Tina Walia, Chair
City of Saratoga

George Tyson, Vice Chair
Town of Los Altos Hills

Elliot Scozzola
City of Campbell

Sheila Mohan
City of Cupertino

Zach Hilton
City of Gilroy

Sally Meadows
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Rob Rennie
Town of Los Gatos

Evelyn Chua
City of Milpitas

Bryan Mekechuk
City of Monte Sereno

Yvonne Martinez Beltran
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, September 11, 2024
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Milpitas Police Department
1275 N. Milpitas Blvd
Milpitas, CA

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

2302 Zanker Road
San Jose, CA

Teleconference Meeting
Webinar:
https://cityofcupertino.zoom.us/j/96784791287

Telephone (Audio Only):
US: +1 669-900-6833
Webinar ID: 967 8479 1287

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.

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,

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 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 August 14, 2024, Board of Directors Meeting

1b) Approve Minutes of the August 14, 2024, Board of Directors Special Meeting

1c) Receive July 2024 Treasurer Report

1d) Adopt Resolution Establishing October 2, 2024 as Clean Air Day

1e) Authorize the Chief Executive Officer to Execute a Two-Year Agreement with Braun Blaising Wynne P.C. ("BBW") for a Not to Exceed Amount of $330,000 for Regulatory Legal Counsel Services

1f) Authorize the Chief Executive Officer to Execute an Agreement with Maher Accountancy Through September 30, 2025 for a Not to Exceed Amount of $298,500 for Accountant Services

1g) Receive Executive Committee Report

1h) Receive California Community Power Report

1i) Receive Additional Committee Reports

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SILICON VALLEY CLEAN ENERGY

Tina Walia, Chair
City of Saratoga

George Tyson, Vice Chair
Town of Los Altos Hills

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City of Mountain View

Larry Klein
City of Sunnyvale

Otto Lee
County of Santa Clara

Regular Calendar

2) CEO Report (Informational)
3) Adopt the Fiscal Year 2024-25 Recommended Operating Budget, Staff Benefits Update, and Updated Reserves Policy Targets (Action)
4) Adopt the Fiscal Year 2024-25 Strategic Focus Areas and Strategic Plan (Action)
5) Local Agency Action Planning (Informational)
6) Clean Pathways and 24x7 Study (Discussion)

Board Member Announcements and Direction on Future Agenda Items

Public Comment on Closed Session

Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Chief Executive Officer

CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Director Walia, Board Chair, and Director Tyson, Board Vice Chair
Unrepresented employee: Chief Executive Officer

Report from Closed Session

Adjourn

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333 W El Camino Real
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, 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

DRAFT MEETING MINUTES

Call to Order:
Chair Walia called the meeting to order at 7:00 p.m.

Roll Call
Present:
Tina Walia (Chair), Saratoga
George Tyson (Vice Chair), Los Altos Hills
Elliot Scozzola, Campbell
Sheila Mohan, Cupertino
Zach Hilton, Gilroy (participated remotely)
Evelyn Chua, Milpitas (participated remotely, arrived at 7:01 p.m.)
Yvonne Martinez Beltran, Morgan Hill (participated remotely)
Pat Showalter, Mountain View
Larry Klein, Sunnyvale
Otto Lee, Santa Clara County

Absent:
Sally Meadows, Los Altos
Rob Rennie, Los Gatos
Bryan Mekechuk, Monte Sereno

Public Comment on Matters Not Listed on the Agenda

Bruce Karney, Chair of Carbon Free Mountain View, on behalf of Carbon Free Mountain View and Carbon Free Silicon Valley, presented a five-timer award to Vice Chair George Tyson for his fifth year serving on the SVCE Board of Directors.

James Tuleya, Sunnyvale resident, provided information on the HomeIntel energy savings program at Home Energy Analytics which is available to all PG&E and CCA customers.

Consent Calendar

There were no questions or comments from the Board; there were no requests from the public to speak on any matter on the Consent Calendar.

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

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

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

The motion carried by verbal roll call vote with Directors Meadows, Rennie, Chua and Mekechuk absent.

Regular Calendar

2) CEO Report (Informational)

CEO Monica Padilla reported the following:

1) Introduction of Elisa Floyd, Legislative and Government Affairs intern, who provided brief welcome comments;
2) Citlalli Sandoval, Senior Regulatory Advisor, provided an update on the CPUC's Timely Energization Proceeding. Due to technical difficulties, CEO Padilla completed the report; and
3) Bena Chang, Director of Government and Legislative Affairs, provided an update on the Climate Bond.

Staff responded to questions from board members on the Climate Bond.

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

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 (Action)

Justin Zagunis, Director of Decarbonization Programs and Policy, introduced the item. Jessamyn Allen, Programs Lead, introduced Bruce Mast, independent consultant, and presented the recommendation to the Board of Directors to authorize CEO Padilla to execute agreements for implementation of an On-Bill Financing pilot.

The presentation included information on:

- Decarbonizing existing homes;
- Covering costs of electrification;
- Typical project costs to customers with rebates;
- Background info on SVCE's On-Bill Financing and its importance;
- The customer journey for someone participating in the on-bill financing pilot;
- Proposed vendors that would assist with financing and implementation;
- The pilot budget, which totaled $7,870,000;
- Risk considerations; and
- Finance pilot timeline.

Staff and Mr. Mast responded to questions from the Board of Directors regarding potential program candidates, loan payback periods, customer bill savings, anticipated repayment rate, single family homeowners versus rental property participants, dramatic load changes and if participants would be notified of the change, program length and tracking learnings from the pilot, other similar CCA financing pilots, and customer engagement.

Chair Walia opened Public Comment.

Bruce Karney commented he was happy with the item and encouraged the Board of Directors to support staff's recommendation.

Chair Walia closed Public Comment.

MOTION: Director Scozzola moved and Director Lee seconded the motion to authorize the Chief Executive Officer to Execute agreements with non-substantive changes approved by the CEO and subject to final review and approval by General Counsel:

- **Cohen Ventures, Inc. dba Energy Solutions ("Energy Solutions") for on-bill financing pilot advisory & evaluation support through 2026 and Energy Solutions will be contributing $2.67 million, provided to SVCE, for implementing the pilot.**
- **Franklin Energy Services, LLC for on-bill financing pilot implementation through 2035 and a not-to-exceed amount of $7.87 million, with a net SVCE contribution of $5.2 million**

The motion carried by verbal roll call vote with Directors Meadows, Rennie and Mekechuk absent.

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

Amrit Singh, CFO and Director of Administration, presented the preliminary budget for feedback. Key highlights of the budget included a positive financial year with a forecast year-over-year revenues decrease ~$112 million, a modest increase in power supply costs of about 6%, and contributions to reserves of $14 million. Other highlights included a recommendation to continue with a 4% discount with an additional 1% directed to low-income customers as bill credits to be revisited in December once PG&E rates were more certain, and an adjustment of employee compensation for the cost of living and merit and no additional full-time positions.

Topics covered in the presentation included:

- A proposed budget forecast;
- Revenue forecast uncertainty;
- Power supply cost review;
- Other operating expenses;
- Reserve targets review;
- Office space update, and
- Benefits upgrades

Staff responded to questions and comments from the Board of Directors which included: the building purchase/lease option, support for the addition of another holiday or floating holiday, hedging and risk assessments, budget approval process, parental leave, GHG reduction information timing, the focus on retention, and reserves.

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

Board Member Announcements and Future Agenda Items

Director Showalter thanked Dir. of Legislative and Government Affairs Bena Chang and Deputy Director of Decarbonization Programs and Policy Zoe Elizabeth for their involvement in updating National League of Cities' policy on local control in building electrification.

Adjourn
Chair Walia adjourned the meeting at 9:01 p.m.

ATTEST:

_____
Andrea Pizano, Board Secretary

Silicon Valley Clean Energy Authority
Board of Directors Special Meeting
Wednesday, August 14, 2024
5:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Milpitas Police Department
1275 N. Milpitas Blvd
Milpitas, CA

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

DRAFT MEETING MINUTES

Call to Order:
Chair Walia called the meeting to order at 5:06 p.m.

Roll Call
Present:

Directors:
Tina Walia (Chair), Saratoga
George Tyson (Vice Chair), Los Altos Hills
Elliot Scozzola, Campbell
Sheila Mohan, Cupertino
Evelyn Chua, Milpitas (participated remotely)
Bryan Mekechuk, Monte Sereno
Yvonne Martinez Beltran, Morgan Hill (participated remotely, arrived at 6:10 p.m.)
Pat Showalter, Mountain View
Larry Klein, Sunnyvale
Otto Lee, Santa Clara County

Alternate Directors:
Maria Ristow, Los Gatos

Absent:

Directors:
Zach Hilton, Gilroy
Sally Meadows, Los Altos
Rob Rennie, Los Gatos

Alternate Directors:
Sergio Lopez, Campbell
Hung Wei, Cupertino

Rebeca Armendariz, Gilroy
Pete Dailey, Los Altos
Lisa Schmidt, Los Altos Hills
Carmen Montano, Milpitas
Burton Craig, Monte Sereno
Margaret Abe-Koga, Mountain View
Tanya Carothers, Morgan Hill
Chuck Page, Saratoga
Murali Srinivasan, Sunnyvale
Sylvia Arenas, Santa Clara County

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

Regular Calendar

2) Study Session: Exploring Impacts of Policies on Customer Affordability

CEO Monica Padilla welcomed the SVCE Board of Directors and members of the public to the study session, with key goals for the session that included participants having a deeper understanding of rates, bills, and cost drivers, what SVCE is doing in relation to affordability, and how others can help.

The following SVCE staff members presented information:
Don Bray, Director of Strategic Development, provided an overview of rates which included a breakdown of residential electricity rates, information on PG&E's rates, an SVCE arrearage summary, California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) program information, and a snapshot of the average monthly electricity and gas bills by socioeconomic vulnerability index (SEVI).

Maren Wenzel, Director of Regulatory, Policy and Planning, reviewed legislative and regulatory policy impacts on rates. Key regulatory and legislative decisions were highlighted, information on wildfire recovery revenue requirements and the Net Billing Tariff was shared, and clean energy targets, an overview of the impacts of transmission and distribution needs, and key drivers were reviewed.

Director of Strategic Development Bray reviewed actions SVCE is taking on affordability which included a CARE/FERA credit offer, SVCE rate programs, and other SVCE programs to help lower customer bills.

Bena Chang, Director of Government and Legislative Affairs, reviewed what SVCE Board Members can do to help with affordability. Ideas included directing customers to existing resources and programs, informing customers of SVCE actions, educating customers and community stakeholders and communicating with policymakers.

Board members and staff discussed the content presented. Staff responded to questions from board members that included the following topics:

- Artificial intelligence in modeling,
- The deciding agency of wildfire protection activities,
- How residents can sign-up for CARE and FERA programs,
- Outreach to eligible CARE/FERA customers,
- Distribution upgrades,
- Addressing electrification of ADUs,
- Arrearages, including summary information and commercial arrearage info,
- Application process and criteria for CARE/FERA customers,
- The state General Fund,
- Electricity bills and reflecting electric charges,
- Addressing customer assistance in multiple languages,
- CARE/FERA discounts,
- SVCE's rate discount and the need for multi-language videos on how to understand your energy bill, and

- Vehicle to Grid Integration pilot.

Chair Walia opened Public Comment.

Dr. Patrick Kearns commented on the various communities and cultures that would visit user-friendly and convenient medical clinics that were made available. Dr. Kearns commented a similar population in SVCE's service territory should be reached regarding affordability options.

James Tuleya, Sunnyvale resident, commented on his involvement in HomeIntel and Home Energy Analytics, which is an energy saving program for PG&E customers that analyzes energy use for "unnecessary waste" and recommends targeted low-cost solutions.

Chair Walia closed Public Comment.

Adjourn
Chair Walia adjourned the meeting at 6:43 p.m.

ATTEST:

_____
Andrea Pizano, Board Secretary

TREASURER REPORT

Fiscal Year to Date
As of July 31, 2024

(Preliminary & Unaudited)

Issue Date: September 11, 2024

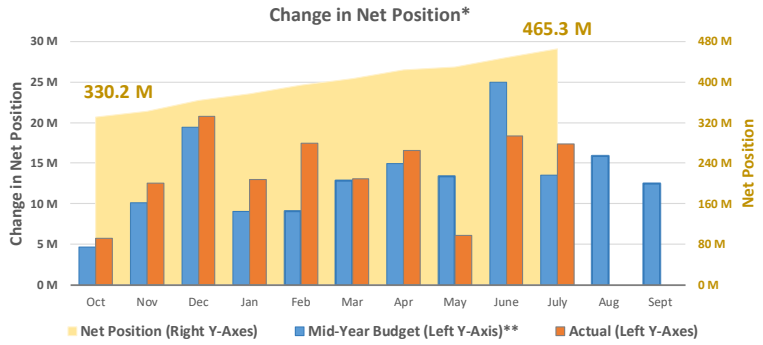
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SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights* ($ in millions)
July 31, 2024

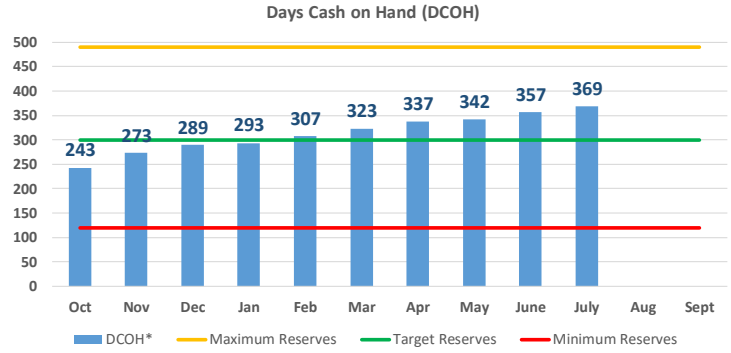
Balance Sheet Highlights:

> SVCE operations resulted in a change in net position of $17.3 million for the month of July and $140.8 million for fiscal-year-to-date (FYTD).*
> Total Net Position increased further to $465.3 million.
> SVCE is investing ~96% of available funds generating FYTD interest/dividend income of over $18.3 million.



*Does not yet recognize unspent program dollars

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



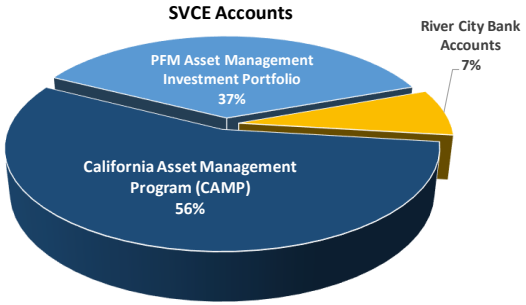
*Adjusted to reflect the Mid-Year Budget (approved in March 2024) revisions

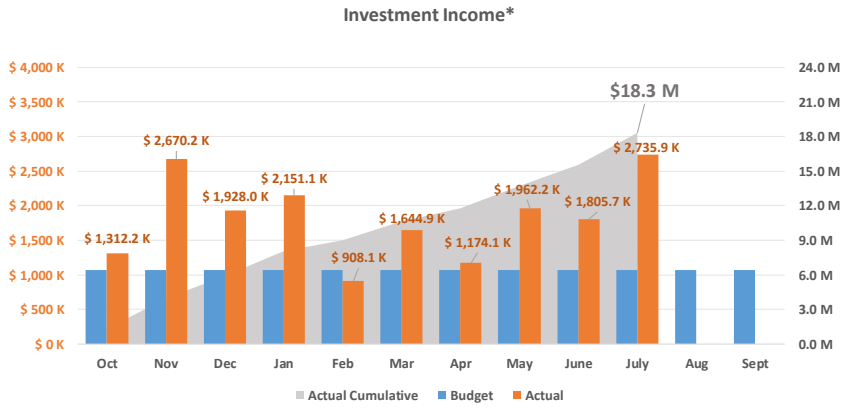
SVCE Yield-bearing Accounts:

Combined Ending Balance*	397.2 M
Total Interest/Div. Earned FYTD	18.3 M
Average Return On Investments**	5.25%

* 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)
July 31, 2024

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

> FYTD operating margin of $151.6 million or 35.3% is slightly below the Mid-Year budget expectations of 35.4% operating margin for the fiscal year to date.
> FYTD Power Supply costs are -1.7% below Mid-Year budget.
> Retail GWh sales for the month of July and FYTD landed 1.7% and 0.4% above Mid-Year budget respectively.

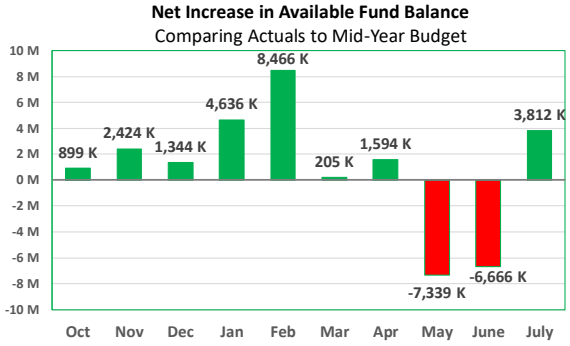
Variance Explanation:

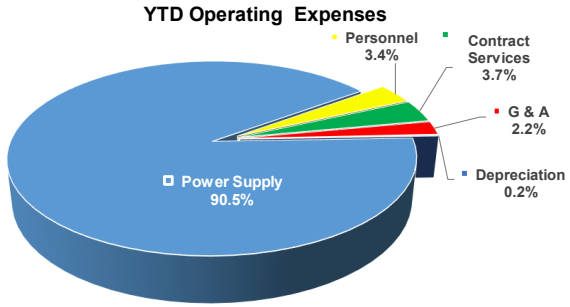
October - December *- mainly reflects lower operating expenses and higher investment income as revenue and power supply cost were actualized during the Mid-Year budgeting.*

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.*

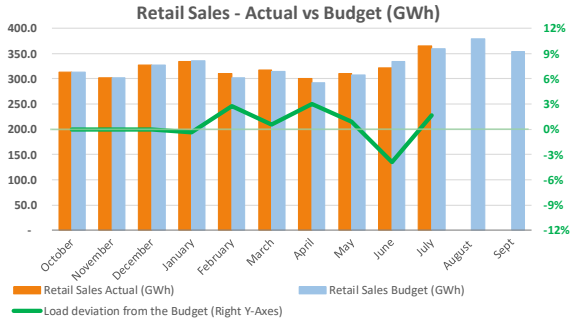
July *- mainly reflects stronger energy demand, higher investment income combined with lower power supply cost and recurrent savings from other operating expenditures.*

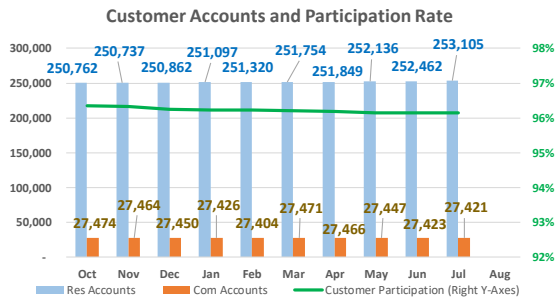




$ in millions	July Actual	July MY Budget	July % Dif	Fiscal YTD Actual	Fiscal YTD MY Budget	Fiscal YTD % Dif	Main Drivers:
Revenue	55.2 M	55.6 M	-0.8%	430.0 M	438.6 M	-1.9%	• *Lower sales in June - a high margin month were partly offset by stronger July*
Power Supply Cost	37.4 M	39.6 M	-5.4%	278.4 M	283.1 M	-1.7%	• *Lower YTD costs due to decline in energy prices. Settlement timing increases offset by lower energy prices and CRR revenue*
Operating Margin	17.7 M	16.1 M	10.4%	151.6 M	155.4 M	-2.4%	
Operating Expenses (ex Power)	2.3 M	2.8 M	-16.9%	21.7 M	26.6 M	-18.3%	• *Staffing vacancies, underrunning professional services, and lower marketing expenses*
Other Non-Op. Expen. (Income)	-2.7 M	-1.1 M	156.2%	34.7 M	44.7 M	-22.4%	• *Reflects higher Interest Income*
Net Increase in Available Fund Balance	18.2 M	14.4 M	26.5%	95.2 M	84.2 M	13.1%	• *Reflects budgetary transfers to program and other funds*

Customer Load Statistics:





Total Accounts	**280,526**
Opt-Out Accounts (Month)	**55**
Opt-Out Accounts (FYTD)	**554**
Opt-Up Accounts (Month)	**(291)**
Opt-Up Accounts (FYTD)	**(491)**

Program Funds:

	Beginning Balance	End Balance	YTD Contributions	YTD Expenditures
General Program Fund	$ 56,617,120	$ 81,659,280	$ 31,062,000	$ 6,019,840
CRCR Fund*	$ 5,483,032	$ 6,132,590	$ 4,300,000	$ 3,650,442
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 July 31, 2024

ASSETS		
Current Assets		
Cash & Cash Equivalents	$	284,807,325
Accounts Receivable, net of allowance		51,430,201
Investments		50,243,219
Accrued Revenue		31,101,651
Other Receivables		3,719,769
Prepaid Expenses		2,921,800
Deposits		3,043,964
Restricted cash		166,965
Total Current Assets		**427,434,894**
Noncurrent assets		
Capital assets, net of depreciation		868,434
Investments		115,256,824
Deposits		45,130
Total Noncurrent Assets		**116,170,388**
Total Assets		**543,605,282**
LIABILITIES		
Current Liabilities		
Accounts Payable		1,048,642
Accrued Cost of Electricity		47,815,845
Other accrued liabilities		1,937,813
User Taxes and Energy Surcharges due to other gov'ts		1,550,179
Supplier security deposits		375,000
Lease liability		490,168
Total Current Liabilities		**53,217,647**
Noncurrent Liabilities		
Supplier security deposits		25,053,125
Total noncurrent liabilities		**25,053,125**
Total Liabilities		**78,270,772**
NET POSITION		
Net investment in capital assets		378,266
Restricted for security collateral		166,965
Unrestricted (deficit)		464,789,279
Total Net Position	**$**	**465,334,510**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2023 through July 31, 2024

OPERATING REVENUES	
Electricity Sales, Net	$ 426,619,495
GreenPrime electricity premium	2,088,081
Liquidated damages	1,291,500
Other income	26,290
TOTAL OPERATING REVENUES	**430,025,366**
OPERATING EXPENSES	
Cost of Electricity	278,379,657
Contract services	11,401,454
Staff compensation and benefits	10,304,519
Other operating expenses	6,886,869
Depreciation	532,009
TOTAL OPERATING EXPENSES	**307,504,508**
OPERATING INCOME(LOSS)	**122,520,858**
NONOPERATING REVENUES (EXPENSES)	
Interest Income	18,292,245
Financing costs	(14,408)
TOTAL NONOPERATING REVENUES (EXPENSES)	**18,277,837**
CHANGE IN NET POSITION	140,798,695
Net Position at beginning of period	324,535,815
Net Position at end of period	**$ 465,334,510**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2023 through July 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 433,758,219
Receipts of liquidated damages	$ 1,216,500
Receipts of security deposits	32,260,840
Other operating receipts	15,290
Payments to suppliers for electricity	(317,211,911)
Payments of security deposits	(720,000)
Payments for other goods and services	(19,839,366)
Payments for staff compensation and benefits	(10,353,844)
Tax and surcharge payments to other governments	(7,437,600)
Net cash provided (used) by operating activities	**111,688,128**
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Finance costs paid	(14,408)
Net cash provided (used) by financing activities	**(14,408)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments of lease liability	(433,645)
Acquisition of capital assets	(151,584)
Net cash provided (used) by capital and related financing activities	**(585,229)**
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of investments	(121,010,140)
Proceeds from investment sales	46,702,550
Investment income received	17,498,884
Net cash provided (used) by investing activities	**(56,808,706)**
Net change in cash and cash equivalents	54,279,785
Cash and cash equivalents at beginning of year	230,694,505
Cash and cash equivalents at end of period	**$ 284,974,290**
Reconciliation to the Statement of Net Position	
Cash and cash equivalents (unrestricted)	$ 284,807,325
Restricted cash	166,965
Cash and cash equivalents	**$ 284,974,290**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)
October 1, 2023 through July 31, 2024

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

Operating Income (loss)	$ 122,520,858
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	532,009
(Increase) decrease in accounts receivable	(1,540,807)
(Increase) decrease in other receivables	1,788,726
(Increase) decrease in accrued revenue	(669,529)
(Increase) decrease in prepaid expenses	(1,568,623)
(Increase) decrease in current deposits	22,558,515
Increase (decrease) in accounts payable	(1,798,596)
Increase (decrease) in accrued cost of electricity	(31,135,975)
Increase (decrease) in accrued liabilities	304,008
Increase (decrease) in energy settlements payable	347,288
Increase (decrease) in taxes and surcharges due to other governments	(176,621)
Increase (decrease) in supplier security deposits	526,875
Net cash provided (used) by operating activities	**$ 111,688,128**

SILICON VALLEY CLEAN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through July 31, 2024

	FYTD	FYTD	Variance		FY 2023-24	FY 2023-24
OPERATING REVENUES	**Actual**	**Mid-Year Budget**	**$**	**%**	**Mid-Year Budget**	**Remaining Budget**
Energy Sales	$426,619,495	$436,965,363	-$10,345,868	-2%	$550,852,000	$124,232,505
Green Prime Premium	2,088,081	1,554,828	$533,253	34%	1,962,000	(126,081)
Other Income	1,317,790	41,667	1,276,123	3063%	50,000	(1,267,790)
TOTAL OPERATING REVENUES	**430,025,366**	**438,561,858**	**(8,536,492)**	**-2%**	**552,864,000**	**122,838,634**
ENERGY EXPENSES						
Power Supply	278,379,657	283,112,890	(4,733,233)	-2%	365,617,000	87,237,343
Operating Margin	**151,645,709**	**155,448,968**	**(3,803,259)**	**-2%**	**187,247,000**	**35,601,291**
OPERATING EXPENSES						
Data Management	2,635,979	2,843,750	(207,771)	-7%	3,413,000	777,021
PG&E Fees	995,218	1,225,000	(229,782)	-19%	1,470,000	474,782
Salaries & Benefits	10,304,519	12,158,789	(1,854,270)	-15%	14,818,000	4,513,481
Professional Services	4,250,386	6,842,063	(2,591,677)	-38%	8,210,000	3,959,614
Marketing & Promotions	745,658	1,041,250	(295,592)	-28%	1,250,000	504,342
Notifications	152,064	262,500	(110,436)	-42%	315,000	162,936
Lease	444,266	459,375	(15,109)	-3%	551,000	106,734
General & Administrative	2,197,190	1,742,738	454,452	26%	2,091,000	(106,190)
TOTAL OPERATING EXPENSES	**21,725,280**	**26,575,465**	**(4,850,185)**	**-18%**	**32,118,000**	**10,392,720**
OPERATING INCOME/(LOSS)	**129,920,429**	**128,873,503**	**1,046,926**	**1%**	**155,129,000**	**25,208,571**
NON-OPERATING REVENUES						
Investment Income	18,292,245	10,722,722	7,569,523	71%	12,867,000	(5,425,245)
TOTAL NON-OPERATING REVENUES	**18,292,245**	**10,722,722**	**7,569,523**	**71%**	**12,867,000**	**(5,425,245)**
NON-OPERATING EXPENSES						
Financing	1,816	2,500	(684)	-27%	3,000	1,184
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	141,078	41,667	99,411	239%	50,000	(91,078)
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	(2,369,075)	-	(2,369,075)	n/a	-	2,369,075
TOTAL OTHER USES	**52,966,825**	**55,403,667**	**(2,436,842)**	**-4%**	**55,412,000**	**2,445,175**
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	**$95,244,033**	**$84,190,058**	**$11,053,975**	**13%**	**$112,581,000**	

SILICON VALLEY CLEAN ENERGY AUTHORITY
GENERAL PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through July 31, 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	6,019,840	21,080,154	22.2%
Net increase (decrease) in fund balance	**$ 3,962,006**	**$25,042,160**		
Fund balance at beginning of period		56,617,120		
Fund balance at end of period		$81,659,280		

CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE*
October 1, 2023 through July 31, 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	2,369,075	1,930,925	55.1%
Other program expenditures	3,535,082	1,281,367	2,253,715	36.2%
Total Program expenditures	7,835,082	3,650,442	4,184,640	
Net increase (decrease) in fund balance	**$ (3,535,082)**	**649,558**		
Fund balance at beginning of period		5,483,032		
Fund balance at end of period		$6,132,590		

ELECTRIFICATION DISCOUNT FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through July 31, 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 July 31, 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 July 31, 2024

Net Increase (decrease) in available fund balance per budgetary comparison schedule	$	95,244,033
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position		
Subtract depreciation expense		(532,009)
Subract program expense not in operating budget		(7,301,207)
Add back GASB 87 expenses not in operating budget		421,053
Add back transfer to Program fund		52,825,747
Add back capital asset acquisition		141,078
Change in Net Position		**140,798,695**

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2023 through July 31, 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	$ 54,859,852			$ 426,619,495
Green electricity premium	136,391	$ 117,438	$ 130,927	$ 144,552	$ 123,168	$ 345,167	$ 260,986	$ 282,540	$ 233,689	$ 313,223			2,088,081
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	55,173,075	-	-	430,025,366
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	$ 37,430,073			278,379,657
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	$ 1,099,778			10,304,519
Data manager	253,895	$ 253,378	$ 253,607	$ 266,090	$ 266,560	$ 267,462	$ 267,463	$ 268,287	$ 268,955	$ 270,282			2,635,979
Service fees - PG&E	98,425	$ 98,101	$ 104,757	$ 98,337	$ 98,296	$ 98,780	$ 98,791	$ 102,388	$ 98,000	$ 99,343			995,218
Consultants and other professional fees	541,215	$ 504,693	$ 660,992	$ 742,608	$ 791,882	$ 871,701	$ 921,168	$ 721,975	$ 1,058,348	$ 955,675			7,770,257
Other operating expenses	420,848	$ 324,106	$ 862,366	$ 1,239,599	$ 611,097	$ 817,661	$ 646,109	$ 605,490	$ 699,548	$ 660,045			6,886,869
Depreciation	49,996	$ 56,455	$ 54,023	$ 52,427	$ 52,426	$ 52,839	$ 53,377	$ 53,377	$ 53,377	$ 53,712			532,009
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	40,568,908	-	-	307,504,508
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	14,604,167	-	-	122,520,858
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	$ 2,735,851			18,292,245
Financing costs	(6,183)	$ (10,369)	$ (8,950)	$ (9,232)	$ (9,082)	$ (8,625)	$ (9,051)	$ (8,763)	$ 56,777	$ (930)			(14,408)
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	2,734,921	-	-	18,277,837
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**	**$ 17,339,088**	**$ -**	**$ -**	**$ 140,798,695**

SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2023 through July 31, 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	$ 33,775,796	$ -	$ -
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	$ 251,939,518	$ -	$ -
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	$ 167,452,997	$ -	$ -
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**	**$ 453,168,310**	**$ -**	**$ -**

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%	4.43%		
California Asset Management Program (CAMP)	5.56%	5.58%	5.55%	5.54%	5.50%	5.48%	5.44%	5.43%	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%	5.14%		
Average Return On Investments:	**5.37%**	**5.33%**	**5.27%**	**5.37%**	**5.34%**	**5.32%**	**5.32%**	**5.27%**	**5.23%**	**5.25%**		

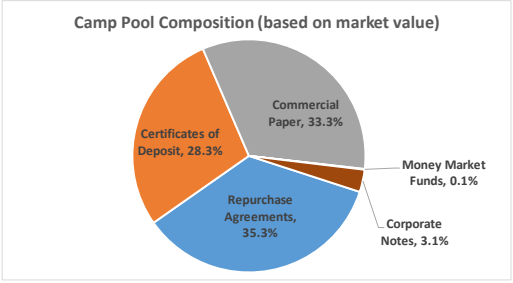
Interest Earned	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 9,534	$ 9,534	$ 11,867	$ 17,766	$ 6,667	$ 11,034	$ 12,990	$ 10,887	$ 5,199	$ 18,019	$ -	$ -
California Asset Management Program (CAMP)	$ 830,321	$ 870,683	$ 976,741	$ 997,552	$ 964,966	$ 1,132,689	$ 1,173,875	$ 1,147,004	$ 1,047,409	$ 1,070,525	$ -	$ -
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	$ 1,986,622	$ -	$ -
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**	**$ 3,075,167**		

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

CAMP Portfolio Statistics

As of July 31, 2024

Beginning of the Month Market Value	$ 226,868,993
Ending of The Month Market Value	$ 251,939,518
Yield at Market	5.43%
Weighted Average Maturity (days)	49

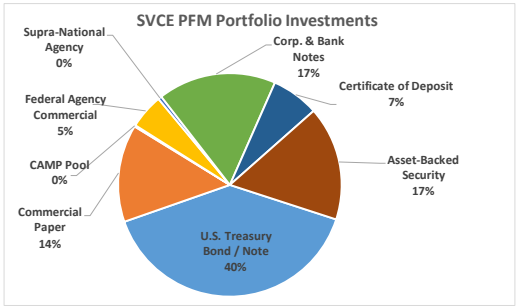


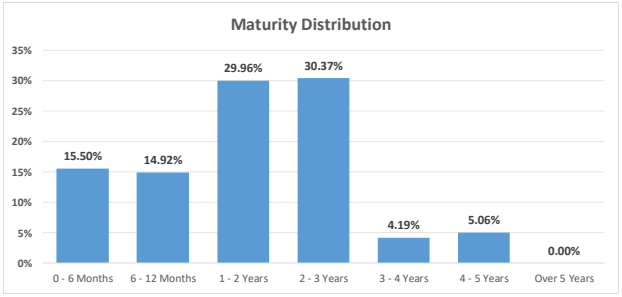
PFM Portfolio Statistics

As of July 31, 2024

Portfolio Par Value	$ 166,301,440
Portfolio Market Value (icl. Accrued Interest)	$ 167,452,997
Yield at Cost	5.14%
Yield at Market	4.83%
Benchmark Yield*	4.54%
Portfolio Effective Duration (years)	1.31
Weighted Average Maturity (days)	628

*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

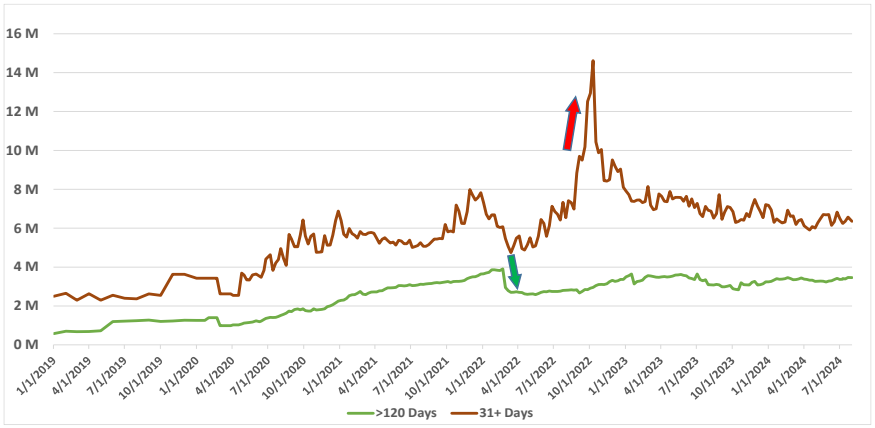
	October	November	December	January	February	March	April	May	June	July	August	Sept	YTD
Retail Sales Actual (GWh)	**312.6**	**302.5**	**327.8**	**334.1**	**310.1**	**317.0**	**300.6**	**309.8**	**321.5**	**365.8**			**3,202**
Retail Sales Budget (GWh)	**312.6**	**302.5**	**327.8**	**335.5**	**301.7**	**315.1**	**291.9**	**307.2**	**334.6**	**359.8**	**378.7**	**353.2**	**3,189**
Load deviation from the Budget	*0.0%*	*0.0%*	*0.0%*	*-0.4%*	*2.8%*	*0.6%*	*3.0%*	*0.9%*	*-3.9%*	*1.7%*			***0.4%***
Customer Participation Rate Res	96.3%	96.3%	96.2%	96.2%	96.2%	96.2%	96.1%	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%	96.5%			
Total Accounts	278,236	278,201	278,312	278,523	278,724	279,225	279,315	279,583	279,885	280,526			**280,526**
Opt-Out Accounts	56	29	51	73	102	49	73	26	40	55			**554**
Opt-Up Accounts	-18	-6	-5	-25	-11	-8	-27	-2	-98	-291			**-491**

Age Summary (as of 8/1/2024)

<30 days	$47,079,009
<60 days	$1,489,415
<90 days	$735,260
<120 days	$674,826
Older	$3,455,932

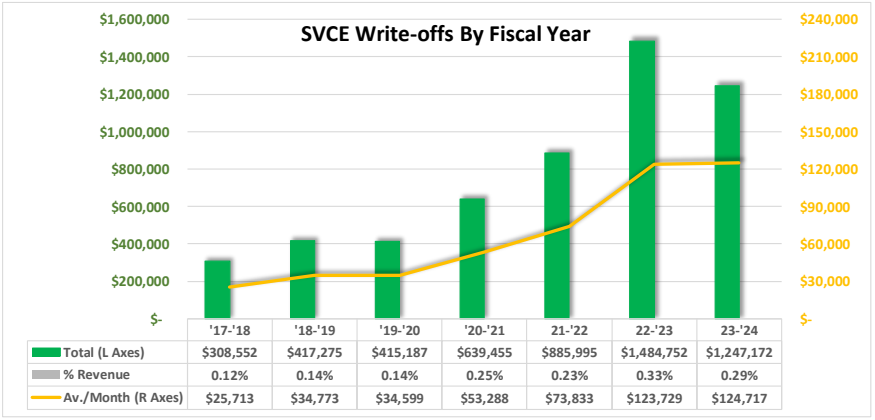
Accounts Receivable Days
35 Days
$53,434,442
TOTAL DUE

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	$6.4 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.



Bad Debt % (*Budget*)
0.75%

Bad Debt % (Actual)
July 2024 FYTD
0.29%

Certificate of Compliance

During the reporting period for the month ended July 31, 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 **July 31, 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										
07/02/24	07/10/24	GMCAR 2024-3 A2A DTD 07/10/2024 5.350% 06/16/2027	38013KAB6	710,000.00	(709,998.23)	0.00	(709,998.23)			
07/12/24	07/15/24	NATIXIS NY BRANCH COMM PAPER DTD 07/11/2024 0.000% 01/31/2025	63873JNX4	2,000,000.00	(1,941,333.33)	0.00	(1,941,333.33)			
07/16/24	07/24/24	HART 2024-B A2A DTD 07/24/2024 5.150% 06/15/2027	44934QAB7	560,000.00	(559,977.38)	0.00	(559,977.38)			
07/17/24	07/26/24	BLACKROCK FUNDING INC CORPORATE NOTES (C DTD 07/26/2024 4.600% 07/26/2027	09290DAH4	495,000.00	(494,985.15)	0.00	(494,985.15)			
07/18/24	07/23/24	PNC FINANCIAL SERVICES CORP NOTES (CALLA DTD 07/23/2024 5.102% 07/23/2027	693475BY0	825,000.00	(825,000.00)	0.00	(825,000.00)			
07/23/24	07/25/24	UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 07/25/2024 4.750% 07/15/2026	91324PFF4	275,000.00	(274,538.00)	0.00	(274,538.00)			
07/23/24	07/30/24	TAOT 2024-C A2A DTD 07/30/2024 5.160% 05/17/2027	89237QAB6	335,000.00	(334,996.82)	0.00	(334,996.82)			
07/24/24	07/30/24	USAOT 2024-A A2 DTD 07/30/2024 5.250% 03/15/2027	90327VAB4	1,140,000.00	(1,139,926.24)	0.00	(1,139,926.24)			
07/24/24	07/30/24	CHAOT 2024-4A A2 DTD 07/30/2024 5.250% 09/27/2027	16144YAB4	520,000.00	(519,951.38)	0.00	(519,951.38)			
07/29/24	**08/01/24**	**HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/01/2024 4.650% 07/30/2027**	**438516CX2**	**485,000.00**	**(484,985.45)**	**0.00**	**(484,985.45)**			
Transaction Type Sub-Total				**7,345,000.00**	**(7,285,691.98)**	**0.00**	**(7,285,691.98)**			
INTEREST										
07/01/24	07/25/24	FHMS K058 A1 DTD 11/09/2016 2.340% 07/01/2026	3137BSP64	414,957.91	0.00	809.17	809.17			
07/01/24	07/25/24	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			
07/01/24	07/25/24	FHMS K065 A1 DTD 07/24/2017 2.864% 10/01/2026	3137F1G36	654,175.09	0.00	1,561.30	1,561.30			

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 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										
07/01/24	07/25/24	FHMS K068 A2 DTD 10/27/2017 3.244% 08/01/2027	3137FBBX3	850,000.00	0.00	2,297.83	2,297.83			
07/01/24	07/25/24	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	535,397.25	0.00	1,673.12	1,673.12			
07/01/24	07/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	750,000.00	0.00	1,426.25	1,426.25			
07/01/24	07/25/24	FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027	3137FBU79	750,000.00	0.00	1,991.87	1,991.87			
07/01/24	07/25/24	FNA 2015-M11 A2 DTD 07/30/2015 2.849% 04/01/2025	3136APSZ6	647,881.86	0.00	1,538.07	1,538.07			
07/01/24	07/25/24	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			
07/01/24	07/25/24	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			
07/01/24	07/25/24	FHMS K059 A2 DTD 11/29/2016 3.120% 09/01/2026	3137BSRE5	700,000.00	0.00	1,820.00	1,820.00			
07/08/24	07/08/24	CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 01/08/2024 4.500% 01/08/2027	14913UAE0	315,000.00	0.00	7,087.50	7,087.50			
07/08/24	07/08/24	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/08/2024 4.500% 01/08/2027	24422EXF1	400,000.00	0.00	9,000.00	9,000.00			
07/09/24	07/09/24	COOPERAT RABOBANK UA/NY DTD 01/09/2024 4.850% 01/09/2026	21688ABA9	600,000.00	0.00	14,550.00	14,550.00			
07/09/24	07/09/24	MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 01/11/2024 4.900% 01/09/2026	58769JAP2	800,000.00	0.00	19,382.22	19,382.22			
07/10/24	07/10/24	COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	400,000.00	0.00	2,750.00	2,750.00			
07/13/24	07/13/24	AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	400,000.00	0.00	3,000.00	3,000.00			

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 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										
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	WELLS FARGO BANK NA CORPORATE NOTES (CAL DTD 01/23/2024 4.811% 01/15/2026	94988J6H5	1,000,000.00	0.00	22,985.89	22,985.89			
07/15/24	07/15/24	HART 2023-C A2A DTD 11/13/2023 5.800% 01/15/2027	44918CAB8	588,346.50	0.00	2,843.67	2,843.67			
07/15/24	07/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	493,858.03	0.00	1,436.30	1,436.30			
07/15/24	07/15/24	US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027	91282CJT9	3,500,000.00	0.00	70,000.00	70,000.00			
07/15/24	07/15/24	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			
07/15/24	07/15/24	BACCT 2024-A1 A DTD 06/13/2024 4.930% 05/15/2029	05522RDJ4	1,030,000.00	0.00	4,513.69	4,513.69			
07/15/24	07/15/24	FORDO 2024-B A2A DTD 06/24/2024 5.400% 04/15/2027	34531QAB5	1,650,000.00	0.00	5,197.50	5,197.50			
07/15/24	07/15/24	NAROT 2024-A A2A DTD 05/22/2024 5.470% 12/15/2026	65479UAB4	660,000.00	0.00	3,008.50	3,008.50			
07/15/24	07/15/24	US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,000,000.00	0.00	30,000.00	30,000.00			
07/15/24	07/15/24	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			
07/15/24	07/15/24	KCOT 2024-2A A2 DTD 06/25/2024 5.450% 04/15/2027	50117DAB2	300,000.00	0.00	908.33	908.33			

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 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										
07/15/24	07/15/24	COPAR 2023-2 A2A DTD 10/11/2023 5.910% 10/15/2026	14044EAB4	884,761.45	0.00	4,357.45	4,357.45			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	3,500,000.00	0.00	78,750.00	78,750.00			
07/15/24	07/15/24	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			
07/15/24	07/15/24	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6	125,000.00	0.00	557.29	557.29			
07/15/24	07/15/24	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			
07/15/24	07/15/24	WOART 2024-B A2A DTD 05/22/2024 5.480% 09/15/2027	98164HAB4	425,000.00	0.00	1,940.83	1,940.83			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	WOART 2023-D A2A DTD 11/08/2023 5.910% 02/16/2027	98164DAB3	318,177.43	0.00	1,567.02	1,567.02			
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/15/24	07/15/24	MBART 2023-2 A2 DTD 10/25/2023 5.920% 11/16/2026	58769FAB1	267,279.80	0.00	1,318.58	1,318.58			

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 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										
07/15/24	07/15/24	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			
07/15/24	07/15/24	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			
07/16/24	07/16/24	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			
07/16/24	07/16/24	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	110,000.00	0.00	444.58	444.58			
07/16/24	07/16/24	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			
07/20/24	07/20/24	VALET 2023-2 A2A DTD 11/21/2023 5.720% 03/22/2027	92867YAB0	475,271.90	0.00	2,265.46	2,265.46			
07/21/24	07/21/24	HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	195,000.00	0.00	921.38	921.38			
07/22/24	07/22/24	PFAST 2023-2A A2A DTD 11/10/2023 5.880% 11/23/2026	732916AB7	749,177.28	0.00	3,670.97	3,670.97			
07/25/24	07/25/24	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			
07/25/24	07/25/24	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7	715,000.00	0.00	4,526.74	4,526.74			
07/25/24	07/25/24	CHAOT 2024-1A A2 DTD 03/27/2024 5.480% 04/26/2027	16144BAB4	210,000.00	0.00	959.00	959.00			
07/25/24	07/25/24	CHAOT 2024-3A A2 DTD 06/27/2024 5.530% 09/27/2027	16144LAB2	810,000.00	0.00	3,483.90	3,483.90			
Transaction Type Sub-Total				**45,714,284.50**	**0.00**	**385,040.48**	**385,040.48**			
MATURITY										
07/01/24	07/01/24	FHMS K039 A2 DTD 09/01/2014 3.303% 07/01/2024	3137BDCW4	286,577.05	286,577.05	788.80	287,365.85	4,623.30	0.00	
07/05/24	07/05/24	TORONTO DOMINION BANK NY CERT DEPOS DTD 08/17/2023 5.850% 07/05/2024	89115BWU0	2,200,000.00	2,200,000.00	115,472.50	2,315,472.50	0.00	0.00	
Transaction Type Sub-Total				**2,486,577.05**	**2,486,577.05**	**116,261.30**	**2,602,838.35**	**4,623.30**	**0.00**	

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 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										
07/01/24	07/25/24	FHMS K065 A1 DTD 07/24/2017 2.864% 10/01/2026	3137F1G36	23,047.79	23,047.79	0.00	23,047.79	994.84	0.00	
07/01/24	07/25/24	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	638.80	638.80	0.00	638.80	21.01	0.00	
07/01/24	07/25/24	FHMS K058 A1 DTD 11/09/2016 2.340% 07/01/2026	3137BSP64	14,137.65	14,137.65	0.00	14,137.65	724.55	0.00	
07/01/24	07/25/24	FNA 2015-M11 A2 DTD 07/30/2015 2.849% 04/01/2025	3136APSZ6	1,089.37	1,089.37	0.00	1,089.37	42.60	0.00	
07/01/24	07/25/24	FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027	3137FBU79	267.25	267.25	0.00	267.25	12.92	0.00	
07/15/24	07/15/24	COPAR 2023-2 A2A DTD 10/11/2023 5.910% 10/15/2026	14044EAB4	71,338.21	71,338.21	0.00	71,338.21	6.30	0.00	
07/15/24	07/15/24	HART 2023-C A2A DTD 11/13/2023 5.800% 01/15/2027	44918CAB8	43,074.88	43,074.88	0.00	43,074.88	2.02	0.00	
07/15/24	07/15/24	NAROT 2023-B A2A DTD 10/25/2023 5.950% 05/15/2026	65480MAB9	76,118.01	76,118.01	0.00	76,118.01	1.12	0.00	
07/15/24	07/15/24	WOART 2023-D A2A DTD 11/08/2023 5.910% 02/16/2027	98164DAB3	25,452.05	25,452.05	0.00	25,452.05	2.14	0.00	
07/15/24	07/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	32,983.84	32,983.84	0.00	32,983.84	856.81	0.00	
07/15/24	07/15/24	MBART 2023-2 A2 DTD 10/25/2023 5.920% 11/16/2026	58769FAB1	21,767.28	21,767.28	0.00	21,767.28	0.97	0.00	
07/20/24	07/20/24	VALET 2023-2 A2A DTD 11/21/2023 5.720% 03/22/2027	92867YAB0	28,772.24	28,772.24	0.00	28,772.24	1.68	0.00	
07/22/24	07/22/24	PFAST 2023-2A A2A DTD 11/10/2023 5.880% 11/23/2026	732916AB7	100,501.18	100,501.18	0.00	100,501.18	3.09	0.00	
07/25/24	07/25/24	CHAOT 2024-1A A2 DTD 03/27/2024 5.480% 04/26/2027	16144BAB4	4,842.18	4,842.18	0.00	4,842.18	0.41	0.00	
Transaction Type Sub-Total				**444,030.73**	**444,030.73**	**0.00**	**444,030.73**	**2,670.46**	**0.00**	
SELL										
07/25/24	07/26/24	US TREASURY NOTES DTD 11/30/2022 4.500% 11/30/2024	91282CFX4	875,000.00	872,607.42	6,024.59	878,632.01	6,972.65	329.12	FIFO

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 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
SELL										
07/30/24	08/01/24	US TREASURY NOTES DTD 11/30/2022 4.500% 11/30/2024	91282CFX4	125,000.00	124,692.38	952.87	125,645.25	1,030.27	62.83	FIFO
Transaction Type Sub-Total				1,000,000.00	997,299.80	6,977.46	1,004,277.26	8,002.92	391.95	
Managed Account Sub-Total					(3,357,784.40)	508,279.24	(2,849,505.16)	15,296.68	391.95	
Total Security Transactions					($3,357,784.40)	$508,279.24	($2,849,505.16)	$15,296.68	$391.95	

Bolded items are forward settling trades.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1d

Item 1d:	**Adopt Resolution Establishing October 2, 2024 as Clean Air Day**
From:	Monica Padilla, CEO
Prepared by:	Juliette Pascual, Community Outreach Specialist
Date:	9/11/2024

RECOMMENDATION

Staff recommends the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) adopt Resolution 2024-12 Declaring October 2, 2024 as Clean Air Day.

BACKGROUND

Clean Air Day is a statewide event built on the idea that shared experiences unite people to action to improve our community health. By joining together for a unified day of action, we can create new habits to clear the air for all members of California's diverse communities. California Clean Air Day is a project of the Coalition for Clean Air.

ANALYSIS & DISCUSSION

In addition to air quality concerns from sources like vehicle emissions, industrial smokestacks, and wildfires, studies have shown that contributions from water heaters, space heaters, and stoves are responsible for significant emissions and generate measurable impacts on air quality. Focusing on the health benefits of building electrification represents an effective way for SVCE to communicate with customers about the need to decarbonize their world.

Staff intends 2024 to be SVCE's third year of participating in this opportunity to expand awareness and efforts in 2025 and beyond. For 2024, staff plans to take the following actions:

- Create social media posts for customers around the "Clean Air" message
- Encourage employees to engage
- Encourage and support other agencies to adopt resolutions, sponsor events, push out social media posts, etc.

Adopting the attached resolution is a foundational step for this effort.

STRATEGIC PLAN

The proposed programs align with the board-adopted FY 23/24 strategic plan for the following goals:

- Goal #10: Empower customers with the awareness, knowledge and resources needed to make effective clean energy choices
- Goal #11: Support communication and engagement with public, private, and non-profit stakeholders to leverage our decarbonization efforts

ALTERNATIVE

The Board may choose to decline the opportunity to adopt the resolution or edit its contents.

Agenda Item: 1d **Agenda Date: 9/11/2024**

FISCAL IMPACT

N/A

ATTACHMENTS

1. Recommended Resolution 2024-12 Declaring October 2, 2024 Clean Air Day

SILICON VALLEY CLEAN ENERGY AUTHORITY
RESOLUTION NO. 2024-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY DECLARING OCTOBER 2, 2024 CLEAN AIR DAY

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, California has some of the most polluted regions in the United States; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of local residents; and

WHEREAS, individual actions such as electrifying space and water heating and replacing gas ranges with induction cooktops can directly improve air quality in our region; and

WHEREAS, agency employees, vendors and directors have tremendous power to help lower emissions; and

WHEREAS, pledges by individuals have shown to result in action; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 2, 2024; and

WHEREAS, Silicon Valley Clean Energy is committed to the health of our residents, workforce, visitors, and community at large.

NOW THEREFORE, the Board of Directors of the Silicon Valley Clean Energy Authority does hereby resolve that October 2, 2024 be declared “Clean Air Day” in the district; and be it further

RESOLVED, that our departments ask their employees to take the clean air pledge for California Clean Air Day; and be it further

RESOLVED, that we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

PASSED AND ADOPTED this 11th day of September, 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 Secretary

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1e

Item 1e:	**Authorize the Chief Executive Officer to Execute a Two-Year Agreement with Braun Blaising Wynne P.C. ("BBW") for a Not to Exceed Amount of $330,000 for Regulatory Legal Counsel Services**
From:	Monica Padilla, CEO
Prepared by:	Maren Wenzel, Director of Regulatory, Policy and Planning
Date:	9/11/2024

RECOMMENDATION

Staff recommends that the Silicon Valley Clean Energy (SVCE) Board of Directors ("Board") authorize the Chief Executive Officer (CEO) to execute the attached agreement, in substantive form, with Braun Blaising Wynne P.C. ("BBW") for regulatory legal counsel services for an amount not to exceed $330,000 for a two-year term starting October 1, 2024.

BACKGROUND

BBW has been SVCE's primary provider of regulatory counsel services since 2016. As one of the earliest firms serving Community Choice Aggregators (CCAs) in that capacity, their team has extensive knowledge about CCA regulatory issues. Given their unique experience working with SVCE, other CCAs and in depth knowldege of the California energy market, staff did not conduct a competitive search for regulatory legal services but rather seeks to continue to use BBW. The proposed agreement would refresh SVCE's current contract with BBW, which will now provide for $165,000/year over the next two fiscal years. This reflects a continuation of current services to address new emerging issues in the regulatory space. The current agreement was originally signed in 2022 for two years expiring at the end of September 2024.

ANALYSIS & DISCUSSION

BBW provides "bread and butter" legal services for SVCE's regulatory activities. This includes monitoring CPUC activities; drafting, editing, and/or filing regulatory and compliance documents; legal research and advising on topics of interest to SVCE staff and leadership; and coordinating joint filings with other CCAs. BBW's history with the CCA community gives them a great depth of knowledge on CCA issues, and their work with other CCAs in the region facilitates the regulatory collaboration that has been an important part of CCAs' approach at the CPUC.

As the California regulatory space continues to grow more complex, SVCE will continue to benefit from BBW's expertise and proactive engagement in the regulatory space, including outreach to stakeholders across various regulatory and state agencies such as the California Public Utilities Commission (CPUC), California Energy Commission (CEC), and California Independent System Operator (CAISO). Staff expects that BBW will provide support in numerous key regulatory proceedings impacting SVCE. For the Power Supply team this includes Resource Adequacy, Integrated Resource Planning and Renewable Portfolio Standards among others. BBW is also utilized to support on regulatory proceedings impacting other departments including the Finance and Administrative and Decarbonization Policy and Programs, such as the Provider of Last Resort and the Higher Distributed Energy Resources proceeding. Additionally, BBW provides valuable insights and tracking for proceedings which may not have an immediate impact to SVCE but increase staff's awareness of the broader regulatory space and emerging trends.

Agenda Item: 1e **Agenda Date: 9/11/2024**

STRATEGIC PLAN

Delegating authority to the CEO to execute the BBW agreement will directly support Goal 17 of SVCE's Strategic Plan, "Engage elected officials to inform them of SVCE's work and to partner on advancing policies."

ALTERNATIVE

If the Board does not delegate authority to the CEO, SVCE will have a significant need for regulatory counsel services that cannot be filled by current SVCE staff. SVCE would need to either issue an RFP and identify a different legal firm to provide these services or hire more internal staff with legal expertise in CCA regulatory matters. Both these alternatives would leave SVCE with no regulatory legal support for at least six months therefore increasing operational risk to the agency.

FISCAL IMPACT

The total fiscal impact of these services is $330,000, equally divided over two fiscal years. The first-year cost is included in the FY24-25 budget request ($165,000). Appropriations of funds for the subsequent fiscal year of the agreement will be requested in upcoming budgets, and subject to Board approval.

ATTACHMENTS

1. Agreement with Braun Blaising Wynne P.C.

AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND BRAUN BLAISING & WYNNE, P.C FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement"), is entered into this 4th day of September, 2024, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and BRAUN BLAISING & WYNNE, P.C, a California professional corporation, whose address is 555 Capitol Mall, Suite 570, Sacramento CA 95814 (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, 2024, and shall terminate on September 30, 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 shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed three hundred thirty thousand dollars and no/100 ($330,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference. The total amount of charges under this Agreement shall not exceed $165,000 per either contract year.

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. 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.

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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

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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**

A. 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.

B. The Consultant currently represents several clients that have operational Community Choice Aggregation ("CCA") programs. The Consultant also represents the California Community Choice Association, an association of CCA programs. (*See* Exhibit F, which reflects the Consultant's current list of clients.) Together with the Authority, these CCA clients shall be referred to below as "CCA Clients." The Consultant anticipates that it will from time to time provide joint representation of the CCA Clients before regulatory agencies, whether directly or indirectly through a coalition or other organizational structure. This section generally describes the contemplated joint representation and requests written consent to the Consultant's joint representation. This section also describes potential conflicts and requests written consent to the Consultant's continuing representation in such circumstances.

C. The Consultant does not believe that the Consultant's joint representation of the CCA Clients presently involves any *actual* conflicts of interest. The Authority should be aware, however, that such representation may involve *potential* conflicts and that the interests and objectives of each of the participants individually on certain issues may, at some time in the future, become inconsistent with the interests and objectives of the other participants. The Consultant's joint representation has implications, which the Authority should consider. For example, rather than vigorously asserting a single participant's interest on an issue, it is likely that the Consultant will balance interests between the participants represented. Because individual participants may have different talents, energy, personal goals, and financial resources, sole representation of one participant could result in more aggressive advocacy, and hence more favorable treatment, for that participant compared to the more even-handed approach the Consultant may follow in representing multiple interests. Joint representation may also result in the loss of the attorney-client privilege for communications with members of the Consultant,

because anything disclosed by one participant on a matter of common interest could be disclosed to a jointly represented client in a civil proceeding between the two participants.

D. The Consultant will make every effort during the course of joint representation to confirm that the participants continue to have a commonality of interest in connection with the positions asserted. If interests diverge during the course of joint representation, further disclosure and waiver of the conflict, or withdrawal from representation, could be necessary.

E. In addition to the joint representation described above, the Consultant also represents numerous public agencies in California on diverse matters of energy law and regulation. Therefore, it is possible that, while the Consultant is representing the Authority, certain types of conflicts may arise in matters unrelated to the present engagement for which the Consultant requests the Authority's consent and waiver now. Present or future clients, including clients who rely upon the Consultant for general representation, may ask the Consultant to represent them in transactions or litigation adverse to the Authority. The Consultant would decline the other representation if the Firm believes there is a risk of misuse of the Authority's confidential information. It is expressly understood and agreed that the Consultant may accept the other representation if the Consultant discloses the other representation and (i) obtains a subsequent conflict waiver from the Authority or (ii) the Consultant withdraws from representing the Client. In either case, Consultant must also provide notice to the Authority of any adverse representation, including in unrelated matters. If the Consultant withdraws from representing the Authority, the Authority agrees that it will not seek to disqualify the Consultant based on the Consultant's previous representation of the Authority, if the Authority believes there is not a risk of misuse of the Authority's confidential information.

F. By signing this Agreement, the Authority confirms (i) that the Authority has been informed as to the nature of potential conflicts that may arise as a result of the Consultant's joint representation and the Consultant's representation of other clients; (ii) that the Authority has been provided a reasonable opportunity to seek the advice of independent counsel regarding potential conflicts and waiver thereof; (iii) that the Authority understands an actual conflict may arise in the future that would require an additional disclosure and waiver, or, alternatively, withdrawal by the Consultant; (iv) that the Authority agrees that the Consultant may represent other clients as described herein, including clients in *unrelated* matters adverse to the Authority; and (v) that the Authority hereby waives any claim of conflict of interest arising from such representation.

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.

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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. Scott Blaising (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.

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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:

NOTICES TO AUTHORITY:
333 W. El Camino Real
Suite 330
Sunnyvale CA 94087
Attention: Chief Executive Officer

INVOICESNOTICES TO AUTHORITY:
invoices@svcleanenergy.org

TO CONSULTANT:
Braun Blaising & Wynne, P.C
555 Capitol Mall, Suite 570
Sacramento, CA 95814
blaising@braunlegal.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 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

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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

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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.

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CONSULTANT NAME
Braun Blaising & Wynne, P.C

By: _____
Name: Scott Blaising
Title: Shareholder/Secretary
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

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Exhibit A
Scope of Services

Consultant will provide regulatory and legal services related to, among other things, rates, rules, policies and regulations affecting Community Choice Aggregation programs.

Exhibit B
Schedule of Performance

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

Task	Begin	Complete
1. Legal Services	October 2024	September 2026

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 three hundred thirty thousand dollars and no/100 ($330,000.00) dollars, as set forth below. The total amount of charges under this Agreement shall not exceed $165,000 per either contract year. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Task	**Estimated Budget**
1. Legal Services	$330,000
Total	$330,000

Rates

Title	**Hourly**
Senior Shareholders	$490
Senior Attorney	$400
Senior Associates	$380
Junior Associates	$330
Paralegal / Law Clerk	$190
Administrative Assistant	$75

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 $1,000,000 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 1f

Item 1f:	**Authorize the Chief Executive Officer to Execute an Agreement with Maher Accountancy Through September 30, 2025 for a Not to Exceed Amount of $298,500 for Accountant Services**
From:	Monica Padilla, CEO
Prepared by:	Amrit Singh, CFO / Director of Administrative Services Nik Zanotto, Sr. Manager of Technology and Administrative Services
Date:	9/11/2024

RECOMMENDATION

Staff recommends the Board of Directors authorize the Chief Executive Officer to execute an agreement with Maher Accountancy for $298,500 for a one-year term through September 30, 2025.

BACKGROUND

SVCE has been utilizing the services of Maher Accountancy since March 2017 providing critical accounting services including accounts payable, receivables, reporting and auditing. The current agreement is for 1 year expiring on September 30, 2024. Maher Accountancy services strengthen internal controls and provide institutional knowledge based on years of experience with other Community Choice Aggregators. Based on SVCE's positive experience with Maher Accountancy and the agency's need for continuity in providing accounting services, staff concluded using Maher Accountancy for another year is most prudent and therefore did not run a competitive solicitation process.

ANALYSIS & DISCUSSION

Maher Accountancy shall provide accounting services and financial operational assistance to the Authority for a fixed monthly fee. There is a modest increase in cost ($5,000) between the proposed agreement and the current agreement, to adjust for inflation (1.70% year over year – in line with Bay Area Consumer Price Index data from the Bureau of Labor Statistics). Services are generally the same and include (See Exhibit A of Attachment 1):

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

Agenda Item: 1f **Agenda Date: 9/11/24**

11. Provide hosting and portal to assist with contracts management.

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

STRATEGIC PLAN

The recommendation supports the financial goals of the Strategic Plan.

ALTERNATIVE

The Board may direct staff to issue a competitive solicitation for accounting relating services and platform. Doing so will take time and will not likely result in a timely or better solution. As such, staff does not recommend this alternative. Staff will look at the need for a request for proposals prior to the expiration of the proposed contract.

FISCAL IMPACT

This recommendation results in a $298,500 fiscal impact to the agency but is offset with the avoidance of SVCE hiring internal staff to perform these duties. The recommended contract is an increase of $5,000 consisting solely of the inflationary adjustment.

ATTACHMENTS

1. Agreement with Maher Accountancy

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

THIS AGREEMENT ("Agreement"), is entered into this 1st day of October, 2024, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and MAHER ACCOUNTANCY, a California Corporation whose address 1101 Fifth Avenue, Suite 200, San Rafael, CA 94901 (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 Accounting Services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on October 1, 2024, 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 two hundred ninety-eight thousand five hundred dollars and no/100 dollars ($298,500.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

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

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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

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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, limited to liabilities arising out of Consultant's sole negligence or willful misconduct as determined by court decision or by the agreement of the Parties, 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.

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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.

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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

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services required under this agreement

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer ("Authority Representative") shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Maher Accountancy (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**

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

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be 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,

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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

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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

APPROVED AS TO FORM:

_____

Counsel for Authority

DRAFT

CONSULTANT NAME
MAHER ACCOUNTANCY

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

SILICON VALLEY CLEAN ENERGY AUTHORITY
A Joint Powers Authority

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

ATTEST:

_____
Authority Clerk

DRAFT

Exhibit A
Scope of Services

Monthly Financial Operational Assistance:

1. Assist in development of operating budget in collaboration with management and technical consultants.

2. Maintain the general ledger by:
    a. Posting billings, accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, etc.
    b. Prepare or maintain the following monthly analysis regarding general ledger account balances:
        i. Reconciliation to statements from Authority's financial institution for cash activity and balances;
        ii. Reconcile customer data manager reports of customer activity and accounts receivable;
        iii. Estimated user fees earned but not billed as of the end of the reporting period;
        iv. Schedule of depreciation of capital assets;
        v. Aged schedule of accounts payable;
        vi. Schedules of details regarding all remaining balance sheet accounts.

3. Manager accounts payable: Consultant utilizes a cloud-based accounts payable document management system to provide for documentation of management review, proper segregation of duties, and access to source data. Consultant ensures that required authorization is documented, and that account coding is correct. SVCEA staff then authorizes the release of payment by an independent payment service in order to provide an additional safeguard.

4. Manage compliance with fiscal provisions of vendor contracts: Before submitting vendor invoices for management approval, Consultant verifies that a vendor invoice with contract provisions regarding time periods, rates, and financial limits.

5. Monitor expenditure budget compliance. Consultant monitors budget available and will make timely suggestions for any necessary budget amendments.

6. Provide periodic and year-to-date accrual basis financial statements with comparison to projections.

7. Provide modified accrual basis financial statement with comparison to budget.

8. Filing annual information returns such as form 1099/1096's.

9. Present financial information to Board of Directors, as needed.

10. Assist the treasury function.

11. Provide services to meet the requirements of applicable laws and regulations relating to the provisions of accounting services for Authority.

12. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports.

13. Provide hosting and portal management for the contracts management portal. Prepare annual financial statements and coordination with independent auditor.

14. Provide an electronic record of Authority's accounting files after the close of each month.

Exhibit B
Schedule of Performance

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

Task	Begin	Complete
Accounting Services Monthly	October 2024	September 2025
Prepare annual financial statements and coordinate with external auditor (Annual)	October 2024	September 2025
Contract Portal Management (Annual)	October 2024	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 ninety-eight thousand five hundred dollars and no/100 dollars ($298,500.00 dollars), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Task	**Estimated Budget**
1. Accounting Services (monthly)	$22,250
2. Prepare annual financial statements and coordinate with external auditor (annual)	$16,500
3. Contract Portal Management (annual)	$15,000
Total	$298,500

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 $3,000,000 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.

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 1g

Item 1g:	**Receive Executive Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Larry Klein, Executive Committee Chair
Date:	9/11/2024

The Executive Committee met August 23, 2024 and considered a request to recommend the SVCE Board of Directors approve the FY 24/25 Strategic Focus Areas and Strategic Plan, considered a request to recommend the Expanded Education Fund, received information on the 2024 Member Agency grants, and received an update on the Multifamily Retrofits program.

CEO Monica Padilla reviewed the proposed FY 24/25 Strategic Focus Areas, which were aligned with the previous update provided in June. Last year's focus area of "Implement Innovative Finance Solutions" was removed, and a new focus area on Affordability was added. Executive Committee members provided feedback on the Strategic Plan, which included making the measures more quantifiable and combining two of the goals that appeared to be redundant. Staff will present the proposed changes at the September Board of Directors meeting for approval.

Pamela Leonard, Deputy Director of Marketing and Communications, and Juli Miller, Climate Corps Fellow, presented a request for the Executive Committee to support the Expanded Education Fund for FY 24/25 in an amount of $100,000. The Expanded Education fund would offer competitive grants to non-profits working with schools to expand reach in SVCE service area schools, and enhance climate/clean energy curriculum. The Executive Committee voted unanimously to support staff's recommendation, which will be brought to the October Board of Directors meeting for consideration.

Justin Zagunis, Director of Decarbonization Programs and Policy, and Jessica Cornejo, Senior Programs Specialist, presented information on SVCE's developing grant program that addresses building and transportation electrification, resilience, and community engagement and education. The program will be divided into three areas: 1) Noncompetitive Member Agency Grants, 2) Competitive Member Agency Grants, and 3) Competitive Community Grants. Each agency will be awarded a noncompetitive allocation that can be used for projects located at facilities or public sites. The member agency competitive funding will allow agencies to pursue additional funding with the option to stack with their noncompetitive allocation. Competitive community grants will support electrification and resilience projects for interested community organizations. Both the Noncompetitive and Competitive Member Agency Grants are expected to launch in September- October of this year, with the selection of competitive projects anticipated in May 2025 and the deadline to submit noncompetitive projects in December 2025. The Competitive Community Grants will launch in Spring 2025. Grant information will continue to be shared with member agency staff, and board members are encouraged to follow up with any questions.

Nupur Hiremath, Manager of Decarbonization Programs and Policy, and Leanna Huynh, Senior Programs Specialist, presented information on SVCE's Multifamily Retrofits program, which is for existing deed-restricted affordable multifamily properties of five or more units.

Agenda Item: 1g **Agenda Date: 9/11/2024**

Materials from this meeting can be found on SVCE's website: SVCE Executive Committee Meeting, August 23, 2024

The next meeting of the Executive Committee will be September 27, 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 1h

Item 1h:	**Receive California Community Power Report**
To:	Silicon Valley Clean Energy Board of Directors
From:	Monica Padilla, CEO
Date:	9/11/2024

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 Wednesday, August 21, 2024.

Attached is an August summary report from General Manager Alex Morris; materials from the August board meeting can be found here on the CC Power website: CC Power Meeting, 8/21/24

The next meeting of the board will be September 18, 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, August 21, 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:** 8/21/24
FROM: Alex Morris – General Manager
SUBJECT: **Report on CC Power Regular Board of Directors Meeting – August 21, 2024**

The CC Power Board of Directors held its August Board Meeting on August 21, 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 June 18, 2024.
- **Regular Agenda Items**:
    - **General Manager Report –** the Board heard updates on various work and potential project items. First, the GM reported that, on behalf of all nine CC Power members, a solicitation was launched to consider new renewable and storage projects, including projects for "Direct Pay" ownership consideration. (Solicitations – ca community power). Second, the Board was briefed on multiple new potential project ideas under consideration, including a Resource Adequacy trading 'pool' that may yield $1M-$4M in member savings in summer months, a project designed to optimize interconnection study priorities which would help CCA projects have timely studies, a CADEMO offshore wind site tour, and exploration of master-service agreements as an approach for cost-savings in some service-areas use by CCAs. Lastly, the Board received operational updates as CC Power enters its 2024-2025 fiscal year.
    - **Resolution 24-08-01 – Approval of Acquisition of Computer Based Training Offering for CC Power Members** – the board unanimously approved this authorization for CC Power to contract for four computer-based training offerings for members, including Grid 101, Grid 201, CCA 101, and FERC Anti-Market Manipulation trainings. Total not-to-exceed costs over the three-year contract are $200k. Members will be billed only if trainings are used. Costs per training will range, estimated at $200-$500/training. Trainings will be available in Q4, 2024 or sooner.

- **Closed Session Items:**

    - The Board voted to amend the CC Power Energy Storage Agreement for the Tumbleweed Energy Storage project. This action was reported in the public session of the Board Meeting. The board also discussed updates on another CC Power energy storage contract.

- **Public Comments on Closed-Session Items:** none

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1i

Item 1i:	**Receive Additional Committee Reports**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	9/11/2024

There are no reports for the Audit Committee, Finance and Administration Committee, and 2024 Legislative Response to Industry Transition Ad Hoc Committee as they have not met since the last report.

The next meeting of the Audit Committee will occur September 26, 2024 at 2:00 p.m.; the Finance and Administration Committee will meet in November based on member availability; the 2024 Legislative Response to Industry Transition Ad Hoc Committee will meet in October 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:	9/11/2024

REPORT

Staff Updates

Since 2017, SVCE has utilized the support of Climate Corp Fellows to complete various projects for the agency. The fellowship program is offered through Strategic Energy Innovations and is a 10-month bridge-to-career fellowship program for college graduates, who receive a UC Climate Stewards certificate after the program. At the August Executive Committee meeting, I recognized and thanked our outgoing Climate Corps Fellows Julianne Miller and Mia Yancich for their contributions. Additionally, we'd like to thank our interns Rebecca Dawson and Elisa Floyd for their projects in 2024.

For this year's fellowship cycle, we welcome two new fellows:

Ashlie Park

Ashlie joins SVCE as a Community Outreach Fellow. She graduated from Cal Poly SLO in 2023 with a B.S. in environmental management & protection and completed double minors in GIS and sustainable environments. Since graduating, Ashlie has finished her internship at the Sierra Club where she worked closely with the Northern Chumash Tribal Council to assist in the designation process of the proposed Chumash Heritage National Marine Sanctuary off the Central Coast. Ashlie will help promote community involvement in sustainable energy initiatives as part of the Marketing and Communications team. Outside of work, Ashlie spends her free time golfing, exploring trails, trying new restaurants, and window shopping.

Santosh Muralidaran

Santosh is originally from Cupertino and is an early career professional in the clean energy and transportation sectors. He most recently completed a year-long research fellowship at the Alaska Center for Energy and Power of the University of Alaska Fairbanks after graduating with his bachelor degrees in 2023, and has other experience working for various think tanks and nonprofits on sustainability projects. Having lived in the French Riviera, British Columbia, and Alaska since high school, he is excited to now return back to his home region and work for SVCE as an electrification fellow under the Climate Corps Fellowship as part of the Decarbonization Policies and Programs Department. Outside of work, he enjoys running and biking and is an avid aviation enthusiast.

Anand Govindarajan

Anand joined SVCE on August 19th as a Senior Quantitative Analyst. Anand has experience providing analytical solutions and portfolio risk management services to electric utilities, CCAs, renewable and storage developers and corporations. He holds PhD and MS degrees in Energy Economics and Policy from Pennsylvania State University, and a B.S. in Chemical Engineering from National Institute of Technology in India. He will be working on the build-out and maintenance of the company-wide net revenue model and the development of market and liquidity risk analyses among other Risk Management tasks. Outside of work Anand enjoys playing tennis.

Personnel Officer Update
Recruitment efforts continue for a Power Settlements Planner or Manager in the Power Resources and Operations Department and for a Deputy Board Clerk/ Administrative Assistant to support the current Board Clerk Andrea Pizano. Finance and Administration are also recruiting for an IT Analyst and an Administrative Assistant.

Job descriptions and applications can be found on SVCE's website: Current Job Openings

Clean Energy Update
Staff continues its procurement efforts to source clean energy for calendar years 2024 and 2025. Market conditions for clean resources continue to be unfavorable for buyers. Additionally, SVCE has seen its portfolio perform slightly below expected levels through the midpoint of 2024 due to lower than expected output from its variable resources including long-term power purchase agreements for solar, wind and geothermal and allocations of large hydro and nuclear resources. Currently the agency is expected to hit ~81% clean for 2024 and 82.4% for 2025.

SVCE is on track to meet the Renewable Portfolio Standard (RPS) requirements for Compliance period four ("CP4") which includes 2021 through 2024. Requirements include an overall RPS of 40% and long-term RPS requirement of 65% or 26% as a percent of the overall RPS.

Staff issued a request for offers (RFO) for new and existing clean resources under long-term power purchase agreements. Offers are due September 20th, 2024. The solicitation can be found on the open solicitations portion of the SVCE website, here: https://svcleanenergy.org/solicitations/.

Attachment 1 provides an update of SVCE's clean energy efforts through long-term power purchase agreements.

Decarbonization Programs and Policy Update
Staff have been developing the new $10M program, approved by the Board in March 2024, to provide decarbonization grant funding for projects that address building and transportation electrification, resilience, and community engagement and education. The program will be divided into three areas: 1) Non-Competitive Member Agency Grants, 2) Competitive Member Agency Grants, and 3) Competitive Community Grants. Each agency will be awarded a noncompetitive allocation that can be used for projects located at facilities or public sites. The member agency competitive funding will allow agencies to pursue additional funding with the option to stack with their noncompetitive allocation. Competitive community grants will support electrification and resilience projects for interested community organizations. For more information, watch the recorded presentation (starting at 59:59) and view the PowerPoint (slide 17) from SVCE's August Executive Meeting.

Please see Attachment 2 for a quarterly programs update.

Energy Services & Community Relations Updates
Staff have been working to get a tiny home built since the board approved funding for the project in June 2022. The demo home features all-electric appliances for customers to see and learn about in person. The unit will be leveraged as an outreach tool to engage customers at community events and learn about available rebates and resources to go electric. Member agencies may request to reserve the demo home through an online form that will be shared soon. Staff will be able to preview the mobile, all-electric demonstration home at the September retreat on Sept. 12. The board is welcome to join this viewing at noon at the SVCE office. Staff will also send out a list of upcoming events where the demo home is on display.

On August 29 SVCE staff supported Los Altos Hills in hosting a successful ribbon cutting celebration for the recently installed battery storage system and solar-powered education kiosk. The battery system is connected to a pre-existing solar array and increases the Town Hall's energy resilience. The outdoor kiosk is an engagement tool that helps residents explore and understand the benefits of the clean energy used to power the facility. The projects received a total of $120,00 from SVCE through our Community Grant program. Congratulations to Los Altos Hills on this project completion.

The board is invited to use the SVCE Group Pass for the Verge 2024 conference in San Jose on Oct. 29 – 31, 2024. If interested, please reach out to Andrea Pizano for more information.

Please see Attachment 3 for a recap of our community engagement and marketing efforts this past month.

Regulatory & Legislative Update

Last month we reported on a proposed decision related to implementation of AB 1373. On August 22nd, the Commission voted affirmatively in favor of CPUC staff directing the Department of Water Resources (DWR) to seek up to 10.6 giga watt (GW) of new resources on behalf of CPUC jurisdictional LSEs, such as SVCE. This will be made up of 7.6 GW of Offshore Wind, 1 GW of geothermal 1 GW of multi-day storage and 1 GW of long duration storage with a minimum of 12 hours. This authorization allows the DWR to seek this amount of capacity but does not guarantee the full 10.6 GW will be procured. 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.

In November of 2023 my predecessor notified the board of SVCE's decision to appeal the citation the organization received for its 2023 Year Ahead Resource Adequacy Compliance Filing. SVCE was fined approximately $3 million dollars and is appealing largely on the ground of "impossibility" to comply, including the impacts of commercial delays of long-term contracted PPAs. Having completed discovery and written testimony, SVCE and CPED will be filing opening briefs in the administrative appeal, overseen by a CPUC Administrative Law Judge, on September 20th. Both sides' reply briefs will be due October 11th. While other administrative steps may be taken, SVCE expects this to be the final step prior to a decision in the case.

The legislature finished their session on August 31st. At the end of session, lawmakers introduced an energy affordability package that contained several repackaged and new bills. Out of the package, the following bills passed and are awaiting the Governor's signature or veto:

- AB 3264 (Petrie-Norris): Reporting bill on energy burden, cost of transmission, and energy efficiency/demand-side management programs.
- SB 1142 (Menjivar): Directs the CPUC to consider a customer's ability to pay when determining terminating or reconnecting service.
- SB 1420 (Caballero): Environmental streamlining for hydrogen projects.

Other bills failed including:

- AB 3121 (Petrie-Norris): Would have returned unspent funding from a school energy/water efficiency program and two solar/storage programs to ratepayers.
- SB 1272 (Laird): Would have created a master Environmental Impact Report for renewable projects.
- SB 1003 (Dodd): Would have adjusted timelines for wildfire mitigation plan approvals and required IOUs to consider both time required to implement an action and the amount of risk reduction for the cost.

Another high-priority bill for SVCE, SB 1221 (Min), which would create a neighborhood decarbonization pilot at the CPUC, also made it through the legislature and awaits the Governor's signature or veto. Finally, Governor Newsom has called for a special session this fall focused on addressing high gasoline prices.

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 October 2024 through December 2024, please refer to Attachment 5.

ATTACHMENTS

1. Clean Power Update, September 2024
2. Decarbonization Programs Quarterly Report, FY24 Q3 Milestones
3. Energy Services & Community Relations Update, September 2024

4. Regulatory and Legislative Update, September 2024
5. Agenda Look Ahead, October 2024 – December 2024

Agenda Item: 2 **Agenda Date: 9/11/2024**

Exhibit 1 - CEO Agreements Executed

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

1) Rising Sun Center for Opportunity, Memorandum of Understanding: Externship program, up to 120 hours
2) Richard Heath and Associates, Amendment: Service Optimization Guides for Building Officials and Contractors, extends date to October 31, 2024
3) PFM Financial Advisors, Amendment: Financial Advisors Services, extends date to September 30, 2024
4) Camus Energy, Amendment: Software as a Service, not to exceed $664,000, extends date to September 8, 2025
5) Ion Translations, LLC, Amendment: Translations Services, extends date to September 30, 2026
6) Ascend Analytics, Amendment: General Consulting Software Tools and Support Services, not to exceed $1,426,944, extends date to March 31, 2025. Approved by the SVCE Board of Directors at the August 14, 2024 meeting.
7) Aiqueous, Amendment: Portfolio Management Support, changes made to scope of work
8) Renne Public Policy Group (RPPG), Amendment: Grant Services Bench for Advanced Clean Energy Buildings, Transportation and Innovation Programs and Projects, assignment to California Public Policy Group (CPPG)
9) Richards Watson and Gershon, Amendment: Legal Services, not to exceed $430,000, extends date to September 30, 2025. Approved by the SVCE Board of Directors at the August 14, 2024 meeting.
10) JD Power (Zappy Ride), Agreement: Master License and Services Agreement, not to exceed $284,000, Oct. 1, 2024 – September 30, 2027. Approved by the SVCE Board of Directors at the August 14, 2024 meeting.
11) Bryce Consulting, Agreement: Human Resources Consulting Services, not to exceed $34,500, Oct. 1, 2024 – September 30, 2025.
12) MMA, Agreement: Health Benefits Consulting Services, not to exceed $30,000, Oct. 1, 2024 – September 30, 2025.
13) Acterra, Agreement: EV Rebate Community Outreach Events, not to exceed $25,000, Oct. 29, 2024 – January 31, 2025.

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
Dynasty Power Inc.	8/6/2024	Purchase	Resource Adequacy	10/1/2024	12/31/2024	$828,240.00
Central Coast Community Energy	8/16/2024	Purchase	Resource Adequacy	10/1/2024	10/31/2024	$88,000.00
Central Coast Community Energy	8/16/2024	Sale	Resource Adequacy	10/1/2024	10/31/2024	$77,000.00
NextEra	8/20/2024	Purchase	Resource Adequacy	10/1/2024	10/31/2024	$70,800.00
City of Riverside	8/22/2024	Sale	Import Allocation Rights	5/1/2025	10/31/2025	$20,970.00
NRG Business Marketing, LLC	8/23/2024	Purchase	Hedge Energy	11/1/2024	11/30/2024	$1,130,167.50
Morgan Stanley Capital Group	8/27/2024	Purchase	Hedge Energy	12/1/2024	12/31/2024	$1,622,664.00
Morgan Stanley Capital Group	8/27/2024	Purchase	Hedge Energy	1/1/2025	3/31/2025	$7,312,317.10

These agreements are included in the Board packet as Appendix A.

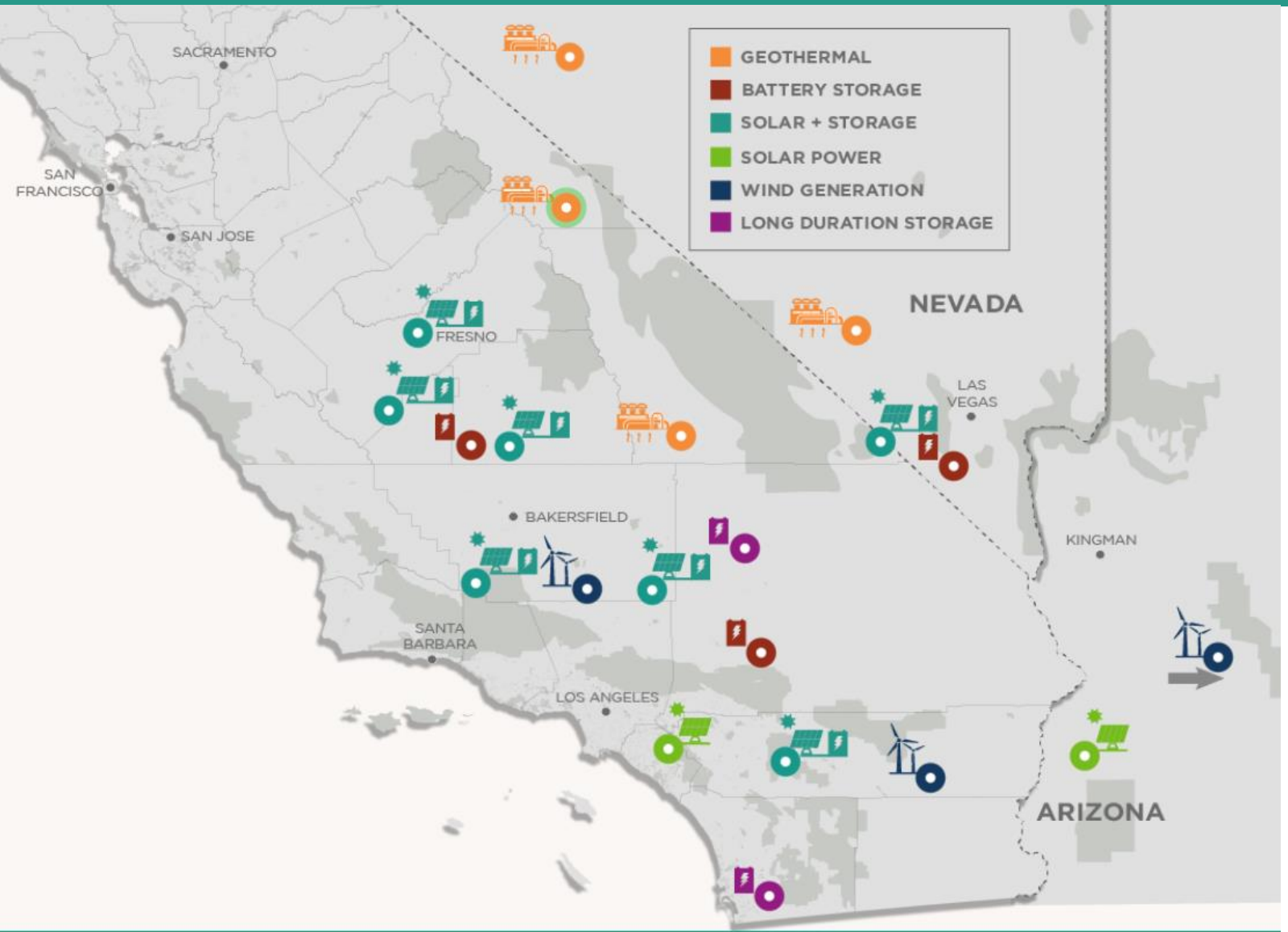


CEO Report
Clean Power Update

SVCE Board Meeting
September 11, 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

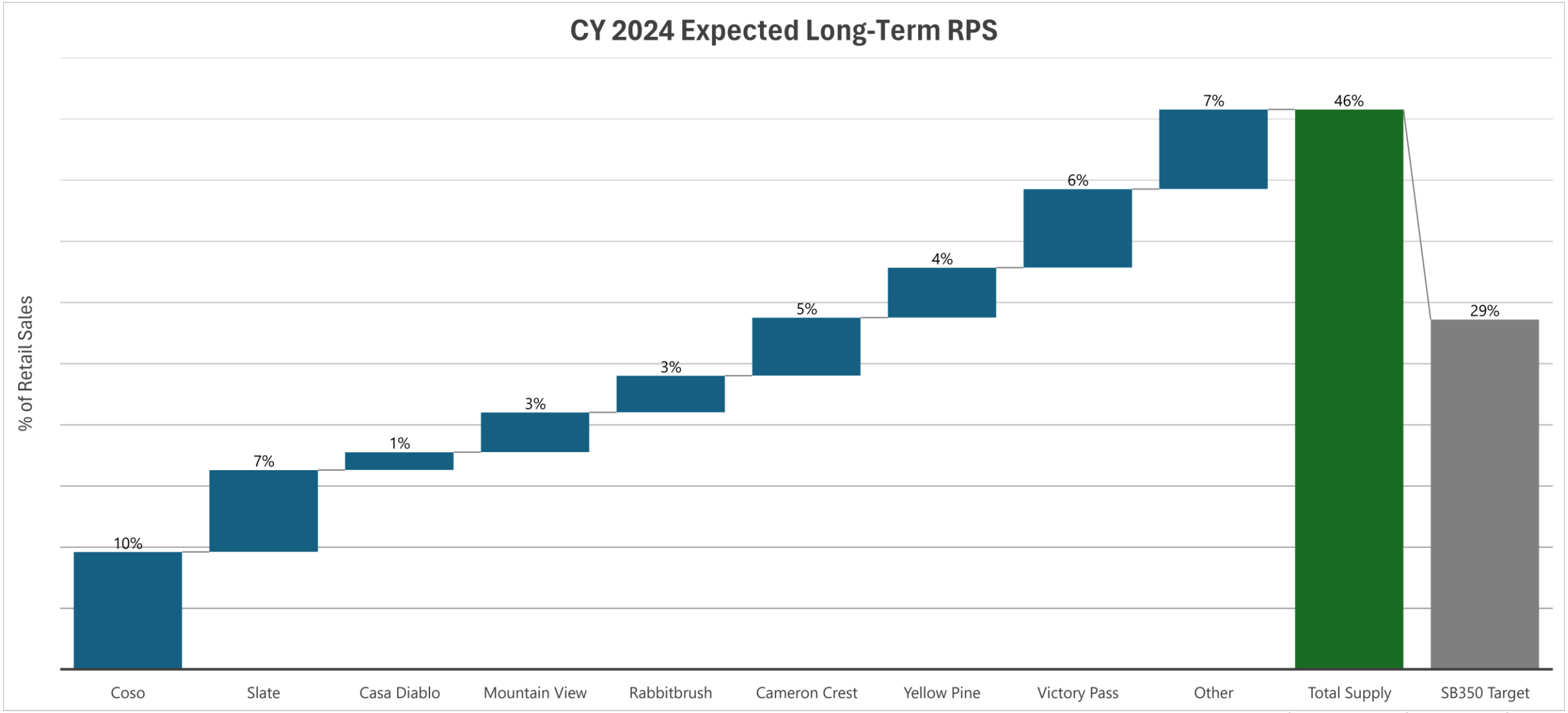
SVCE Long-Term Clean Energy Contracts

	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 30, 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!



DECARBONIZATION PROGRAMS

SILICON VALLEY CLEAN ENERGY

Quarterly Report

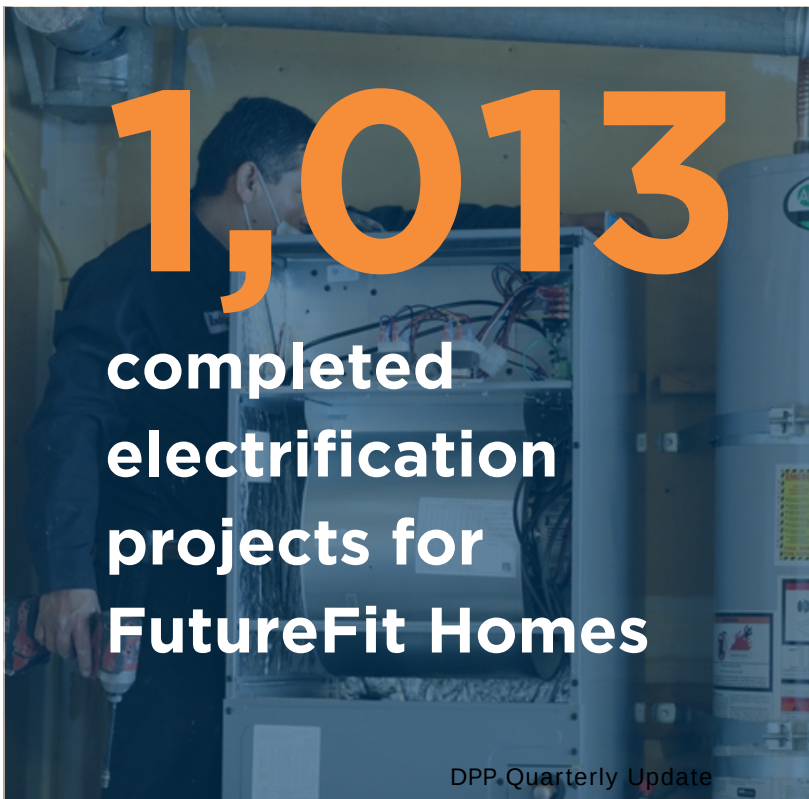
FY24 Q3 Milestones



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

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.

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

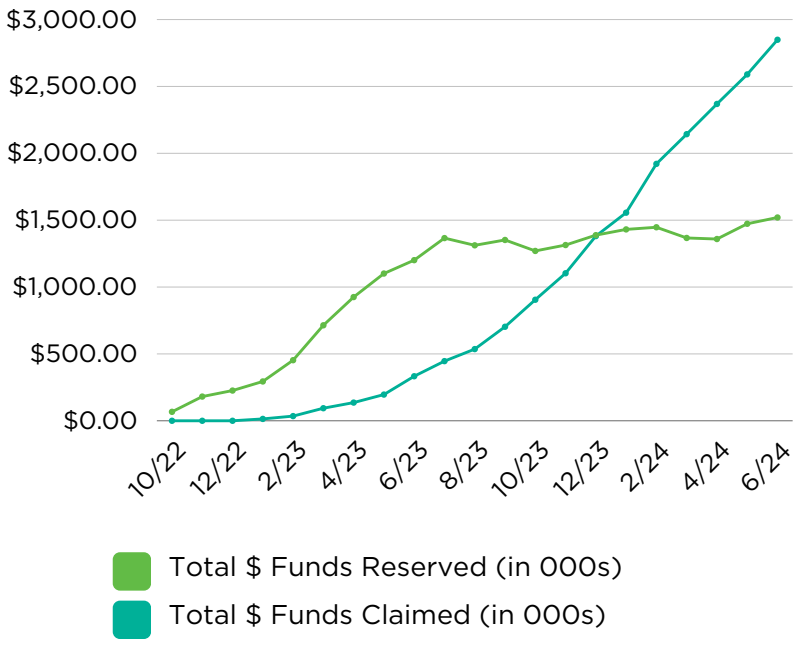
FY24 Q3

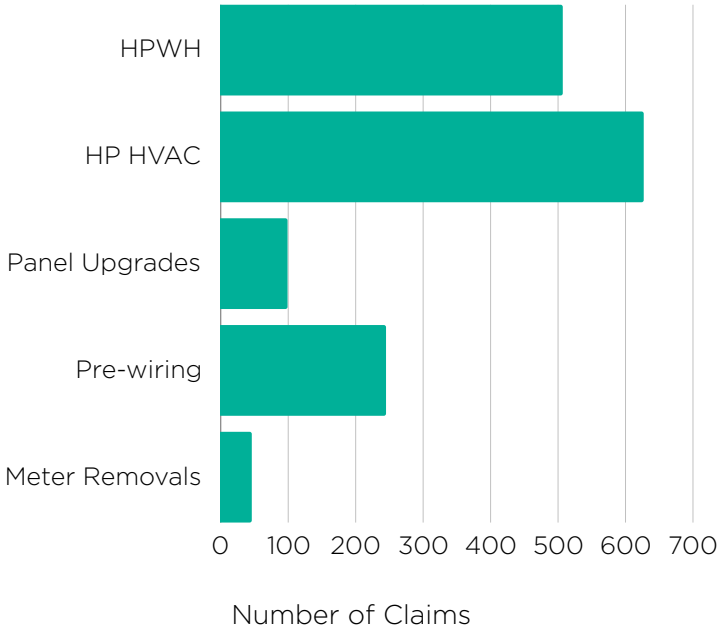
FutureFit Homes

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

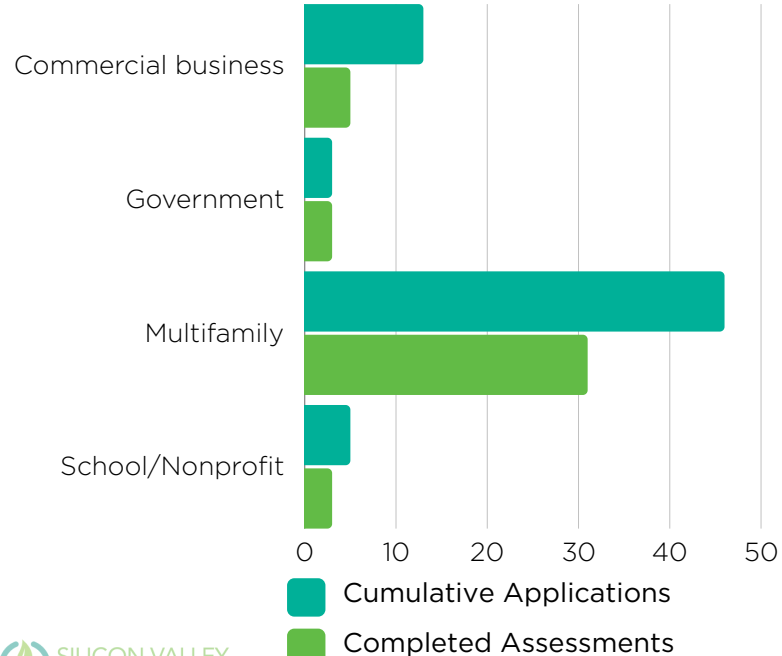
Rebates reserved: $1.5M





Future Fit Assist

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



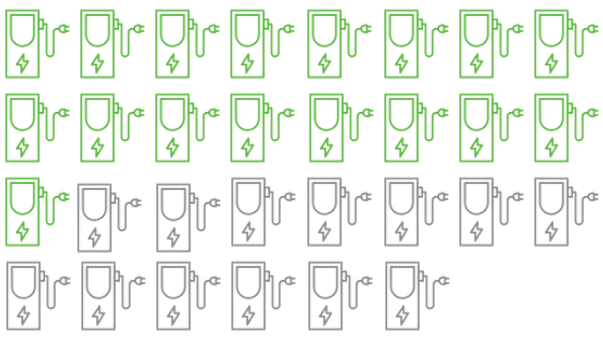
Charging Installation Incentive Program (CHIIP)

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

SILICON VALLEY CLEAN ENERGY

PROGRAMS HIGHLIGHTS

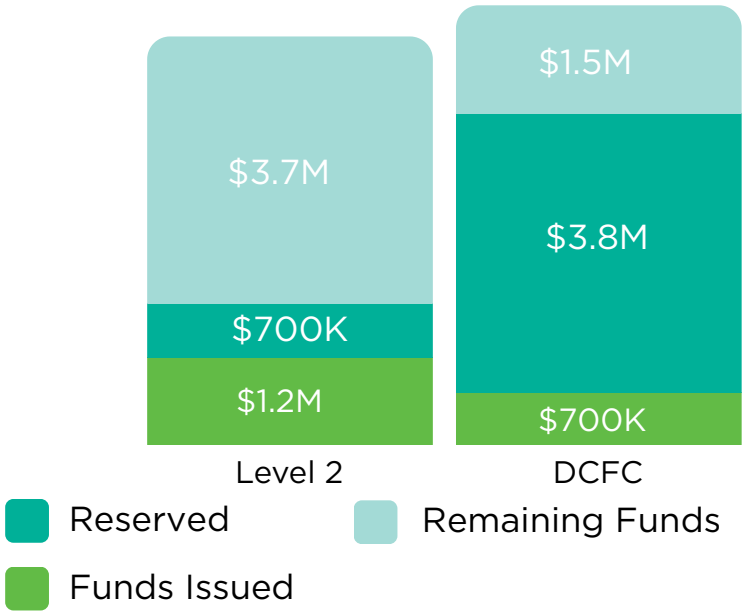
FY24 Q3

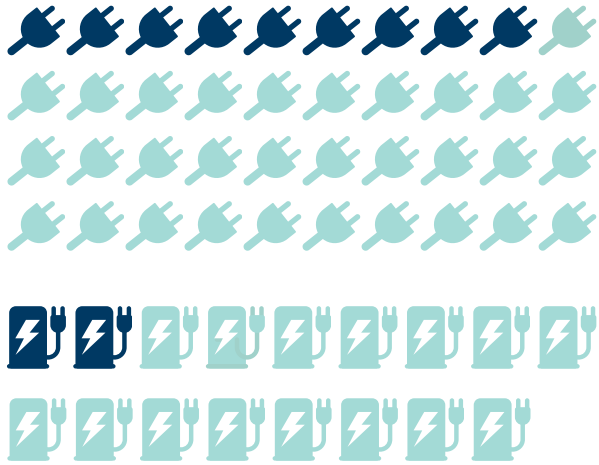
CALeVIP

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

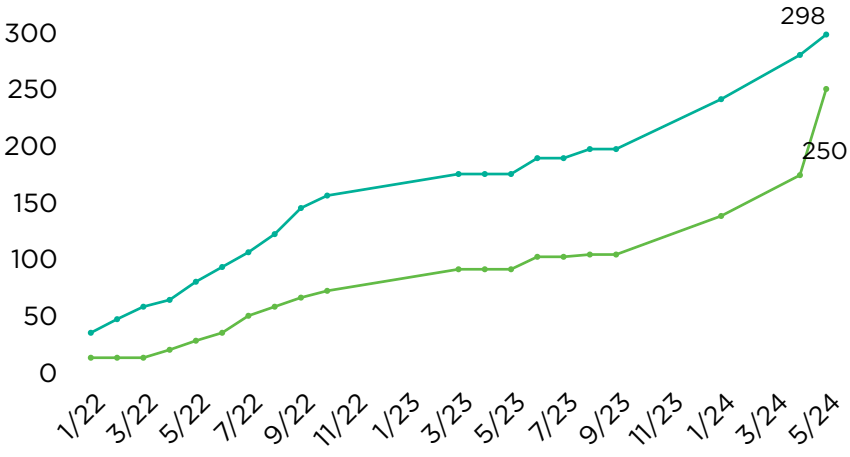
= 5 DCFC Installations

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)





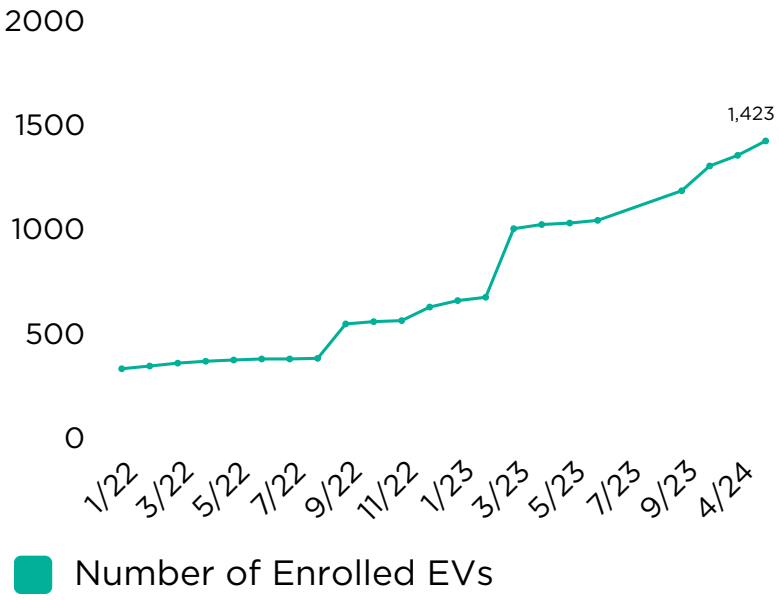
= 10 Participants Complete Course

PROGRAMS HIGHLIGHTS

FY24 Q3

GridShift EV Charging

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



Rebate Goal: $30K

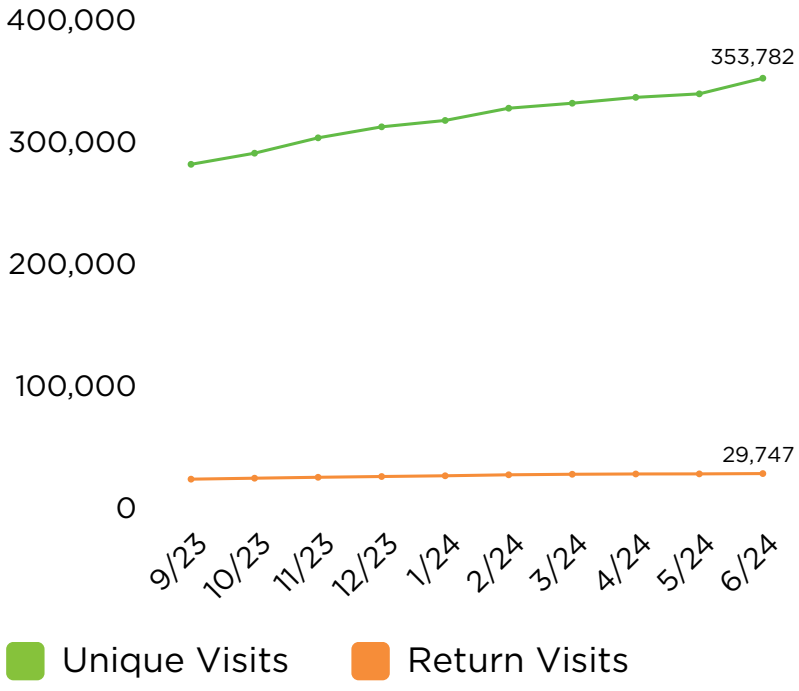
Goal: 120 EV Chargers



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.



Energy Services & Community Relations

August 2024 Updates

1. Outreach Events & Sponsorships

Date	Sponsorship/Event	Location
9/7/2024 – 9/8/2024	**Mountain View Arts & Wine Festival** *Sponsorship & tabling*	Downtown Mountain View
9/14/2024	**Cupertino Rotary Club Silicon Valley Fall Festival** 10 a.m. – 6 p.m. *Sponsorship & tabling (tentative)*	Cupertino Memorial Park 21121 Stevens Creek Boulevard Cupertino, CA 95014
9/18/24	**City of Campbell State of the City** 6:30 p.m.	Orchard City Banquet Hall 1 W Campbell Ave Campbell, CA 95008
9/21/2024 – 9/22/2024	**Los Gatos Fiesta de Artes** *Sponsorship & tabling*	Los Gatos Civic Center Lawn Los Gatos, CA 95030
9/21/2024	**Assemblymember Berman Annual Health Fair** 1 p.m. – 4 p.m. *Tabling*	Mistral Elementary 505 Escuela Ave Mountain View

1. Outreach Events & Sponsorships

Date	Sponsorship/Event	Location
9/29/2024	**KCAT Oktoberfest** 12 p.m. – 6 p.m. *Sponsorship & tabling*	Los Gatos Civic Center Lawn Los Gatos, CA 95030
10/5/2024	**Morgan Hill Clean Air Day (tentative)** Time TBD *Tabling*	Location TBD
10/13/2024	**Day on the Bay** *Tabling*	Alviso County Marina Park 1195 Hope St Alviso, CA 95002
10/19/2024 – 10/20/2024	**Campbell Oktoberfest** *Sponsorship & tabling*	Downtown Campbell
10/29/2024 – 10/31/2024	**VERGE** *Sponsorship & tabling*	San Jose Convention Center 150 W San Carlos St San Jose, CA 95113

2. Customer Participation

	Participation Rate	Overall Participation Rate
Residential	96.13%	96.15%
Commercial	96.52%	

SILICON VALLEY CLEAN ENERGY

3. Member Agency Working Group – August Update

The most recent MAWG was held on August 22, 2024 and was attended by 9 different agencies and organizations with a total of 29 participants.

The following agenda items were presented and discussed:

- Assisting Government Agencies in Transitioning Fleets presented by the Director of Energy Programs at Optony Inc.
- The Right Sizing for Your EVI Fleet presented by Senior Transportation Programs Manager at Peninsula Clean Energy (PCE)
- City of Burlingame's Fleet Experience presented by the Deputy Director of Public Works Operations at the City of Burlingame
- Policy & Permitting Update + September In-Person MAWG

4. Los Altos Hills Ribbon Cutting





- Celebrated the completion of backup energy storage and an interactive kiosk project
- Projects received a combined $120,000 in SVCE Community Grant Funding
- Ribbon cutting attended by 10-15 residents and SVCE and Town staff

5. California Clean Air Day – October 2, 2024

California Clean Air Day is an annual project organized by the Coalition for Clean Air. Each year, SVCE adopts a resolution to pledge support as an organization.

Member agencies in SVCE service territory also pledge support and hold events in honor of Clean Air Day, like Morgan Hill's Clean Air Week in 2023.





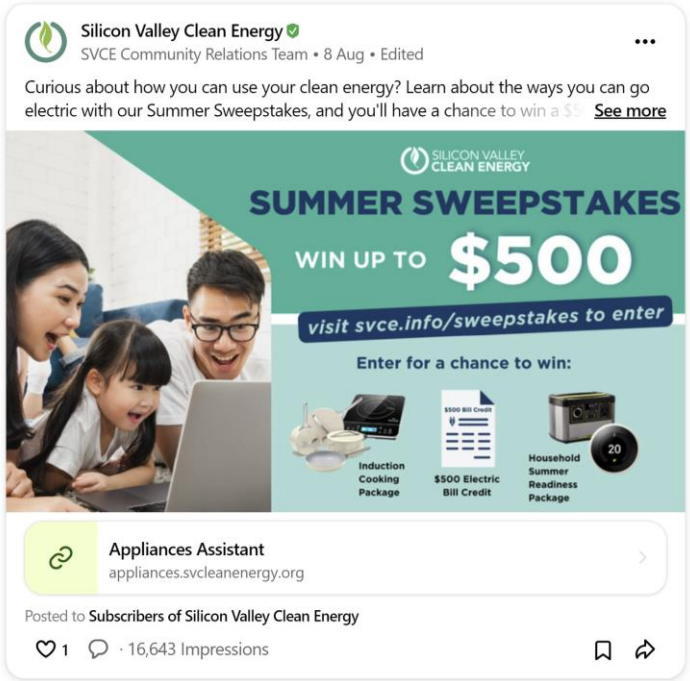


On October 7, 2023, MH staff invited SVCE to participate in their Clean Air Day Community event

6. August NextDoor Summary

Two NextDoor posts in August. **3,500 new members joined since last month**.

Topic: Summer Sweepstakes
Audience: Entire service area
Impressions: 16,643 impressions



Topic: Los Altos Hills Ribbon Cutting
Audience: Los Altos Hills residents
Impressions: 1,095 impressions



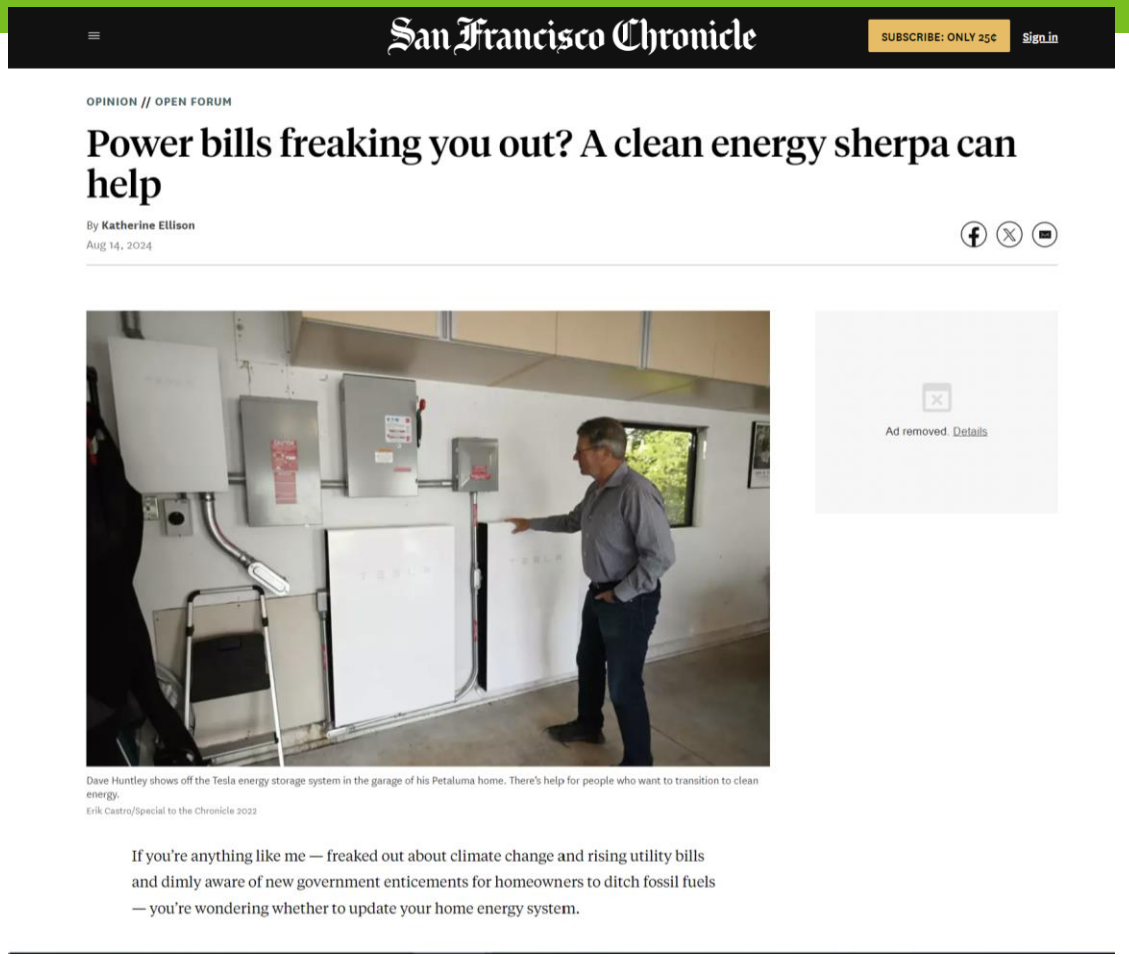
7. Press Releases & Media

Press Releases

- Groundbreaking clean energy financing program will help Californians electrify, *Press Release, 08-15-24*
- Los Altos Hills Increases Resilience with Backup Energy Storage, *Press Release, 09-04-24*

Media Mentions

- California CCA Silicon Valley Clean Energy Seeks Carbon Free Energy, Energy Storage Proposals, *American Public Power Association, 08-13-24*
- Power bills freaking you out? A clean energy sherpa can help, *San Francisco Chronicle, 08-14-24*
- California wants homes to go all-electric. But what if you don't have enough money? *San Francisco Chronicle, 09-01-24*



San Francisco Chronicle

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OPINION // OPEN FORUM

Power bills freaking you out? A clean energy sherpa can help

By Katherine Ellison
Aug 14, 2024

Ad removed. Details

Dave Huntley shows off the Tesla energy storage system in the garage of his Petaluma home. There's help for people who want to transition to clean energy.
Erik Castro/Special to the Chronicle 2022

If you're anything like me — freaked out about climate change and rising utility bills and dimly aware of new government enticements for homeowners to ditch fossil fuels — you're wondering whether to update your home energy system.



SVCE Legislative and Regulatory Update

September 11, 2024

SILICON VALLEY CLEAN ENERGY

Policy Updates

Regulatory Update:

1. Integrated Resource Planning
2. Timely Energization

Legislative Update:

1. SVCE and CalCCA Bill Status Updates
2. 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.	A decision was voted out related to the use of AB 1373, allowing the Department of Water Resources (DWR) to procure long-lead time resources via a Central Procurement Entity (CPE) mechanism. This decision directs DWR to seek up to 10.6 GW of new capacity on behalf of all CPUC jurisdictional LSEs. This includes 7.6 GW of offshore wind, 1 GW of geothermal, 1 GW of multi-day long-duration energy storage (LDES) and 1 GW of LDES of a minimum of 12 hours. Importantly, these are maximum procurement numbers and DWR may procure less, depending on the viability and costs of actual offers received. This capacity will have target online dates between 2031 and 2037.
Timely Energization (R.24-01-018)	Order Instituting Rulemaking to Establish Energization Timelines.	On August 12, 2024 the California Public Utilities Commission (CPUC) issued a Proposed Decision on Timely Energization. In the Proposed Decision, the CPUC proposes to adopt a maximum energization timeline of 333 calendar days (on average for the different types of energization projects). These timelines would go into effect immediately. The timelines do not include the time for dependencies not under the investor owned utilities' control which include customer actions necessary to acquire permits, acquisition of easements, and other requirements as identified by the local, regional, or state authority/authorities having jurisdiction over the energization site. The CPUC also proposes to direct IOUs to assign a single point of contact project manager to each approved energization application within 10 business days of it being approved and improve the customer energization experience by providing a method for customers to complain to the CPUC about energization delays. The decision is expected to be voted out September 12th, 2024, at the earliest.



Legislative Update

SVCE and CalCCA Bill Positions

Bill	Summary	CalCCA or SVCE Position	Status
AB 3264 (Petrie-Norris)	Requires reporting on demand side management programs and requires development of a framework to assess, track, and analyze total annual energy costs.	CalCCA working on a clean-up bill next year on CCA-reporting jurisdictional issues.	Governor's Desk
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	Governor's Desk
SB 1221 (Min)	Creates a neighborhood zonal decarbonization pilot at the CPUC.	SVCE Support	Governor's Desk
SB 382 (Becker)	Building electrification disclosures.	SVCE Support	Governor's Desk

SVCE and CalCCA Bill Positions

Bill	Summary	CalCCA or SVCE Position	Status
AB 2368 (Petrie-Norris)	Reliability planning	SVCE Support	Governor's Desk
SB 1130 (Bradford)	Allows households with less than 3 people to enroll in the FERA low-income bill assistance program.	CalCCA Support	Governor's Desk
AB 817 (Pacheco)	Would allow Board Committees that are purely advisory to use pandemic-era teleconferencing rules.	CalCCA Support	Died
AB 2779 (Petrie-Norris)	Requires CAISO to report on any use of grid enhancing technologies to the CPUC and legislature.	CalCCA Support	Governor's Desk
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: October – Dec 2024

October

9th: BOD Meeting

- Agency Policies Streamlining Project Update & Recommendation Part 1 – *Action*
- Clean Pathways Update & Recommendation – *Action*
- Educational Fund – *Action*
- New Clean PPA – *Action*
- Possible Closed Session on Pending Litigation

November

13th: BOD Meeting

- 2025 Legislative Policy Platform – *Adopt*
- GreenPrime Product Offering & Rate – *Action*
- Future Use of Revenue Surpluses– *Discussion*
- Local Agency Action Planning – *Information*
- Possible Closed Session on Real Estate

December

11th: BOD Meeting

- Approve Budget Update, 2025 Customer Rate Setting, and Additional Budget Funding Items (including future use of revenue surpluses) – *Action*
- Net Energy Metering Rates – *Action*
- FY25 Programs Budget – *Action*
- 2025 Board Elections Info – *Information*
- Agency Policies Streamlining Project Part 2 – *Action*
- FY 2025 Q1 Strategic Plan Update – *Information*

*Please note the items on this schedule may change depending on priorities

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 3

Item 3:	**Adopt the Fiscal Year 2024-25 Recommended Operating Budget, Staff Benefits Update, and Updated Reserves Policy Targets**
From:	Monica Padilla, CEO
Prepared by:	Amrit Singh, CFO and Director of Administrative Services Karen Chang, Manager of Finance
Date:	9/11/2024

RECOMMENDATION

Staff recommends that the Board of Directors adopt resolution 2024-13 approving the fiscal year (FY) 2024-25[1] Recommended Operating Budget ("Recommended 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 Recommended 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 Recommended 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 Recommended Budget and 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.

At the August 14th, 2024, Board meeting, staff presented the Recommended FY2024-2025 budget and the updates to staff benefits and reserves policy target thresholds. The Board reviewed the Recommended Budget, supported the budget as shown, and discussed adding an additional staff holiday. Staff considered an additional holiday and is proposing to add a floating holiday to allow employees to commemorate specific days meaningful to them.

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 Recommended 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

[4] Calendar year 2024 calculation includes actuals for past months and forwards for future months.

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 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 Recommended 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 Recommended 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

[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.

[6] The rates shown in this report are SVCE load-weighted average rates.

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 Recommended 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.

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. The redlined version further clarifies that the reserve balance is reduced for earmarked funds in computing excess reserves.

Operating Expenses

Operating expenses are expected to grow in the Recommended 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 Recommended 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 Recommended 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 recommended 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 and an additional floating holiday to allow employees to commemorate specific days meaningful to them. The additional floating holiday must be used within the calendar year and does not carry over. 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 Recommended 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.

[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.

Non-Operating Revenues
The Recommended 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 Recommended 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.

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 Recommended 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 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 Recommended 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 Recommended Operating Budget
2. Updated Financial Reserves Policy

3. FY 2024-2025 Recommended Salary Table
4. FY 2024-2025 Recommended Organization Chart
5. FY 2024-2025 Recommended Benefits Summary
6. 5-year Financial Forecast
7. Resolution 2024-13, Adopting the FY 2024-25 Operating Budget

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%**

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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

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- 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.

Amended: ~~9/13/2023~~98/~~6~~11/2024

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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.

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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. In computing excess reserves, the reserve balance will be reduced for earmarked funds or allocated but unspent funds.

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.

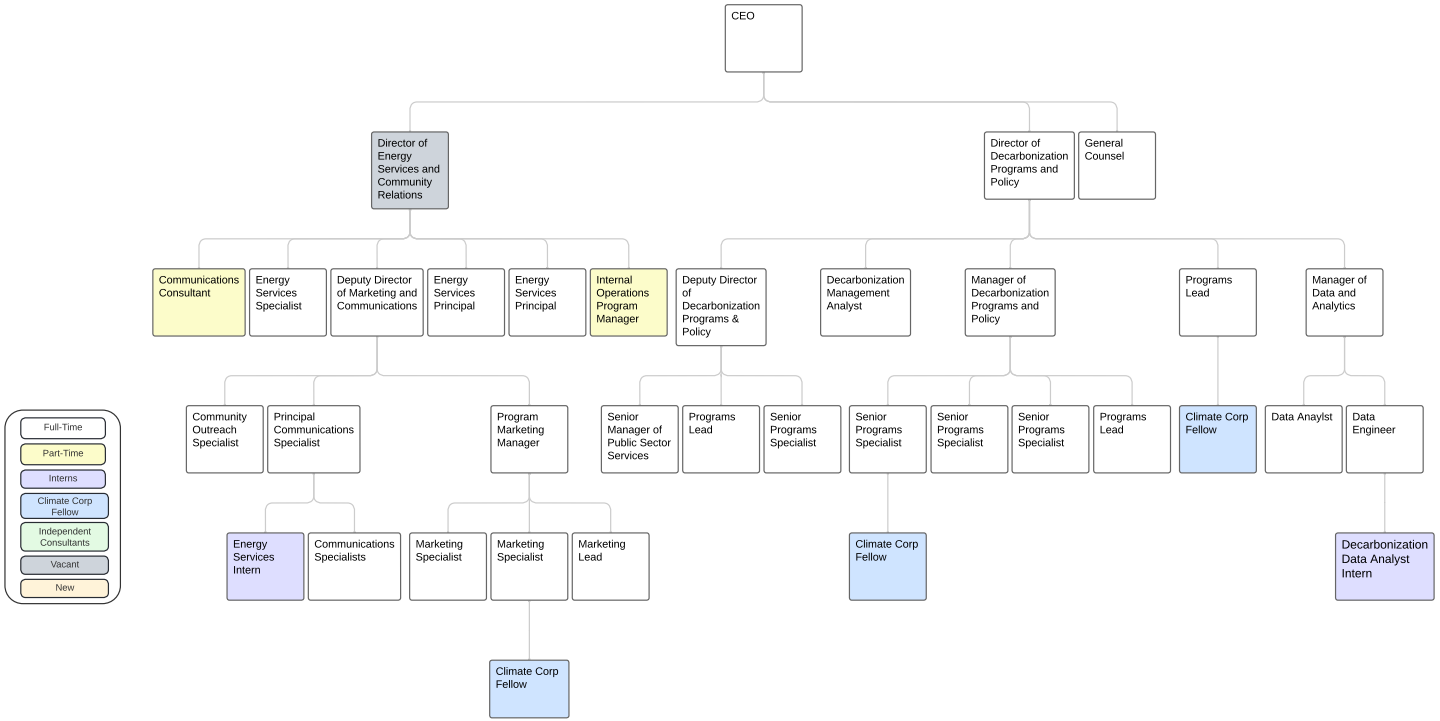
FY24-25 Salary Chart		
Title	**Minimum Salary (Annual $)**	**Maximum Salary (Annual $)**
Administrative Analyst	$ 105,199	$ 180,189
Administrative Assistant	$ 70,132	$ 111,308
Associate Data Analyst	$ 105,199	$ 165,215
Associate Data Scientist	$ 125,343	$ 180,399
Associate Legislative Analyst	$ 87,664	$ 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 (ESCR / DPP)

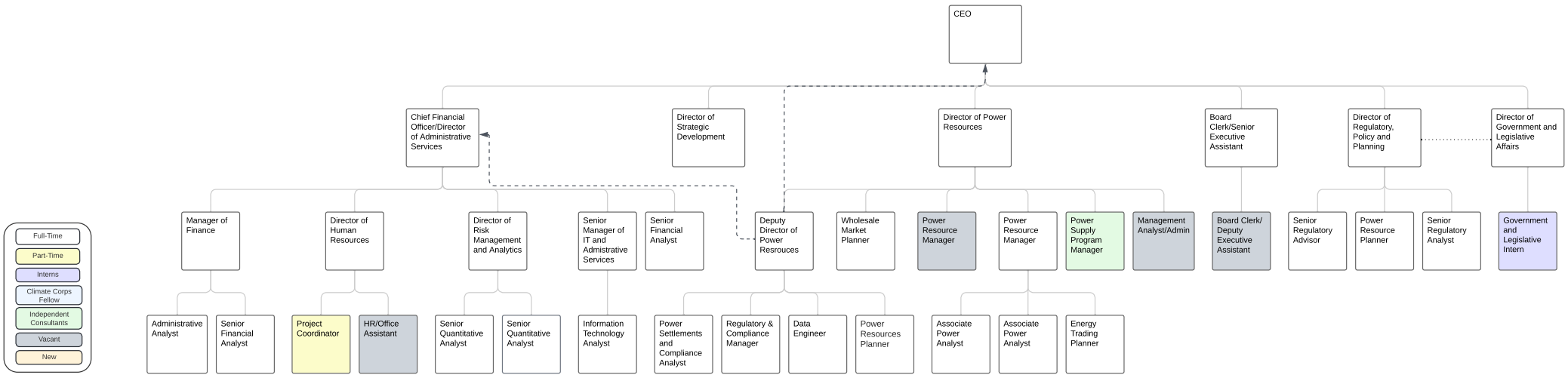
Item 3
Attachment 4



FY24-25 Recommended Budget Organization Chart

Organization Chart (F&A / PRO / RPPL)

Item 3
Attachment 4



FY24-25 Recommended Budget Organization Chart

SILICON VALLEY CLEAN ENERGY

2024 Benefits Summary

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

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- HSA	
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 Benefits Summary

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

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	13~~1~~ days (~~80~~104 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 Floating Holiday (does not accrue, use annually)
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.
~~New~~ Parental Leave ~~Act~~	If you have worked at least 12 months and for at least 1,250 hours in the previous 12 months you will be eligible ~~of~~ for 240 hours of paid parental leave (6~~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	**$53,905**	**$139,345**	**$165,090**	**$125,856**	**$102,947**
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**

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.

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

SILICON VALLEY CLEAN ENERGY AUTHORITY

RESOLUTION NO. 2024-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY TO APPROVE THE FISCAL YEAR 2024-2025 BUDGET FOR SILICON VALLEY CLEAN ENERGY

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 Authority operates on a fiscal year budget cycle from October 1st through September 30th;

WHEREAS, draft versions of the Authority's budget for the fiscal year 2024-2025 were presented to the Finance & Administration Committee on August 6, 2024, and the Board of Directors on August 14, 2024 (collectively, the "Prior Presentations");

WHEREAS, staff has incorporated feedback from the Prior Presentations and has prepared a recommended budget, set forth in Exhibit A (the "Recommended Budget");

NOW THEREFORE, the Board of Directors of the Silicon Valley Clean Energy Authority does hereby resolve that**:**

1. The foregoing recitals are true and correct.

2. The Board of Directors hereby approves and adopts the Recommended Budget, as set forth in Exhibit A, as the Authority's fiscal year 2024-2025 budget.

PASSED AND ADOPTED this 11th day of September 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 Secretary

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 4

Item 4:	**Adopt the Fiscal Year 2024-25 Strategic Focus Areas and Strategic Plan**
From:	Monica Padilla, CEO
Prepared by:	Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	9/11/2024

RECOMMENDATION

Staff requests the SVCE Board of Directors ("Board") adopt the following five proposed Fiscal Year 2024-2025 (FY 24/25) SVCE Strategic Focus Areas (Attachment 1), and the FY 24/25 Strategic Plan ("Plan"), as outlined in Attachment 2:

1. Expand Affordability Efforts
2. Expand Clean and Reliable Grid Actions
3. Expand Offerings to Commercial Industrial (C/I) Customers
4. Prepare Region for Electrification at Scale
5. Attract and Retain Employees

EXECUTIVE COMMITTEE RECOMMENDATION

The Executive Committee ("Committee") met August 23, 2024 and reviewed the proposed FY 24/25 Strategic Focus Areas and Plan. There were no suggested edits to the focus areas as presented. Committee members were in consensus that goals six and seven presented in the draft Plan could be combined to eliminate redundancy. Staff also received feedback that some measures could be quantified in more detail, which staff will consider as the measures are revisited throughout the year.

The Committee voted unanimously to support the adoption of the FY 24/25 Strategic Focus Areas and Plan.

BACKGROUND

The Board has adopted annual Strategic Focus Areas since 2021. Adopting Strategic Focus Areas is useful for the Board and SVCE's Chief Executive Officer (CEO) to establish high-level priorities. Although there are many focus areas, a handful are selected to spotlight for the year (and in many cases, remain a focus beyond one year).

The Plan is reviewed and updated annually to guide staff's work in meeting SVCE's mission to reduce dependence on fossil fuels by providing carbon-free, affordable, and reliable electricity and innovative programs for the SVCE community.

Both the FY 24/25 Strategic Focus Areas and Plan were introduced at the May 2024 Committee and June 2024 Board meetings to receive initial feedback from Board members.

ANALYSIS & DISCUSSION

FY24/25 Focus Areas

Staff has incorporated prior feedback from the Committee and Board and will be requesting the Board approve and adopt the following five strategic focus areas (SFA) for FY 24/25:

SFA1: Expand Affordability Efforts: Expand rate-related education, legislative and regulatory advocacy, and rate-setting principles to support all-electric as the most affordable and competitive option for customers.

SFA2: Expand Clean and Reliable Grid Actions: Develop a pathway to 2030, 2035 and 2045 for clean energy delivery at scale; and evaluate SVCE product offerings to ensure the agency provides customers a sustainable balance of clean, reliable and affordable energy.

SFA3: Expand Offerings to C/I Customers: Engage commercial and industrial customers in new and/or expanded SVCE offerings, including electrification and demand-side management programs, and customized generation services.

SFA4: Prepare Region for Electrification at Scale: Inform and prepare for upcoming requirements such as Bay Area Air Quality Management District (BAAQMD) and California Air Resources Board (CARB) rules to ensure they are implemented sensibly, successfully, and equitably; and continue scaling SVCE efforts.

SFA5: Attract and Retain Employees: Be the Employer of Choice and maintain culture of innovation, collaboration, high performance, and passion for our mission**.**

There have been no changes to these proposed focus areas since they were last presented to the Committee and Board. Attachment 1 expands on the strategic focus areas including initiatives and efforts staff will prioritize in the coming year.

FY24/25 Strategic Plan

Staff have been developing the updated Plan since May 2024, taking input from the discussions with the Committee, Board, and across the organization. Past plans have been focused on the goals of each department, but since SVCE has grown and matured, cross-collaboration with all departments has become more apparent and essential to SVCE's ability to carry out its mission. The work SVCE performs can be summarized in the following functions, with multiple groups working together:

- External Policy, Regulatory and Legislative Advocacy and Support
- SVCE Strategy and Planning
- Power Procurement, Management and Operations
- Financial Planning
- Program Development and Implementation
- Customer Service and Community Relations
- Human Resources, Business Processes, Information Technology, Systems and Data Governance

The proposed Plan has been organized by the functions above.

Through a series of meetings and retreats, the SVCE leadership group (in conjunction with work within their teams) have identified 10 key goals proposed as part of the Plan (Attachment 2). The number of goals included for the upcoming year is a decrease from last year's Plan, which consisted of 25 goals. When staff began the process of developing the Plan, there was an intention to consolidate, eliminate redundancies, and ultimately highlight the goals that made the most sense from an organizational standpoint.

Table 1 is a summary of the proposed Plan including goals and reference to specific strategic focus areas.

Table 1: SVCE Proposed FY 24/25 Strategic Plan Goals

Functional Area	Goal	Strategic Focus Area
External Policy, Regulatory and Legislative Advocacy and Sup	1. Advance policies which support SVCE's mission to reduce dependence on fossil fuels.	**SFA1, SFA4**
SVCE Strategy and Planning	2. Long-term, target for 100% clean energy annually by building a balanced portfolio with consideration for both affordability and reliability while exploring long-term pathways to clean power supply.	**SFA1, SFA2**
	3. Create a long-term decarbonization plan that integrates supply and demand changes, opportunities, and challenges.	**SFA1, SFA2**
Power Procurement, Management and Operations	4. Acquire power supply resources in a cost-effective manner to meet legislative and regulatory obligations, Board directives and customer specific products.	**SFA2, SFA3**
	5. Manage and optimize load and power resources to meet affordability, GHG reduction and reliability objectives.	**SFA1, SFA2**
Financial Planning	6. Maintain healthy financial position; avoid failures in management of market risk, credit risk, liquidity risk, operational risks, and enterprise risks.	
Program Development and Implementation	7. Support all SVCE communities to decarbonize through local investments that reduce barriers and demonstrate sensible, scalable, and equitable solutions.	**SFA1, SFA2, SFA3, SFA4**
Customer Service and Community Relations	8. Engage customers and community stakeholders to build trust of SVCE and advance decarbonization.	**SFA1, SFA3, SFA4**
Human Resources, Business Processes, Information Technology, Systems and Data Governance	9. Implement industry best practices to enable data-driven decision making across the organization; enhance systems, standards and procedures to streamline business processes and improve operational effectiveness and reliability (aka SVCE 3.0).	
	10. Hire, retain and develop high-performing talent via competitive benefits and rewarding work culture.	**SFA5**

The accompanying measures for the Plan are provided in Attachment 2. These measures are shown to provide the Board a sense of the types of initiatives, programs and/or efforts staff are undertaking in support of the goals. These measures identify how staff plan to track and guide work to meet the goals that have been identified. The measures are not intended to be static as priorities change throughout the year and as such not a part of the Board-approved Plan.

Should the Board approve the Strategic Focus Areas and the Strategic Plan for FY 24/25, staff will proceed with tracking progress on the goals outlined in the Plan, and updates will be provided to the Board quarterly.

Agenda Item: 4 **Agenda Date: 9/11/2024**

STRATEGIC PLAN
The focus areas support the overall SVCE Strategic Plan.

FISCAL IMPACT
N/A

ALTERNATIVE
Staff is open to suggestions and feedback from the Board on the proposed Focus Areas.

ATTACHMENT
1. FY24/25 Proposed Strategic Focus Areas
2. FY 24/25 Draft Strategic Plan

Proposed FY 24/25 Strategic Focus Areas

SFA1: Expand Affordability Efforts

Expand rate-related education, legislative and regulatory advocacy, and rate-setting principles to support all-electric as the most affordable and competitive option for customers.

- **Education:** Develop and execute educational and outreach initiatives to help stakeholders and customers understand key affordability issues, and customer outreach to reduce bills and enroll customers in existing CARE and FERA low-income programs.
- **Advocacy:** Refine an affordability policy platform and advocate for priorities at regulatory bodies and at the legislature which promote affordability, cost transparency and proper cost allocations.
- **Internal Rate Analysis:** Create dedicated rate analysis and cross-functional team to work on a rates strategy including analysis on alternate rate designs. Understand PG&E's rates and cost drivers.

SFA2: Expand Clean and Reliable Grid Actions

Develop a pathway to 2030, 2035 and 2045 for clean energy delivery at scale; evaluate SVCE product offerings to ensure the agency provides customers a sustainable balance of clean, reliable and affordable energy.

- Develop pathways to 2030, 2035 and 2045 with clear measure of clean including an assessment of achieving carbon free on a 24x7 basis.
- Ensure retail product offerings are sustainable and balance SVCE clean, reliable and affordable needs.
- Assess potential and ability to cost-effectively reduce GHG emissions within SVCE's service territory.
- Support regionalization and/or expansion of grid and markets to promote the efficient deployment of clean resources.

SFA3: Expand Offerings to Commercial Industrial (C/I) Customers

Engage commercial and industrial customers in new/expanded SVCE offerings, including electrification and demand-side management programs, and customized generation services.

- Launch C&I decarbonization and electrification services.
- Pilot C&I dynamic rates to promote demand-side flexibility.
- Pursue additional long-term generation service agreements with current and prospective. qualifying customers.
- Expand outreach and education efforts with large C&I customers.
- Develop and test key account strategy and engagement.

Proposed FY 24/25 Strategic Focus Areas

SFA4: Prepare Region for Electrification at Scale

Inform and prepare for upcoming requirements such as BAAQMD and CARB rules to ensure they are implemented sensibly, successfully, and equitably; continue scaling SVCE efforts.

- Continue to develop, deploy, and scale approaches to address key barriers and help the region implement at-scale electrification that works for all customers.
- Help SVCE customers, workforce, and other stakeholders prepare for the roll-out of widespread electrification through programs, policies, and initiatives that reduce friction and increase equitable participation in the decarbonization transition.
- Leverage SVCE program and policy experience to inform regional plans for electrification requirements.

SFA5: Attract and Retain Employees

Be the Employer of Choice and maintain culture of innovation, collaboration, high performance, and passion for our mission.

- Attract and hire top talent, retain and develop current staff and future leaders.
- Build and maintain a high-performance agency; encourage employee innovation, engagement, and collaboration.
- Preserve culture and determine optimal organization size and alignment.

SILICON VALLEY CLEAN ENERGY

Draft FY 24/25 Strategic Plan

External Policy, Regulatory and Legislative Advocacy and Support

Goal 1: Advance policies which support SVCE's mission to reduce dependence on fossil fuels.

Measures:
M1: Develop and advocate for an affordability policy platform.
M2: Enact a strategy that eases the transition away from gas appliances.
M3: Advocate for policies that enable SVCE to meet our customer's needs with clean energy and distributed energy resources.

SVCE Strategy and Planning

Goal 2: Long-term, target for 100% clean energy annually by building a balanced portfolio with consideration for both affordability and reliability while exploring long-term pathways to clean power supply.

Measures:
M1: Develop sustainable and cost-effective customer specific products and rates
M2: Develop internal scenario analyses to assess risks and opportunities related to long-term procurement, with consideration for both supply and demand side opportunities.

Goal 3: Create a long-term decarbonization plan that integrates supply and demand changes, opportunities, and challenges.

Measures:
M1: Expand knowledge and insight into load modifiers to improve internal load forecasting.
M2: Advance understanding of load flexibility and distributed energy resources (DERs) portfolio and customer value.
M3: Determine cost-effective DER and virtual power plant (VPP) potential for SVCE's portfolio as well as market structures to enhance potential.
M4: Share plan with Board and adjust ongoing work accordingly.

Power Procurement, Management and Operations

Goal 4: Acquire power supply resources in a cost-effective manner to meet legislative and regulatory obligations, Board directives and customer specific products.

Measures:
M1: Annually and/or per compliance period, meet or exceed agency goals for clean and reliable electricity.
M2: Deploy local renewables and VPP resources to enhance resiliency and manage power supply costs.

Goal 5: Manage and optimize load and power resources to meet affordability, GHG reduction and reliability objectives.

Measures:
M1: Schedule load and power resources consistent with risk management and CAISO tariff requirements.

SILICON VALLEY CLEAN ENERGY

Draft FY 24/25 Strategic Plan

M2: Look for ways to measure and further optimize assets to minimize cost and/or maximize wholesale revenues.
M3: Manage power supply contracts including timely settlements, monitoring and reporting on contract and project performance.

Financial Planning

Goal 6: Maintain healthy financial position; avoid failures in management of market risk, credit risk, liquidity risk, operational risks, and enterprise risks.

Measures:
M1: Implement a comprehensive enterprise risk management program to manage risks and capture opportunities optimally.
M2: Maintain, enhance, and administer energy risk management policy.
M3: Develop optimal hedge targets to manage market risks.
M4: Maintain adequate reserves/financial liquidity to withstand risks and adequately fund SVCE's mission.
M5: Maintain investment grade credit ratings.
M6: Enable the organization to manage extreme but plausible risk events through the design of effective stress tests.

Program Development and Implementation

Goal 7: Support all SVCE communities to decarbonize through local investments that reduce barriers and demonstrate sensible, scalable, and equitable solutions.

Measures:
M1: Provide incentives and resources that make it easier for residential customers to upgrade to all-electric living.
M2: Offer programs and services that help local non-residential customers meet their environmental and financial objectives.
M3: Support member agencies in deploying electrification and preparing their communities for the electric future including resiliency needs.

Customer Service and Community Relations

Goal 8: Engage customers and community stakeholders to build trust of SVCE and advance decarbonization.

Measures:
M1: Empower customers with the awareness, knowledge and resources to make effective clean energy choices.
M2: Build coalitions with local leaders and policy makers to enable widespread electrification through showcasing SVCE's investments in the community
M3: Manage delivery, billing, and support of SVCE's services to customers with a high degree of professionalism, accuracy and responsiveness.

SILICON VALLEY CLEAN ENERGY

Draft FY 24/25 Strategic Plan

Human Resources, Business Processes, Information Technology, Systems and Data Governance

Goal 9: Implement industry best practices to enable data-driven decision making across the organization; enhance systems, standards and procedures to streamline business processes and improve operational effectiveness and reliability (aka SVCE 3.0).

Measures:
M1: Enhance, maintain, and administer Business Process Optimization systems including: Energy Trade Risk Management and Settlement; Meter Data Management; Data Analytics In SVCE Territory (DAISY) platform; Net Revenue and Portfolio Valuation software; asset and battery optimization tools; load forecasting; task management software; and human resources software to enable effective and efficient business operations.
M2: Develop an Information Technology Governance model with defined scope, roles and proper management of data.
M3: Streamline board-approved policies and create standardized business processes and practices.
M4: Ensure Information Technology is secure, reliable, and disaster resilient through continued strengthen cybersecurity protections and maintaining or exceeding industry-established cybersecurity scorecard targets.
M5: Remediate all critical vulnerabilities identified in the annual IT audit/security assessments.

Goal 10: Hire, retain and develop high-performing talent via competitive benefits and rewarding work culture.

Measures:
M1: Annually achieve less than 5% voluntary turnover.
M2: Maintain competitive benefits and pay by evaluating benefits against the market annually
M3: Continue developing existing workforce to meet future organizational needs through talent reviews and individual development plans.
M4: Preserve SVCE culture of excellence, collaboration, innovation and fun.
M5: Support productive and effective hybrid work approach balanced with culture through flexible work, well planned in-person retreats and meetings, dedicated connection time and accountability and focus on deep work.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 5

Item 5:	**Local Agency Action Planning**
From:	Monica Padilla, CEO
Prepared by:	Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy
Date:	9/11/2024

RECOMMENDATION

Staff requests that the Board receive an update on the Local Agency Action Planning initiative that supports member agency efforts to electrify existing buildings and modernize permitting.

BACKGROUND

In late 2023, SVCE launched two complementary programs to help member agencies sensibly expand the decarbonization of local buildings and prepare for upcoming rules that will limit the sale of gas appliances. The two programs, Permit Modernization and Policy Experimentation provide $4M in technical resources and support to help member agencies adopt local policies and improve permit practices that enable the adoption of local policies that support the transition to fossil-free buildings.

Staff is supporting member agencies with core technical assistance and developing customized plans that meet each jurisdiction's unique needs and goals. These efforts will be discussed in more detail at the Board meeting.

ANALYSIS & DISCUSSION

SVCE staff will address the analysis as a presentation to the Board.

STRATEGIC PLAN

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

FISCAL IMPACT

N/A

ATTACHMENTS

The presentation for this item is posted to the SVCE website.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 6

Item 6:	**Clean Pathways and 24x7 Study**
From:	Monica Padilla, CEO
Prepared by:	Maren Wenzel, Director of Regulatory, Policy and Planning
Date:	9/11/2024

RECOMMENDATION

This is a discussion item only.

BACKGROUND

Since its formation in 2016, SVCE's mission has been to provide clean, affordable and reliable electricity and programs to its member communities. During this time policy makers have increased renewable mandates and expedited timelines for achieving them, a trend that may continue into the future. The initial SB100 report, completed by the Joint Agencies (California Public Utilities Commission, California Energy Commission and California Independent System Operator) shows a need for over 180,000 MW of additional capacity to be added to the grid by 2045. Buying, developing and interconnecting this capacity in an affordable manner will be a major challenge and undertaking in the coming years. As the grid evolves, SVCE remains dedicated to helping ensure the energy transition is successful, and recognizes the need to assess the various pathways to achieving a clean grid.

Along with changes to compliance mandates, stakeholders continue to re-assess and re-define "clean". While historically achieving 100% clean on an annual basis through the use of both new and existing resources put SVCE far in advance of other LSEs, current policy dictates all LSEs achieve that goal by 2045. Thought leadership in the clean energy space is increasingly turning toward the need for incremental resources providing clean, firm energy which can dispatch across all hours of the day. However, there remains debate as to how to best set a clean standard which also maintains a reliable and affordable grid.

Some clean energy proponents see value in LSEs' portfolios matching their demand with clean energy supply each hour of the year ("24/7 clean") and that to truly decarbonize the grid must provide clean energy in all hours. Others note that this loses the benefits of participating in a marketplace such as the California Independent System Operator (CAISO). Blended approaches such as Google's Carbon Free Energy ("CFE") scoring system value both the entity's clean portfolio and the system emissions. Still others suggest that it is better focus on new incremental build over any particular annual target given the urgent need to build out the electricity system as a whole. Each approach will have unique benefits, risks and policy considerations and, to the best of SVCE staff's knowledge, no study has been conducted comparing the value propositions of each.

In December 2023, the SVCE Board of Directors approved a contract with Energy and Environmental Economics (E3) to study potential portfolios required by SVCE to achieve various annual and hourly clean targets. E3 is a leading energy consulting firm which has provided its expertise to California electricity sector planning activities for many years.

Agenda Item: 6 **Agenda Date: 9/11/2024**

ANALYSIS & DISCUSSION

In Spring of 2024 E3 provided SVCE the results of their study. These included portfolios for the following clean targets:

Target	Description	Scenarios Tested
Annual matching scenarios	Annual GHG-free target (no hourly matching)	100%, 98%, 95%, 90%
24/7 hourly matching scenarios	Achieving hourly matching at a set percentage of hours per year	100%, 98%, 95%, 90%

Following delivery of results, SVCE staff completed additional analysis to assess potential portfolio risk for each portfolio provided.

At the September board meeting Staff will provide a summary of both the modeling results as well as important portfolio management practices to consider when assessing potential clean targets for the agency.

STRATEGIC PLAN

The work supported SVCE's 2024 Strategic Focus Area "Expand Clean & Reliable Grid Actions: Explore 24x7 clean energy delivery at scale and evaluate SVCE's role in enhancing distribution and transmission reliability". This study was the primary deliverable associated with the exploration of delivering 24x7 clean energy for the entire SVCE portfolio.

ALTERNATIVE

N/A

FISCAL IMPACT

N/A

SILICON VALLEY CLEAN ENERGY

Silicon Valley Clean Energy
Board of Directors Meeting

September 11, 2024

Appendix A

Power Resource Contracts Executed by CEO

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NON-RESOURCE SPECIFIC IMPORT RESOURCE ADEQUACY

Confirmation Agreement Between

DYNASTY POWER INC.
And
SILICON VALLLEY CLEAN ENERGY

This confirmation letter ("Confirmation") confirms the Transaction between Dynasty Power Inc. ("Seller") and Silicon Valley Clean Energy, a California joint powers authority ("Purchaser", together with Seller, the "Parties" and each individually, a "Party"), dated as of the last dated signature on the signature page hereto (the "Effective Date"). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement dated March 19th, 2024 (the "Master Agreement") between the Parties. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments thereto, shall collectively be referred to as the "Agreement" and shall constitute a single agreement between the Parties with respect to the Transaction. The definitions and provisions contained in this Confirmation, the Master Agreement, the RA Requirements (as defined herein), and in the tariffs and/or protocols of the California Independent System Operator ("CAISO") as amended from time to time (the "CAISO Tariff" or the "Tariff"), shall apply to this Confirmation and are incorporated by reference; provided that, to the extent that this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder. This Confirmation supersedes and replaces any prior oral or written confirmation or agreement, including broker confirmations, regarding this Transaction.

ARTICLE 1
NON-RESOURCE SPECIFIC IMPORT RA PRODUCT

1.1 Definitions. Capitalized terms not otherwise defined herein that are defined in the CAISO Tariff shall have the meanings ascribed thereto in the CAISO Tariff.

(a) "AAH" or "Availability Assessment Hours" means the five consecutive hour period pre-defined by CAISO pursuant to the CAISO Tariff as the Availability Assessment Hours for resources providing system resource adequacy for the applicable month of the Delivery Term. The Parties acknowledge that, as of the Confirmation Effective Date, as per D. 23.06.029, the CPUC has determined the Availability Assessment Hours for resources providing system resource adequacy during the Delivery Term are hours ending ("HE") 1700 through HE 2100 (5 hours per day), Monday through Saturday (6 days per week).

(b) "Branch Group" means the branch group name used by the CAISO to represent the location of an Intertie with Import Capability.

(c) "CAISO Tariff" means the FERC-approved electric tariff of the California Independent System Operator Corporation ("CAISO") and any current applicable CAISO-published Operating Procedures and Business Practice Manuals, in each case as amended or supplemented from time to time.

(d) "Cap and Trade Regulations" means the Mandatory Greenhouse Gas Emissions Reporting and California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations (California Code of Regulations Title 17, Subchapter 10, Articles 2 and 5 respectively).

(e) "Economic Bid" has the meaning given in the CAISO Tariff.

(f) "Generally Accepted Utility Practice" means a practice established by the Western

Electricity Coordinating Council ("WECC") or any successor regional reliability council, as such practice may be revised from time to time, or if no practice is so established, means a practice otherwise generally accepted in the WECC region.

(g) "Governmental Authority" means any national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority over a Party or the subject matter of this Agreement, and includes, without limitation, the Federal Energy Regulatory Commission ("FERC") and California Public Utilities Commission ("CPUC").

(h) "Import Capability" specifies the amount of resource adequacy capacity, measured in MW, that LSEs collectively can procure from imports at the Branch Group to meet their RA Requirements.

(i) "Intertie" has the meaning set forth in the CAISO Tariff.

(j) "LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

(k) "MCC Bucket(s)" means the maximum cumulative capacity bucket categories adopted and defined by the CPUC in CPUC Decision 20-06-031, as revised from time to time, pursuant to which CPUC-jurisdictional LSEs are required to categorize their resource adequacy resources based on availability (as defined in the D. 20-06-031). There are five MCC Bucket categories: DR, 1, 2, 3 and 4.

(l) "NERC Holiday" means any day designated as a holiday by NERC.

(m) "RA Requirements" means the resource adequacy requirements established for CPUC jurisdictional load serving entities by the CPUC pursuant to the CPUC's currently effective or future decisions, resolutions, or rulings related to (i) resource adequacy as applicable to system resource adequacy and the availability, eligibility and use of imports for system resource adequacy, and (ii) the eligibility of the Product for an MCC Bucket category if specified in this Confirmation.

(n) "Scheduling Coordinator" has the meaning given in the CAISO Tariff.

(o) "Self-Schedule" has the meaning given in the CAISO Tariff.

1.2 Product – Contract Price, Hourly Contract Quantity, Delivery Term, and Delivery Point

(a) Product: WSPP Schedule C Firm Energy ("Firm Energy"). The Product cannot be curtailed by Seller or Purchaser for economic reasons.

(b) Intertie Resource ID: [redacted]

(c) Delivery Term: [redacted].

(d) Hourly Contract Quantity: [redacted]

(e) Delivery Point: [redacted]

(f) Delivery Profile: Monday through Saturday, including NERC Holidays. At least 100 hours per month. 4 consecutive hours between HE 1700 through HE 2100, in accordance with MCC Bucket Category 1 obligations during each calendar month.

(g) MCC Bucket: MCC Bucket Category 1

(h) Contract Price: Purchaser shall pay the following Contract Price to Seller inaccordance with the Master Agreement and this Confirmation:

[redacted]

The Contract Price for each month is payable for the first 100 hours of the Hourly Contract Quantity of forward capacity commitment supporting energy delivery in such month.

***Which is equivalent to [redacted]

(i) Payment: Buyer shall make a monthly payment to Seller by the later of (i) ten (10) Calendar Days after Buyer's receipt of Seller's invoice or (ii) the twenty-fifth (20th) day of the month following Product delivery; provided, however, if such day is not a Business Date then payment shall be made by the following Business Day ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall be equal to the product of (1) the applicable Contract Price for that month (in $/MWh), and (2) the quantity of Product delivered during such month, such quantity not to exceed 100 hours per month.

(j) CAISO Revenues: Seller shall retain any and all revenues received from the CAISO in relation to this Confirmation.

(k) Passage of Title: Seller represents and warrants that Seller holds the rights to the Product free and clear of all liens and encumbrances, and Seller agrees to convey and hereby conveys all such Product to Purchaser free and clear of all liens and encumbrances as included in the delivery of the Product subject to the terms and conditions contained herein.

(l) Delivery Obligation. For each month of the Delivery Term, Seller will sell and deliver to Purchaser, and Purchaser will purchase and receive from Seller, the Hourly Contract Quantity of the Product at the Delivery Point in accordance with the Delivery Profile, subject to the terms and conditions contained herein.

(m) Scheduling Requirements. Seller agrees to assume the scheduling functions required to schedule and deliver the Firm Energy to the Delivery Point. For each hour in which Firm Energy is to be delivered to the Delivery Point, consistent with the Delivery Profile, Seller will submit an Economic Bid or Self-Schedule the Firm Energy into the CAISO Day Ahead Market and Real-Time Market; provided, if Seller submits Economic Bid(s) (other than Self-Schedule) such Economic Bid(s) shall be at a price between negative $150/MWh and $0/MWh, at least during the Availability Assessment Hours every Monday-Saturday including NERC Holidays throughout the Delivery Term.

(n) Reporting Requirements. Seller shall provide Purchaser with all necessary documentation required to support and verify that delivery requirements have been met according to the RA Requirements.

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(o) Scheduling Identifiers
Buyer's SCID: LSVCE
Buyer's PSE: LSVCE
Seller's SCID: DYNP
Seller's PSE: DYNP08

1.3 Special Conditions

(a) Generally Accepted Utility Practice: All scheduling and tagging shall be in accordance with Generally Accepted Utility Practice.

(b) External Resource: Energy delivered pursuant to this Confirmation will not be sourced from resources internal to the CAISO Balancing Authority Area.

(c) Additional Purchaser Representations: Purchaser represents and warrants to Seller that as of the Effective Date and throughout the Delivery Term it holds unencumbered Import Capability rights at the Delivery Point at least equal to the Hourly Contract Quantity to be provided by Seller hereunder and that within three (3) days of the Effective Date Purchaser shall provide to Seller documentation that such amount of Purchaser's Import Capability rights has been validly registered with the CAISO for use, consistent with the CAISO Tariff, exclusively to receive the Hourly Contract Quantity under this Confirmation for the entirety of the Delivery Term.

(d) Additional Seller Representations: Seller represents and warrants to Purchaser as follows:

(i) The Hourly Contract Quantity of Firm Energy sold to Purchaser hereunder has been sold once and only once by Seller;

(ii) Purchaser has the exclusive right to count the Hourly Contract Quantity of Product toward Purchaser's RA Requirements;

(iii) No portion of the Hourly Contract Quantity of Product is curtailable for economic reasons or has been committed by Seller to any third party in order to satisfy RA Requirements or analogous capacity obligations in other markets;

(iv) The Firm Energy is sourced from resources external to the CAISO Balancing Authority Area;

(v) As of the Effective Date, the capacity supporting energy to be delivered pursuant to this Confirmation is surplus to the expected capacity requirements of the Source's host balancing authority area and is not committed to another balancing authority area (i.e., no double-counting);

(vi) Throughout the Delivery Term, Firm Energy will be delivered to the Delivery Point; and

(vii) Throughout the Delivery Term, Seller's Firm Energy obligation is and will be supported (backed) each hour by operating reserves (including required contingency reserves and sufficient balancing reserves) in the host balancing authority area necessary to ensure there is sufficient energy available for Seller to meet its obligation throughout the applicable operating hour.

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ARTICLE 2
GENERAL PROVISIONS

2.1 Seller Indemnification

To the extent Seller fails to fulfill its obligations under this Confirmation and such failure is not excused under the terms of either Product, this Confirmation or the Master Agreement or caused by a failure to perform by Purchaser or other third party contracting directly or indirectly with Purchaser, then:

(a) Seller agrees to indemnify Purchaser for any monetary penalties directly resulting from Seller's nonperformance hereunder, as assessed against Purchaser by the CPUC pursuant to the RA Requirements, to the extent Seller has not provided Purchaser with sufficient notice to take action necessary to avoid such monetary penalties being assessed; and

(b) Seller shall indemnify Purchaser for costs incurred, using reasonable efforts, by Purchaser to replace, if required, any Product to increase the total volume up to the Hourly Contract Quantity.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize any such monetary penalties or the impact of any Seller non-performance; provided, that in no event shall Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize such penalties.

2.2 Electricity Importer

As a result of Seller's assumption of the scheduling functions required to schedule and deliver the Firm Energy to the Delivery Point, Seller will be the electricity importer into California for purposes of the Cap and Trade Regulations for the Firm Energy delivered pursuant to this Confirmation. The Parties acknowledge that Seller will be responsible for satisfying any Compliance Obligation (as defined in the Cap and Trade Regulations) associated with the energy that is scheduled and imported into California pursuant to this Confirmation.

2.3 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

2.4 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

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[*Signatures appear on the following page*.]

Docusign Envelope ID: 2562E362-E621-45EC-BAB0-2968B51DA3F28

Acknowledged and agreed to as of the Effective Date.

Dynasty Power Inc.	**Silicon Valley Clean Energy, a California joint powers authority**
By: Aisha Khan	By: DocuSigned by: Monica Padilla 573FC104110B4C0...
Name: Aisha Khan	Name: Monica Padilla
Title: Manager, Settlements	Title CEO
Date: 2024-08-02	Date: 8/6/2024

EXHIBIT A
NOTICE INFORMATION

Seller: Dynasty Power Inc.	**Purchaser:** Silicon Valley Clean Energy
All Notices: [redacted]	**All Notices:** [redacted]
Invoices: [redacted]	**Invoices:** [redacted]
Scheduling: [redacted]	**Scheduling:** [redacted]
Wire Transfer: [redacted]	**Wire Transfer:** [redacted]
Credit and Collections: [redacted]	**Credit and Collections:** [redacted]

Defaults: [redacted]	**Defaults:** [redacted]

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WSPP RESOURCE ADEQUACY CONFIRMATION

This Confirmation confirms the transaction between Central Coast Community Energy, a California joint powers authority ("Seller") and Silicon Valley Clean Energy, a California joint powers authority ("Purchaser"), and each individually a "Party" and together the "Parties", dated as of August 7, 2024 (the "Effective Date"), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product (the "Transaction"). This Transaction is governed by the WSPP Agreement dated September 11, 2023 (the "WSPP Agreement"). The WSPP Agreement and this Confirmation, including any applicable appendices, exhibits or amendments thereto, shall be collectively referred to herein as the "Agreement" and will constitute a single agreement between the Parties with respect to the Transaction. Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff.

ARTICLE 1
TRANSACTION TERMS

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A, B, C, and D are incorporated into this Confirmation.

☐ Firm RA Product:

Seller shall provide Purchaser with the Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity for any reason, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Contract Quantity and has failed to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

☒ Contingent Firm RA Product:

Seller shall provide Purchaser with Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reduction of the Contract Quantity of the Unit in accordance with Section 2.2, Seller shall have the option to notify Purchaser that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 2.3. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reason other than as provided in Section 2.2, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Expected Contract Quantity from the Unit and has failed to supply Alternate Capacity to fulfill the remainder of the Expected Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

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ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller shall sell and deliver to Purchaser, and Purchaser shall purchase and receive from Seller, the Expected Contract Quantity of the Product from the Shown Unit(s). Seller's obligation to deliver the Expected Contract Quantity of Product for the Delivery Period is firm and will not be excused for any reason.

(b) Seller shall deliver the Expected Contract Quantity by submitting to CAISO in its Supply Plan the Shown Unit(s) and the characteristics of the Shown Unit(s) and Product for Purchaser, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller shall cause all Supply Plans to meet and be filed in conformance with the requirements of the CPUC and the Tariff. Seller shall submit, or cause the Shown Unit's SC to submit, (i) monthly Supply Plans and (ii) annual Supply Plans if the Effective Date is prior to the year-ahead Compliance Showing Deadline applicable for the Showing Months specified in Appendix B, in accordance with the Tariff and CPUC requirements and no later than the initial Compliance Showing Deadline for such Showing Month, identifying and confirming the transfer of the Expected Contract Quantity of Product to Purchaser for each Showing Month. The total amount of Product identified and confirmed for such Showing Month shall equal the Expected Contract Quantity.

(d) Seller shall sell and deliver Product from a Shown Unit that meets the requirements set forth in Appendix B, including the Resource Category and, if applicable, the Flexible Capacity Category. In no event shall a Shown Unit utilize coal or coal materials as a source of fuel. A Shown Unit must be a specific resource that is connected directly to the CAISO controlled grid or be under the operational control of CAISO. A Shown Unit may not be an unspecified import. Seller shall identify the Shown Unit(s) and Expected Contract Quantity by providing Purchaser with the specific information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(e) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Expected Contract Quantity for the Shown Unit(s) in any Showing Month, the Parties shall confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with Purchaser's instructions, including Purchaser's instructions to withhold all or part of the Expected Contract Quantity from Seller's

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Supply Plan for any Showing Month during the Delivery Period, has been accepted for the Product from the Shown Unit(s) by CAISO. Seller has failed to deliver the Product if (i) Purchaser has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool and are rejected by CAISO notwithstanding performance of Section 2.1(e) or (ii) Seller fails to submit the volume of Expected Contract Quantity for any Showing Month in such amount as instructed by Purchaser for the applicable Showing Month. Seller will not have failed to deliver the Expected Contract Quantity if Purchaser fails or chooses not to submit the Shown Unit(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) The Shown Unit(s) must not have characteristics that would trigger the need for Purchaser or Seller to file an advice letter or other request for authorization with the CPUC or for Purchaser to make a compliance filing pursuant to California Public Utilities Code Section 380.

2.2 Reductions in Contract Quantity

(a) If Seller is providing Contingent Firm RA Product, Seller's obligation to deliver the Contract Quantity for each Showing Month may be reduced at Seller's option by the amount of any Planned Outages which exist with respect to any portion of the Unit during the applicable Showing Month; provided, (i) Seller notifies Purchaser by the Notification Deadline applicable to that Showing Month of the amount of Product from the Unit that Purchaser may include in Purchaser's Compliance Showings applicable to that month as a result of such Planned Outage, and (ii) such reduction is able to be reflected on the Supply Plans in accordance with the Tariff.

(b) In the event Seller is unable to provide the Contract Quantity for any portion of a Showing Month because of a Planned Outage of a Unit, Seller has the option, but not the obligation, to provide Product for such portions of such Showing Month from Replacement Units, provided Seller provides and identifies such Replacement Units in accordance with Section 2.3.

(c) ☒ ***If checked, the following provision and related definitions are applicable.***

Seller's obligation to deliver the Contract Quantity for each day of each Showing Month may be reduced at Seller's option in the event Purchaser fails to deliver, for any reason, the contract quantity of product set forth in Appendix B of the Swap Confirmation (such option, the "Swap Reduction Option"); provided, however, that (i) Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Purchaser failed to deliver under the Swap Confirmation and (ii) that the Swap Reduction Option is subject to Seller providing written notice to Purchaser of such modification no later than three (3) Business Days before the initial Compliance Showing Deadline for such Showing Month. Seller's rights under the Swap

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Reduction Option are cumulative and in addition to Seller's rights under the Swap Confirmation.

2.3 Seller's Option To Provide Alternate Capacity

If Seller is unable to provide the full Contract Quantity for a Showing Month for any reason, including, without limitation, as provided in Section 2.2, or Seller desires to provide some or all of the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Purchaser, provide Purchaser with replacement Product from one or more Replacement Units in an amount such that the total amount of Product provided to Purchaser from the Unit and any Replacement Unit(s) for each Showing Month is not more than the Contract Quantity, provided that in each case:

(a) Seller shall notify Purchaser in writing of its intent to provide Alternate Capacity and shall identify the proposed Replacement Units from which such Alternate Capacity shall be provided no later than the Notification Deadline for Purchaser's Compliance Showings related to such Showing Month;

(b) The proposed Replacement Units must (i) be accepted by the CAISO, and (ii) otherwise satisfy the requirements of this Agreement;

(c) Seller shall, or shall cause the SC to submit a Supply Plan that includes the Replacement Units for each Showing Month and, if applicable, annual filing, no later than the Notification Deadline for Purchaser's Compliance Showings; and

(d) If Seller does not comply with the requirements of Sections 2.3(a), (b) and (c) for the applicable Showing Month and, if applicable, annual filing, then any such Replacement Units shall not be deemed a Replacement Unit for purposes of this Confirmation for that Showing Month and Seller shall not receive payment for such Product.

Subject to the satisfaction of the conditions contained in subsections (a) – (c) of this Section 2.3, once Seller has identified in writing any Replacement Units that meet the requirements of this Section 2.3, then any such Replacement Units shall be deemed a Unit for purposes of this Confirmation for that Showing Month.

2.4 Planned Outages

As of the Confirmation Effective Date, Seller and Purchaser have agreed to all Planned Outages as specified in Appendix D ("Planned Outage Schedule") for all relevant Showing Months for the following calendar year, or until the end of the Delivery Period, whichever is shorter. Seller may provide Purchaser with proposed changes to the Planned Outage Schedule from time to time. Within ten (10) Business Days after Purchaser's receipt of any Seller proposed changes, Purchaser shall notify Seller in writing of any reasonable requests for modifications to such Seller proposed changes, and Seller shall, to the extent consistent with Prudent Operating Practice, accommodate

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Purchaser's requests regarding the timing of any Seller proposed changes to the Planned Outage Schedule.

2.5 Purchaser's Remedies for Seller's Failure to Deliver Expected Contract Quantity

(a) If Seller fails to deliver any part of the Expected Contract Quantity as required herein for any Showing Month, Seller shall be liable for damages pursuant to Section 21.3 of the WSPP Agreement, without reference to the word "hourly" therein.

(b) Seller shall indemnify, defend and hold harmless Purchaser from any penalties, fines or costs, assessed against Purchaser by the CPUC, CAISO or other Governmental Body resulting from Seller's failure to deliver the Product or a Shown Unit's SC's failure to timely or accurately submit Supply Plans in accordance with the Tariff and this Confirmation. The Parties shall use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs.

(c) If Seller fails to pay the foregoing damages, penalties, fines or costs, or fails to reimburse Purchaser for those damages, penalties, fines or costs, then, without prejudice to its other rights and remedies, Purchaser may setoff and recoup those damages, penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the WSPP Agreement.

2.6 Purchaser's Re-Sale of Product

(a) Purchaser may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as set forth in this Section 2.6(a). For any such a resale, the Resource Adequacy Plan of Purchaser as used herein will refer to the Resource Adequacy Plan of Subsequent Purchaser. Seller shall, or shall cause the Shown Unit's SC, to follow Purchaser's instructions with respect to providing such resold Product to Subsequent Purchasers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller shall, and shall cause the Shown Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Purchasers to use such resold Product in a manner consistent with Purchaser's rights under this Confirmation. If Purchaser incurs any liability to a Subsequent Purchaser due to the failure of Seller or the Shown Unit's SC to comply with this Confirmation, Seller will be liable to Purchaser for the amounts Seller would have owed Purchaser under this Confirmation if Purchaser had not resold the Product.

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(b) Purchaser shall notify Seller in writing of any resale of Product and the Subsequent Purchaser no later than two (2) Business Days before the Compliance Showing Deadline for each Showing Month for which Purchaser has resold the Product.

(c) If CAISO or CPUC develops a centralized capacity market, Purchaser will have exclusive rights to offer, bid, or otherwise submit the Expected Contract Quantity of Product for re-sale in such market, and Purchaser shall have the right to retain and receive all revenues from such re-sale.

ARTICLE 3
PAYMENTS

3.1 Payment

Purchaser shall make a monthly payment to Seller for the Product by the later of (i) ten (10) calendar days after Purchaser's receipt of Seller's invoice (which may be given upon first day of the Showing Month) and (ii) the twentieth (20^{th}) day of the Showing Month, and if such day is not a Business Day, the next following Business Day ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Expected Contract Quantity for the Showing Month and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be adjusted to reflect any portion of Expected Contract Quantity for the Showing Month that was not delivered in accordance with Section 2.1 for such Showing Month.

3.2 Allocation of Other Payments and Costs

(a) Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Shown Unit(s) for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Purchaser must promptly report receipt of any such revenues to Seller. Purchaser must pay to Seller any such amounts described in this Section 3.2(a) received by Purchaser or a Subsequent Purchaser. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it pursuant to this Section 3.2(a) against any amounts owed to Purchaser under the WSPP Agreement.

(b) Purchaser is to receive and retain all revenues associated with the Expected Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller shall promptly report receipt of any such revenues to Purchaser. Seller shall pay to Purchaser within thirty (30) days of receipt any such amounts received by Seller, or a Shown Unit's SC, owner, or operator. Without prejudice to its other rights, Purchaser may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the WSPP Agreement.

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(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller shall, or shall cause the Shown Unit's SC to, within one (1) Business Day of the time Seller receives notification from CAISO, notify Purchaser and not accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
OTHER PURCHASER AND SELLER COVENANTS

4.1 CAISO Requirements

Seller shall schedule or cause the Shown Unit's SC to schedule or make available to CAISO the Expected Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Shown Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Purchaser is not liable for, and Seller shall indemnify and hold Purchaser harmless from, the failure of Seller or the Shown Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Shown Unit's SC, owner, or operator for noncompliance.

4.2 Seller's and Purchaser's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Purchaser and Seller shall take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure (a) Purchaser's rights to the Expected Contract Quantity for the sole benefit of Purchaser or any Subsequent Purchaser and (b) that Purchaser may use the Expected Contract Quantity to meet its Compliance Obligations. Such commercially reasonable actions shall include, without limitation cooperating with and providing, and causing each Shown Unit's SC, owner, or operator to cooperate with and provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable Compliance Obligations, including to demonstrate that the Expected Contract Quantity can be delivered to the CAISO controlled grid for the minimum hours required to satisfy the Compliance Obligations, as applicable, pursuant to the "deliverability" standards established by the CAISO or other Governmental Body of competent jurisdiction.

If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Purchaser throughout the Delivery Period that:

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(a) No part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) The Shown Unit(s) qualify to provide the Product under the Tariff, and the Shown Unit(s) and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Shown Unit(s) during the Delivery Period does not exceed the Shown Unit's Net Qualifying Capacity and, if applicable, the Effective Flexible Capacity for that Shown Unit;

(d) if applicable, Seller has notified either the Shown Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Contract Quantity of Product for the Delivery Period to Purchaser; and

(e) Seller has notified or will notify the Shown Unit's SC that Purchaser is entitled to the revenues set forth in Section 3.2(b), and such Shown Unit's SC is obligated to promptly deliver those revenues to Purchaser, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 5
RESERVED

ARTICLE 6
ADDITIONAL WSPP AGREEMENT AMENDMENTS; GENERAL PROVISIONS

6.1 Confidentiality

Each Party to this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

6.2 Change in Law

If any action by the CPUC, CAISO or any Governmental Body having jurisdiction, or any change in applicable law, occurring after the Confirmation Effective Date results in (i) material changes to Purchaser's or Seller's obligations with regard to the Products sold hereunder, (ii) has the effect of changing the transfer and sale procedure set forth in this Confirmation so that the performance of this Confirmation becomes impracticable, or (iii) changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Purchaser's Resource Adequacy Requirements (a "Change in Law"), the Parties shall work in good faith to revise this Confirmation so that the Parties can perform their obligations regarding the purchase and sale of the Product sold hereunder in order to maintain the original intent.

6.3 Governing Law

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Notwithstanding Section 24 of the WSPP Agreement, this Transaction and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law.

6.4 Collateral

Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

6.5 No Recourse to Members

The Parties are each organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and are each a public entity separate from their constituent members. Each Party will solely be responsible for all of such Party's debts, obligations and liabilities accruing and arising out of this Confirmation. Each Party agrees that it shall have no rights and shall not make any claims, take any actions or assert any remedies against any of the other Party's constituent members, or the officers, directors, advisors, contractors, consultants or employees of the other Party or the other Party's constituent members, in connection with this Confirmation.]

6.6 Other WSPP Agreement Changes

For this Transaction, the WSPP Agreement shall be amended as follows:

(a) Section 9.4 is deleted in its entirety and replaced with the following:

"In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived."

(b) Section 22.1 is modified by inserting the following new text at the end thereof:

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"(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;
(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or
(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."

(c) Section 22.2(a) is deleted in its entirety replaced with the following:

"If an Event of Default shall have occurred and be continuing, the Non- Defaulting Party, upon written notice to the Defaulting Party, shall have the right to (i) suspend performance under any or all transactions under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days with respect to any single transaction, and (ii) exercise any remedy available at law or equity."

(d) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line thereof and deleting the second sentence therein.

(e) Section 22.2(b) is amended by inserting the following as the penultimate paragraph in Section 22.2(b):

"If Purchaser is the Non-Defaulting Party and Purchaser reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Purchaser or a Subsequent Purchaser is not able to include the applicable Expected Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties, fines or costs and include the 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 Purchaser's estimate exceeds the actual amount of penalties, fines or costs, Purchaser must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. 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."

(f) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following:

"If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary."

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(g) Section 22.3(e) is deleted in its entirety and replaced with the following: "[Intentionally omitted]"

(h) Section 22.3(f) is deleted in its entirety and replaced with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

(i) Section 28.1 is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.

(j) Section 30.1 is amended by inserting "or requested" after the word "required" in Section 30.1(4) and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(k) Subsections 34.1 and 34.2 are deleted and replaced with the following:

"34.1 INFORMAL DISPUTE RESOLUTION

IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN NOTICE FROM EITHER PARTY IDENTIFYING SUCH DISPUTE, THE PARTIES SHALL MEET, NEGOTIATE AND ATTEMPT, IN GOOD FAITH, TO RESOLVE THE DISPUTE QUICKLY, INFORMALLY AND INEXPENSIVELY. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE ARISING HEREUNDER WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THEN EITHER PARTY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS TRANSACTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

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(l) In Section 34.4, the phrase "arbitration or" is deleted from the first line.

(m) The following shall be inserted as a new Section 34.5:

"34.5 LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."

(n) Section 37 is amended by inserting the following in the beginning thereof: "On the date of entering into this Confirmation,".

(o) Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

"The Parties agree as follows:

From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether

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proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

6.7 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.

6.8 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

[*Signatures appear on the following page.*]

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AGREED AS OF THE EFFECTIVE DATE:

Central Coast Community Energy, a California joint powers authority	**Silicon Valley Clean Energy, a California joint powers authority**
By: DocuSigned by: Robert M Shaw 398728BE39B342A...	By: DocuSigned by: Monica Padilla 573FC184118B4C8...
Name: Robert M Shaw	Name: Monica Padilla
Title: Chief Executive Officer	Title: CEO

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APPENDIX A
DEFINED TERMS

"Alternate Capacity" means replacement Product which Seller has elected to provide to Purchaser in accordance with the terms of Section 2.3.

"CAISO" means the California ISO or the successor organization to the functions thereof.

"Capacity Attributes" means attributes of the Shown Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Shown Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Shown Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showing Deadline" means, for each Showing Month, the Compliance Showing plan submission due date for such Showing Month. For illustrative purposes only, as of the Effective Date, the applicable Compliance Showing plan submission due dates are as follows: (A) forty-five (45) days prior to the Showing Month covered by the Supply Plan for the monthly Supply Plan; and (B) the last Business Day of October that is prior to commencement of the year for the annual Supply Plan, such dates may be modified by the CAISO from time to time throughout the Delivery Period.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"Contingent Firm RA Product" has the meaning set forth in Article 1 herein.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"CPUC Filing Guide" is the document issued annually by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the CPUC's resource adequacy program.

"Effective Flexible Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Expected Contract Quantity" means, with respect to any Showing Month of the Delivery Period, (a) for Firm RA Product, the Contract Quantity of Product, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, and (b) for Contingent

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Firm RA Product, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, less any reductions to Contract Quantity consistent with Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

"FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Firm RA Product" has the meaning set forth in Article 1 herein.

"Flexible Capacity Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"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.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"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 over Compliance Obligations.

"Local RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's Local RAR.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Net Qualifying Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Notification Deadline" is ten (10) Business Days before the Compliance Showing Deadline.

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"Planned Outage" means, subject to and as further described in the CPUC Decisions, a CAISO-approved, planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.

"Product" means RAR Attributes, Local RAR Attributes and FCR Attributes, each for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications contained in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prudent Operating Practice" means (a) the applicable practices, methods and acts required by or consistent with applicable laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric power industry during the relevant time period in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the electric power industry in the Western United States.

"RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's RAR.

"Replacement Unit" means a generating unit having the same capacity attributes as the Unit(s) originally identified in Appendix B hereof, including the same Resource Category, RAR Attributes, and, as applicable, LAR Attributes, FCR Attributes, and Flexible Capacity Category, and otherwise meeting the requirements specified Section 2.3 hereof. A Replacement Unit shall not utilize coal or coal materials as a source of fuel, must be a specific resource that is connected directly to the CAISO controlled grid, or be under the operational control of CAISO, and may not be an unspecified import.

"Resource Adequacy Requirements" or "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 over Compliance Obligations, not including Local RAR or FCR.

"Resource Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

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"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means the Unit, or any Replacement Unit meeting the requirements of Section 2.3 of this Confirmation and specified by Seller in a Supply Plan.

"Subsequent Purchaser" means the purchaser of Product from Purchaser in a re-sale of Product by Purchaser.

"Substitute Capacity" has the meaning set forth in the Tariff for "RA Substitute Capacity".

"Swap Confirmation" means that certain WSPP Agreement Confirmation between Seller and Purchaser dated concurrently herewith, in which Seller is purchasing 90 MW of Product (as defined under such confirmation)] from Purchaser.

"Swap Reduction Option" has the meaning specified in Section 2.2(c).

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit(s) described in Appendix B.

"Unit EFC" means the lesser of the Unit's Effective Flexible Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means the lesser of the Unit's Net Qualifying Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☒ Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: ___North_____
Resource Category (MCC Bucket): __4_____
CPUC Local Area (if applicable): ____N/A_____
Flexible Capacity Category (if applicable): ____1_____

Delivery Period: [redacted].

Contract Quantity and Contract Price:

Showing Month and Year	RAR Contract Quantity (MW)	Local RAR Contract Quantity (MW)	Flexible Capacity Contract Quantity (MW)	Contract Price ($/kW-mo.)
[redacted]	[redacted]		[redacted]	[redacted]

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Unit 1, 22MWs

Unit Specific Information	
Resource Name	Los Medanos Energy Center AGGREGATE
Physical Location	Pittsburg, CA
CAISO Resource ID	LMEC_1_PL1X3
SCID of Resource	LCALP
Unit NQC by month (e.g., Jan=50,Feb=65):	580
Unit EFC by month (e.g., Jan=30, Feb=50)	390
Resource Type (e.g., gas, hydro, solar, etc.)	CCGT
Minimum Qualified Flexible Capacity Category (Flex 1, 2 or 3)	1
TAC Area (e.g., PG&E, SCE)	SCE
Prorated Percentage of Unit Factor	N/A
Prorated Percentage of Unit Flexible Factor	N/A
Capacity Area (CAISO System, Fresno, Sierra, Kern, LA Basin, Bay Area, Stockton, Big Creek-Ventura, NCNB, San Diego-IV or Humboldt)	CAISO System
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	4, (24/7=Yes)

APPENDIX C
NOTICE INFORMATION

Seller: Central Coast Community Energy	**Purchaser:** Silicon Valley Clean Energy Authority
All Notices:	**All Notices:**
Invoices:	**Invoices:**
Scheduling:	**Scheduling:**
Wire Transfer:	
Credit and Collections:	**Credit and Collections:**
Defaults:	**With additional Notices of an Event of Default or Potential Event of Default to**: **and to:**

	[redacted]

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APPENDIX D
PLANNED OUTAGE SCHEDULE

Unit Name	CAISO Resource ID *	Outage (MW)	SLIC Outage Start Date	SLIC Outage End Date
N/A	N/A	N/A	N/A	N/A

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Joint CCA WSPP Standard RA Confirmation
CCA to CCA RA Purchases and Sale
7 August 2024

WSPP RESOURCE ADEQUACY CONFIRMATION

This Confirmation confirms the transaction between Silicon Valley Clean Energy, a California joint powers authority ("Seller") and Central Coast Community Energy, a California joint powers authority ("Purchaser"), and each individually a "Party" and together the "Parties", dated as of August 7, 2024 (the "Effective Date"), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product (the "Transaction"). This Transaction is governed by the WSPP Agreement dated September 11, 2023 (the "WSPP Agreement"). The WSPP Agreement and this Confirmation, including any applicable appendices, exhibits or amendments thereto, shall be collectively referred to herein as the "Agreement" and will constitute a single agreement between the Parties with respect to the Transaction. Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff.

ARTICLE 1
TRANSACTION TERMS

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A, B, C, and D are incorporated into this Confirmation.

☐ Firm RA Product:

Seller shall provide Purchaser with the Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity for any reason, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Contract Quantity and has failed to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

☒ Contingent Firm RA Product:

Seller shall provide Purchaser with Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reduction of the Contract Quantity of the Unit in accordance with Section 2.2, Seller shall have the option to notify Purchaser that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 2.3. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reason other than as provided in Section 2.2, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Expected Contract Quantity from the Unit and has failed to supply Alternate Capacity to fulfill the remainder of the Expected Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

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ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller shall sell and deliver to Purchaser, and Purchaser shall purchase and receive from Seller, the Expected Contract Quantity of the Product from the Shown Unit(s). Seller's obligation to deliver the Expected Contract Quantity of Product for the Delivery Period is firm and will not be excused for any reason.

(b) Seller shall deliver the Expected Contract Quantity by submitting to CAISO in its Supply Plan the Shown Unit(s) and the characteristics of the Shown Unit(s) and Product for Purchaser, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller shall cause all Supply Plans to meet and be filed in conformance with the requirements of the CPUC and the Tariff. Seller shall submit, or cause the Shown Unit's SC to submit, (i) monthly Supply Plans and (ii) annual Supply Plans if the Effective Date is prior to the year-ahead Compliance Showing Deadline applicable for the Showing Months specified in Appendix B, in accordance with the Tariff and CPUC requirements and no later than the initial Compliance Showing Deadline for such Showing Month, identifying and confirming the transfer of the Expected Contract Quantity of Product to Purchaser for each Showing Month. The total amount of Product identified and confirmed for such Showing Month shall equal the Expected Contract Quantity.

(d) Seller shall sell and deliver Product from a Shown Unit that meets the requirements set forth in Appendix B, including the Resource Category and, if applicable, the Flexible Capacity Category. In no event shall a Shown Unit utilize coal or coal materials as a source of fuel. A Shown Unit must be a specific resource that is connected directly to the CAISO controlled grid or be under the operational control of CAISO. A Shown Unit may not be an unspecified import. Seller shall identify the Shown Unit(s) and Expected Contract Quantity by providing Purchaser with the specific information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(e) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Expected Contract Quantity for the Shown Unit(s) in any Showing Month, the Parties shall confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with Purchaser's instructions, including Purchaser's instructions to withhold all or part of the Expected Contract Quantity from Seller's

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Supply Plan for any Showing Month during the Delivery Period, has been accepted for the Product from the Shown Unit(s) by CAISO. Seller has failed to deliver the Product if (i) Purchaser has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool and are rejected by CAISO notwithstanding performance of Section 2.1(e) or (ii) Seller fails to submit the volume of Expected Contract Quantity for any Showing Month in such amount as instructed by Purchaser for the applicable Showing Month. Seller will not have failed to deliver the Expected Contract Quantity if Purchaser fails or chooses not to submit the Shown Unit(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) The Shown Unit(s) must not have characteristics that would trigger the need for Purchaser or Seller to file an advice letter or other request for authorization with the CPUC or for Purchaser to make a compliance filing pursuant to California Public Utilities Code Section 380.

2.2 Reductions in Contract Quantity

(a) If Seller is providing Contingent Firm RA Product, Seller's obligation to deliver the Contract Quantity for each Showing Month may be reduced at Seller's option by the amount of any Planned Outages which exist with respect to any portion of the Unit during the applicable Showing Month; provided, (i) Seller notifies Purchaser by the Notification Deadline applicable to that Showing Month of the amount of Product from the Unit that Purchaser may include in Purchaser's Compliance Showings applicable to that month as a result of such Planned Outage, and (ii) such reduction is able to be reflected on the Supply Plans in accordance with the Tariff.

(b) In the event Seller is unable to provide the Contract Quantity for any portion of a Showing Month because of a Planned Outage of a Unit, Seller has the option, but not the obligation, to provide Product for such portions of such Showing Month from Replacement Units, provided Seller provides and identifies such Replacement Units in accordance with Section 2.3.

(c) ☒ ***If checked, the following provision and related definitions are applicable.***

Seller's obligation to deliver the Contract Quantity for each day of each Showing Month may be reduced at Seller's option in the event Purchaser fails to deliver, for any reason, the contract quantity of product set forth in Appendix B of the Swap Confirmation (such option, the "Swap Reduction Option"); provided, however, that (i) Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Purchaser failed to deliver under the Swap Confirmation and (ii) that the Swap Reduction Option is subject to Seller providing written notice to Purchaser of such modification no later than three (3) Business Days before the initial Compliance Showing Deadline for such Showing Month. Seller's rights under the Swap

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Reduction Option are cumulative and in addition to Seller's rights under the Swap Confirmation.

2.3 Seller's Option To Provide Alternate Capacity

If Seller is unable to provide the full Contract Quantity for a Showing Month for any reason, including, without limitation, as provided in Section 2.2, or Seller desires to provide some or all of the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Purchaser, provide Purchaser with replacement Product from one or more Replacement Units in an amount such that the total amount of Product provided to Purchaser from the Unit and any Replacement Unit(s) for each Showing Month is not more than the Contract Quantity, provided that in each case:

(a) Seller shall notify Purchaser in writing of its intent to provide Alternate Capacity and shall identify the proposed Replacement Units from which such Alternate Capacity shall be provided no later than the Notification Deadline for Purchaser's Compliance Showings related to such Showing Month;

(b) The proposed Replacement Units must (i) be accepted by the CAISO, and (ii) otherwise satisfy the requirements of this Agreement;

(c) Seller shall, or shall cause the SC to submit a Supply Plan that includes the Replacement Units for each Showing Month and, if applicable, annual filing, no later than the Notification Deadline for Purchaser's Compliance Showings; and

(d) If Seller does not comply with the requirements of Sections 2.3(a), (b) and (c) for the applicable Showing Month and, if applicable, annual filing, then any such Replacement Units shall not be deemed a Replacement Unit for purposes of this Confirmation for that Showing Month and Seller shall not receive payment for such Product.

Subject to the satisfaction of the conditions contained in subsections (a) – (c) of this Section 2.3, once Seller has identified in writing any Replacement Units that meet the requirements of this Section 2.3, then any such Replacement Units shall be deemed a Unit for purposes of this Confirmation for that Showing Month.

2.4 Planned Outages

As of the Confirmation Effective Date, Seller and Purchaser have agreed to all Planned Outages as specified in Appendix D ("Planned Outage Schedule") for all relevant Showing Months for the following calendar year, or until the end of the Delivery Period, whichever is shorter. Seller may provide Purchaser with proposed changes to the Planned Outage Schedule from time to time. Within ten (10) Business Days after Purchaser's receipt of any Seller proposed changes, Purchaser shall notify Seller in writing of any reasonable requests for modifications to such Seller proposed changes, and Seller shall, to the extent consistent with Prudent Operating Practice, accommodate

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Purchaser's requests regarding the timing of any Seller proposed changes to the Planned Outage Schedule.

2.5 Purchaser's Remedies for Seller's Failure to Deliver Expected Contract Quantity

(a) If Seller fails to deliver any part of the Expected Contract Quantity as required herein for any Showing Month, Seller shall be liable for damages pursuant to Section 21.3 of the WSPP Agreement, without reference to the word "hourly" therein.

(b) Seller shall indemnify, defend and hold harmless Purchaser from any penalties, fines or costs, assessed against Purchaser by the CPUC, CAISO or other Governmental Body resulting from Seller's failure to deliver the Product or a Shown Unit's SC's failure to timely or accurately submit Supply Plans in accordance with the Tariff and this Confirmation. The Parties shall use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs.

(c) If Seller fails to pay the foregoing damages, penalties, fines or costs, or fails to reimburse Purchaser for those damages, penalties, fines or costs, then, without prejudice to its other rights and remedies, Purchaser may setoff and recoup those damages, penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the WSPP Agreement.

2.6 Purchaser's Re-Sale of Product

(a) Purchaser may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as set forth in this Section 2.6(a). For any such a resale, the Resource Adequacy Plan of Purchaser as used herein will refer to the Resource Adequacy Plan of Subsequent Purchaser. Seller shall, or shall cause the Shown Unit's SC, to follow Purchaser's instructions with respect to providing such resold Product to Subsequent Purchasers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller shall, and shall cause the Shown Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Purchasers to use such resold Product in a manner consistent with Purchaser's rights under this Confirmation. If Purchaser incurs any liability to a Subsequent Purchaser due to the failure of Seller or the Shown Unit's SC to comply with this Confirmation, Seller will be liable to Purchaser for the amounts Seller would have owed Purchaser under this Confirmation if Purchaser had not resold the Product.

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(b) Purchaser shall notify Seller in writing of any resale of Product and the Subsequent Purchaser no later than two (2) Business Days before the Compliance Showing Deadline for each Showing Month for which Purchaser has resold the Product.

(c) If CAISO or CPUC develops a centralized capacity market, Purchaser will have exclusive rights to offer, bid, or otherwise submit the Expected Contract Quantity of Product for re-sale in such market, and Purchaser shall have the right to retain and receive all revenues from such re-sale.

ARTICLE 3
PAYMENTS

3.1 Payment

Purchaser shall make a monthly payment to Seller for the Product by the later of (i) ten (10) calendar days after Purchaser's receipt of Seller's invoice (which may be given upon first day of the Showing Month) and (ii) the twentieth (20^{th}) day of the Showing Month, and if such day is not a Business Day, the next following Business Day ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Expected Contract Quantity for the Showing Month and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be adjusted to reflect any portion of Expected Contract Quantity for the Showing Month that was not delivered in accordance with Section 2.1 for such Showing Month.

3.2 Allocation of Other Payments and Costs

(a) Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Shown Unit(s) for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Purchaser must promptly report receipt of any such revenues to Seller. Purchaser must pay to Seller any such amounts described in this Section 3.2(a) received by Purchaser or a Subsequent Purchaser. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it pursuant to this Section 3.2(a) against any amounts owed to Purchaser under the WSPP Agreement.

(b) Purchaser is to receive and retain all revenues associated with the Expected Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller shall promptly report receipt of any such revenues to Purchaser. Seller shall pay to Purchaser within thirty (30) days of receipt any such amounts received by Seller, or a Shown Unit's SC, owner, or operator. Without prejudice to its other rights, Purchaser may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the WSPP Agreement.

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(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller shall, or shall cause the Shown Unit's SC to, within one (1) Business Day of the time Seller receives notification from CAISO, notify Purchaser and not accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
OTHER PURCHASER AND SELLER COVENANTS

4.1 CAISO Requirements

Seller shall schedule or cause the Shown Unit's SC to schedule or make available to CAISO the Expected Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Shown Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Purchaser is not liable for, and Seller shall indemnify and hold Purchaser harmless from, the failure of Seller or the Shown Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Shown Unit's SC, owner, or operator for noncompliance.

4.2 Seller's and Purchaser's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Purchaser and Seller shall take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure (a) Purchaser's rights to the Expected Contract Quantity for the sole benefit of Purchaser or any Subsequent Purchaser and (b) that Purchaser may use the Expected Contract Quantity to meet its Compliance Obligations. Such commercially reasonable actions shall include, without limitation cooperating with and providing, and causing each Shown Unit's SC, owner, or operator to cooperate with and provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable Compliance Obligations, including to demonstrate that the Expected Contract Quantity can be delivered to the CAISO controlled grid for the minimum hours required to satisfy the Compliance Obligations, as applicable, pursuant to the "deliverability" standards established by the CAISO or other Governmental Body of competent jurisdiction.

If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Purchaser throughout the Delivery Period that:

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(a) No part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) The Shown Unit(s) qualify to provide the Product under the Tariff, and the Shown Unit(s) and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Shown Unit(s) during the Delivery Period does not exceed the Shown Unit's Net Qualifying Capacity and, if applicable, the Effective Flexible Capacity for that Shown Unit;

(d) if applicable, Seller has notified either the Shown Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Contract Quantity of Product for the Delivery Period to Purchaser; and

(e) Seller has notified or will notify the Shown Unit's SC that Purchaser is entitled to the revenues set forth in Section 3.2(b), and such Shown Unit's SC is obligated to promptly deliver those revenues to Purchaser, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 5
RESERVED

ARTICLE 6
ADDITIONAL WSPP AGREEMENT AMENDMENTS; GENERAL PROVISIONS

6.1 Confidentiality

Each Party to this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

6.2 Change in Law

If any action by the CPUC, CAISO or any Governmental Body having jurisdiction, or any change in applicable law, occurring after the Confirmation Effective Date results in (i) material changes to Purchaser's or Seller's obligations with regard to the Products sold hereunder, (ii) has the effect of changing the transfer and sale procedure set forth in this Confirmation so that the performance of this Confirmation becomes impracticable, or (iii) changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Purchaser's Resource Adequacy Requirements (a "Change in Law"), the Parties shall work in good faith to revise this Confirmation so that the Parties can perform their obligations regarding the purchase and sale of the Product sold hereunder in order to maintain the original intent.

6.3 Governing Law

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Notwithstanding Section 24 of the WSPP Agreement, this Transaction and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law.

6.4 Collateral

Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

6.5 No Recourse to Members

The Parties are each organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and are each a public entity separate from their constituent members. Each Party will solely be responsible for all of such Party's debts, obligations and liabilities accruing and arising out of this Confirmation. Each Party agrees that it shall have no rights and shall not make any claims, take any actions or assert any remedies against any of the other Party's constituent members, or the officers, directors, advisors, contractors, consultants or employees of the other Party or the other Party's constituent members, in connection with this Confirmation.]

6.6 Other WSPP Agreement Changes

For this Transaction, the WSPP Agreement shall be amended as follows:

(a) Section 9.4 is deleted in its entirety and replaced with the following:

"In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived."

(b) Section 22.1 is modified by inserting the following new text at the end thereof:

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"(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;
(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or
(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."

(c) Section 22.2(a) is deleted in its entirety replaced with the following:

"If an Event of Default shall have occurred and be continuing, the Non- Defaulting Party, upon written notice to the Defaulting Party, shall have the right to (i) suspend performance under any or all transactions under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days with respect to any single transaction, and (ii) exercise any remedy available at law or equity."

(d) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line thereof and deleting the second sentence therein.

(e) Section 22.2(b) is amended by inserting the following as the penultimate paragraph in Section 22.2(b):

"If Purchaser is the Non-Defaulting Party and Purchaser reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Purchaser or a Subsequent Purchaser is not able to include the applicable Expected Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties, fines or costs and include the 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 Purchaser's estimate exceeds the actual amount of penalties, fines or costs, Purchaser must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. 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."

(f) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following:

"If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary."

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(g) Section 22.3(e) is deleted in its entirety and replaced with the following: "[Intentionally omitted]"

(h) Section 22.3(f) is deleted in its entirety and replaced with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

(i) Section 28.1 is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.

(j) Section 30.1 is amended by inserting "or requested" after the word "required" in Section 30.1(4) and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(k) Subsections 34.1 and 34.2 are deleted and replaced with the following:

"34.1 INFORMAL DISPUTE RESOLUTION

IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN NOTICE FROM EITHER PARTY IDENTIFYING SUCH DISPUTE, THE PARTIES SHALL MEET, NEGOTIATE AND ATTEMPT, IN GOOD FAITH, TO RESOLVE THE DISPUTE QUICKLY, INFORMALLY AND INEXPENSIVELY. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE ARISING HEREUNDER WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THEN EITHER PARTY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS TRANSACTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

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(l) In Section 34.4, the phrase "arbitration or" is deleted from the first line.

(m) The following shall be inserted as a new Section 34.5:

"34.5 LIMITATION OF DAMAGES

EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."

(n) Section 37 is amended by inserting the following in the beginning thereof: "On the date of entering into this Confirmation,".

(o) Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

"The Parties agree as follows:

From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether

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proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

6.7 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.

6.8 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

[*Signatures appear on the following page.*]

AGREED AS OF THE EFFECTIVE DATE:

Silicon Valley Clean Energy, a California joint powers authority	**Central Coast Community Energy, a California joint powers authority**
By: DocuSigned by: Monica Padilla 573FC104110B4C0...	By: DocuSigned by: Robert M Shaw 398728BE39B342A...
Name: Monica Padilla	Name: Robert M Shaw
Title: CEO	Title: Chief Executive Officer

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APPENDIX A
DEFINED TERMS

"Alternate Capacity" means replacement Product which Seller has elected to provide to Purchaser in accordance with the terms of Section 2.3.

"CAISO" means the California ISO or the successor organization to the functions thereof.

"Capacity Attributes" means attributes of the Shown Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Shown Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Shown Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showing Deadline" means, for each Showing Month, the Compliance Showing plan submission due date for such Showing Month. For illustrative purposes only, as of the Effective Date, the applicable Compliance Showing plan submission due dates are as follows: (A) forty-five (45) days prior to the Showing Month covered by the Supply Plan for the monthly Supply Plan; and (B) the last Business Day of October that is prior to commencement of the year for the annual Supply Plan, such dates may be modified by the CAISO from time to time throughout the Delivery Period.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"Contingent Firm RA Product" has the meaning set forth in Article 1 herein.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"CPUC Filing Guide" is the document issued annually by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the CPUC's resource adequacy program.

"Effective Flexible Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Expected Contract Quantity" means, with respect to any Showing Month of the Delivery Period, (a) for Firm RA Product, the Contract Quantity of Product, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, and (b) for Contingent

Firm RA Product, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, less any reductions to Contract Quantity consistent with Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

"FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Firm RA Product" has the meaning set forth in Article 1 herein.

"Flexible Capacity Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"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.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"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 over Compliance Obligations.

"Local RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's Local RAR.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Net Qualifying Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Notification Deadline" is ten (10) Business Days before the Compliance Showing Deadline.

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"Planned Outage" means, subject to and as further described in the CPUC Decisions, a CAISO-approved, planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.

"Product" means RAR Attributes, Local RAR Attributes and FCR Attributes, each for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications contained in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prudent Operating Practice" means (a) the applicable practices, methods and acts required by or consistent with applicable laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric power industry during the relevant time period in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the electric power industry in the Western United States.

"RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's RAR.

"Replacement Unit" means a generating unit having the same capacity attributes as the Unit(s) originally identified in Appendix B hereof, including the same Resource Category, RAR Attributes, and, as applicable, LAR Attributes, FCR Attributes, and Flexible Capacity Category, and otherwise meeting the requirements specified Section 2.3 hereof. A Replacement Unit shall not utilize coal or coal materials as a source of fuel, must be a specific resource that is connected directly to the CAISO controlled grid, or be under the operational control of CAISO, and may not be an unspecified import.

"Resource Adequacy Requirements" or "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 over Compliance Obligations, not including Local RAR or FCR.

"Resource Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

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"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means the Unit, or any Replacement Unit meeting the requirements of Section 2.3 of this Confirmation and specified by Seller in a Supply Plan.

"Subsequent Purchaser" means the purchaser of Product from Purchaser in a re-sale of Product by Purchaser.

"Substitute Capacity" has the meaning set forth in the Tariff for "RA Substitute Capacity".

"Swap Confirmation" means that certain WSPP Agreement Confirmation between Seller and Purchaser dated concurrently herewith, in which Seller is purchasing 90 MW of Product (as defined under such confirmation)] from Purchaser.

"Swap Reduction Option" has the meaning specified in Section 2.2(c).

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit(s) described in Appendix B.

"Unit EFC" means the lesser of the Unit's Effective Flexible Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means the lesser of the Unit's Net Qualifying Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

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APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☐ Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: _South_____
Resource Category (MCC Bucket): __4____
CPUC Local Area (if applicable): ___N/A_____
Flexible Capacity Category (if applicable): __N/A____

Delivery Period: [redacted]

Contract Quantity and Contract Price:

Showing Month and Year	RAR Contract Quantity (MW)	Local RAR Contract Quantity (MW)	Flexible Capacity Contract Quantity (MW)	Contract Price ($/kW-mo.)
[redacted]	[redacted]			[redacted]

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Unit 1, 22MWs

Unit Specific Information	
Resource Name	High Desert Power Project Aggregate
Physical Location	Victorville, CA
CAISO Resource ID	HIDSRT_2_UNITS
SCID of Resource	TS30
Unit NQC by month (e.g., Jan=50,Feb=65):	830
Unit EFC by month (e.g., Jan=30, Feb=50)	630
Resource Type (e.g., gas, hydro, solar, etc.)	Natural Gas
Minimum Qualified Flexible Capacity Category (Flex 1, 2 or 3)	N/A
TAC Area (e.g., PG&E, SCE)	SCE
Prorated Percentage of Unit Factor	N/A
Prorated Percentage of Unit Flexible Factor	N/A
Capacity Area (CAISO System, Fresno, Sierra, Kern, LA Basin, Bay Area, Stockton, Big Creek-Ventura, NCNB, San Diego-IV or Humboldt)	CAISO System
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	4, (24/7 =Yes)

APPENDIX C
NOTICE INFORMATION

Seller: Central Coast Community Energy	**Purchaser:** Silicon Valley Clean Energy Authority
All Notices: [redacted]	**All Notices:** [redacted]
Invoices: [redacted]	**Invoices:** [redacted]
Scheduling: [redacted]	**Scheduling:** [redacted]
Wire Transfer: [redacted]	**Wire Transfer:** [redacted]
Credit and Collections: [redacted]	**Credit and Collections:** [redacted]
Defaults: [redacted]	**With additional Notices of an Event of Default or Potential Event of Default to**: [redacted] **and to:**

	[redacted]

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APPENDIX D
PLANNED OUTAGE SCHEDULE

Unit Name	CAISO Resource ID *	Outage (MW)	SLIC Outage Start Date	SLIC Outage End Date
N/A	N/A	N/A	N/A	N/A

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RESOURCE ADEQUACY CONFIRMATION LETTER

This confirmation letter ("Confirmation") confirms the Transaction agreed to on August 8, 2024 (the "Confirmation Date"), between NextEra Energy Marketing, LLC ("NEM") and Silicon Valley Clean Energy, a California joint powers authority ("SVCE"), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product. This Transaction is governed by that certain Edison Electric Institute ("EEI") Master Purchase and Sale Agreement between the Parties, effective as of March 14, 2019, along with the Cover Sheet, any amendments and annexes thereto, and the EEI Collateral Annex along with the Paragraph 10 to the Collateral Annex (collectively, the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms not otherwise defined in this Confirmation or the Master Agreement are defined in the Tariff. References to Sections are references to Sections of this Confirmation unless stated to be references to Sections of the Master Agreement or a statute.

ARTICLE 1
TRANSACTION TERMS

Buyer: NextEra Energy Marketing, LLC

Seller: Silicon Valley Clean Energy Authority

Product, Delivery Period, Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A and B are incorporated into this Confirmation.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, the Quantity of the Product from the Shown Unit(s).

(b) Seller will deliver the Quantity by submitting to CAISO in its Supply Plan the Shown Unit(s) and the applicable characteristics of the Shown Unit(s) and Product for Buyer, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller will submit, or cause the Unit's SC to submit, on a timely basis with respect to each applicable Showing Month, Supply Plans in accordance with the Tariff and CPUC requirements to identify and confirm the Product delivered to Buyer for each Showing Month of the Delivery Period. The total amount of Product identified and confirmed for each day of such Showing Month will equal the Quantity, less any excused deductions to the Quantity for Force Majeure and/or excused reductions in Unit NQC and/or EFC.

(d) Seller may sell and deliver from any Shown Unit that meets the Product requirements set forth in Appendix B. Seller will identify the Shown Unit(s) and Quantity for a Showing Month by providing Buyer with the specific Unit information contemplated in Appendix B and corresponding portion of the Quantity no later than the Notification Deadline for the relevant Showing Month.

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(e) If CAISO or the CPUC rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Quantity for the applicable Shown Unit(s) in any Showing Month, the Parties will confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered when the CIRA Tool shows the Supply Plan accepted for the Product from the Shown Unit(s) by CAISO or Seller complies with Buyer's instruction to withhold all or part of the Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if Seller fails to comply with Section 2.1(c). Buyer will have received the Product if (i) Seller's Supply Plan is accepted by the CAISO and the Resource Adequacy Plan has been accepted by the CPUC for the applicable Showing Month or (ii) Seller complies with Buyer's instruction to withhold all or part of the Quantity from Seller's Supply Plan for the applicable Showing Month. Seller will not have failed to deliver the Product if Buyer fails or chooses not to submit the Shown Unit(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) The Shown Unit(s) must not have characteristics that would trigger the need for Buyer or Seller to file an advice letter or other request for authorization with the CPUC or for Buyer to make a compliance filing pursuant to California Public Utilities Code Section 380.[1] The Parties acknowledge and agree that the Unit described in Appendix B does not trigger the need for Buyer or Seller to file an advice letter or other request for authorization with the CPUC or for Buyer to make a compliance filing pursuant to California Public Utilities Code Section 380.

(h) Excused Reductions in Unit NQC: Seller's obligation to deliver the applicable Quantity for each Showing Month may also be reduced in the event the Unit experiences a reduction in Unit NQC after the Confirmation Date as determined by the CAISO or the CPUC. In the event the Unit experiences such a reduction in Unit NQC, then Seller may, but is not obligated to, provide the applicable part of the Quantity from an alternate generating unit.

2.2 Buyer's Remedies for Seller's Failure to Deliver Quantity

(a) If Seller fails to deliver any part of the Quantity as required herein for any Showing Month, and such failure is not excused under the terms of the Agreement, then Seller is liable for damages pursuant to Section 4.1 of the Master Agreement.

(b) Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC, CAISO or other Governmental Body resulting from Seller's unexcused failure to deliver the Product. The Parties will use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs. Seller will have no obligation to Buyer under this Section 2.2(b) in respect of the portion of the Quantity for any portion of the Delivery Period for which Seller has paid damages pursuant to Section 2.2(a) and Section 4.1 of the Master Agreement. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then, without prejudice to its

[1] For example, contracts with Once-Through Cooling resources that terminate one year or less before the State Water Resources Control Board compliance deadline require an advice letter filing under CPUC Decision 12-04-046.

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other rights and remedies, Buyer may setoff and recoup those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the Master Agreement.

2.3 Buyer's Re-Sale of Product

(a) Buyer may re-sell all or part of the Product; provided that any such re-sale will not relieve Buyer of any of its obligations under this Agreement and must not increase Seller's obligations hereunder other than as set forth in this Section 2.3(a). For any such a resale, Resource Adequacy Plan of Buyer as used herein will refer to the Resource Adequacy Plan of Subsequent Buyer. Seller will, or will cause the Unit's SC, to follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Confirmation. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Buyer for the same amounts Seller would have owed Buyer under this Confirmation if Buyer had not resold the Product.

(b) Buyer will notify Seller in writing of any resale of Product and the Subsequent Buyer no later than two Business Days before the Notification Deadline for the Showing Month. Buyer will notify Seller of any subsequent changes or further resales no later than two Business Days before the Notification Deadline for the Showing Month.

2.4 Seller's Remedies for Buyer's Failure to Receive Quantity

(a) If Buyer fails to receive any part of the Quantity as required herein for any Showing Month, and such failure is not excused under the terms of the Agreement, then Buyer is liable for damages pursuant to Section 4.2 of the Master Agreement. If Buyer resells any portion of the Product to a Subsequent Buyer and that Subsequent Buyer fails to receive any portion of the resold Product, such failure will be deemed a failure of Buyer to receive the Product hereunder, and Buyer is liable for damages pursuant to Section 4.2 of the Master Agreement.

(b) For any provision of this Agreement that requires Seller to cause the Unit's SC to take or refrain from taking any action, if the SC for the Unit described in Appendix B fails to take or refrain from taking the applicable action, (i) Seller will be excused from such non-performance and (ii) to the extent that such failure results in Seller being unable to deliver all or a portion of the Quantity for a Showing Month, the failure of the SC for the Unit described in Appendix B will be deemed a failure of Buyer to receive such portion of the Quantity of Product hereunder.

ARTICLE 3
PAYMENTS

3.1 Payment

After Seller has delivered the Quantity in accordance with Section 2.1 and issued its invoice, Buyer must

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pay for the Product as provided in Article Six of the Master Agreement. The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Quantity for the Showing Month, and (c) 1,000, rounded to the nearest penny (i.e., two decimal places).

3.2 Allocation of Other Payments and Costs

(a) Seller will receive and is entitled to retain any revenues from, and must 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 for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Buyer must promptly report receipt of any such revenues to Seller. Buyer must pay to Seller any such amounts described in this Section 3.2(a) received by Buyer or its SC or a Subsequent Buyer or its SC. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it against any amounts owed to Buyer under the Master Agreement.

(b) Buyer is to receive and retain all revenues associated with the Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller must promptly report receipt of any such revenues to Buyer. Seller must pay to Buyer any such amounts received by Seller, or a Unit's SC, owner, or operator. Without prejudice to its other rights, Buyer may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the Master Agreement.

(c) If CAISO designates any part of the Quantity as Capacity Procurement Mechanism Capacity, then Seller will, or will cause the Unit's SC to, within one Business Day of the time Seller receives notification from CAISO, notify Buyer and, to the extent permitted under the Tariff, not accept any such designation by CAISO unless and until Buyer has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
OTHER BUYER AND SELLER COVENANTS

4.1 CAISO Requirements

Seller must schedule or cause the Unit's SC to schedule or make available to CAISO the Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Buyer is not liable for the failure of Seller or the Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Unit's SC, owner, or operator for such noncompliance.

4.2 Seller's and Buyer's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Buyer and Seller will take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure Buyer's rights to the Quantity for the sole benefit of Buyer or any Subsequent Buyer. If necessary, the Parties further agree to negotiate in good faith

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to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the balance of benefits and burdens of the Transaction as of the Confirmation Date.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Buyer throughout the Delivery Period that:

(a) no part of the Quantity of Product has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets in respect of the Delivery Period;

(b) the Unit qualifies under the Tariff for the Product, and the Unit and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Unit in respect of the Delivery Period does not exceed the Unit NQC and, if applicable, the Unit EFC, for that Unit during the Delivery Period;

(d) if applicable, Seller has notified either the Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Quantity of Product for the Delivery Period to Buyer; and

(e) Seller has notified or will notify the Unit's SC that Buyer is entitled to the revenues set forth in Section 3.2(b), and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 5
ADDITIONAL MASTER AGREEMENT AMENDMENTS; GENERAL PROVISIONS

5.1 Confidentiality

Notwithstanding Section 10.11 of the Master Agreement, (i) Buyer may disclose information in order to support its Compliance Showings or otherwise show it has met its Compliance Obligations; (ii) Seller may disclose 'information to a Unit's SC or as necessary for Supply Plans; (iii) each Party may disclose information to the independent evaluator or other administrator of any competitive solicitation process of Buyer, which in turn may disclose such information to CAISO or any Governmental Body; and (iv) Buyer may disclose information to any Subsequent Buyer.

5.2 Dodd-Frank Act

Each Party represents and warrants to the other that it is an "eligible commercial entity" and an "eligible contract participant" within the meaning of United States Commodity Exchange Act §§1a(17) and 1a(18), respectively. Without limiting Section 10.10 of the Master Agreement, the Parties intend this Transaction to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas and Electric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission*, 78 Fed. Reg. 19,880 (Apr. 2, 2013).

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5.3 Governing Law

Nothing contained in this Confirmation shall be construed as a grant of CPUC jurisdiction over a Party not otherwise subject to such jurisdiction by law. For this Transaction, Section 10.6 of the Master Agreement is amended to replace "NEW YORK" with "CALIFORNIA".

AGREED AS OF THE CONFIRMATION DATE:

NextEra Energy Marketing, LLC	**Silicon Valley Clean Energy Authority**
By: Edgar S	By: DocuSigned by: Monica Padilla
Name: Edgar Santana-Mondragon	Name: Monica Padilla
Title: Associate Trading Risk Analyst	Title: CEO

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APPENDIX A

DEFINED TERMS

"CAISO" means the California Independent System Operator Corporation or any successor entity performing substantially the same functions.

"Capacity Attributes" means attributes of the Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable to the Product, RAR, Local RAR and FCR.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"FCR" means the Flexible Capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Unit, any and all resource adequacy attributes of the Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"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.

"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 over Compliance Obligations.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Notification Deadline" is twenty (20) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month.

"Product" means Capacity Attributes applicable to compliance with RAR from Units that meet the specifications contained in the "Product" section of Appendix B.

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"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 over Compliance Obligations, but excluding Local RAR and FCR.

"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means a Unit specified by Seller in a Supply Plan, but not necessarily identified by Seller to Buyer on the Confirmation Date.

"Subsequent Buyer" means the buyer of Product from Buyer in a re-sale of Product by Buyer.

"Tariff" means the CAISO tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit described in Appendix B and any Shown Unit.

"Unit EFC" means Unit Effective Capacity and is the lesser of that of the Unit as set by CAISO as of the Confirmation Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means Unit Net Qualifying Capacity and is equal to the lesser of the value as set by (i) the CAISO or (ii) the CPUC for the Unit for the applicable Showing Months of the Delivery Period.

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APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☐ Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: South
MCC Bucket: 4
CPUC Local Area (if applicable): N/A
Flexible Capacity Category (if applicable): N/A

Delivery Period: [redacted],

Quantity and Contract Price:

RAR

Showing Month and Year	Quantity (MWs)*	Contract Price ($/kW-mo)
[redacted]	[redacted]	[redacted]

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Unit 1

Unit Specific Information	
Resource Name	HIGH DESERT POWER PROJECT AGGREGATE
Physical Location	Victorville, CA
CAISO Resource ID	HIDSRT_2_UNITS
SCID of Resource	TS30
Unit NQC by month (e.g., Jan=50,Feb=65):	Variable
Unit EFC by month (e.g., Jan=30, Feb=50)	N/A
Resource Type (e.g., gas, hydro, solar, etc.)	Natural Gas
Minimum Qualified Flexible Capacity Category (Flex 1, 2 or 3)	N/A
TAC Area (e.g., PG&E, SCE)	SCE
Capacity Area (CAISO System, Fresno, Sierra, , Kern, LA Basin, Bay Area, Stockton, Big Creek-Ventura, NCNB, San Diego-IV or Humboldt)	System
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	4

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CONFIRMATION LETTER
BETWEEN
SILICON VALLEY CLEAN ENERGY AND
CITY OF RIVERSIDE

This Confirmation Letter including all appendices hereto ("Confirmation") confirms the transaction between Silicon Valley Clean Energy, a California joint powers authority ("Seller") and City of Riverside ("Buyer"), each individually a "Party" and together the "Parties", dated as of [8/21/2024] (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, in the amounts described in this Confirmation (the "Transaction"). This Transaction is governed the Western Systems Power Pool Agreement effective as of September 11, 2023 along with any annexes and amendments thereto (collectively, the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings described to them in the Master Agreement, or the CAISOTariff. To the extent this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder.

ARTICLE 1. TRANSACTION TERMS

1.1 Product

Product: Import Transfer Capability ("ITC").

1.2 Delivery of Product

Seller shall sell and deliver to Buyer, and Buyer shall receive and purchase from Seller, the Product at the Delivery Point in the amount of the applicable Contract Quantity for each day of each month of the Delivery Period.

Delivery Period and Term

(a) [redacted]

(b) Term. The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the later of (i) the expiration of the Delivery Period or (ii) the date the Parties' obligations under this Confirmation have been satisfied. This Confirmation shall be effective and binding as of the Confirmation Effective Date.

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1.3 Delivery Point

The Delivery Point shall be the CAISO Branch Group corresponding to the CAISO [redacted]

1.4 Contract Quantity

The Contract Quantity for each day of each applicable Contract Month is as follows:

Contract Quantity (MWs for each day of such Contract Month)

Month, Year	Contract Quantity (MWs)
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

1.5 Contract Price

The Contract Price means, for any Contract Month, the price specified in the Contract Price table as set forth below.

CONTRACT PRICE TABLE

Month, Year	Contract Price ($/kW-month)
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

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ARTICLE 2. DELIVERY OBLIGATIONS

2.1 Delivery of Product

Within three (3) Business Days from the date that Seller receives the One-Time ITC Payment from Buyer or (3) Business Days after the Import Capability is available for bilateral transfers in CIRA, whichever is later. Seller shall or shall cause the Unit's SC to register the Bilateral Import Capability Transfer of the Product in the amount of the Contract Quantity at the Delivery Point in CAISO's CIRA Tool (or successor platform) in addition to completing any other actions required by the CAISO to effect such transfer (the "Registration"). If Seller fails to transfer the ITC within three (3) Business Days of the receipt of payment, this Confirmation shall terminate, and Seller shall refund the total payment within twenty (20) business days after receipt of payment.

As soon as reasonably practicable thereafter, but no later than three (3) Business Days from Registration, Buyer shall accept and confirm Seller's Registration in CAISO's CIRA Tool and will then communicate to Seller whether the Bilateral Import Capability Transfer from Seller to Buyer of the Product in the amount of the Contract Quantity at the Delivery Point was successful or unsuccessful (a successful transfer, the "Transfer Completion Email"). If the Bilateral Import Capability Transfer from Seller to Buyer of the Product in the amount of the Contract Quantity at the Delivery Point is unsuccessful, the Parties shall begin the Registration process set forth in this Section 2.1 again, until the Parties receive a Transfer Completion Email.

2.2 Buyer's Re-Sale of Product

Buyer may re-sell all or a portion of the Product acquired under this Confirmation.

ARTICLE 3. PAYMENT

3.1 One-Time ITC Payment

In accordance with the terms of Section 9 of the Master Agreement, Buyer shall make a payment ("One-Time ITC Payment") to Seller no later than (20) Business Days after the date an invoice is received. Seller shall provide Buyer the invoice for the One-Time ITC Payment no later than 5 Business Days from the date this Confirmation is signed by both Parties.

The One-Time ITC Payment shall be calculated as follows:

$$\text{One-Time ITC Payment} = \sum_{i}^{n}(A_i \times B_i \times 1000)$$

where:

A = Contract Price (in $/kW-month) for Contract Month *i*

B = Contract Quantity *i* (in MW) transferred by Seller for

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Contract Month *i*

i = Each Contract Month

n = number Contract Months

[redacted]

The payment calculation shall be rounded to two decimal places.

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3.2 Offset Rights

Either Party may offset any amounts owing to it for revenues, penalties, fines, costs reimbursement, or other payments pursuant to Section 9 of the Master Agreement against any future amounts it may owe to the other Party under this Confirmation.

ARTICLE 4. CONFIDENTIALITY

(a) Both Parties may disclose the terms and conditions of this Agreement and any and all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by a Party to the other Party in connection with this Agreement to the CAISO, the CPUC, and all divisions thereof, the CEC, and any Governmental Authority;

(b) Both Parties may disclose the terms of this Confirmation to the CAISO to effectuate Seller's performance and the transfer of the Product and the Parties acknowledge that the CAISO may publicly disclose the transfer of the Product from Seller to Buyer in accordance with the CAISO Tariff promptly following Seller's performance; and

(c) In the event Buyer resells all or any portion of the Product, Buyer shall be permitted to disclose to the other party to such resale transaction all such information necessary to effect such resale transaction, other than the Contract Price; provided, that each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Authority or the CAISO to further disclose such information. In addition, in the event Buyer resells all or any portionof the Contract Quantity to another party, Buyer shall be permitted to disclose to the otherparty to such resale transaction all such information necessary to effect such resale transaction. Each Party recognizes that this Confirmation is subject to the requirements ofthe California Public Records Act (Government Code Section 6250 et seq.); and, in the event of a public records requests pursuant to this act or any other applicable law, either party may disclose this Confirmation and such disclosure shall not be a violation of this Article 4.

ARTICLE 5. GENERAL PROVISIONS

5.1 Governing Law

Notwithstanding Section 24 of the Master Agreement, this Transaction and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law.

5.2 Collateral/Credit Requirements

Notwithstanding any provision in the Master Agreement to the contrary, including Section

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27, neither Party shall be required to post collateral or other security for this Transaction.

5.3 No Recourse to Members of Seller

Seller is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Seller will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Buyer will have no rights and shall not make any claims, take any actions or assert any remediesagainst any of Seller's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Seller or Seller's constituent members, in connection with this Confirmation.

5.4 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, facsimile or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by facsimile or electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

5.5 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

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In WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executedas of the Confirmation Effective Date:

Buyer:
CITY OF RIVERSIDE

By: Jennine K Camara
Jennine K Camara (Aug 22, 2024 13:04 PDT)

Name:_____

Title:_____

Jarod Mayne

Seller:
SILICON VALLEY CLEAN ENERGY, a California joint power authority

DocuSigned by:

By: Monica Padilla
573FC1041110B4C0...

Name: Monica Padilla

Title: CEO

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APPENDIX A

DEFINED TERMS

"Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Bilateral Import Capability Transfer" is the transfer of Remaining Import Capability from one Market Participant (as defined in the CAISO Tariff) to another, as described in the CAISO Tariff.

"Branch Group" means the branch group name used by the CAISO to represent the location of an Intertie with a Maximum Import Capability.

"Buyer" has the meaning specified in the introductory paragraph of this Confirmation and shall have the same meaning as "Purchaser" under the Master Agreement.

"CAISO" means the California Independent System Operator Corporation, or any successor entity performing the same functions.

"CAISO Tariff" means the California Independent System Operator Corporation Tariff, Business Practice Manuals (BPMs), Operating Agreements, and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC, if applicable.

"CEC" means the California Energy Commission.

"Confirmation" has the meaning specified in the introductory paragraph of this Confirmation.

"Confirmation Effective Date" has the meaning specified in the introductory paragraph of this Confirmation.

"Contract Month" means the month during the Delivery Period as set forth in the Contract Quantity Table specified Section 1.5.

"Contract Price" has the meaning specified in Section 1.6.

"Contract Quantity" has the meaning specified in Section 1.5.

"Cover Sheet" has the meaning specified in the introductory paragraph of this Confirmation.

"CPUC" means the California Public Utilities Commission.

"Delivery Period" has the meaning specified in Section 1.3(a).

"Delivery Point" has the meaning specified in Section 1.4.

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"Governmental Authority" means any: (a) federal, state, local, municipal or other government; (b) 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 (c) court or governmental tribunal.

"Import Transfer Capacity" has the meaning set forth in the CAISO Tariff.

"Intertie" has the meaning set forth in the CAISO Tariff.

"Master Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Maximum Import Capability" has the meaning set forth in the CAISO Tariff.

"MW" means megawatt (or 1,000 kilowatts) of alternating current electric energy generating capacity.

"Product" has the meaning specified in Section 1.1.

"Registration" has the meaning specified in Section 2.1.

"Remaining Import Capability" has the meaning set forth in the CAISO Tariff.

"Scheduling Point" has the meaning set forth in the CAISO Tariff.

"SC" has the meaning set forth in the CAISO Tariff.

"Seller" has the meaning specified in the introductory paragraph of this Confirmation.

"Term" has the meaning specified in Section 1.3(b).

"Transfer Completion Email" has the meaning specified in Section 2.1

SVCE_WSPP_Import_Capability_2025Transfers__Riverside_PE

Final Audit Report 2024-08-22

Created:	2024-08-22
By:	[redacted]
Status:	Signed
Transaction ID:	CBJCHBCAABAANz2UBk2sLi9gLlJ5zuOpPOUctCHNzoDr

"SVCE_WSPP_Import_Capability_2025Transfers__Riverside_PE" History

[redacted] Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-08-22 - 5:33:50 PM GMT

Document created by Amanda Shepherd [redacted]

[redacted]

Docusign Envelope ID: D2975D2F-38EF-44D8-8888-76A8EB9C9980

CONFIRMATION LETTER CAISO ENERGY

This Confirmation letter ("**Confirmation**") confirms the Transaction between NRG Business Marketing LLC**, a Delaware Limited Liability Company** ("**Seller**"), and Silicon Valley Clean Energy Authority, a California joint powers authority ("**Buyer**"), each individually a "**Party**" and together the "**Parties**", dated as of August 21, 2024 (the "**Effective Date**"). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement, dated November 28, 2016 (the "**Master Agreement**"), between the Parties. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments thereto, shall collectively be referred to as the "**Agreement**" and shall constitute a single agreement between the Parties with respect to the Transaction. Capitalized terms used, but not otherwise defined, in this Confirmation, including in Exhibit B hereto, have the meanings ascribed to them in the Master Agreement or the CAISO Tariff (as defined below). To the extent this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder.

The Parties hereby agree to the following Transaction:

Product:	CAISO Energy
Contract Price ($/MWh):	See Exhibit A.1
Contract Quantity (MW):	See Exhibit A.1
Delivery Period:	[redacted]
Delivery Point:	NP-15
Scheduling:	Seller will perform all scheduling requirements applicable to the Transaction contemplated under this Confirmation. All scheduling shall be performed consistent with all applicable CAISO and WECC prevailing protocols. The Product will be scheduled by Seller to Buyer on a Day-Ahead basis using an Inter-SC Trade.
SCID:	Buyer: LSVCE Seller: SEL1

1. Transaction.

Throughout the Delivery Period, Seller shall sell and deliver or make available, or cause to be sold and delivered or made available to Buyer, the Contract Quantity of Product in accordance with the terms and conditions of this Confirmation. This Confirmation shall be in full force and effect as of the Effective Date and shall remain in effect until the date on which both Parties have completed the performance of their obligations hereunder, unless earlier terminated pursuant to the terms hereof.

2. Counterparts.

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation, and delivery of an executed signature page by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

3. Entire agreement; no oral agreements or modifications.

This Confirmation sets forth the terms of the Transaction into which the Parties have entered, and in addition

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to the Master Agreement, shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement to the contrary, this Transaction may be confirmed only through a written document executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a written document executed by both Parties.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executed effective as of the date specified as the Effective Date.

NRG BUSINESS MARKETING LLC
A Delaware Limited Liability Company

Title Jay Robertson
Sr. Director, West Power Trading & OP
8/23/2024
Date

SILICON VALLEY CLEAN ENERGY AUTHORITY, a California joint powers authority

DocuSigned by:
Monica Padilla
573EC104110B4C0

Chief Executive Officer
8/22/2024
Date

Docusign Envelope ID: D2975D2F-38EF-44D8-8888-76A8EB9C9980

EXHIBIT A.1

CONTRACT QUANTITY AND PRICE TABLES

Energy Contract Quantity			Energy Contract Quantity				Offer Price
MW Per Month			MWh Per Month				$/MWh
	[redacted]						
Month	[redacted]		Month	[redacted]		Month	[redacted]
[redacted]	[redacted]		[redacted]	[redacted]		[redacted]	[redacted]

Docusign Envelope ID: D2975D2F-38EF-44D8-8888-76A8EB9C9980

EXHIBIT B

DEFINITIONS

"CAISO" means the California Independent System Operator Corporation or the successor organization to the functions thereof.

"CAISO Energy" means a quantity of energy equal to the hourly quantity without Ancillary Services that is or will be scheduled as an Inter-SC Trade pursuant to the CAISO Tariff for which the only excuse for failure to deliver or receive is an Uncontrollable Force. Terms that are capitalized, but not defined in this definition shall have the meaning ascribed to them in the CAISO Tariff.

"CAISO Tariff" means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

"Contract Price" means the price ($/MWh) to be paid by Buyer to Seller for the Contract Quantity delivered hereunder, as set forth on page 1 of this Confirmation.

"Contract Quantity" means the quantity (MWh) of Product to be delivered to the CAISO by Seller and scheduled with Buyer as an IST, as set forth on page 1 of this Confirmation.

"Day-Ahead" has the meaning set forth in the Tariff.

"Delivery Period" means the period of time, as set forth on page 1 of this Confirmation.

"Delivery Point" has the meaning set forth on page 1 of this Confirmation.

"Effective Date" has the meaning set forth on page 1 of this Confirmation.

"HE" means hour ending.

"Inter-SC Trade" or "IST" has the meaning set forth in the CAISO Tariff.

"MW" means megawatt.

"MWh" means megawatt-hour.

"Off-Peak" means HE 01-06, 23-24 PPT Mon-Sat, HE 01-24 Sun and NERC Holidays.

"On-Peak" means HE 07-22 Mon-Sat, excluding NERC Holidays.

"PPT" means Pacific Prevailing Time.

"Product" means CAISO Energy.

"Transaction" has the meaning set forth in the Master Agreement.

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Morgan Stanley

Commodities

Morgan Stanley Capital Group Inc.
Attn: Commodities
1585 Broadway
New York, NY 10036-8293

Date:	August 21, 2024
To:	SILICON VALLEY CLEAN ENERGY AUTHORITY 333 W EL CAMINO REAL #330, SUNNYVALE CA 94087
Attention:	Affirmation Team
Phone No.:	[redacted]
Fax No.:	
Contact:	Commodity Confirms
Phone:	[redacted]
Email:	Where Clients are based in the Americas, please return executed confirmation to [redacted]. Where Clients are based in the Asia, please return executed confirmation to [redacted]. For all other locations, please return to [redacted]
Reference No.:	E11602923 v. 1
Trade Date:	August 21, 2024

This electronic communication and any attachments hereto, are intended only for use by the addresses(s) named herein and may contain legally privileged and/or confidential information, which is exempt from disclosure under applicable law. If you are not the intended recipient of this electronic communication, you are hereby notified that any examination, dissemination, disclosure, distribution, or copying of, or reliance on or use of this electronic communication, and any attachments hereto, is strictly prohibited. If you have received this electronic communication in error, please notify me immediately on the above telephone number and permanently destroy all copies of this electronic communication.

This confirmation confirms the terms of Morgan Stanley Capital Group Inc. ("MSCGI") agreement regarding the sale of firm energy (the "Transaction") to SILICON VALLEY CLEAN ENERGY AUTHORITY . The terms are as follows:

Purchaser:	SILICON VALLEY CLEAN ENERGY AUTHORITY
Seller:	MSCGI
Term:	[redacted]
Delivery Hours:	

Docusign Envelope ID: B4D2224925B9-4376-B9C5-598BA6DE2084

[redacted]

Contract Quantity: [redacted]

Delivery Point: NP15 EZ GEN HUB

Energy Price: [redacted]

Special Conditions: This purchase and sale of energy is Firm (LD). The parties agree to notify each other as soon as possible of any interruption or curtailment affecting this transaction.

Monthly Billing Settlement:

Collection of Customer Payments. In accordance with the Security Documents, Buyer shall direct PG&E to deposit into a Lockbox Account, all of the proceeds of all of the Customer account receipts (net of the amounts to be paid to PG&E) received from the sale of the Product to the Customers. Seller shall receive, in accordance with the Security Documents, payments for its invoices due and payable, and after Seller's invoice is paid and agreed to reserves have been funded, the amounts remaining in such Lockbox Account shall be immediately released to Buyer or its designee in accordance with the Security Documents. The Parties agree that the Lockbox Account account shall be in the name of Buyer, and any interest earned thereon shall accrue to Buyer, as more fully set forth in the Security Documents.

Security Provisions:

Compliance with Security Documents. During the entire period that this Confirmation remains in effect, Buyer shall comply with the Security Documents. Upon the occurrence of an Event of Default (after giving effect to any applicable cure periods) by Buyer under any Security Document or a termination of any Security Document by Seller due to Buyer's failure to perform in accordance with the terms thereof, such event shall constitute an Event of Default of Buyer in accordance with Article Five of the Master Agreement and Buyer shall therefore be the 'Defaulting Party' with regard to such failure to perform.

"CAISO Energy" means with respect to a Transaction, a Product under which the Seller shall sell and the Buyer shall purchase a quantity of energy equal to the hourly quantity without Ancillary Services (as defined in the Tariff) that is or will be scheduled as a Scheduling Coordinator ("SC") to SC transaction pursuant to the applicable tariff and protocol provisions of the California Independent System Operator ("CAISO") (as amended from time to time, the "Tariff") for which the only excuse for failure to deliver or receive is an "Uncontrollable Force" (as defined in the Tariff.

A CAISO "Schedule Adjustment" (defined as a schedule change implemented by the CAISO that is neither caused by or within the control of either Party) shall not constitute an Uncontrollable Force; rather if there is a CAISO Schedule Adjustment, the Party negatively impacted shall notify the other Party and the Parties shall be obligated to exercise their reasonable efforts to reach an equitable resolution that reflects as nearly

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as practicable, the intention of the Transaction as originally negotiated. All terms used within the definition of CAISO Energy but not defined in the Agreement shall have the meaning ascribed to them in the Tariff.

Morgan Stanley Real-Time Communications and Scheduling

Option Exercise Line:	[redacted]
Prescheduling:	[redacted]
Real Time (24 hour):	[redacted]

The parties agree that this transaction is a Forward Contract within the meaning of the U.S. Commodity Exchange Act, and in reliance upon such agreement, each party represents to the other that, as of the date the transaction is entered into:

(a) It is a commercial market participant with respect to the specified commodity and is entering into the transaction in connection with its business; and

(b) It intends to make or take physical delivery of the specified commodity.

This letter is being provided pursuant to and in accordance with the EEI Master Agreement for purchase and sale of Physically settled Electricity in the US and Canada dated November 23, 2016, the ("Agreement") between SILICON VALLEY CLEAN ENERGY AUTHORITY and MSCGI, and constitutes part of and is subject to all the terms and provisions of such agreement. Terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

If the recipient of the confirmation disagrees with any of the terms summarized herein, it shall promptly notify MSCGI by telephone and facsimile transmission. Failure by the recipient to execute and return this confirmation or to notify MSCGI of its disagreement within three (3) Business Days of receiving this confirmation constitutes the Counterparty's agreement to the terms set forth herein. Please confirm that terms stated herein accurately reflect the agreement reached between SILICON VALLEY CLEAN ENERGY AUTHORITY and MSCGI by returning an executed copy of this Confirmation Letter. [redacted]

Yours Sincerely, Brent Masucci Authorised Signatory **Morgan Stanley Capital Group Inc.**	Confirmed as of the date first written above: SILICON VALLEY CLEAN ENERGY AUTHORITY By: DocuSigned by: Monica Padilla 573FC104110B4C0... Name: Monica Padilla Title: CEO

Docusign Envelope ID: [redacted]

Morgan Stanley

AMENDED. THIS CONFIRMATION RESTATES AND SUPERSEDES ANY CONFIRMATION PREVIOUSLY ISSUED BY US IN CONNECTION WITH THIS TRANSACTION.

Commodities

Morgan Stanley Capital Group Inc.
Attn: Commodities
1585 Broadway
New York, NY 10036-8293

Date:	August 24, 2024
To:	SILICON VALLEY CLEAN ENERGY AUTHORITY 333 W EL CAMINO REAL #330, SUNNYVALE CA 94087
Attention:	Affirmation Team
Phone No.:	[redacted]
Fax No.:	
Contact:	Commodity Confirms
Phone:	[redacted]
Email:	Where Clients are based in the Americas, please return executed confirmation to [redacted]. Where Clients are based in the Asia, please return executed confirmation to [redacted]. For all other locations, please return to [redacted]
Reference No.:	E11602903 v. 2
Trade Date:	August 21, 2024

This electronic communication and any attachments hereto, are intended only for use by the addresses(s) named herein and may contain legally privileged and/or confidential information, which is exempt from disclosure under applicable law. If you are not the intended recipient of this electronic communication, you are hereby notified that any examination, dissemination, disclosure, distribution, or copying of, or reliance on or use of this electronic communication, and any attachments hereto, is strictly prohibited. If you have received this electronic communication in error, please notify me immediately on the above telephone number and permanently destroy all copies of this electronic communication.

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Purchaser: SILICON VALLEY CLEAN ENERGY AUTHORITY

Seller: MSCGI

Term: [redacted]

Delivery Hours:

[redacted]

Contract Quantity: [redacted]

Delivery Point: NP15 EZ GEN HUB

Energy Price: [redacted]

Special Conditions: This purchase and sale of energy is Firm (LD). The parties agree to notify each other as soon as possible of any interruption or curtailment affecting this transaction.

Monthly Billing Settlement:

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as practicable, the intention of the Transaction as originally negotiated. All terms used within the definition of CAISO Energy but not defined in the Agreement shall have the meaning ascribed to them in the Tariff.

Morgan Stanley Real-Time Communications and Scheduling

Option Exercise Line:	[redacted]
Prescheduling:	[redacted]
Real Time (24 hour):	[redacted]

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If the recipient of the confirmation disagrees with any of the terms summarized herein, it shall promptly notify MSCGI by telephone and facsimile transmission. Failure by the recipient to execute and return this confirmation or to notify MSCGI of its disagreement within three (3) Business Days of receiving this confirmation constitutes the Counterparty's agreement to the terms set forth herein. Please confirm that terms stated herein accurately reflect the agreement reached between SILICON VALLEY CLEAN ENERGY AUTHORITY and MSCGI by returning an executed copy of this Confirmation Letter. [redacted]

Yours Sincerely, Brent Masucci Authorised Signatory **Morgan Stanley Capital Group Inc.**	Confirmed as of the date first written above: SILICON VALLEY CLEAN ENERGY AUTHORITY By: DocuSigned by: Monica Padilla 573FC104110B4C0... Name: Monica Padilla Title: CEO