Insert name of Beneficiary's counterparty under the RA Confirmation]** ("Counterparty") under Confirmation for Resource Adequacy Capacity Product for CAISO Resources dated **[insert date of the Confirmation]** between **[Insert name of Beneficiary]** and Counterparty, which entitles **[Insert name of Beneficiary]** to draw the Draft Amount under Letter of Credit No. **[Insert number]**;" or

B. "Letter of Credit No. **[Insert number]** will expire in thirty (30) days or less and **[Insert name of Beneficiary's counterparty under the RA Confirmation]** has not provided replacement security acceptable to **[Insert name of Beneficiary]**."

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable;
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount; and
5. The Expiry Date of this Letter of Credit shall be automatically extended without amendment for a period of one year and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date, we notify you by registered mail or courier that we elect not to renew this Letter of Credit for such additional period.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at **[Insert bank's address for drawings]**.

All demands for payment shall be made by presentation of copies or original documents, or by facsimile, e-mail, or other electronic transmission of documents to [Insert fax number, email or other electronic transmission], Attention: [Insert name of bank's receiving department] or [Insert e-mail or other electronic transmission address]. If a demand is made by facsimile, e-mail or other electronic transmission, the originals or copies of documents must follow by overnight mail, and you may contact us at [Insert phone number(s)] to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the third (3rd) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision,* International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The electronic copy of this Letter of Credit shall be the operative instrument until such time as the original is received. This Letter of credit can be amended or terminated by facsimile, e-mail or other electronic transmission.

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[Insert number and any other necessary details]**.

Very truly yours,

[INSERT NAME OF ISSUING BANK]

By: _____
Name: **[Print or type name]**
Title: **[Print or type title]**

Docusign Envelope ID: 068AA12B-F893-4259-A043-0B6470F990B2

EXHIBIT A
SIGHT DRAFT

TO:
[**INSERT NAME AND ADDRESS OF PAYING BANK**]

AMOUNT: $_____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S. $_____(_____ U.S. DOLLARS)

DRAWN UNDER [**INSERT NAME OF ISSUING BANK**] LETTER OF CREDIT NO. [XXXXXX].

REMIT FUNDS AS FOLLOWS:

[**INSERT PAYMENT INSTRUCTIONS**]

DRAWER:

By: _____
Name: **[Print or type name]**
Title: **[Print or type title]**