SILICON VALLEY CLEAN ENERGY

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
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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

AGENDA PACKET MATERIALS AMENDMENTS SUMMARY

12/10/24

1. **Item 2: CEO Report**

Change made in the Clean Energy Update (page 149)

12/9/24

1. **Item 4: Proposal to Establish the Silicon Valley Clean Energy Community Fund**

Typo fixed regarding not to exceed amount of annual contributions to the proposed Fund (page 203 of packet)

2. **Item 2: CEO Report**

Attachment 6, org chart amended to fix error (page 188)

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).

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Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, December 11, 2024
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Teleconference Meeting
Webinar:
https://cityofcupertino.zoom.us/j/98476811063

Telephone (Audio Only):
US: +1 669-900-6833
Webinar ID: 984 7681 1063

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, 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

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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.

Public Comment on Closed Session

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

Closed Session

Conference with Real Property Negotiators
Property: 333 W. El Camino Real, Sunnyvale, CA
Agency Negotiator: Monica Padilla, CEO
Negotiating Parties: Biagini Property Company
Under Negotiation: Price and Terms of Payment

Conference with Real Property Negotiators
Property: 298 S. Sunnyvale Ave, Sunnyvale, CA
Agency Negotiator: Monica Padilla, CEO
Negotiating Parties: CBRE Northern California Capital Markets
Under Negotiation: Price and Terms of Payment

Report from Closed Session

Consent Calendar (Action)

1a) Approve Minutes of the November 13, 2024, Board of Directors Meeting

1b) Receive October 2024 Treasurer Report

1c) Approve Cancellation of the July 9, 2025 Board of Directors Meeting and Receive 2025 Board of Directors Regular Meeting Schedule

1d) Authorize the Chief Executive Officer to Execute Agreements with Calpine Community Energy for Data Management and Billing Services

1e) Receive Update on Non-Standard Pricing Policy

1f) Authorize the Chief Executive Officer to Execute and Submit Letters of Support Committing Matching Funds for Member Agencies Submitting Grant Applications to the Metropolitan Transportation Commission's

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City of Sunnyvale

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(MTC) Climate Program Implementation Grant for Charging Infrastructure

1g) Adopt Resolution Amending SVCE Conflict of Interest Code to Add Director of Customer Success, Director of Decarbonization Policy and Community Strategies, and Power Settlements Planner as Designated Positions for Filing Statements of Economic Interests

1h) Receive Executive Committee Report

1i) Receive Closing Report from the 2024 Legislative Ad Hoc Committee of the Board

1j) Receive Closing Report from the CEO Transition Ad Hoc Committee

1k) Receive Finance and Administration Committee Report

1l) Receive California Community Power Report

1m) Receive California Community Choice Financing Authority Report

Regular Calendar

2) CEO Report (Informational)

3) Approve Fiscal Year 2024-2025 Budget Update and 2025 Customer Rate Setting (Action)

4) Proposal to Establish the Silicon Valley Clean Energy Community Fund (Discussion)

5) Approve 2025 Legislative Policy Platform and Formation of 2025 Legislative Ad Hoc Committee (Action)

6) Approve SVCE's Policy Updates as Part of the Agency Policies Streamlining Project (Action)

7) 2025 SVCE Elections (Informational)

Board Member Announcements and Direction on Future Agenda Items

Adjourn

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Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, November 13, 2024
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

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

Milpitas Police Department
Community Conference Room
1275 N. Milpitas Blvd.
Milpitas CA 95035

DRAFT MEETING MINUTES

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

Director Meadows announced she would be participating remotely pursuant to AB 2449 due to a physical disability qualifying under the Americans with Disabilities Act, and there was no one else 18 or over present in her remote location.

Roll Call
Present:
Tina Walia (Chair), Saratoga
George Tyson (Vice Chair), Los Altos Hills
Elliot Scozzola, Campbell
Zach Hilton, Gilroy (participated remotely)
Sally Meadows, Los Altos (participated remotely)
Rob Rennie, Los Gatos
Evelyn Chua, Milpitas (participated remotely)
Bryan Mekechuk, Monte Sereno
Yvonne Martinez Beltran, Morgan Hill
Margaret Abe-Koga, Mountain View (joined the meeting in-person at 7:15 p.m.)
Otto Lee, Santa Clara County

Absent:
Sheila Mohan, Cupertino
Larry Klein, Sunnyvale

A quorum was present.

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

Consent Calendar

There were no requests from the public to speak on any matter on the Consent Calendar.

1a) Approve Minutes of the October 9, 2024, Board of Directors Meeting

1b) Receive September 2024 Treasurer Report

1c) Approve SVCE 2023 Annual Power Source Disclosure Report Attestation

1d) Receive FY24 Q4 Decarbonization Strategy and Programs Quarterly Report

1e) Approve a Delegation of Authority Allowing the Chief Executive Officer to Purchase Carbon-Free Nuclear Energy for 2025-2027

1f) Approve GreenPrime Product and Rate Methodology

1g) Authorize the Chief Executive Officer to Execute Agreements with Tenaska Power Services for Scheduling Coordination Services

1h) Receive Executive Committee Report

1i) Receive Audit Committee Report

1j) Receive 2024 Legislative Response to Industry Transition Ad Hoc Committee Report

1k) Receive Finance and Administration Committee Report

1l) California Community Power Report

MOTION: Director Lee moved and Director Martinez Beltran seconded the motion to approve the Consent Calendar, Items 1a through 1l.

The motion carried by verbal roll call vote with Directors Mohan, Klein, and Showalter absent and Director Meadows unable to vote due to technical difficulties.

Regular Calendar

2) CEO Report (Informational)

CEO Monica Padilla reported the following:

1) Announcement of staff promotions for Kathy Chai, Hannah Gustafson, Leanna Hyunh, Kaley Dodson, Leslie Madarang, Michaela Pippin, Brett Sirianni, Owen Milligan, and Adam Pearse;
2) Announcement of a site visit to SunZia Wind and Transmission in New Mexico, and attendance of a ribbon cutting event at Victory Pass; and
3) Bena Chang, Director of Government and Legislative Affairs, provided information relating to the 2024 election and retention of the Democratic majority at the state level, passage of the Climate Bond, Proposition 4, and participation with trade associations at the federal-level to identify additional opportunities.

Staff responded to questions from board members regarding previously allocated federal funds and the status of pending funding, EV charging station grants, and County-level advocacy for climate goals.

Chair Walia congratulated Silicon Valley Clean Energy (SVCE) staff members on their promotions and acknowledged staff members for their engagement in the Victory Pass ribbon-cutting event.

Alternate Director Abe-Koga joined the meeting in-person at 7:15 p.m. during Item No. 2.

3) Approve SVCE's Participation in the California Public Utilities Commission Hourly Flex Pricing Pilots (Action)

Citlalli Sandoval, Senior Regulatory Advisor, and Beth Trenchard, Communications Consultant, provided information relating to the request to approve the California Public Utilities Commission (CPUC) hourly flex pricing pilots, which included the following:

- Hourly Flex Pricing (HFP) pilot for eligible agricultural, residential, and commercial customers is CPUC-designed and is a PG&E administered 3-year pilot.
- Participation would benefit customers, help SVCE and regulators learn more about hourly rate implementation, and supports Load Management Standard (LMS) compliance.
- Approval would allow staff to roll out the HFP pilot and take any contracting/implementation actions needed.
- If SVCE does not participate, then SVCE customers interested in enrolling in the CPUC pilot would need to opt-out of SVCE to participate.

Staff responded to questions from board members regarding PG&E's hourly pricing automation, customer eligibility for HFP pilots and program enrollment, and maximizing customer participation.

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

MOTION: Director Lee moved and Director Mekechuk seconded the motion to approve SVCE's participation in the California Public Utilities Commission hourly flex pricing pilots.

The motion carried by verbal roll call vote with Directors Mohan and Klein absent.

4) Adopt SVCE's Long-term Clean Targets (Action)

Maren Wenzel, Director of Regulatory, Policy and Planning, provided information relating to the request from SVCE staff to adopt SVCE's long-term clean targets and minimum Renewable Portfolio Standard (RPS) as follows:

- 2030-2034: 75% RPS retail sales/100% clean measured annually.
- 2035-2045: 100% RPS retail sales/100% clean measured annually.
- Allow for 10% margin of error on targets to help manage risk. If expected shortfall exceeds 10%, staff would return to the board of directors for additional guidance.
- Define clean energy resources to include RPS-eligible resources and carbon-free large hydroelectricity and nuclear energy.
- Include line losses as applicable.

Additionally, direct staff to return to the Board of Directors by March 2025 with recommendations regarding the following:

- Incorporate and inform the Board of Directors of the expected clean energy position and any expected shortfall;
- Incorporate hourly GHG reductions in assessment and approval of PPAs; and
- Report on clean hourly progress.

Staff responded to questions and comments from board members regarding future solar contracts reduction, clarification relating to the 10% margin of error, offshore wind allocation, and the variability of demand and its impact.

Board members provided supportive comments on the proposed long-term clean targets.

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

MOTION: Director Mekechuk moved and Vice Chair Tyson seconded the motion to adopt Silicon Valley Clean Energy's (SVCE) long-term clean targets.

The motion carried by verbal roll call vote with Directors Mohan and Klein absent.

In response to an inquiry from Director Rennie, Director Mekechuk clarified that the motion for Item No. 4 included staff returning to the Board by March 2025 with recommendations as outlined by staff; the seconder of the motion, Vice Chair Tyson, concurred.

5) Local Agency Action Planning (Informational)

Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy, provided a status update on member agency electrification readiness planning, SVCE's launch of two complimentary programs to provide $4M in technical resources and grants to enable sensible local policies and smoother local permitting of water heaters, and status updates on member agency action plans.

Staff responded to questions and comments from board members regarding required disclosures relating to gas appliances at a property's time of sale.

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

Board Member Announcements and Future Agenda Items

Director Mekechuk commented that he attended the VERGE Conference and toured the SVCE Dream Home.

Director Lee announced that he will attend the 2024 United Nations Climate Change Conference in Azerbaijan.

CEO Padilla announced SVCE will host a holiday mixer event at Cupertino Community Hall at 4:30 p.m. on December 11, 2024.

Adjourn

Chair Walia adjourned the meeting at 8:26 p.m.

ATTEST:

_____
Andrea Pizano, Board Secretary

TREASURER REPORT

Fiscal Year to Date
As of October 31, 2024

(Preliminary & Unaudited)

Issue Date: December 11, 2024

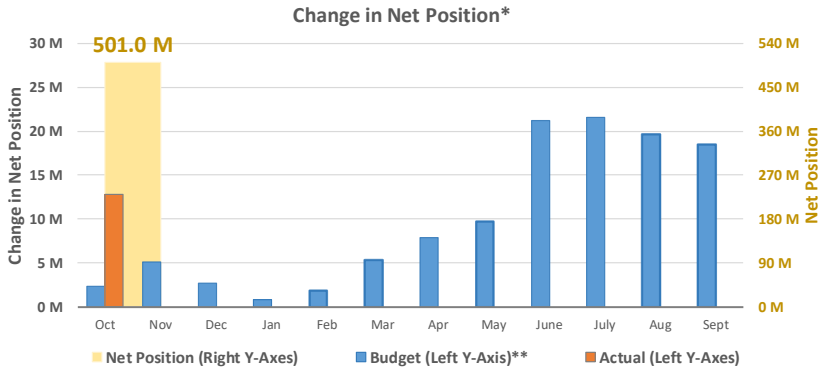
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SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights* ($ in millions)
October 31, 2024

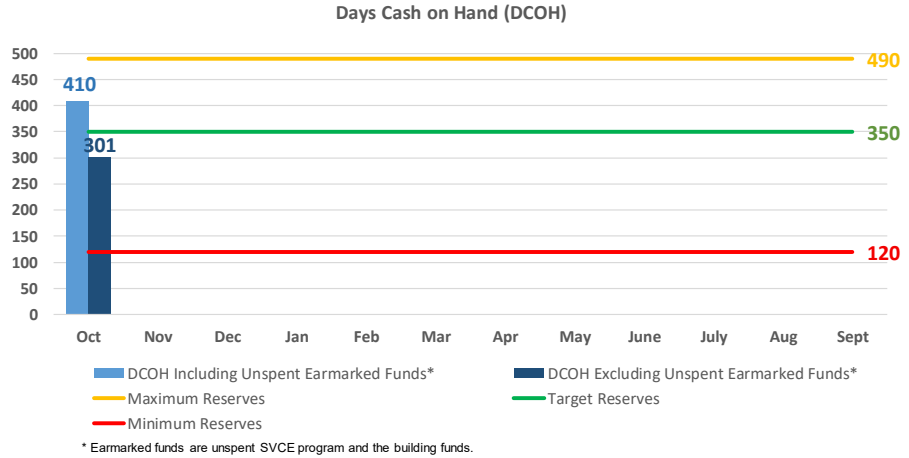
Balance Sheet Highlights:

> SVCE operations resulted in a change in net position of $12.8 million for the month of October and fiscal-year-to-date (FYTD).
> Total Net Position increased further to $501 million.
> SVCE is investing ~96% of available funds, recognizing interest/dividend income of $428.7K for the month of October.



*Does not yet recognize unspent program dollars

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



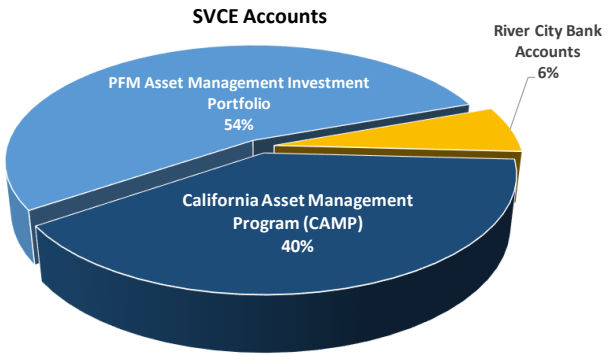
* Earmarked funds are unspent SVCE program and the building funds.

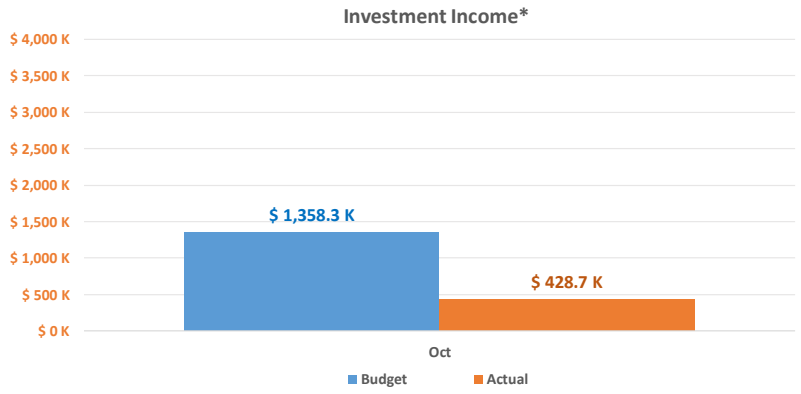
SVCE Yield-bearing Accounts:

Combined Ending Balance*	489.5 M
Total Interest/Div. Earned FYTD	0.4 M
Average Return On Investments**	4.82%

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

** Average annualized Yield for the current month





*** Actual investment income includes unrealized mark-to-market gain or loss of the total investment portfolio.**

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

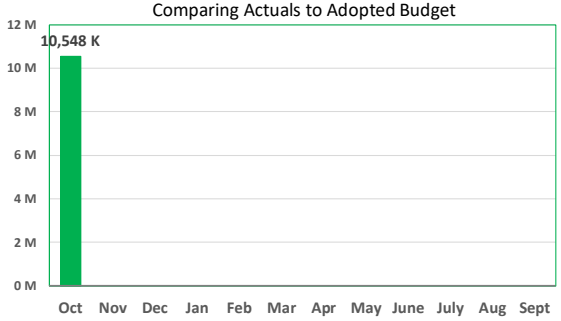
Summary of Actual Results vs. Adopted Budget (includes allocated but unspent program dollars):

- **October 2024 operating margin of $15.2 million (or 34%) is significantly above the adopted budget expectations of $4.6 million (or 12%).**
- **FYTD Power Supply costs are -13% below adopted budget.**
- **Retail GWh sales for October were 7% above the budget estimation.**

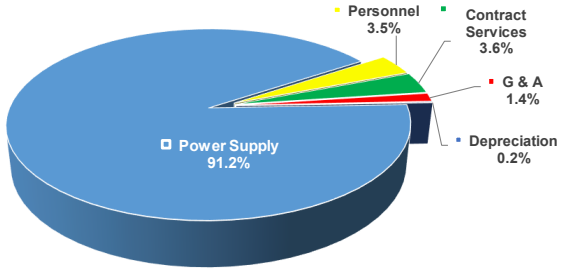
Variance Explanation:

October *- customer demand and revenues exceeded SVCE's forecast, driven by higher-than-average temperatures in October. Additionally, lower power supply costs and reduced operating expenses further improved the net position.*

Net Increase in Available Fund Balance
Comparing Actuals to Adopted Budget

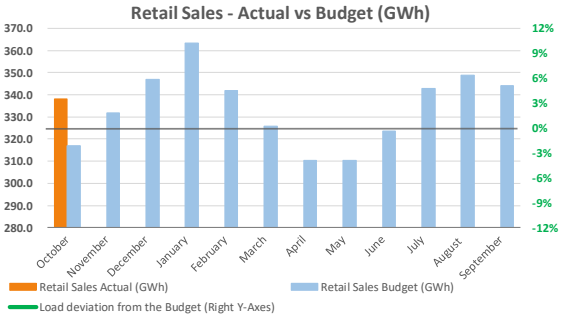


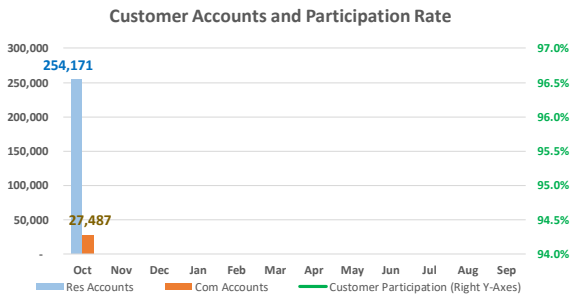
YTD Operating Expenses



$ in millions	October			Fiscal YTD			Main Drivers:
	Actual	Budget	% Dif	Actual	Budget	% Dif	
Revenue	44.9 M	38.7 M	16.1%	44.9 M	38.7 M	16.1%	• *Higher October customer demand*
Power Supply Cost	29.7 M	34.0 M	-12.7%	29.7 M	34.0 M	-12.7%	• *Lower YTD costs is mostly due to gradual decline in energy and attribute prices.*
Operating Margin	15.2 M	4.6 M	228.3%	15.2 M	4.6 M	228.3%	
Operating Expenses (ex Power)	2.2 M	3.0 M	-27.3%	2.2 M	3.0 M	-27.3%	• *Staffing vacancies, underrunning professional services, and lower marketing expenses*
Other Non-Op. Expen. (Income)	18.3 M	17.5 M	4.9%	18.3 M	17.5 M	4.9%	
Net Increase in Available Fund Balance	-5.3 M	-15.9 M	-66.4%	-5.3 M	-15.9 M	-66.4%	• *Reflects budgetary transfers to program and other funds*

Customer Load Statistics:





Total Accounts	**281,658**
Opt-Out Accounts (Month)	**41**
Opt-Out Accounts (FYTD)	**41**
Opt-Up Accounts (Month)	**(7)**
Opt-Up Accounts (FYTD)	**(7)**

Program Funds:

	Beginning Balance	End Balance	YTD Contributions	YTD Expenditures
General Program Fund	$ 79,624,658	$ 93,341,716	$ 14,329,000	$ 611,942
CRCR Fund*	$ 5,437,984	$ 9,828,749	$ 4,411,000	$ 20,235
Electrification Discount Fund	$ 9,159,383	$ 9,159,383	$ -	$ -
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 October 31, 2024

ASSETS		
Current Assets		
Cash & Cash Equivalents*	$	258,336,910
Accounts Receivable, net of allowance		38,397,311
Investments**		65,225,825
Accrued Revenue		22,152,052
Other Receivables		15,360,725
Prepaid Expenses		1,676,409
Deposits		695,202
Total Current Assets		**401,844,434**
Noncurrent assets		
Capital assets, net of depreciation		713,995
Investments**		195,646,868
Deposits		45,130
Total Noncurrent Assets		**196,405,993**
Total Assets		**598,250,427**
LIABILITIES		
Current Liabilities		
Accounts Payable		1,487,271
Accrued Cost of Electricity		54,584,719
Due to broker		12,944,066
Other accrued liabilities		1,040,054
User Taxes and Energy Surcharges due to other gov'ts		1,419,911
Supplier security deposits		375,000
Lease liability		358,912
Total Current Liabilities		**72,209,933**
Noncurrent Liabilities		
Supplier security deposits		25,053,125
Total noncurrent liabilities		**25,053,125**
Total Liabilities		**97,263,058**
NET POSITION		
Net investment in capital assets		355,083
Restricted for security collateral		-
Unrestricted (deficit)		500,632,286
Total Net Position	**$**	**500,987,369**

** May not account for securities acquired towards the end of the month but not yet paid.*
*** May include securities acquired towards the end of the month but not yet paid.*

SILICON VALLEY CLEAN ENERGY AUTHORITY

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

OPERATING REVENUES	
Electricity Sales, Net	$ 42,272,261
GreenPrime electricity premium	216,009
Liquidated damages	2,400,000
TOTAL OPERATING REVENUES	**44,888,270**
OPERATING EXPENSES	
Cost of Electricity	29,690,455
Contract services	1,177,421
Staff compensation and benefits	1,153,708
Other operating expenses	462,895
Depreciation	53,537
TOTAL OPERATING EXPENSES	**32,538,016**
OPERATING INCOME(LOSS)	**12,350,254**
NONOPERATING REVENUES (EXPENSES)	
Interest Income	428,694
Financing costs	(701)
TOTAL NONOPERATING REVENUES (EXPENSES)	**427,993**
CHANGE IN NET POSITION	12,778,247
Net Position at beginning of period	488,209,122
Net Position at end of period	**$ 500,987,369**

SILICON VALLEY CLEAN ENERGY AUTHORITY

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

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 55,394,560
Receipts of liquidated damages	2,400,000
Receipts of security deposits	9,767,100
Payments to suppliers for electricity	(35,567,016)
Payments for other goods and services	(2,639,856)
Payments for staff compensation and benefits	(1,417,469)
Tax and surcharge payments to other governments	(1,074,136)
Net cash provided (used) by operating activities	**26,863,183**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments of lease liability	(44,530)
Acquisition of capital assets	(6,361)
Net cash provided (used) by capital and related financing activities	**(50,891)**
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of investments	(45,087,566)
Proceeds from investment sales	12,849,344
Investment income received	2,288,968
Net cash provided (used) by investing activities	**(29,949,254)**
Net change in cash and cash equivalents	(3,136,962)
Cash and cash equivalents at beginning of year	261,473,872
Cash and cash equivalents at end of period	**$ 258,336,910**
Reconciliation to the Statement of Net Position	
Cash and cash equivalents (unrestricted)	$ 258,336,910
Restricted cash	$ -
Cash and cash equivalents	**$ 258,336,910**
NONCASH INVESTING ACTIVITIES	
Unrealized appreciation (depreciation) and timing differences in investment income	$ (1,860,274)

SILICON VALLEY CLEAN ENERGY AUTHORITY

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

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

Operating Income (loss)	$	12,350,254
Adjustments to reconcile operating income to net cash provided (used) by operating activities		
Depreciation expense		53,537
(Increase) decrease in accounts receivable		4,664,135
(Increase) decrease in other receivables		1,018,210
(Increase) decrease in accrued revenue		7,427,433
(Increase) decrease in prepaid expenses		(833,274)
(Increase) decrease in current deposits		17,100
Increase (decrease) in accounts payable		(282,794)
Increase (decrease) in accrued cost of electricity		(6,836,985)
Increase (decrease) in accrued liabilities		(205,019)
Increase (decrease) in taxes and surcharges due to other governments		(259,414)
Increase (decrease) in supplier security deposits		9,750,000
Net cash provided (used) by operating activities	**$**	**26,863,183**

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

	FYTD	FYTD	Variance		FY 2024-25	FY 2024-25
OPERATING REVENUES	**Actual**	**Budget**	**$**	**%**	**Budget**	**Remaining Budget**
Energy Sales	$42,272,261	$38,477,069	$3,795,192	10%	$438,837,000	$396,564,739
Green Prime Premium	216,009	173,481	$42,528	25%	2,213,000	1,996,991
Other Income	2,400,000		2,400,000			(2,400,000)
TOTAL OPERATING REVENUES	**44,888,270**	**38,650,550**	**6,237,720**	**16.1%**	**441,050,000**	**396,161,730**
ENERGY EXPENSES						
Power Supply	29,690,455	34,021,772	(4,331,317)	-13%	387,145,000	357,454,545
Operating Margin	**15,197,815**	**4,628,778**	**10,569,037**	**228%**	**53,905,000**	**38,707,185**
OPERATING EXPENSES						
Data Management	270,465	311,141	(40,676)	-13%	3,734,000	3,463,535
PG&E Fees	100,000	126,368	(26,368)	-21%	1,516,000	1,416,000
Salaries & Benefits	1,153,708	1,449,036	(295,328)	-20%	17,388,000	16,234,292
Professional Services	313,774	780,798	(467,024)	-60%	9,370,000	9,056,226
Marketing & Promotions	96,685	134,750	(38,065)	-28%	1,617,000	1,520,315
General & Administrative	271,745	234,015	37,730	16%	2,808,000	2,536,255
TOTAL OPERATING EXPENSES	**2,206,377**	**3,036,108**	**(829,731)**	**-27%**	**36,433,000**	**34,226,623**
OPERATING INCOME/(LOSS)	**12,991,438**	**1,592,670**	**11,398,768**	**716%**	**17,472,000**	**4,480,562**
NON-OPERATING REVENUES						
Investment Income	428,694	1,358,250	(929,556)	-68%	16,299,000	15,870,306
TOTAL NON-OPERATING REVENUES	**428,694**	**1,358,250**	**(929,556)**	**-68%**	**16,299,000**	**15,870,306**
NON-OPERATING EXPENSES						
Financing	-	1,992	(1,992)	-100%	24,000	24,000
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	6,361	83,500	(77,139)	-92%	1,002,000	995,639
Transfer to Programs Fund	8,821,000	8,821,000	-	0%	8,821,000	-
Nuclear Allocation	3,708,000	3,708,000	-	0%	3,708,000	-
Transfer to Hanford Emissions Mitigation Fund	1,800,000	1,800,000			1,800,000	
Transfer to CRCR Fund	4,411,000	4,411,000	-	0%	4,411,000	-
Transfer from Electrification Discount Fund	-	-	-	n/a	-	-
Transfer from CRCR Fund - customer bill relief	-	-	-	n/a	-	-
TOTAL OTHER USES	**18,746,361**	**18,823,500**	**(77,139)**	**0%**	**19,742,000**	**995,639**
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	**$ (5,326,229)**	**$ (15,874,572)**	**$ 10,548,343**	**-66%**	**$14,005,000**	

SILICON VALLEY CLEAN ENERGY AUTHORITY
GENERAL PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2024 through October 31, 2024

REVENUE & OTHER SOURCES:	BUDGET	ACTUAL	BUDGET REMAINING	ACTUAL/ BUDGET
Transfers in - General Programs	$ 8,821,000	$ 8,821,000	$ -	100.0%
Transfers in - Nuclear Allocation	$ 3,708,000	$ 3,708,000		
Transfer in - Hanford Emissions Mitigation Fund	$ 1,800,000	$ 1,800,000	$ -	100.0%
Total	$ 14,329,000	$ 14,329,000	$ -	
EXPENDITURES & OTHER USES:				
Program expenditures	17,522,064	611,942	16,910,122	3.5%
Net increase (decrease) in fund balance	**$ (3,193,064)**	**$13,717,058**		
Fund balance at beginning of period		79,624,658		
Fund balance at end of period		$93,341,716		

CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE*
October 1, 2024 through October 31, 2024

REVENUE & OTHER SOURCES:	BUDGET	ACTUAL	BUDGET REMAINING	ACTUAL/ BUDGET
Transfer from Operating Fund	$ 4,411,000	$ 4,411,000	$ -	100.0%
EXPENDITURES & OTHER USES:				
Customer bill relief credit	4,411,000	-	4,411,000	0.0%
Other program expenditures	825,000	20,235	804,765	2.5%
Total Program expenditures	5,236,000	20,235	5,215,765	
Net increase (decrease) in fund balance	**$ (825,000)**	**4,390,765**		
Fund balance at beginning of period		5,437,984		
Fund balance at end of period		$9,828,749		

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

REVENUE & OTHER SOURCES:	**BUDGET**	**ACTUAL**	**BUDGET REMAINING**	**ACTUAL/ BUDGET**
Transfer from Operating Fund	$ -	$ -	$ -	n/a
EXPENDITURES & OTHER USES:				
Program expenditures	850,000	-	850,000	0.0%
Net increase (decrease) in fund balance	**$ (850,000)**	**0**		
Fund balance at beginning of period		9,159,383		
Fund balance at end of period		$9,159,383		

BUILDING FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2024 through October 31, 2024

REVENUE & OTHER SOURCES:	**BUDGET**	**ACTUAL**	**BUDGET REMAINING**	**ACTUAL/ 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, 2024 through October 31, 2024

Net Increase (decrease) in available fund balance per budgetary comparison schedule	$	(5,326,229)
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position		
Subtract depreciation expense		(53,537)
Subract program expense not in operating budget		(632,177)
Add back GASB 87 expenses not in operating budget		43,829
Add back transfer to Program fund		18,740,000
Add back capital asset acquisition		6,361
Change in Net Position		**12,778,247**

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2024 through October 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	YTD
OPERATING REVENUES													
Electricity sales, net	$ 42,272,261	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 42,272,261
Green electricity premium	$ 216,009	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	216,009
Liquidated damages	$ 2,400,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2,400,000
Other Income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Total operating revenues	44,888,270	-	-	-	-	-	-	-	-	-	-	-	44,888,270
OPERATING EXPENSES													
Cost of electricity	29,690,455	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	29,690,455
Staff compensation and benefits	1,153,708	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	1,153,708
Data manager	270,465	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	270,465
Service fees - PG&E	100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	100,000
Consultants and other professional fees	806,956	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	806,956
Other operating expenses	462,895	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	462,895
Depreciation	53,537	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	53,537
Total operating expenses	32,538,016	-	-	-	-	-	-	-	-	-	-	-	32,538,016
Operating income (loss)	12,350,254	-	-	-	-	-	-	-	-	-	-	-	12,350,254
NONOPERATING REVENUES (EXPENSES)													
Grant income	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Interest income	428,694	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	428,694
Financing costs	(701)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	(701)
Total nonoperating revenues (expenses)	427,993	-	-	-	-	-	-	-	-	-	-	-	427,993
CHANGE IN NET POSITION	**$ 12,778,247**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12,778,247**

SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2024 through October 31, 2024

Ending Balance of SVCE Accounts:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 33,363,756	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
California Asset Management Program (CAMP)	$ 206,767,899	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PFM Asset Management Investment Portfolio	$ 281,807,003	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Ending Balance	**$ 521,938,658**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Return On Investments:

Annual % Yield	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	4.58%											
California Asset Management Program (CAMP)	5.03%											
PFM Asset Management Investment Portfolio	4.69%											
Average Return On Investments:	**4.82%**											

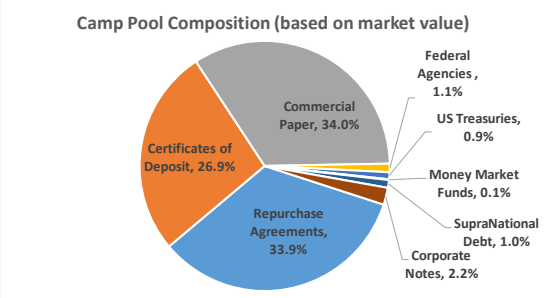
Interest Earned	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	$ 14,385	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
California Asset Management Program (CAMP)	$ 908,552	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PFM Asset Management Investment Portfolio *	$ (508,758)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Interest and Investment Gains	**$ 414,179**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

* Includes change in current market value and accrued interest.

CAMP Portfolio Statistics

As of October 31, 2024

Beginning of the Month Market Value	$ 231,859,347
Ending of The Month Market Value	$ 206,767,899
Yield at Market	5.03%
Weighted Average Maturity (days)	36

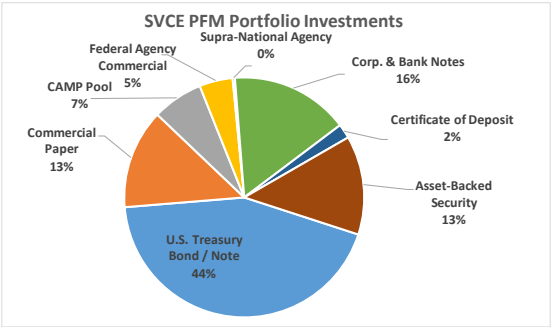


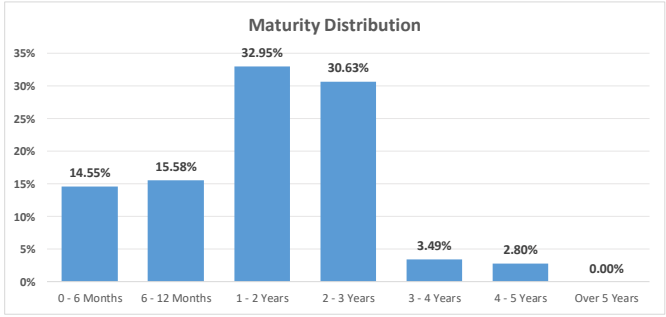
PFM Portfolio Statistics

As of October 31, 2024

Portfolio Par Value	$ 281,455,213
Portfolio Market Value (icl. Accrued Interest)	$ 281,807,003
Yield at Cost	4.69%
Yield at Market	4.45%
Benchmark Yield*	4.22%
Portfolio Effective Duration (years)	1.40
Weighted Average Maturity (days)	652

*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	September	YTD
Retail Sales Actual (GWh)	**338.0**												**338**
Retail Sales Budget (GWh)	**316.8**	**331.8**	**346.9**	**363.3**	**341.8**	**326.0**	**310.5**	**310.3**	**323.6**	**342.9**	**348.8**	**344.1**	**317**
Load deviation from the Budget	*6.7%*												*6.7%*
Customer Participation Rate Res	96.1%												
Customer Participation Rate Com	96.5%												
Total Accounts	281,658												**281,658**
Opt-Out Accounts	41												**41**
Opt-Up Accounts	-7												**-7**

Age Summary (as of 11/1/2024)

<30 days	$35,091,324
<60 days	$1,841,536
<90 days	$802,028
<120 days	$502,324
Older	$3,385,744

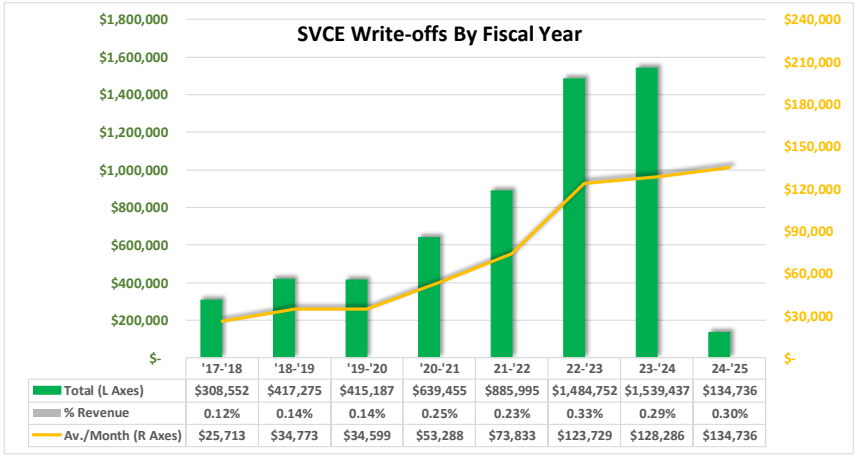
Accounts Receivable Days
34 Days
$41,622,957
TOTAL DUE

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	$6.5 M

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



Bad Debt % (*Budget*)
0.75%

Bad Debt % (Actual)
October 2024 FYTD
0.30%

Silicon Valley Clean Energy **October 31, 2024**

Certificate of Compliance

During the reporting period for the month ended October 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, a division of U.S. Bancorp Asset Management, Inc.*

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

Managed Account Security Transactions & Interest

For the Month Ending **October 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										
10/01/24	10/04/24	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	2,000,000.00	(1,991,875.00)	(3,542.82)	(1,995,417.82)			
10/01/24	10/04/24	ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	325,000.00	(324,580.75)	0.00	(324,580.75)			
10/07/24	10/10/24	TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89236TMS1	695,000.00	(694,728.95)	0.00	(694,728.95)			
10/08/24	10/16/24	GMCAR 2024-4 A2A DTD 10/16/2024 4.530% 10/18/2027	38014AAB7	655,000.00	(654,972.69)	0.00	(654,972.69)			
10/08/24	10/16/24	HART 2024-C A2A DTD 10/16/2024 4.530% 09/15/2027	448976AB6	885,000.00	(884,946.28)	0.00	(884,946.28)			
10/09/24	10/10/24	BOFA SECURITIES INC DTD 10/07/2024 0.000% 07/03/2025	06054NU33	4,000,000.00	(3,869,068.90)	0.00	(3,869,068.90)			
10/10/24	10/17/24	TAOT 2024-D A2A DTD 10/17/2024 4.550% 08/16/2027	89239TAB8	610,000.00	(609,960.29)	0.00	(609,960.29)			
10/16/24	10/18/24	MORGAN STANLEY BANK NA (CALLABLE) DTD 10/18/2024 4.447% 10/15/2027	61690U8G8	455,000.00	(455,000.00)	0.00	(455,000.00)			
10/16/24	10/23/24	NAROT 2024-B A2A DTD 10/23/2024 4.510% 06/15/2027	65479WAB0	1,055,000.00	(1,054,915.81)	0.00	(1,054,915.81)			
10/16/24	10/24/24	HAROT 2024-4 A2 DTD 10/24/2024 4.560% 03/15/2027	43816DAB1	1,570,000.00	(1,569,892.93)	0.00	(1,569,892.93)			
10/17/24	10/22/24	STATE STREET CORP (CALLABLE) DTD 10/22/2024 4.330% 10/22/2027	857477CP6	750,000.00	(750,000.00)	0.00	(750,000.00)			
10/17/24	10/24/24	WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5	655,000.00	(654,902.67)	0.00	(654,902.67)			
10/25/24	10/28/24	NATIXIS NY BRANCH DTD 07/18/2024 0.000% 02/24/2025	63873JPQ7	2,500,000.00	(2,461,986.11)	0.00	(2,461,986.11)			
10/25/24	10/28/24	US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLQ2	5,000,000.00	(4,982,031.25)	(6,919.64)	(4,988,950.89)			
10/25/24	10/28/24	BARCLAYS CAPITAL INC DTD 10/25/2024 0.000% 04/30/2025	06743URW4	2,500,000.00	(2,441,477.78)	0.00	(2,441,477.78)			
10/25/24	10/28/24	US TREASURY N/B DTD 02/28/2022 1.875% 02/28/2027	91282CEC1	5,000,000.00	(4,761,523.44)	(15,020.72)	(4,776,544.16)			

Managed Account Security Transactions & Interest

For the Month Ending **October 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										
10/25/24	10/28/24	US TREASURY N/B DTD 09/30/2024 3.500% 09/30/2026	91282CLP4	7,000,000.00	(6,927,265.63)	(18,846.15)	(6,946,111.78)			
10/28/24	10/29/24	US TREASURY N/B DTD 01/31/2024 4.250% 01/31/2026	91282CJV4	10,000,000.00	(9,998,437.50)	(103,940.22)	(10,102,377.72)			
10/30/24	**11/04/24**	**FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027**	**3137F64P9**	**2,400,000.00**	**(2,215,781.25)**	**(267.20)**	**(2,216,048.45)**			
10/31/24	**11/04/24**	**US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2026**	**91282CLS8**	**7,500,000.00**	**(7,488,281.25)**	**(3,418.51)**	**(7,491,699.76)**			
10/31/24	**11/04/24**	**US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027**	**91282CLQ2**	**2,500,000.00**	**(2,479,003.91)**	**(5,322.80)**	**(2,484,326.71)**			
Transaction Type Sub-Total				**58,055,000.00**	**(57,270,632.39)**	**(157,278.06)**	**(57,427,910.45)**			
INTEREST										
10/01/24	10/25/24	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82		0.00	6,359.79	6,359.79			
10/01/24	10/25/24	FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BRQJ7		0.00	2,516.46	2,516.46			
10/01/24	10/25/24	FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5		0.00	2,516.25	2,516.25			
10/01/24	10/25/24	FHMS K059 A2 DTD 11/01/2016 3.120% 09/01/2026	3137BSRE5		0.00	1,820.00	1,820.00			
10/01/24	10/25/24	FHMS K058 A1 DTD 11/01/2016 2.340% 07/01/2026	3137BSP64		0.00	729.46	729.46			
10/01/24	10/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79		0.00	1,984.88	1,984.88			
10/01/24	10/25/24	FHMS K733 A2 DTD 11/01/2018 3.750% 08/01/2025	3137FJXQ7		0.00	1,669.62	1,669.62			
10/01/24	10/25/24	FHMS K737 A2 DTD 01/01/2020 2.525% 10/01/2026	3137FQXJ7		0.00	2,209.37	2,209.37			
10/01/24	10/25/24	FNA 2015-M11 A2 DTD 07/01/2015 2.848% 04/01/2025	3136APSZ6		0.00	1,524.82	1,524.82			

Managed Account Security Transactions & Interest

For the Month Ending **October 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										
10/01/24	10/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4		0.00	1,426.25	1,426.25			
10/01/24	10/25/24	FHMS K065 A1 DTD 07/01/2017 2.864% 10/01/2026	3137F1G36		0.00	1,403.66	1,403.66			
10/01/24	10/25/24	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3		0.00	2,297.83	2,297.83			
10/02/24	10/02/24	BMW US CAPITAL LLC DTD 04/02/2024 5.050% 04/02/2026	05565ECG8		0.00	8,837.50	8,837.50			
10/02/24	10/02/24	BANK OF NOVA SCOTIA HOUS DTD 10/04/2023 5.960% 10/02/2024	06417M4M4		0.00	120,524.44	120,524.44			
10/03/24	10/03/24	AMERICAN HONDA FINANCE DTD 10/04/2023 5.800% 10/03/2025	02665WEQ0		0.00	13,050.00	13,050.00			
10/04/24	10/04/24	HSBC BANK USA NA DTD 10/10/2023 6.000% 10/04/2024	40435RSC6		0.00	105,000.00	105,000.00			
10/04/24	10/04/24	ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9		0.00	8,487.50	8,487.50			
10/15/24	10/15/24	BACCT 2024-A1 A DTD 06/13/2024 4.930% 05/15/2029	05522RDJ4		0.00	4,231.58	4,231.58			
10/15/24	10/15/24	TAOT 2024-B A2A DTD 04/30/2024 5.410% 03/15/2027	89237NAB3		0.00	2,772.62	2,772.62			
10/15/24	10/15/24	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6		0.00	557.29	557.29			
10/15/24	10/15/24	BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8		0.00	1,473.25	1,473.25			
10/15/24	10/15/24	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2		0.00	2,275.00	2,275.00			
10/15/24	10/15/24	WOART 2024-A A2A DTD 02/14/2024 5.050% 04/15/2027	98164RAB2		0.00	1,313.45	1,313.45			
10/15/24	10/15/24	KCOT 2024-1A A2 DTD 02/21/2024 5.390% 01/15/2027	50117BAB6		0.00	3,728.08	3,728.08			
10/15/24	10/15/24	ALLYA 2024-1 A3 DTD 03/13/2024 5.080% 12/15/2028	02008FAC8		0.00	1,629.83	1,629.83			
10/15/24	10/15/24	TAOT 2024-A A3 DTD 01/30/2024 4.830% 10/16/2028	89238DAD0		0.00	1,348.38	1,348.38			

Managed Account Security Transactions & Interest

For the Month Ending **October 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										
10/15/24	10/15/24	HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9		0.00	4,433.46	4,433.46			
10/15/24	10/15/24	NAROT 2023-B A2A DTD 10/25/2023 5.950% 05/15/2026	65480MAB9		0.00	3,367.45	3,367.45			
10/15/24	10/15/24	WOART 2024-B A2A DTD 05/22/2024 5.480% 09/15/2027	98164HAB4		0.00	1,940.83	1,940.83			
10/15/24	10/15/24	HAROT 2024-1 A2 DTD 02/21/2024 5.360% 09/15/2026	437918AB1		0.00	4,804.75	4,804.75			
10/15/24	10/15/24	KCOT 2024-2A A2 DTD 06/25/2024 5.450% 04/15/2027	50117DAB2		0.00	1,362.50	1,362.50			
10/15/24	10/15/24	FORDO 2024-B A2A DTD 06/24/2024 5.400% 04/15/2027	34531QAB5		0.00	7,425.00	7,425.00			
10/15/24	10/15/24	FORDO 2024-A A2A DTD 03/19/2024 5.320% 01/15/2027	34535EAB8		0.00	1,817.67	1,817.67			
10/15/24	10/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3		0.00	2,383.53	2,383.53			
10/15/24	10/15/24	FORDO 2023-C A3 DTD 11/21/2023 5.530% 09/15/2028	344940AD3		0.00	1,566.83	1,566.83			
10/15/24	10/15/24	UNITEDHEALTH GROUP INC (CALLABLE) DTD 03/21/2024 4.600% 04/15/2027	91324PEY4		0.00	19,550.00	19,550.00			
10/15/24	10/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4		0.00	3,461.50	3,461.50			
10/15/24	10/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5		0.00	1,141.60	1,141.60			
10/15/24	10/15/24	HART 2024-B A2A DTD 07/24/2024 5.150% 06/15/2027	44934QAB7		0.00	2,403.33	2,403.33			
10/15/24	10/15/24	AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2		0.00	3,116.21	3,116.21			
10/15/24	10/15/24	BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1		0.00	4,018.00	4,018.00			
10/15/24	10/15/24	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4		0.00	1,108.00	1,108.00			

Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

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

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST										
10/15/24	10/15/24	US TREASURY N/B DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9		0.00	22,500.00	22,500.00			
10/15/24	10/15/24	MBART 2023-2 A2 DTD 10/25/2023 5.920% 11/16/2026	58769FAB1		0.00	961.59	961.59			
10/15/24	10/15/24	WOART 2024-C A2A DTD 08/20/2024 4.780% 01/18/2028	98164NAB1		0.00	4,102.83	4,102.83			
10/15/24	10/15/24	WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3		0.00	3,807.92	3,807.92			
10/15/24	10/15/24	COPAR 2023-2 A2A DTD 10/11/2023 5.910% 10/15/2026	14044EAB4		0.00	3,257.16	3,257.16			
10/15/24	10/15/24	AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1		0.00	3,595.62	3,595.62			
10/15/24	10/15/24	HART 2023-C A2A DTD 11/13/2023 5.800% 01/15/2027	44918CAB8		0.00	2,203.04	2,203.04			
10/15/24	10/15/24	NAROT 2024-A A2A DTD 05/22/2024 5.470% 12/15/2026	65479UAB4		0.00	3,008.50	3,008.50			
10/15/24	10/15/24	US TREASURY N/B DTD 10/16/2023 4.625% 10/15/2026	91282CJC6		0.00	69,375.00	69,375.00			
10/15/24	10/15/24	DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9		0.00	4,669.17	4,669.17			
10/15/24	10/15/24	FORDO 2024-C A2A DTD 09/20/2024 4.320% 08/15/2027	34532UAB5		0.00	1,935.00	1,935.00			
10/15/24	10/15/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9		0.00	2,664.17	2,664.17			
10/15/24	10/15/24	USAOT 2024-A A2 DTD 07/30/2024 5.250% 03/15/2027	90327VAB4		0.00	4,987.50	4,987.50			
10/15/24	10/15/24	WOART 2023-D A2A DTD 11/08/2023 5.910% 02/16/2027	98164DAB3		0.00	1,187.39	1,187.39			
10/15/24	10/15/24	TAOT 2024-C A2A DTD 07/30/2024 5.160% 05/17/2027	89237QAB6		0.00	1,440.50	1,440.50			
10/15/24	10/15/24	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2		0.00	1,366.20	1,366.20			
10/15/24	10/15/24	COMCAST CORP (CALLABLE) DTD 10/05/2018 3.950% 10/15/2025	20030NCS8		0.00	7,900.00	7,900.00			

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For the Month Ending **October 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										
10/16/24	10/16/24	GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2		0.00	2,263.83	2,263.83			
10/16/24	10/16/24	CATERPILLAR FINL SERVICE DTD 08/16/2024 4.450% 10/16/2026	14913UAN0		0.00	2,187.92	2,187.92			
10/16/24	10/16/24	GMCAR 2024-3 A2A DTD 07/10/2024 5.350% 06/16/2027	38013KAB6		0.00	3,165.42	3,165.42			
10/16/24	10/16/24	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7		0.00	444.58	444.58			
10/16/24	10/16/24	GMCAR 2024-2 A2A DTD 04/10/2024 5.330% 03/16/2027	379931AB4		0.00	1,177.04	1,177.04			
10/20/24	10/20/24	VALET 2023-2 A2A DTD 11/21/2023 5.720% 03/22/2027	92867YAB0		0.00	1,825.40	1,825.40			
10/21/24	10/21/24	HAROT 2024-3 A2 DTD 08/21/2024 4.890% 02/22/2027	43813YAB8		0.00	3,341.50	3,341.50			
10/21/24	10/21/24	CITIGROUP INC (CALLABLE) DTD 10/21/2016 3.200% 10/21/2026	172967KY6		0.00	12,000.00	12,000.00			
10/21/24	10/21/24	BANK OF AMERICA CORP (CALLABLE) DTD 10/21/2016 3.248% 10/21/2027	06051GGA1		0.00	28,420.00	28,420.00			
10/21/24	10/21/24	HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5		0.00	921.38	921.38			
10/22/24	10/22/24	PFAST 2023-2A A2A DTD 11/10/2023 5.880% 11/23/2026	732916AB7		0.00	2,237.76	2,237.76			
10/22/24	10/22/24	WELLS FARGO & COMPANY DTD 04/22/2016 3.000% 04/22/2026	949746RW3		0.00	6,000.00	6,000.00			
10/22/24	10/22/24	JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0		0.00	6,706.50	6,706.50			
10/22/24	10/22/24	JPMORGAN CHASE & CO (CALLABLE) DTD 10/23/2023 6.070% 10/22/2027	46647PDW3		0.00	9,105.00	9,105.00			
10/24/24	10/24/24	BANK OF NY MELLON CORP (CALLABLE) DTD 04/24/2020 1.600% 04/24/2025	06406RAN7		0.00	6,800.00	6,800.00			
10/25/24	10/25/24	CHAOT 2024-1A A2 DTD 03/27/2024 5.480% 04/26/2027	16144BAB4		0.00	778.65	778.65			

Managed Account Security Transactions & Interest

For the Month Ending **October 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										
10/25/24	10/25/24	CHAOT 2024-3A A2 DTD 06/27/2024 5.530% 09/27/2027	16144LAB2		0.00	3,732.75	3,732.75			
10/25/24	10/25/24	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7		0.00	3,086.42	3,086.42			
10/25/24	10/25/24	CHAOT 2024-5A A2 DTD 09/24/2024 4.400% 11/26/2027	16144QAB1		0.00	1,136.67	1,136.67			
10/25/24	10/25/24	CHAOT 2024-4A A2 DTD 07/30/2024 5.250% 09/27/2027	16144YAB4		0.00	2,275.00	2,275.00			
10/25/24	10/25/24	CHAOT 2024-2A A2 DTD 04/25/2024 5.660% 05/26/2027	16144CAB2		0.00	3,080.14	3,080.14			
10/30/24	10/30/24	CITIBANK NA (CALLABLE) DTD 04/30/2024 5.438% 04/30/2026	17325FBF4		0.00	7,885.10	7,885.10			
10/31/24	10/31/24	US TREASURY N/B DTD 04/30/2024 4.875% 04/30/2026	91282CKK6		0.00	73,125.00	73,125.00			
Transaction Type Sub-Total					**0.00**	**686,245.62**	**686,245.62**			
MATURITY										
10/02/24	10/02/24	BANK OF NOVA SCOTIA HOUS DTD 10/04/2023 5.960% 10/02/2024	06417M4M4	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00	
10/04/24	10/04/24	HSBC BANK USA NA DTD 10/10/2023 6.000% 10/04/2024	40435RSC6	1,750,000.00	1,750,000.00	0.00	1,750,000.00	0.00	0.00	
10/08/24	10/08/24	MUFG BANK LTD/NY DTD 01/12/2024 0.000% 10/08/2024	62479LK87	2,250,000.00	2,250,000.00	0.00	2,250,000.00	84,621.25	0.00	
10/15/24	10/15/24	ING US FUNDING LLC DTD 06/12/2024 0.000% 10/15/2024	45685QKF5	3,000,000.00	3,000,000.00	0.00	3,000,000.00	48,686.67	0.00	
10/16/24	10/16/24	CISCO SYSTEMS INC DTD 06/20/2024 0.000% 10/16/2024	17277AKG1	3,250,000.00	3,250,000.00	0.00	3,250,000.00	56,672.78	0.00	
Transaction Type Sub-Total				**12,250,000.00**	**12,250,000.00**	**0.00**	**12,250,000.00**	**189,980.70**	**0.00**	
PAYDOWNS										
10/01/24	10/25/24	FHMS K058 A1 DTD 11/01/2016 2.340% 07/01/2026	3137BSP64	14,272.85	14,272.85	0.00	14,272.85	731.49	458.23	



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For the Month Ending **October 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										
10/01/24	10/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	1,270.89	1,270.89	0.00	1,270.89	61.46	56.62	
10/01/24	10/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	459.84	459.84	0.00	459.84	33.18	21.62	
10/01/24	10/25/24	FNA 2015-M11 A2 DTD 07/01/2015 2.848% 04/01/2025	3136APSZ6	67,572.14	67,572.14	0.00	67,572.14	2,642.18	1,038.85	
10/01/24	10/25/24	FHMS K065 A1 DTD 07/01/2017 2.864% 10/01/2026	3137F1G36	23,286.59	23,286.59	0.00	23,286.59	1,005.14	710.06	
10/01/24	10/25/24	FHMS K733 A2 DTD 11/01/2018 3.750% 08/01/2025	3137FJXQ7	259.57	259.57	0.00	259.57	8.54	4.16	
10/15/24	10/15/24	NAROT 2023-B A2A DTD 10/25/2023 5.950% 05/15/2026	65480MAB9	80,125.30	80,125.30	0.00	80,125.30	1.18	0.72	
10/15/24	10/15/24	MBART 2023-2 A2 DTD 10/25/2023 5.920% 11/16/2026	58769FAB1	22,174.99	22,174.99	0.00	22,174.99	1.00	0.70	
10/15/24	10/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	33,212.42	33,212.42	0.00	33,212.42	255.58	187.43	
10/15/24	10/15/24	HART 2023-C A2A DTD 11/13/2023 5.800% 01/15/2027	44918CAB8	40,555.05	40,555.05	0.00	40,555.05	1.90	1.36	
10/15/24	10/15/24	WOART 2024-A A2A DTD 02/14/2024 5.050% 04/15/2027	98164RAB2	27,881.36	27,881.36	0.00	27,881.36	2.18	1.70	
10/15/24	10/15/24	FORDO 2024-A A2A DTD 03/19/2024 5.320% 01/15/2027	34535EAB8	22,505.53	22,505.53	0.00	22,505.53	0.79	0.62	
10/15/24	10/15/24	WOART 2024-B A2A DTD 05/22/2024 5.480% 09/15/2027	98164HAB4	1,140.84	1,140.84	0.00	1,140.84	0.11	0.10	
10/15/24	10/15/24	TAOT 2024-B A2A DTD 04/30/2024 5.410% 03/15/2027	89237NAB3	9,910.52	9,910.52	0.00	9,910.52	0.71	0.61	
10/15/24	10/15/24	COPAR 2023-2 A2A DTD 10/11/2023 5.910% 10/15/2026	14044EAB4	69,149.73	69,149.73	0.00	69,149.73	6.11	4.17	
10/15/24	10/15/24	HAROT 2024-1 A2 DTD 02/21/2024 5.360% 09/15/2026	437918AB1	96,878.99	96,878.99	0.00	96,878.99	8.94	6.69	
10/15/24	10/15/24	WOART 2023-D A2A DTD 11/08/2023 5.910% 02/16/2027	98164DAB3	23,702.90	23,702.90	0.00	23,702.90	2.00	1.45	
10/15/24	10/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	31,228.24	31,228.24	0.00	31,228.24	811.20	547.09	

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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										
10/16/24	10/16/24	GMCAR 2024-2 A2A DTD 04/10/2024 5.330% 03/16/2027	379931AB4	19,546.35	19,546.35	0.00	19,546.35	1.29	1.06	
10/20/24	10/20/24	VALET 2023-2 A2A DTD 11/21/2023 5.720% 03/22/2027	92867YAB0	30,183.02	30,183.02	0.00	30,183.02	1.76	1.29	
10/22/24	10/22/24	PFAST 2023-2A A2A DTD 11/10/2023 5.880% 11/23/2026	732916AB7	81,188.68	81,188.68	0.00	81,188.68	2.49	1.75	
10/25/24	10/25/24	CHAOT 2024-2A A2 DTD 04/25/2024 5.660% 05/26/2027	16144CAB2	53,910.45	53,910.45	0.00	53,910.45	1.94	1.94	
10/25/24	10/25/24	CHAOT 2024-1A A2 DTD 03/27/2024 5.480% 04/26/2027	16144BAB4	15,273.28	15,273.28	0.00	15,273.28	1.29	1.04	
Transaction Type Sub-Total				**765,689.53**	**765,689.53**	**0.00**	**765,689.53**	**5,582.46**	**3,049.26**	
SELL										
10/10/24	10/10/24	US TREASURY N/B DTD 05/31/2023 4.250% 05/31/2025	91282CHD6	600,000.00	599,343.75	9,196.72	608,540.47	8,015.62	2,491.02	FIFO
Transaction Type Sub-Total				**600,000.00**	**599,343.75**	**9,196.72**	**608,540.47**	**8,015.62**	**2,491.02**	
Managed Account Sub-Total					**(43,655,599.11)**	**538,164.28**	**(43,117,434.83)**	**203,578.78**	**5,540.28**	
Total Security Transactions					**($43,655,599.11)**	**$538,164.28**	**($43,117,434.83)**	**$203,578.78**	**$5,540.28**	

Bolded items are forward settling trades.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1c

Item 1c:	**Approve Cancellation of July 8, 2025 Board of Directors Meeting and Receive 2025 Board of Directors Regular Meeting Schedule**
From:	Monica Padilla, CEO
Prepared by:	Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	12/11/2024

RECOMMENDATION

Staff recommends that the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) approve the cancellation of the regularly scheduled July 8, 2025 Board meeting and receive the 2025 Board regular meeting schedule.

BACKGROUND

Since 2018, the Board approved a one-month summer hiatus from meetings; in 2018 it was August, and, based on feedback from the Board that a July recess would be preferable, it has been July since 2019.

ANALYSIS & DISCUSSION

Given the positive feedback received for a summer recess, staff would like to propose this be continued. Staff suggests July be selected for the summer hiatus, as this has worked well in the past.

With this approval, the month of July will not have a regularly scheduled SVCE Board meeting, however if the need for Board action arises in July, a special meeting of the Board will be called.

STRATEGIC PLAN

Not applicable.

ALTERNATIVES

The Board may select an alternative month for a summer hiatus; the Board could also choose not to cancel the regularly scheduled July meeting.

FISCAL IMPACT

None.

ATTACHMENT

1. Proposed 2025 SVCE Board of Directors Regular Meeting Schedule

SILICON VALLEY CLEAN ENERGY

2025 Board Meeting Schedule

All Board of Directors meetings occur at 7:00 p.m. and will be held at Cupertino Community Hall, located at 10350 Torre Avenue in Cupertino, CA, with an option to participate virtually unless noted otherwise on the SVCE website

January 8, 2025

February 12, 2025

March 12, 2025

April 9, 2025

May 14, 2025

June 11, 2025

No meeting in July

August 13, 2025

September 10, 2025

October 8, 2025

November 12, 2025

December 10, 2025

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1d

Item 1d:	**Authorize the Chief Executive Officer to Execute Agreements with Calpine Community Energy for Data Management and Billing Services**
From:	Monica Padilla, CEO
Prepared by:	Peyton Parks, Energy Services Principal Kaley Dodson, Sr. Energy Services Specialist
Date:	12/11/2024

RECOMMENDATION

Staff recommends that the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) delegate to the Chief Executive Officer (CEO) the authority to execute agreements with Calpine Community Energy ("Calpine") for continuance of essential billing meter data services as follows:

1. Finalize and execute new agreement, provided in substantial form as Attachment 1, in the amount not to exceed $10,671,000 for a term of three years beginning January 1, 2025, with an option to extend the contract for an additional three-years starting January 1, 2028 under same terms and conditions, subject to Board approval which may be sought in 2027.
2. If new agreement is not executed by end of 2024, execute an extension to current agreement, provided as Attachment 2, for a maximum of one year under the same terms and conditions.

All final contract terms and conditions will be reviewed and approved as to form by SVCE's General Counsel.

BACKGROUND

SVCE serves over 280,000 customers, requiring significant data management and highly accurate billing processes. SVCE relies on a third party to provide these services, which Calpine Community Energy, formerly Calpine Energy Solutions, has provided since SVCE began serving customers in 2017. At the core of these services are critical billing system processes, including the daily ingestion of customer meter data from PG&E and the reconciliation of data discrepancies for timely and accurate billing.

Also provided in the scope of these services critical to SVCE's operations are billing administration services, including but not limited to:

- Processing customer enrollments, service starts and stops, opt outs and opt ups, and other account related actions related to electric utility service
- Processing over 280,000 invoices monthly with a bill accuracy of 99% or greater
- Maintenance of approximately 1,000 applicable rate components
- Administration of customer rate offerings, including CARE/FERA, Net Energy Metering, Solar Billing Plans and pilot rate offerings
- Invoice and payment reconciliation
- Provision of a customer information system (CIS or CRM)
- Provision of customer call center services during SVCE business hours
- Provision of Interactive Voice Response (IVR) system integrated with billing and customer information systems

- Provision of accurate and timely Settlement Quality Meter Data to SVCE's Scheduling Coordinator, compliant with the California Independent System Operator (CAISO) requirements
- Various ad-hoc reporting and analytical capabilities in support of SVCE's programmatic offerings and custom supply arrangements

SVCE's current contract with Calpine is for a 5-year term ending on December 31, 2024. On June 28, 2024, staff released a request for proposals (RFP) for data management services in tandem with Peninsula Clean Energy (PCE) to allow a bidding opportunity for any prospective providers capable of providing the required scope of work. We received six inquiries and three proposals discussed in more detail below.

ANALYSIS & DISCUSSION

In response to SVCE's request for proposals, SVCE received three proposals for consideration from Calpine Community Energy, Sacramento Municipal Utility District (SMUD), and ArcTrade. A summary of the costs proposed by each bidder based on 280,000 meters can be found in the table below.

SVCE Solicitation Timeline



ArcTrade's proposal had a low price, but their proposed scope did not include many of the essential functions currently performed by Calpine. Further, ArcTrade lacks experience in both the CCA and California energy market and at the scale which SVCE operates. Calpine's proposal was competitively priced, ~9% higher than their current contract pricing, in effect since January of 2020. SMUD's proposed pricing is approximately $40,000 per month higher than Calpine's proposed pricing. Utilizing SMUD would also require several months for transition of data management services from Calpine, and dedicated staff time from up to three SVCE FTEs to complete.

Summary of Costs

Fee Type	Existing Calpine Contract	Calpine Proposal	SMUD Proposal	ArcTrade Proposal
Start Up Fee	N/A	None	None	$50,000
Fixed Monthly Fee	$25,000	$25,000	None	$12,500
Per Meter Fee	$0.85	$0.936	$1.18	$0.45
Per Hour Ad-hoc Development Fee (after bank of 100 hours is depleted)	$150	$200	$170	$150
Total Monthly Fee (Estimate based on 280,000 meters)	$263,000	$287,080	$330,400	$138,500

Three-year Cost 2025-2028 (Estimate based 1% annual growth in meters, and 2.5% price index growth)	NA	$10,671,000	$12,318,604	NA

Accurate and timely billing is paramount to SVCE's success, and a single error in billing can have a significant impact on SVCE's relationship with its customers. For this reason, staff placed a high value on proven accuracy rates and experience with the requirements of CCA billing when evaluating prospective providers.

Calpine currently serves 19 CCAs across the state and has served CCA clients for over ten years. Calpine has maintained a monthly billing accuracy rate for SVCE of 99.9% since 2017, with >99% of SVCE's nearly 280,000 monthly invoices being sent in three days or less after customer usage is received from PG&E.

As SVCE's designated billing and metering agent, PG&E is a major stakeholder in SVCE's interactions with its customers. Calpine's decade of experience interfacing with PG&E on behalf of its CCA clients makes Calpine an effective consultant to SVCE staff on PG&E billing and data capabilities. In partnership with Calpine, SVCE has been successful to date in implementing solutions that advance the interest of SVCE customers. Notable examples include the implementation of new rates/structures like E-ELEC (Electric Home) and programs like On-Bill Financing, Solar Billing Plan, and providing monthly credits to income-qualified customers (CARE/FERA) as well as bill protection to customers during the Time-of-Use rate transition.

To further enhance their services, Calpine also provides a host of value-added, no or low-cost resources to SVCE, including:

- The data warehouse portal, providing easier access to SVCE customer data. This has increased the utilization of data across SVCE to inform decision and strategy.
- Marketing analysis services through See Change Institute, a contracted consultant that provides a data-driven approach for designing effective behavior change programs. SVCE marketing staff have engaged in research efforts with See Change and have benefited from broadening our approach when it comes to customer outreach and interaction.
- Recurve Analytics, providing customer data analytics for program participation and demand flexibility programs.
-

SVCE staff affirms that Calpine has been an effective and reliable business partner since launch of SVCE's electric service in 2017. Due to costs, experience, and track record of performance, SVCE staff are recommending that the Board authorize the execution of a new agreement with Calpine Community Energy for its data management services.

As drafted, all products and services will carry over from the current agreement to the proposed new agreement. This agreement is included in substantially complete form as an attachment to this staff report while staff works to finalize the negotiations. Scope and costs as described above have been established for the new agreement. The new agreement is included in substantially final form as an attachment to this staff report while staff works with Calpine to complete the negotiations. The contract is expected to be ready for signature during the week of December 16th, with service under the new contract beginning January 1, 2025. If additional time is required to ensure continuous service from Calpine, staff would pursue a short-term extension of the current contract. SVCE's General Counsel will provide a comprehensive legal review of the contracts and approve them as to form prior to execution.

The initial term of the new proposed contract is January 1, 2025 through December 31, 2027 with no early termination provision. Prior to the end of year three, staff will assess its meter data management needs and Calpine's performance and if warranted extend the contract for an additional three years under the same general terms and conditions. This option to extend, allows for business continuity of key and critical

operation. If it is pursued, staff will return to the Board to seek approval of the 3-year extension period for the new agreement.

ALTERNATIVES

The Board may elect to not delegate the authority to the CEO to execute the Calpine agreement and may take two alternatives.

First, the Board could authorize staff to enter into a short-term extension of the existing Calpine agreement and direct staff to bring back the fully negotiated new agreement for Board consideration. However, for the reasons described above, staff feels that adopting the new agreement with Calpine is the best choice for SVCE at this time. And adopting it in substantially final form may obviate the need to extend the existing agreement.

Second, the Board could authorize staff to enter into a 1-year extension of the existing Calpine agreement and instead seek a contract with one of the two competing bidders. As mentioned, staff feels that Calpine is the best choice for SVCE at this time. Additionally, Calpine was the lowest cost responsive bidder and has a strong track record serving SVCE and CCAs more broadly.

STRATEGIC PLAN

Enlisting a reliable, accurate, and cost-effective data and billing services partner is reflected in SVCE Strategic Plan Goal 8, "Engage customers and community stakeholders to build trust of SVCE and advance decarbonization," Measure 3, "Manage delivery, billing, and support of SVCE's services to customers with a high degree of professionalism, accuracy and responsiveness."

FISCAL IMPACT

As drafted, the term of the agreement with Calpine Community Energy will be three years, ending in January 2028, with an option to extend an additional three years. Costs for the first three-year term are estimated to be $10,671,000 accounting for a 1% escalation in meters per year, and an estimated annual 2.5% regional price index adjustment beginning in 2026. Funds have been allocated for this essential service as part of the fiscal year (FY) 2024-25 Operating Budget and staff will include the cost in upcoming fiscal year budget proposals.

ATTACHMENTS

1. Draft Agreement Between Silicon Valley Clean Energy Authority and Calpine Community Energy, LLC for Data Management Services
2. Existing Agreement Between Silicon Valley Clean Energy Authority and Calpine Community Energy, LLC for Data Management Services

AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND

CALPINE COMMUNITY ENERGY, LLC

FOR

DATA MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement"), is entered into this Click here to enter DAY. day of ENTER MONTH., ENTER YEAR., by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority" or "SVCEA"), and Calpine Community Energy, LLC, a California-based Limited Liability Corporation whose address is 401 West A Street, Suite 500 San Diego, CA 92115 (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 will provide the services ("Services") described in Exhibit A, as attached hereto.

C. Authority and Consultant desire to enter into an agreement for the Services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

The term of this Agreement shall commence on January 1, 2025, and shall terminate on December 31, 2027. Further, the Agreement thereafter shall automatically renew for a single 3-year (36 months) term ("Term Extension") unless either Party provides written notice to the other Party at least six (6) calendar months in advance of the renewal date that the notifying Party, in its sole discretion, will not renew the term.

2. SERVICES TO BE PERFORMED

Consultant shall perform the Services set forth in Exhibit "A" as attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT

Authority shall pay to Consultant the fees ("Fees") described in Exhibit B. Consultant shall invoice the Authority for amounts due and the Authority shall pay such amounts on or before the 30th day following the date of invoice. Exhibit B is attached hereto and incorporated herein by this reference.

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4. TIME IS OF THE ESSENCE

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

5. STANDARD OF CARE

Consultant agrees to perform all Services as described herein in a manner commensurate with the prevailing standards of specially trained professionals in the area under similar circumstances and agrees that all Services shall be performed by qualified personnel.

6. INDEPENDENT PARTIES

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

7. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY

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

8. NON-DISCRIMINATION

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

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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; LIMITATION OF LIABILITY

A. General Indemnity. ***[UNDER NEGOTIATION]***

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. Subject to the limitations herein, Consultant shall indemnify, defend, and hold Indemnitees, harmless from and against any Liabilities that arise from a third party that claims 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.

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

D. Limitation on Liability. ***[UNDER NEGOTIATION]***

E. This Section shall survive expiration or termination of Agreement.

10. INSURANCE *[UNDER NEGOTIATION]*

11. CONFLICT OF INTEREST

Consultant warrants that it, its officers, employees, associates and Subcontractors, shall comply with all conflict of interest statutes of the State of California applicable to it or them (as applicable) in providing the Services hereunder, including but not limited to the Political Reform Act (Gov. Code Section 81000, et. Seq.) and Government Code Section 1090, to the extent applicable.

12. ASSIGNMENT AND TRANSFER

Consultant shall not assign, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority, except to a successor acquiring all or substantially all of the shares, equity and/or the assets of the Consultant, whether by merger or acquisition, or (ii) by Consultant to any affiliate. In the case of (i) or (ii), the assignee must agree to the provisions of this Agreement, including the Standard of Care above.

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Any attempt to do so without such consent shall be null and void, and any assignee, or transferee shall acquire no right or interest by reason of such attempted assignment, 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.

13. SUBCONTRACTOR

A Subcontractor of the Consultant is a third-party entity the Consultant contracts with to provide Services under this Agreement. A Subcontractor does not include contracts for software, the vendors or contractors of the Authority, the utility, the auditors of the Consultant, or any third-party that is also party to a contract with the Authority. The Consultant will ensure the Authority is notified of those Subcontractors that will perform Services under the Agreement.

14. REPORTS

A. Each "Report" reproduced~~,~~ prepared or caused to be prepared by Consultant specifically for the Authority as part of the Services herein, shall be the exclusive property of Authority and all publication rights are reserved to Authority. Consultant shall not copyright any Report. Authority may review data that was used to create Reports to confirm contents of Reports. Consultant may retain a copies of any Reports furnished to the Authority pursuant to this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that Consultant owns all rights in and to any of the methods, techniques, systems, or Consultant created data used to provide the services herein, including that used in the creation of any Reports.

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. In addition to the above, Consultant shall also, at such time and in such form as Authority may require, furnish status update report~~s~~ concerning the status of S~~s~~ervices required under this Agreement. Such status reports are not considered “Reports” for purposes of this Section.

D. All Reports shall also be provided in electronic format, which may be in Word, Excel, .csv, or PDF format.

E. No Report prepared by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant, except to Consultant’s Subcontractors, Representatives, and auditors without prior approval by Authority. However, Consultant may use anonymized, aggregated data, which contains no identifying data and cannot be reverse engineered to identify Authority or Authority customers for research purposes.

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F. Authority shall be the owner of and shall be entitled upon request to possession of accurate reproducible copies of Reports, which shall be forwarded by the Consultant within three (3) Business Days of request, except if such information is archived by the Consultant to longer term data storage, in which case the Consultant will communicate the expected timeframe to the Authority. For purposes of clarification, Authority understands and agrees that the expected time to locate and retrieve such data in long term storage can generally take between five (5) Business Days and two (2) full weeks from the date of the request. Larger or more voluminous data requests may take longer. Consultant will continue to communicate with the Authority regarding timing expectations as related to such requests. If the Authority requests a faster timeline and it can be achieved but for additional costs, Consultant will communicate such to Authority and if Authority agrees, Consultant will place the request and pass through such costs to the Authority to be paid by the Authority.

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15. RECORDS

Consultant shall maintain their internal records necessary to confirm customer's bill in compliance with Consultant's own internal processes and procedures but for not less than five (5) years after the creation or transfer of such record to or by the Consultant, as applicable. Consultant gives Authority the right to examine and audit the same and to make transcripts therefrom as necessary, and to allow inspection of the same as reasonably necessary to verify the accuracy of Authority invoices. To the extent there are additional costs associated with such examination or audit, those costs will be communicated to Authority in advance and will be passed through to be paid by the Authority.

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. Click here to enter the name of Consultant representative. (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") received by Consultant is confidential and shall not be disclosed or released by Consultant, except to its employees, officers, directors, affiliates, attorneys, auditors, accountants, advisors, contractors or representatives ("Representatives") without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Consultant shall not voluntarily provide declarations, letters of support, testimony, depositions, responses to interrogatories or other information regarding the Agreement without Authority's advance written approval, unless required by law. Response to a subpoena or court order shall not be considered 'voluntary," provided Consultant gives Authority notice of such.

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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. Consultant agrees to cooperate in a reasonable manner with Authority and to provide Authority with the opportunity to review such discovery requests and responses, to the extent allowed by law. 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 by Authority in accordance with applicable law.

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 applicable to the Consultant, Consultant shall, at no additional cost to Authority, isolate and preserve all such data in accordance with its own policies and procedures and as required by law.

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 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:

401 West A Street

Suite 500

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San Diego, CA 92115

Attention: Sean Fallmer, President, Calpine

Energy Solutions

19. **TERMINATION *[UNDER NEGOTIATION]***

20. **COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable federal, state, and local 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 1798.81 , and the California Consumer Privacy Act, Civil Code Section 1798.100 *et seq*. The 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. The Consultant shall have ninety (90) days, following written notice, to cure a failure to comply with applicable local Laws before such failure is a Default. ***[UNDER NEGOTIATION]***

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 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**

Neither Party shall 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 the other Party to do otherwise. Notwithstanding the above, Consultant acknowledges and agrees that Authority is a public agency subject to open meeting and open records laws that require the Agreement and related documents, including those containing Consultant's name or logo, and discussion thereof, be open to the public in accordance with such laws.

23. **WAIVER**

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

24. **INTEGRATED CONTRACT**

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

25. **AUTHORITY**

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

26. INSERTED PROVISIONS

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

27. **CAPTIONS AND TERMS**

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

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

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

29. **EXHIBITS**

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

30. **FORCE MAJEURE**

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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. **PAYMENT**

Parties agree that any invoice for Services under this Agreement must be received within one (1) year of termination or expiration of Agreement, or party waives such claim for compensation.

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 reasonable 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.

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37. **DRAFTING PARTY**

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

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

RECOMMENDED FOR APPROVAL

Enter Your Name, Enter Your Title

RECOMMENDED FOR APPROVAL

_____

Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT NAME

Enter Consultant's Name

By:

Name:

Title: Date:

SILICON VALLEY CLEAN

ENERGY AUTHORITY

A Joint Powers Authority

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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 ***[UNDER NEGOTIATION]***

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

1. **Electronic Data Exchange Services**:
    a. Process SVCEA Service Requests (CCASRs) from/to PG&E which specify the changes to a customer's choice of services such as enrollment in SVCEA programs, customer initiated returns to bundled utility service or customer- initiated migration to direct access service (814 Electronic Data Interchange Files).
    b. Obtain all customer usage data from PG&E's Metered Data Management Agent (MDMA) server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
    c. Maintain and communicate the amount to be billed by PG&E for services provided by SVCEA (810 Electronic Data Interchange Files).
    d. Receive and maintain all data related to payment transactions toward SVCEA charges from PG&E after payment is received by PG&E from customers (820 Electronic Data Interchange Files).
    e. Reconcile cases of failed 814s to ensure timely enrollment in SVCEA service.
    f. Established fail safes to ensure prompt corrective action is taken when any EDI transaction process is disrupted or disconnected.
    g. Service Levels for Electronic Data Exchange Services:
        i. Consultant will use commercially reasonable efforts to perform such Services in an accurate and timely manner.

2. **Qualified Reporting Entity (QRE) Services**:
    a. Consistent with terms and conditions included in the Qualified Reporting Entity Services Agreement(s) between SVCEA and Data Management Provider, serve as QRE for certain locally situated, small-scale renewable generators or other distributed energy resources supplying electric energy to SVCEA through a feed-in tariff (FIT) or other mechanism.
    b. Performance of the Qualified Reporting Energy Services is dependent upon timely receipt of data from PG&E and/or the Generation Provider.
    c. Consultant will, to the extent such information is available, submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) on SVCEA's behalf, which will conform to

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the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.

d. Provider shall receive applicable electric meter data from PG&E for SVCEA distributed energy resource projects, consistent with PG&E's applicable meter servicing agreement, and shall provide such data to SVCEA for purposes of performance tracking and invoice creation.
e. Service Levels for Qualified Reporting Entity Services:
    i. Consultant shall use commercially reasonable efforts to perform such Services in an accurate and timely manner.

3. Customer Information System Services:

a. Maintain an accurate database of all eligible accounts who are located in the SVCEA service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer SVCEA as mutually agreed to by parties from time to time.
b. Allow SVCEA and SVCEA contact center staff to have functional access to all online databases to add customer interactions and other account notes.
c. Allow SVCEA to view customer email or written letter correspondence within online database.
d. Maintain viewing access, available to appropriate SVCEA staff, via the CRM to view PG&E invoice statements ("Blue Bills") for SVCEA customers, made available by PG&E, for a period of up to 18 months.
e. Maintain and communicate as needed record of customers who have been offered service with SVCEA but have elected to opt out, either before or after starting service with SVCEA.
f. Support up to one base product and one premium product being offered by SVCEA. Additional SVCEA Energy Programs shall be subject to fees as described in Appendix B, Section X, 'Additional Deliverable Pricing', as well as Consultant and SVCEA agreement on additional scope of work determined by a requirements gathering process.
g. Maintain and communicate as needed records of Net Energy Metering and Solar Billing Plan credits and generation data for customers to be posted on bills and settled annually. To the extent there are any changes to the Net Energy Metering and/or Solar Billing Plan policy (as of the date of execution), such work will be considered Additional Services and subject to further agreement.

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h. When requested by SVCEA, place program charges and/or credits on the relevant customer account, identified by DAXREF or agreed upon unique identifier.
i. Identify and provide tracking options for customers participating in various SVCEA programs in database.
j. Include various program payment information in all relevant reports.
k. Create and maintain integrated forms ("web-forms or "iFrames") for the SVCEA website so that customers may change their account status to enroll or opt out of various SVCEA programs.
    a. Allow for customization of web-form content upon request by SVCEA. Such customization requests may be subject to additional fees as described in Exhibit B, Section XX, 'Additional Deliverable Pricing'.
l. Maintain all customer data according to SVCEA's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
m. Maintain a Data Management Provider Security Breach Policy.
n. Complete a System and Organization Controls (SOC) 1 Type II audit on a regular basis and make it available for review.
o. Service Levels for Customer Information System Services:
    i. Consultant will use commercially reasonable efforts to perform such Services in an accurate and timely manner and to provide for the system access and forms identified above.
    ii. If there is a system outage or unavailable or unresponsive form, then Consultant will use commercially reasonable efforts to make such systems or forms available and responsive as soon as practicable.

4. Interactive Voice Response (IVR) System

a. Provide a platform for IVR self-service and track how many customers start and complete self-service options.
b. Include self-service program options such as opt-outs, opt-ups, opt-downs in SVCEA service as requested.
c. Provide language translation options including, Spanish, Mandarin and Vietnamese for all opt actions.
    a. In the event outside services are required to translate prompts or scripts into languages specified by SVCEA, any charges incurred by Consultant as a result of these will be passed by Consultant onto SVCEA per Appendix B, Section X.
d. Evaluate customer satisfaction with IVR service through voluntary customer surveys that ask general questions about call resolution and customer satisfaction with the service received.

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e. Provide and track statistics from IVR calls received in all languages. Reports of daily statistics are provided at a regular cadence.
f. Update IVR scripts as requested.
    a. Allow for modifications and/or additions to SVCEA's IVR recordings and self-service system configuration once annually following initial IVR setup and configuration. Modifications and/ or additions to the IVR recordings and self-service system configuration more than once per calendar year may be subject to additional fees beyond SVCEA's per meter per month service fee, in accordance with the hourly labor costs specified in Exhibit B, Section X, "XXX."

g. Provide and maintain an agreed to backup plan in the event of a system outage.

5. Customer Contact Center Services

a. Staff a call center with dedicated agents serving only SVCEA between 8 AM and 5 PM PPT, Monday through Friday, excluding SVCEA and PG&E holidays.
b. Provide sufficient call center staffing to meet the requirements set forth herein, including designating SVCEA-specific agents as needed to provide full functionality.
c. Provide Subject Matter Experts available to manage escalated calls between 8 AM and 5 PM PPT, Monday through Friday, excluding SVCEA and PG&E holidays ("Regular Business Hours").
d. Provide callers with the estimated hold time, if applicable, and provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
e. Record all inbound calls and make recordings available to SVCEA staff upon request.
f. Track call center contact quality with criteria including:
    i. Use of appropriate greetings and other call center scripts
    ii. Courtesy and professionalism
    iii. Capturing key customer data
    iv. Providing customers with correct and relevant information
    v. First-contact resolution
    vi. Accuracy in data entry and call coding
    vii. Grammar and spelling in text communication (email and chat)
g. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received
h. Respond to customer emails

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i. Receive calls from SVCEA customers referred to Provider by PG&E and receive calls from SVCEA customers choosing to contact Provider directly without referral from PG&E.
j. Provide the call center number on PG&E invoice allowing SVCEA customers to contact the call center. Collect and/or confirm current email, mailing address, and phone number of customers and add to or update database during inbound call.
k. Service Level Agreement and Liquidated Damages for Customer Contract Center Services:

    i. Consultant will ensure a minimum of 75% of all calls will be answered within 60 seconds during Non-Enrollment Periods.
    ii. Consultant will ensure 100% of voicemail messages are answered within one (1) business day and provide a report to SVCEA that substantiates this requirement has been met.
    iii. Consultant will ensure 100% of emails receive an immediate automated acknowledgment and provide a report to SVCEA that substantiates this requirement has been met.
    iv. Consultant will ensure 95% of emails receive a customized response within one (1) business day and provide a report to SVCEA that substantiates this requirement has been met.
    v. Consultant will ensure 100% of emails receive a customized response within three (3) business days and provide a report to SVCEA that substantiates this requirement has been met.
    vi. Consultant will maintain no greater than 5% abandon rate for all Non-Enrollment Period calls.
    vii. For any month in which Consultant has failed to meet the performance standards above for Customer Contact Center Services, the Authority shall have the right to reduce payment of any invoice by $20,000 as liquidated damages, as provided for below.
    viii. Prior to exercising this right, the Authority shall provide written notice to Consultant that identifies the performance standard(s) that SVCEA believes have not been met and states SCVEA's intent to invoke this subsection if the failure to achieve such performance standards are not remedied within thirty calendar days.
    ix. The Parties shall then confer to establish a plan to remedy such failure, which plan may provide a different deadline for remedying of the failure at the mutual agreement of the Parties.
    x. In the event that Consultant is unable to achieve such remedy by the deadline established by the Parties or in the absence of such mutually agreed to deadline, 30 calendar days after SVCEA's notification, SCVEA may exercise its

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rights under this subsection to reduce payment of each subsequent invoice by $20,000 until the failure is remedied.

6. **Billing Administration Services**:
    a. Maintain a table of rate schedules offered by SVCEA to its customers.
    b. Send certain SVCEA program charges for non-SVCEA customers, when supported by PG&E, based on information provided to Provider by SVCEA.
    c. Send certain SVCEA program charges and/or credits as a separate line item to PG&E for placement on monthly bill during term of repayment.
    d. Apply PG&E account usage for all SVCEA customers against applicable rate to allow for customer billing.
    e. Review application of SVCEA rates to PG&E accounts to ensure that the proper rates are applied to the accounts.
    f. Complete cost verification of all 810 invoices before they are sent to PG&E for billing.
    g. Timely submit billing information for each customer to PG&E to meet PG&E's 10-day billing window.
    h. Develop and support different rate versions based on Power Charge Indifference Adjustment (PCIA) vintage year.
    i. Develop and support billing accounts based on Town or Territory.
    j. Develop and implement custom rate amendments for various rates as needed.
    k. Develop and support billing special accounts on a contract savings discount.
    l. Billing support of Market Informed Demand Automation Server (MIDAS) program.
    m. Aggregate and deliver grouped invoice batches by request.
    n. Consultant will provide support during rate changes, such as validation of rate factors, and provide support when discussing rate projects and issues with the IOUs.
    o. Assist with annual settlement process for Net Energy Metering (NEM) customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to SVCEA designated printer.
    p. Provide platform capability and support to bill both NEM and Solar Billing Plan (SBP) tariff structures.
    q. Provide and maintain a data portal platform that provides clients access to detailed customer data via query.
    r. Process and bill interval data required for special rate customers.
        a. Consultant will support Index Billing, a specialized rate developed for certain SVCEA customer accounts. Consultant will perform the following manual steps to support this rate:

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i. Each month, Consultant will bill SVCEA customer accounts specified by SVCEA in accordance with the SVCEA provided rate tariff
ii. Each month, Consultant will deliver a customized report to SVCEA for review and communication with customer accounts

s. Maintenance of data flows to third parties that provide secondary data services, such as Utility API.
t. Provide customer mailing list to SVCEA designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
u. Send a mailing list to SVCEA designated printer of customers that are overdue. If no payment is received from the customer after a certain amount of time, issue a CCASR to return customer to PG&E at SVCEA's direction.
v. Service Levels for Billing Administration and Liquidated Damages. In the performance of the Billing Administration Services listed above:
   i. Consultant will maintain at least a 99% billing accuracy rate during any 12- month period.
   ii. Consultant will notify Authority of any billing issue or error that affects customers that is caused by Contractor or its systems within 72 hours after validating that the error occurred.
   iii. Consultant will not be liable for any errors in the Billing Administration Services that can be remedied by customer rebill(s), as allowed under applicable rules and regulations.
   iv. Contractor will not be liable for billing errors that affect less than 1% of all Authority customers.
   v. Consultant will not be liable for billing errors that result in an underbilled amount of $10,000 or less.
   vi. If an error in Billing Administration Services caused by Contractor results in an underbilled amount of $10,000 or more or affects more than 1% of all customers, then Contractor will be liable for either a) 50% of the underbilled amount or, b) $100,000, whichever is less.

7. Rate Schedule Maintenance Services

a. Maintain a table of Rate Schedules, offered by SVCEA to its customers, within Consultant's billing system.

   1. Complete Value Only Rate Changes within 10 business days, excluding holidays, once Consultant has confirmed it is in receipt of a valid Rate Template.

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2. Complete Structural Rate Changes within 40 business days, excluding holidays, once Consultant has confirmed it is in receipt of a valid Rate Template.
3. A Rate Template will be considered valid if it meets the expected formatting requirements as set forth by Consultant and acknowledged by SVCEA, and the Rate Schedules it contains align with published CCA rate schedules. Upon receipt of a Rate Template, Consultant will review it per these guidelines and after SVCEA has corrected any errors, if present, Consultant will communicate to SVCEA that a valid Rate Template has been received and work will commence as per the timelines indicated above.
4. Should SVCEA submit updates after Consultant has begun work on a valid Rate Template, SVCEA understands this may be considered a new Rate Change.

b. Conduct an unlimited number of SVCEA and/ or SCE initiated Value-only Rate Changes per calendar year.
c. Conduct an unlimited number of SCE initiated Structural Rate Changes per calendar year.
d. At the request of SVCEA, Consultant will perform additional Custom Rate Changes at a mutually agreed upon fixed fee determined by the terms described in Section 7, 'Additional Deliverable Pricing'.
e. Service Levels for Rate Schedule Maintenance Services:
    i. Consultant will use commercially reasonable efforts to perform such Services in an accurate and timely manner.
    ii. To the extent there is an error in Rate Schedule Maintenance Services, Consultant will use commercially reasonable efforts to correct such error in a timely manner once the error is known to the Consultant.

8. **Reporting**:

Report	**Frequency**	**Delivery Method**
Aging	Weekly, Monthly	SFTP
IVR Statistics	Weekly	SFTP/Email

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Contact Center Statistics	Weekly	SFTP/Email
Cash Receipts	Weekly, Monthly	SFTP
County Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP
Program Opt Up with Address	Weekly, Monthly	SFTP
Utility User Tax (UUT) where applicable	Monthly	SFTP
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report – Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	SFTP
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	SFTP
Sent to Collections	Monthly	SFTP
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Sheltering Shift	Weekly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP
CAISO MDEF Details with Rate Group (Initial) - Daily	Daily	SFTP
CAISO MDEF Details with Rate Group (Final) - Daily	Daily	SFTP
CAISO MDEF Details with Rate Group (Initial) - Monthly	Monthly	SFTP
CAISO MDEF Details with Rate Group (Final) - Monthly	Monthly	SFTP
MDEF_SIP_All	Daily	SFTP

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b. Consultant shall also assist SVCEA, as needed, in compiling various customer sales and usage statistics that may be necessary to facilitate SVCEA's completion of requisite external reporting activities. Such statistics will likely include annual retail sales statistics for SVCEA's customers, including year-end customer counts and retail electricity sales (expressed in kilowatt hours) for each retail service option offered by SVCEA.

9. Ticketing Support System

i. Consultant shall provide SVCEA staff with access to a web-based, ticketing system that SVCEA staff may use to submit service requests for certain deliverables to be provided by Consultant. An operational reference guide is included in Exhibit X. Any outages in such ticketing system will be addressed as soon as practicable.

10. Settlement Quality Meter Data Services:

a. Consultant shall provide SVCEA or SVCEAs designated Scheduling Coordinator (SC) with Settlement Quality Meter Data (SQMD) as required from SC's by the California Independent System Operator (CAISO).
b. Provide Advanced Metering Infrastructure based SQMD settlements for improved accuracy.
c. Upon SVCEA's request, Consultant shall submit the SQMD directly to the CAISO on behalf of SVCEA or SVCEA's designated SC.
d. Service Level Agreement and Liquidated Damages for Settlement Quality Meter Data Services.
   i. Consultant will use commercially reasonable efforts to perform the Settlement Quality Meter Data Services in an accurate and timely manner.
   ii. Consultant will use commercially reasonable efforts to remedy any breach or default by Consultant of the Settlement Quality Meter Data Services, but in no event will Consultant's liability exceed $20,000.

11. Additional Services:

(PLACEHOLDER)

12. <u>Data Retention</u>

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a. Consultant is limited in its ability to perform the services described below by the availability and timeliness of data from the IOU(s). As such, Consultant is not liable or responsible for a breach or default in the Data Retention Services to the extent such breach or default is due to negligence, gross negligence, or willful misconduct of the applicable IOU or any other third-party.
b. Raw EDI files shall be retained for a period of three years from the date of receipt or creation, unless otherwise required by applicable laws or regulations.
c. Maintain and provide as needed historical billing volume data on all customers for a time period equal to the lesser of either (a) the start of service to present or (b) three years.
d. Record all inbound calls and make recordings available to SVCEA staff upon request. Maintain an archive of such recorded calls for 24 months from creation date.
e. Maintain an accessible archive of utility consolidated, invoice statements ("Blue Bills") for all SVCEA customers from the start of SVCEA service or a period of no less than five years.
f. IOU provided reports shall be retained for three years from the date of creation or receipt.
g. Interval Data received through EDI 867 transactions shall be retained for a period of three years.
h. Interval Data retrieved from PG&E's ShareMyData platform shall be retained for a period of 30 days from the date of retrieval.

13. LIQUIDATED DAMAGES.

To the extent the provisions above contain liquidated damages as the, or part of the, sole remedy for breach or default, the Parties agree that Consultant's breach or default of the Services above may cause SVCEA to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis of recovery of direct or actual damages and such liquidated damages represent a fair, reasonable and appropriate estimate thereof. Such liquidated damages are intended to represent estimated direct, actual damages and are not intended as a penalty.

14. Definitions
a. "Ad Hoc Request" or "Ad Hoc" refers to services, including: new services, additional services or significant modifications to current services, requested by SVCEA or the CCA that fall outside the scope of what Consultant is contractually obligated to provide under the terms of this Agreement. In the event of SVCEA or the CCA requesting Ad Hoc services, SVCEA or the CCA shall specify in reasonable detail the nature, business reason and scope of the request and Consultant will use commercially reasonable efforts to deliver Ad Hoc items to SVCEA or the CCA in a timely manner, subject to further written agreement of the Parties. Any Ad Hoc Request may be subject to the fee schedule set forth in Exhibit B, Section 7.
b. "CCA Energy Program" means the individual rate plan option available to a SVCEA customer that provides varying power content mixes, typically from 35% renewable energy content in a base option to 100% renewable energy content in a premium

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option.

c. “CCA Service” means SVCEA’s Community Choice Aggregation Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregation (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.
d. “CCA Service Request (“CCASR”)” means requests in a form approved by SCE to change a CCA Service customer’s, utility customer’s or direct access customer’s choice of services which could include returning a CCA Service customer to bundled utility service or direct access service.
e. “Custom Rate Change” means a completely new rate or modification to an existing rate that alters one or more Billing Determinants within a Rate Schedule buildout by changing the definition of the Billing Determinant itself and/or adding and/or removing one or more Billing Determinants to an existing buildout not tied to a change initiated by the IOU.
f. “Default Usage” means the average monthly usage value, by rate schedule, used for estimation in the absence of actual historical usage data.
g. “Mass Enrollment” means the automatic enrollment of customers into a CCA Service program where new service is being offered for the first time to a group of eligible customers.
h. “Meter Data Management Agent (MDMA) Services” means reading SCE’s customers’ meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to SCE standards.
i. “Rate Template” refers to a predefined format used to communicate Rate Schedule(s) from CCA to Consultant. A Rate Template is considered valid once Consultant has reviewed the information it contains to ensure it meets the expected formatting requirements and the Rate Schedule(s) it contains align with published CCA rate schedules.
j. “PG&E” is the local Utility Distribution Company.
k. “Self Service” refers to data that SVCEA or the CCA can obtain and access through the Data Tools, upon its implementation, or to processes or actions which SVCEA or the CCA can perform without the assistance of Consultant staff. Should SVCEA or the CCA request data from Consultant that is available via Self Service or request Consultant perform a process or action that SVCEA or the CCA can perform via Self Service, this shall be considered an Ad Hoc Request and is subject to the fees listed in Section 7.
l. “Statutory Enrollment Period” means two months prior to a Mass Enrollment, the month in which the Mass Enrollment occurs, and two billing cycles following Mass Enrollment. The Statutory Enrollment Period takes place over a five month period.
m. “Structural Rate Change” refers to a rate change that alters one or more Billing Determinants within a Rate Schedule buildout by changing the definition of the Billing Determinant itself and/or adding and/or removing one or more Billing Determinants to an existing buildout.
n. “Utility-consolidated/ Bill-ready” refers to the method of customer billing where the

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CCA, via the Consultant, sends the appropriate monthly energy generation (kWh) charges to the Utility and the Utility combines those charges with the applicable non-generation (Transmission & Distribution) charges into a single customer invoice and delivers to the customer for payment.

o. "Value Only Rate Change" refers to a rate change that alters only the values applied to each of the Billing Determinants in a given Rate Schedule buildout, keeping the existing buildout intact.

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Exhibit B *[UNDER NEGOTIATION]*

Compensation

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, SVCEA shall pay Consultant based on the following fee schedule and terms:

1. SERVICE FEES
    a. Data Management Services Fee
        i. SVCEA 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.
            1. $25,000 fixed fee per month plus $0.936 per meter per month for each meter served by SVCEA.
        ii. Beginning in January 2026, Consultant's payment in effect for Services listed in this Agreement will escalate annually beginning January 1. 2026 by the Consumer Price Index West Region using January 2025 as the baseline and with annual ceiling of 4%.
    b. Value Added Services. ***[UNDER NEGOTIATION]***
2. SCRIPT TRANSLATION SERVICES
    a. Charges incurred by Consultant from engaging with vendors to translate scripts or other documents from English into other language(s) will be passed by Consultant to SVCE at cost.
3. ADDITIONAL DATA STORAGE FEE
    a. SVCE may elect to expand the included active data retention term for customer data contained in the data warehouse to 60 months at a cost of $0.015 per meter increase to the per meter per month service fee listed above.
4. ADDITIONAL DELIVERABLE PRICING
    a. The Fees defined in Section 1 include only the services and items expressly set forth in this Agreement. Unless otherwise agreed to by the Parties in an amendment to the Agreement, the cost of any additional deliverables provided by Consultant to SVCE shall be passed through directly to SVCE without mark-up. A labor rate of $200.00 per hour will be utilized for labor costs unless otherwise agreed upon in writing by both parties prior to the commencement of additional work.
        i. Beginning in January 2026, Consultant's labor rate above will escalate annually by the Consumer Price Index West Region, using January 2025 as the baseline and with an annual ceiling of 4%.
    b. To support SVCE in a dynamic market, Consultant will provide a 100-hour bank of ad-hoc hours to be used at SVCE's discretion. After the bank of hours are depleted, additional ad-hoc hours will be billed at the rate described above.

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Exhibit D

Insurance Requirements and Proof of Insurance

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE**:

(1) **Workers' Compensation**:

Statutory coverage as required by the State of California.

(2) **Liability**:

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

(3) **Automotive**:

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

(4) Professional Liability

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.

(5) **Cyber Liability**

[UNDER NEGOTIATION]

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Exhibit E

Confidentiality and Data Security Requirements

[UNDER NEGOTIATION]

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AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND NOBLE AMERICAS ENERGY SOLUTIONS LLC

This Agreement is entered into this 1st day of November, 2016, by and between the Silicon Valley Clean Energy Authority, a joint powers authority, hereinafter called "SVCEA" and Noble America Energy Solutions LLC, hereinafter called "Contractor." SVCEA and Contractor may be referred to hereinafter individually as "Party" and collectively as "Parties".

* * *

Whereas, SVCEA may contract with independent contractors for the furnishing of such services to or for SVCEA; and

Whereas, it is necessary and desirable that a Contractor be retained for the purpose of providing data management and establishing a customer call center for SVCEA, as further described in Exhibit A hereto;

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services
Exhibit B – Payments and Rates
Exhibit C – NES Security Breach Policy

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for SVCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. As provided by Exhibit B, Contractor will perform the services described in Exhibit A but will not invoice SVCEA nor will SVCEA owe payments to Contractor sooner than sixty (60) calendar days following the date on which the first SVCEA customer meter becomes active.

3. Payments

a) In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, SVCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In the event that the SVCEA, in its sole discretion, makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the SVCEA at the time of contract termination or expiration. Contractor will not invoice SVCEA nor will SVCEA owe payments to Contractor sooner than sixty (60) calendar days following the date on which the first SVCEA customer meter becomes active.

b) Unless otherwise indicated in Exhibit B, Contractor shall invoice SVCEA monthly for all payments related to service performed during the previous month, or two months in the case of the first and second months' invoices. Payments shall be due within thirty (30) calendar days after the date of invoice. All payments must be made in U.S. dollars.

c) For any month in which SVCEA believes Contractor has failed to meet the performance standards specified in Exhibit A, Sections 4(g), 4(h) and 5(k), SVCEA shall have the right to reduce payment

of any invoice by $10,000 as liquidated damages as provided in this section. Prior to exercising this right, SVCEA shall provide written notice to Contractor that identifies the performance standard(s) that have not been met and states SCVEA's intent to invoke this subsection if the failure(s) to achieve such performance standard(s) are not remedied within thirty (30) calendar days. The Parties shall then confer to establish a plan to remedy such failure, which plan may provide a different deadline for remedying of the failure(s) at the mutual agreement of the Parties. In the event that Contractor is unable to achieve such remedy within the 30 calendar days of notification, or within the deadline established by the Parties, SCVEA may exercise its rights under this subsection to reduce payment of each subsequent invoice by $10,000 until the failure(s) is remedied. The foregoing liquidated damages payment shall be limited to $10,000 per month regardless of how many performance standards are not met. SVCEA and Contractor agree that Contractor's failure to comply with these standards will cause SVCEA to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by SVCEA of actual damages, including increased opt-out rates, reputational harm and general customer dissatisfaction, and these liquidated damages represent a fair, reasonable and appropriate estimate thereof. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and Contractor agrees to pay such liquidated damages in the form of a reduction in invoice payment if it fails to meet the performance standards without limiting SVCEA's right to terminate this Agreement for default as provided by Section 5(b) of this Agreement.

4. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be from November 1, 2016 through March 1, 2020. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least one hundred eighty (180) calendar days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.

5. Termination

a) Early Termination Due to Cancellation of Community Choice Aggregation (CCA) program. If SVCEA determines on or before January 15, 2017, in its sole and absolute discretion, not to proceed with the CCA program, SVCEA may terminate this Agreement by giving written notice to Contractor as provided in Section 19 of this Agreement. In that event, no payments will be owed or paid.

b) Termination for Default. Either SVCEA or Contractor may terminate this Agreement if any one of the following events (each a "Default") occurs with respect to the other Party: (i) with respect to SVCEA, SVCEA fails to pay amounts due hereunder and such failure continues for twenty-one (21) business days after written notice from Contractor; in accordance with Section 3 of Agreement, (ii) a Party defaults in the observance or performance by a Party of any such Party's material covenants or agreements in this Agreement (other than a default in a payment obligation) and such default continues uncured for thirty (30) Business Days after written notice is given to such Party failing to perform its covenants or agreements under this Agreement, provided, however, that for such events which require more than thirty (30) business days, to cure, then the defaulting Party shall have such additional time as may reasonably be required to effect such cure provided that the defaulting Party diligently and continuously pursues such cure; or; (iii) either Party makes an assignment or any general arrangement for the benefit of creditors or files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any

bankruptcy or similar law for the protection of creditors or has such a petition filed against it or otherwise becomes bankrupt or insolvent (however evidenced) or is unable to pay its debts as they fall due.

c) Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing services hereunder; and (b) any and all payment obligations of SVCEA under this agreement will become due immediately. Upon such expiration of termination, and upon request of SVCEA, Contractor shall reasonably cooperate with SVCEA to ensure a prompt and efficient transfer of all data, documents and other materials to SVCEA or a new service provider in a manner such as to minimize the impact of expiration or termination on SVCEA's customers. SVCEA agrees to pay Contractor compensation for services performed in connection of such transfer, to the extent not contemplated in the Agreement.

d) SVCEA reserves the right to transition all call center duties from Contractor to SVCEA, with at least ninety (90) calendar days' notice to Contractor. SVCEA shall be responsible for any additional actual infrastructural or actual programming costs incurred by Contractor to facilitate this transition in accordance with the rates identified in Exhibit B. Contractor will invoice the actual costs to SVCEA without any added charges.

e) Notwithstanding any other provision of this Agreement, SVCEA reserves the right to transition call center duties from Contractor to SVCEA in phases, according to all needs and demands related to all tiers, overflow call center options, and third-party translation services. SVCEA shall be responsible for any additional actual infrastructural or actual programming costs incurred by Contractor to facilitate this transition. Contractor will invoice the actual costs to SVCEA in accordance with the rates identified in Exhibit B and without any added charges.

5.5 Transition At Time Of Termination Or Expiry

a) In the event of termination or expiry of this Agreement, in whole or in part, Contractor and SVCEA shall take commercially reasonable steps sufficient to ensure the orderly and effective transition of the services to SVCEA and/or a successor contractor ("Transition Assistance").

b) All references in this Section to termination or expiry shall include partial and complete termination or expiry, cancellation or cessation unless the context otherwise requires.

c) In relation to any partial termination or expiry the provisions of this Section shall apply only to those parts of the services subject to such partial termination or expiry.

d) Each reference to an obligation of Contractor under this Section shall be deemed to include an obligation on Contractor to require all relevant sub-contractors to comply with such obligation.

5.5.1 Transition Assistance Period

The Transition Assistance Period means a period of such duration as is determined by SVCEA but in no event longer than one hundred eighty (180) calendar days commencing on the earlier of:

a) service of notice to terminate this Agreement;

b) in case of a repudiatory breach of this Agreement, the date on which the non-defaulting party accepts such repudiatory breach as terminating this Agreement; or

c) the expiry of the initial term or any extended term (as the case may be).

5.5.2 Transition Assistance Election

During the Transition Assistance Period, the services will be discontinued or transitioned to a Successor Contractor at SVCEA's discretion and such transition shall then be performed in accordance with the Transition Plan required by subsection 5.5.3 below and with this Section. All the terms and conditions of this Agreement will remain unchanged during the Transition Assistance Period (including but not limited to rates and charges, discounts, credits, waivers, service levels and key personnel).

5.5.3 Transition Assistance Planning

Promptly following the commencement of the Transition Assistance Period (and in any event within fourteen (14) calendar days of notice by either Party), or earlier at the request of SVCEA, Contractor shall develop, with reasonable assistance from SVCEA, a written transition assistance plan specifying in detail all activities, and the corresponding timing of such activities, necessary to facilitate an orderly and effective transition of the Services (**"Transition Plan"**). The Transition Plan shall include sections setting out in detail how Contractor will satisfy the specific obligations described in paragraph 5.5.4 below.

5.5.4 Transition Assistance Obligations for Call Center Services (Exhibit A, Section 4)

The Transition Assistance provided by Contractor during the Transition Assistance Period shall include the following services at no additional charge to SVCEA:

a) providing SVCEA or its designees with documentation relating to the services that are necessary or useful to enable the orderly and effective transition of the services to SVCEA and/or a successor contractor;

b) allowing SVCEA to observe Contractor's provision of the services;

c) providing SVCEA and/or a successor contractor with reasonable access to relevant Contractor staff in order to facilitate knowledge transfer, which shall include explanations from such staff of the services, the manner of their provision and reasonably related documentation and providing answers to reasonable questions from SVCEA on the same, provided that Contractor shall not be required to disclose any of commercially sensitive information as part of this process unless such information is necessary for performance of the services by SVCEA or a successor contractor following the expiry of the Transition Assistance Period;

d) Contractor shall provide Transition Assistance in such a manner as to ensure the uninterrupted performance of the services, with no degradation in quality, and avoid disruption in the operation until the successor begins providing services.

5.5.5 Transition Assistance Obligations for Data Manager Services (Exhibit A, Sections 1,2,3,5,6 and 7)

a) Contractor shall provide to SVCEA data and documentation, in a format or formats acceptable to SVCEA, and other information reasonably requested by SVCEA in connection with the transition that is sufficient to enable successor contractor to fully assume the provision of the transitioning services.

b) The processes, systems, and people related to the Data Manager Services within this agreement that are unique to Contractor, will not be included in the Transition Assistance Planning.

6. Contract Materials

Upon the expiration of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") provided by SVCEA to Contractor under this Agreement shall remain the property of SVCEA

and shall be promptly returned to SVCEA. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of SVCEA and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of SVCEA employees. Contractor understands that SVCEA is a Joint Powers Authority made up of the County of Santa Clara and eleven towns and cities within the County. Contractor further understands that this Agreement is made solely with SVCEA and not with any member jurisdiction of the JPA. Contractor further understands and agrees that, pursuant to the Joint Powers Authority Agreement and California law, the debts, liabilities and obligations of SVCEA are its sole responsibility and not the responsibility of its constituent member jurisdictions. Contractor further agrees that it will not seek to recover, or cooperate with any other person or entity to seek to recover, any debt, liability or obligation related to this Agreement from any constituent member jurisdiction of SVCEA. Each Party represents and warrants to the other that: (i) it is validly existing and in good standing in the jurisdiction of its formation; (ii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents or any agreements to which it is a party or any law applicable to it; (iii) it has not filed, does not plan to file, nor has it had filed against it, any bankruptcy proceeding; (iv) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms (subject to any equitable defenses); and (v) it is not a party to or subject to any commitment that may restrict or interfere with this Agreement.

8. Hold Harmless

a. General Hold Harmless

To the extent permitted by law, Contractor shall indemnify and save harmless SVCEA and its board members, officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from or arising out of this Agreement, the performance of any work or services or actions taken under this Agreement, or payments made pursuant to this Agreement, including any claim, suit, or action brought for, or on account of, any of the following, provided that they arise out of acts or omission of the Contractor, Contractor's employees or subcontractors:

(A) Injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) Damage to any property of any kind whatsoever and to whomsoever belonging;

(C) Any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) Any other loss or cost. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which SVCEA has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct, or under a strict liability theory.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This provision shall apply only to the extent of the Contractor's acts and omissions, which shall be deemed to include any contractor, subcontractor, and/or employee of the Contractor, including any person or entity under Contractor's direction and control.

b. Intellectual Property Indemnification

Contractor 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 it provides under this Agreement 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. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless SVCEA from and against all claims, actions, liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this subsection applies only provided that: (a) SVCEA notifies Contractor promptly in writing of any notice of any such third-party claim; (b) SVCEA cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without SVCEA's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on SVCEA, impair any right of SVCEA, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of SVCEA without SVCEA's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes SVCEA's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's expense, either: (i) procure for SVCEA the right to continue using the services without infringement or (ii) replace or modify, subject to SVCEA's prior approval which shall not be unreasonably withheld, conditioned or delayed, the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to SVCEA under this subsection to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for SVCEA (other than modification performed by, or at the direction of, Contractor or performed without the prior, express notification to SVCEA) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by SVCEA in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this subsection shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

a) Except as otherwise provided in subsection (b), below Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of SVCEA, which shall not be unreasonably be withheld, conditioned or delayed. Any such

assignment or subcontract without SVCEA's prior written consent shall give SVCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

b) SVCEA consents to Contractor subcontracting with AnswerNet for the purposes of providing the services described in Exhibit A to this Agreement.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by SVCEA's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish SVCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Contractor shall provide notice in writing, to SVCEA of any pending material change in the limits of liability or of any cancellation or material modification of the policy. Such notice shall be provided to SVCEA within thirty (30) calendar days of Contractor receiving such notice. Such insurance and certificates, which do not limit Contractor'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) calendar days' advance written notice to Silicon Valley Clean Energy Authority, Attention: Chief Executive Officer."

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement commercial general liability insurance that shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall include, at a minimum, the following:

Coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

$1,000,000 each occurrence (combined single limit);

$2,000,000 general aggregate

In addition, Contractor shall take out and maintain during the term of this Agreement, a professional liability policy that shall cover any and all damages, liabilities, financial losses and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) annual aggregate for all claims.

Except for the professional liability insurance policy described above, SVCEA and its officers, agents, employees, and servants shall be named as additional insured on any policies of insurance required by this Agreement. All insurance policies required by this Agreement, including the professional liability insurance policy, shall also contain a provision that (a) the insurance afforded thereby to SVCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the SVCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, SVCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

d. Subrogation Waiver

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

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall, to the extent applicable to Contractor or Contractor's performance, be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or other governmental financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination

Contractor agrees that it shall not harass or discriminate against a job applicant, a Contractor's employee or subcontractor, a SVCEA employee, or any customers of SVCEA, nor shall any person be denied any services provided pursuant to this Agreement on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, sex, age, sexual orientation, or any other legally protected class. In the event that Contractor has been found to have engaged in any discriminatory conduct prohibited by this Section or Section 12 of this Agreement, by a court or other governmental body with jurisdiction over such matter, from which all appeals have been exhausted, such violation be considered a Default under this Agreement. Contractor shall notify SVCEA of such findings as soon as reasonably possible upon Contractor receiving such notice itself.

14. Retention of Records; Right to Monitor and Audit

a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after SVCEA makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by SVCEA, a Federal grantor agency, and the State of California.

b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by SVCEA.

c) Contractor agrees upon reasonable notice to provide to SVCEA, to any Federal or State department having monitoring or review authority, to SVCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine and make and retain copies of all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

d) Contractor agrees to maintain and make available to SVCEA, during regular business hours, accurate books and accounting records relating to its work under this Agreement. SVCEA and Contractor agree that, insofar as Contractor maintains an active trading floor, any such audit, examination, or review, will be conducted off-site at a location mutually acceptable to the Parties, off of Contractor's premises. SVCEA and Contractor agree to work to minimize the impact of any such audit on Contractor's operations. Contractor will, upon request, provide SVCEA with copies to audit, examine and make excerpts and transcripts from such books and records, and to make audits thereof of data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon SVCEA by this Section.

15. Entire Agreement; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights,

duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the Santa Clara County Superior Court.

17. Mediation Prior to Filing a Lawsuit

Except as provided in this Section, the Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, or any other mutually agreed mediator for mediation prior to the filing of a lawsuit.

Either Party may commence such mediation by providing the other Party a written request for mediation-setting forth the subject of the dispute and the relief requested. Such mediation will conclude no later than forty-five (45) calendar days from the date that such written request was received by the other Party, unless such date should fall on a Saturday, Sunday or recognized holiday, in which case the mediation will conclude by 6 PM, Pacific Prevailing Time on the next business day.

The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs, provided, however, that each Party will bear the cost of its own attorneys.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any of the mediators employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either Party to this Agreement may: (1) seek judicial equitable relief, or other equitable relief available to it under applicable statutory and/or case law including but not limited to injunctive relief; (2) exercise any self-help rights; and/or (3) any other rights or remedies available to it by contract or applicable statutory or case law, whether such occurs before, during or after the pendency of any negotiation or mediation, provided, however, in the case of (3) that (i) the Party availing itself of its rights and remedies so described will take only such actions as are necessary to preserve it rights during the pendency of the mediation, and (ii) all applicable statutes of limitation and defenses based upon the passage of time shall be tolled during the pendency of the mediation. The Parties will take such action, if any, required to effectuate such tolling.

The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary rights or remedies or exercise of self-help remedies, all as provided herein, and the pursuit of any such rights or

remedies, shall not constitute a waiver of the right or obligation of any Party, including the plaintiff seeking judicial relief or remedies, to engage in the mediation pursuant to this Article.

18. Information Security

a) General Information Security. All facilities, devices, and methods used by Contractor to store and process SVCEA data will adhere to industry standard best practices, including appropriate administrative, technical, and physical security measures, to protect against threats or hazards to the security or integrity of SVCEA data and to protect against the unauthorized access, disclosure, alteration, use, encryption, corruption, destruction, and loss of SVCEA data. Such measures will include industry standard and up-to-date security tools and technologies such as antivirus protections and intrusion detection methods designed to prevent all manner of breach including but not limited to hacking, phishing, and ransomware. SVCEA data includes customer information, including that provided to Contractor by PG&E.

b) Network Security. Contractor agrees at all times to maintain network security that (at a minimum) includes network firewall provisioning, intrusion detection, and regular vulnerability assessments. Contractor agrees to maintain network security that conforms to generally recognized industry standards and best practices.

c) Application Security. Contractor agrees at all times to provide, maintain, and support its software and subsequent updates, upgrades, and bug fixes according to generally recognized industry standards and best practices such that the software is, and remains secure from known and reasonably anticipated vulnerabilities.

d) Data Security. Contractor agrees to preserve the confidentiality, integrity, and accessibility of SVCEA data with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices. Maintenance of a data security includes but is not limited to the timely application of patches, fixes, and updates to operating systems and applications as provided by vendor or open source support. Data backups should be stored on a separate server and network to insure if a data breach occurs, data can be easily restored. If possible, data backups should be stored in a separate location.

e) Data Storage. Contractor agrees that any and all SVCEA data will be stored, processed, and maintained according to generally recognized industry standards and best practices.

f) Data Transmission. Contractor agrees that any and all electronic transmission or exchange of system and application data with SVCEA and/or any other parties expressly designated by SVCEA shall take place via industry standard secure means.

g) Data Encryption. Contractor agrees to store all SVCEA backup data as part of its designated backup and recovery process in encrypted form, using a commercially supported encryption solution.

h) Data Re-Use. Unless otherwise specifically authorized by SVCEA by writing and in advance of such use, Contractor shall not use any SVCEA data for any purpose other than those required or specifically permitted by the Agreement.

i) Data Ownership. All SVCEA data shall continue to be the property of and under the control of SVCEA.

j) End of Agreement Data Handling. Contractor certifies that SVCEA data shall not be retained or available to Contractor upon completion of the term of the Agreement. Within ninety (90) calendar days of completion of the term of the Agreement, unless this timeline is extended by mutual written agreement, SVCEA data in the possession of Contractor shall be returned and/or destroyed. Where reasonably feasible, Contractor shall, upon request of SVCEA, return all SVCEA data to SVCEA in a format acceptable to SVCEA or if return is not feasible as determined by SVCEA in advance written notice to Contractor, destroy any and all SVCEA data within the timelines specified within this section.

k) Security Breach Notification to SVCEA. Contractor shall report, orally and in writing, to SVCEA any use, disclosure, and/or breach of SVCEA data not authorized by this Agreement or otherwise authorized in writing by SVCEA, including any reasonable belief that an unauthorized individual has accessed SVCEA data and any episode within which SVCEA data has been breached or subjected to a cyber-extortion threat. Contractor shall make the report to SVCEA immediately upon discovery of the event, but in no case more than one (1) business day after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's notice shall identify the nature of the unauthorized use or disclosure, the data used, disclosed, or held for ransom, who made the unauthorized use or received the data if known, what Contractor has done to or shall do to mitigate any effect of the unauthorized use and/or breach, and what corrective action Contractor will take to prevent future similar unauthorized uses, disclosures, or breaches. Contractor shall provide such other information, including a written report, as reasonably requested by SVCEA.

l) Security Breach Notification to Impacted Persons. Contractor agrees to comply with all applicable laws that require the notification of individuals, businesses, and entities, in the event of the unauthorized release, acquisition, or other event requiring notification. Contractor further agrees to assume full responsibility of informing such individuals, businesses, and/or entities of such events in accordance with applicable law.

m) Data Segregation. Contractor agrees to store and maintain all SVCEA data in a manner that preserves its integrity and separation from any data that Contractor may obtain and store for its other clients. Contractor shall not commingle SVCEA data with data obtained from other sources.

n) Contractor and its employees, contractors, officers, agents or successors shall comply with all applicable data security laws and regulations.

o) Contractor shall maintain customer data in compliance with CPUC Decision D.12-08-045, the PG&E Non-Disclosure Agreement, and any customer privacy policy adopted by SVCEA, including a daily backup.

p) Contractor shall maintain NES Security Breach Policy attached hereto as Exhibit C and provide any updates to the Policy within 7 calendar days, excluding changes to the Covered Information Users Lists.

19. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of SVCEA, to:

Name/Title:	Tom Habashi, Chief Executive Officer
Address:	333 W. El Camino Real, Suite 290, Sunnyvale, CA 94087
Telephone:	408-730-7742
Email:	tomh@svcleanenergy.org

In the case of Contractor, to:

Name/Title:	Drake Welch, Vice President – Customer Care
Address:	401 West A Street, Suite 500, San Diego, CA 92101
Telephone:	619-684-8039
Email:	dwelch@noblesolutions.com

Remainder of this page intentionally left blank.

21. Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities on whose behalf they are signing.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

Silicon Valley Clean Energy Authority

By: _____

Tom Habashi
Chief Executive Officer

Date: 12/2/2016

Noble Americas Energy Solutions LLC.

By: _____

Name: James M. Wood
President

Its: President

Date: _____

APPROVED AS TO FORM:

_____
Counsel for Authority

ATTEST:

_____
Authority Clerk

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. Electronic Data Exchange Services:
    a. Process Community Choice Aggregation Service Requests (CCASRs) from/to PG&E which specify the changes to a customer's choice of services such as enrollment in Community Choice Aggregation (CCA) programs, customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
    b. Obtain all customer usage data from PG&E's Metered Data Management Agent (MDMA) server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
    c. Maintain and communicate the amount to be billed by PG&E for services provided by SVCEA (810 Electronic Data Interchange Files).
    d. Receive and maintain all data related to payment transactions toward CCA charges from PG&E after payment is received by PG&E from customers (820 Electronic Data Interchange Files).
    e. Process CCASRs with PG&E when customer status changes.
    f. Participate in the Customer Data Acquisition Program (CDA) beta testing for SmartMeter data sharing as SVCEA's Data Manager.
    g. Obtain customer usage data that would allow SVCEA to bill customers using generation rate structures (e.g., time-of-use periods) that are different from those reflected in the applicable PG&E rate schedule, or provide a comparable solution within 18 months of execution of this agreement.

2. Qualified Reporting Entity (QRE) Services:
    a. Consistent with terms and conditions included in the Qualified Reporting Entity Services Agreement(s) between SVCEA and Contractor, serve as QRE for up to twenty locally situated, small-scale renewable generators supplying electric energy to SVCEA through its feed-in tariff (FIT). In addition to the above, Contractor will perform QRE Services for an additional ten renewable generators under a one-time upfront charge of $2,000 per generator to SVCEA, payable the month after the first month of QRE Service.
    b. Submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) on SVCEA's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
    c. Receive applicable electric meter data from PG&E for SVCEA FIT projects, consistent with PG&E's applicable meter servicing agreement, and provide such data to SVCEA for purposes of performance tracking and invoice creation.

3. Customer Information System:
    a. Establish an operational Customer Relationship Management System ("CRM") within sixty (60) calendar days of contract execution. Establish an operational Customer Information System within sixty (60) calendar days of contract execution.
    b. Maintain an accurate database of all eligible accounts that are located in the SVCEA service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer SVCEA as mutually agreed to by parties from time to time.
    c. Allow SVCEA to have functional access to the online database to add customer interactions and other account notes.
    d. Allow SVCEA to view customer email or written letter correspondence within CRM.
    e. Maintain and provide as-needed historical usage data on all customers for a time period equal to the lesser of either (a) the start of customer service to present or (b) five (5) years.

f. Until a cloud-based storage solutions for SmartMeter historical usage data is implemented, store SmartMeter historical usage data, as received by the MDMA, for a 48 hour window.
g. Maintain viewing access, available to appropriate SVCEA staff, to view PG&E bills for SVCEA customers, including supporting the intuitive parsing and labeling of PG&E provided files. Maintain accessible archive of billing records for all SVCEA customers from the start of SVCEA service or a period of no less than five (5) years.
h. Maintain and communicate as needed records of customers who have been offered service with SVCEA but have elected to opt out, either before or after starting service with SVCEA.
i. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled annually.
j. When requested by SVCEA, place program charges on the relevant customer account, identified by Service Agreement ID (SAID).
k. Identify customers participating in various SVCEA programs in database.
l. Include various program payment information in all relevant reports.
m. Perform quarterly SVCEA program reviews to assess appropriate customer charge level.
n. Maintain all customer data according to SVCEA's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
o. Maintain a Data Management Provider Security Breach Policy.

4. Customer Call Center:
   a. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.
   b. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.
   c. Staff a call center, during any CCA Statutory Enrollment Period, 24 hours a day 7 days a week to process opt out requests.
   d. Staff a call center during Non-Enrollment Period between the hours of 8 AM and 5 PM PST Monday through Friday, excepting SVCEA and PG&E holidays. Provide data on call volumes by day of week, time of day, and nature of request, with a summary of percentage of calls received during various times of day in order to evaluate potential call center hours of operation. Upon request by SVCEA, Contractor agrees to discuss in good faith an increase in the operating hours of the call center and any resulting increase in costs to SVCEA. Any mutually agreed upon changes in the operating hours and costs shall be set forth in an amendment to this Agreement.
   e. Provide sufficient call center staffing to meet the requirements set forth herein, including designating SVCEA specific agents to the extent needed to provide for full functionality and a customer call center supervisor that will serve as the main point of contact between SVCEA and customer call center staff.
   f. Provide sufficient number of Data Manager Experts available to manage escalated calls between the hours of 8 AM and 5 PM PST Monday through Friday, excluding SVCEA and PG&E holidays ("Regular Business Hours"). For the purpose of Exhibit A, Data Manager Experts are designated analyst trained to resolved escalated CCA customer-specific questions related to metered usage, CCA rates including NEM, account status, payments, and program participation.
   g. Contractor will adhere to the following performance standards during Non-Enrollment Periods:
      i. A minimum of 80% of all calls will be answered within 45 seconds. For the purpose of Exhibit A, the time to answer begins one the IVR system transfers the call to call queue and ends once a live agent takes the call.
      ii. A minimum of 98% of calls will be answered within 3 minutes.
      iii. 100% of voicemail messages requiring response receive an acknowledgment response within one (1) business day.
      iv. 95% of voicemail messages requiring response answered or sent to SVCEA (as directed by SVCEA) within one (1) business day.
      v. 100% of voicemail messages requiring response answered or sent to SVCEA (as directed by SVCEA) within three (3) business days.

vi. 100% of emails receive an immediate automated acknowledgement.
vii. 95% of emails requiring customized response answered or sent to SVCEA (as directed by SVCEA) within one (1) business day.
viii. 100% of emails requiring customized response answered or sent to SVCEA (as directed by SVCEA) within three (3) business days.
ix. Achieve a no greater than 5% abandon rate for all calls.

h. Contractor will adhere to the following performance standards during Enrollment Periods:
i. A minimum of 75% of all calls will be answered within 60 seconds.
ii. A minimum of 95% of calls will be answered within 3 minutes.
iii. 100% of voicemail messages requiring response receive an acknowledgment response within one (1) business day.
iv. 95% of voicemail messages requiring response answered or sent to SVCEA (as directed by SVCEA) within one (1) business day.
v. 100% of voicemail messages requiring response answered or sent to SVCEA (as directed by SVCEA) within three (3) business days.
vi. 100% of emails receive an immediate automated acknowledgement.
vii. 95% of emails requiring customized response answered or sent to SVCEA (as directed by SVCEA) within one (1) business day.
viii. 100% of emails requiring customized response answered or sent to SVCEA (as directed by SVCEA within three (3) business days.
ix. Achieve a no greater than 10% abandon rate for all calls.

i. Contractor shall provide monthly reports, which will demonstrate whether these performance standards have been met.
j. Provide callers with the estimated hold time, if applicable. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
k. Record all inbound calls and make recordings available to SVCEA staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
l. Track call center contact quality with criteria including:
i. Use of appropriate greetings and other call center scripts
ii. Courtesy and professionalism
iii. Capturing key customer data
iv. Providing customers with correct and relevant information
v. First-contact resolution
vi. Accuracy in data entry and call coding
vii. Grammar and spelling in text communication (email and chat)
m. Evaluate customer satisfaction through randomized voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
n. Receive calls from SVCEA customers referred to Contractor by PG&E and receive calls from SVCEA customers choosing to contact Contractor directly without referral from PG&E.
o. Provide the call center number on PG&E invoice allowing SVCEA customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
p. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
q. Respond to telephone inquiries from SVCEA customers using a script developed and updated quarterly by SVCEA. For questions not addressed within the script, refer inquiries either back to PG&E or to SVCEA.
r. Respond to customer inquiries within 24 hours, excluding weekends and holidays, including inquiries received either through telephone calls, email, fax or web-portal.
s. Offer bi-annual cross training to PG&E call center in coordination with SVCEA.
t. Participate in coordinative meetings, at SVCEA's request, to promote the resolution of any customer service issues. Such meetings may include SVCEA's management/staff and may require on-site participation by contractor's management/staff.
u. Provide monthly status reports during the first week of each month.

v. Provide weekly status reports during Statutory Enrollment Periods.
w. Use commercially reasonable efforts to make Spanish speaking call center staff available to customers during Regular Business Hours.
x. Provide translation services for inbound calls for the following languages: Spanish, Cantonese, Mandarin, Tagalog, and Vietnamese.
y. Create and maintain online forms for the SVCEA website so that customers may perform program related tasks including, but not limited to, opt-up, opt-down, or opt-out from the Silicon Valley Clean Energy website. These program changes will be integrated into the Customer Relationship Management system on a daily or more frequent basis.
z. At SVCEA's request, host SVCEA meetings with call center management and representatives on a bi-monthly basis.
aa. Forward inbound calls regarding matters under the control of SVCEA, to SVCEA. Forward inbound calls regarding matters under the control of PG&E, to PG&E.
bb. Capture customer communication in CRM in accordance with a protocol for receiving and responding to customer complaints, including a tracking and reporting program. Contractor shall provide said protocol to SVCEA for its review within sixty (60) calendar days of execution of this Agreement.

5. Billing Administration:
   a. Maintain a table of rate schedules offered by SVCEA to its customers.
   b. Send certain SVCEA program charges for non-SVCEA customers, when supported by PG&E, based on information provided to Contractor by SVCEA.
   c. Send certain SVCEA program charges as a separate line item to PG&E for placement on monthly bill during term of repayment.
   d. Apply PG&E account usage for all SVCEA customers against applicable rate to allow for customer billing.
   e. Review application of SVCEA rates to PG&E accounts to ensure that the proper rates are applied to the accounts.
   f. Timely submit billing information for each customer to PG&E to meet PG&E's billing window.
   g. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
   h. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to CCA designated printer.
   i. Provide customer mailing list to SVCEA designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 calendar days of enrollment or opt out.
   j. Send a SVCEA provided letter to customers that are overdue. If no payment is received from the customer after a certain amount of time, issue a CCASR to return customer to PG&E.
   k. Contractor will adhere to the following performance standards for this service:
      i. 99% of SVCEA charges sent to PG&E free of Contractor error on a monthly basis.
      ii. 99.6% of SVCEA charges sent to PG&E free of Contractor error on a rolling 12 month basis.
      iii. 99% of SVCEA charges sent to PG&E will be processed within 3 business days of Contractor loading validated usage data from PG&E EDI files.

6. Settlement Quality Meter Data (SQMD):
   a. For each meter, receive either interval meter reads (usage per fifteen minutes) or a monthly read for scalar meters and SmartMeters. If a scalar meter or SmartMeter, apply the appropriate PG&E dynamic profiles to shape the usage, quantifying usage for each hourly interval.
   b. After hourly reads (fifteen minute interval reads are summed to the hourly interval) for each meter are quantified, loss adjust the usage, per meter and interval, with the appropriate PG&E dynamic loss factor based on voltage level of the account. If after performing quality control and working with PG&E to remedy missing or incorrect usage, there remains any missing reads or reads deemed inaccurate, estimate usage for the respective meter based on historical usage.

c. Aggregate usage for all meters by hour and trade date and provide to Silicon Valley Clean Energy's designated Scheduling Coordinator or directly to CAISO for T+8 and T+48 submissions.
d. Submissions for T+172B (Resettlement) are performed as needed per an agreed upon threshold and process between SVCEA, designated Scheduling Coordinator, and contractor.
e. SVCEA agrees that Contractor shall have no responsibility for any charges or penalties assessed by the CAISO associated with the SQMD under an Indemnity or otherwise.
f. Contractor shall prepare the SQMD using the same level of care that Contractor would use if preparing the SQMD for its own account as a Load Serving Entity (LSE) however, Contractor hereby disclaims in advance that any representation is made or intended that the SQMD is necessarily complete, or free from error.

7. Reporting

Report	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP
Call Center Stats	Weekly, Monthly	Email
Customer Complaints	Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
SVCEA Invoice Summary Reports	Monthly	SFTP
Day To Invoice	Weekly, Monthly	SFTP
100% Opt Up with Address	Weekly, Monthly	SFTP
Utility User Tax (UUT) Where Applicable	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report-Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Overdue Usage	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP
Performance Standards	Monthly	Email

i. Ensure monthly status reports are provided during the first week of each month.
ii. Ensure weekly status reports are provided during all other enrollment periods.

8. Call Center Location

Contractor will ensure that the majority of baseload calls will be answered by personnel physically located within the nine county San Francisco Bay Area. Complex calls and call escalations may be routed to Data Manager Experts located in San Diego. Overflow and after-hour support will be located in Northern California. In no event, will any other services required by this Agreement be performed by employees or agents located outside of the United States.

9. Deliverables

Contractor understands that SVCEA has a strict timeline for launch of its program. Attached as Attachment 1 to Exhibit A is a flow chart version of that timeline. Contractor is ready and able and agrees to perform the services under this Agreement in a manner that will allow SVCEA to meet its timeline, which includes program launch (delivery of power to customers) in April 2017. As the parties agree that time is of the

essence, both Contractor and SVCEA understand that each has deliverables and dependencies on each other to meet the program launch date. Contractor agrees that a failure to perform services in a manner that allows SVCEA to meet its timeline, unless such delay is caused by SVCEA, shall constitute a material breach of this agreement.

10. Definitions
    a. Enrollment Period shall be defined as the three months prior to an automatic mass enrollment of customers into the SVCEA program, the month in which the mass enrollment occurs, and the two months following the mass enrollment. The Enrollment Period takes place over a six month period, beginning with the first Opt-out notice and ending with the completion of the 60-day follow-up notification period.

    b. Non-Enrollment Period shall be defined as any period outside of an Enrollment Period.

Exhibit A - Attachment 1

SVCEA Projected Implementation Timeline

Timeline		Phase 1 - April 2017	Phase 2 - July 2017	Phase 3 - October 2017
Nov-16	11/14	IVR & CSR scripting approved		
Dec-16	12/2	iFrame design approved		
	12/9	iFrame constructed		
	12/15	EDI certification		
Jan-17	1/1	CRM setup & configuration		
	1/1-1/13	Phone center training		
	1/16 - 1/31	First opt out noticing period		
Feb-17	2/1 - 2/28	Second opt out noticing period		
Mar-17	3/1 - 3/31	Quiet period - no notices		
		Reports programming		
		Rates programming		
		PG&E account setup		
Apr-17	4/3 - 4/28	Phase 1 ramp-on month; first full cycle bills begin	First opt out noticing period	
	4/17 - 4/30	Third opt out notice period		
May-17	5/1 - 5/12			
	5/1 - 5/31		Second opt out noticing period	
	5/15 - 5/31	Fourth opt out notice period		
Jun-17	6/1 - 6/9			
	6/9	Enrollment period ends		
	6/1 - 6/30		Quiet period - no notices	
			Rates programming (if needed)	
			PG&E account setup	
Jul-17	7/3 - 7/31		Phase 2 ramp-on month; first full cycle bills begin	First opt out notice period
	7/17-7/31		Third opt out notice period	
Aug-17	8/1-8/11			
	8/1 - 8/31			Second opt out notice period
	8/14 - 8/31		Fourth opt out notice period	
Sep-17	9/1 - 9/8			
	9/8		Enrollment period ends	
	9/1 - 9/30			Quiet period - no notices
				Rates programming (if needed)
				PG&E account setup
	10/2 - 10/31			Phase 3 ramp-on month; first full cycle bills begin
	10/16 - 10/31			Third opt out notice period
Nov-17	11/1 - 11/10			
	11/13 - 11/30			Fourth opt out notice period
Dec-17	12/1 - 12/8			
	12/8			Enrollment period ends

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, SVCEA shall pay Contractor based on the following fee schedule and terms:

Contractor's payment for the services listed in Exhibit A shall be $1.15 per active meter per month for a period of one year following the date on which the first SVCEA customer meter becomes active, and, thereafter, shall be $1.10 per active meter per month. Travel and all start-up costs are included in this price. Contractor will not invoice SVCEA nor will SVCEA owe payments to Contractor sooner than sixty (60) calendar days following the date on which the first SVCEA customer meter becomes active.

Contractor's payment in effect for the services listed in Exhibit A shall escalate annually beginning on April 1, 2020 by the Consumer Price Index for the San Francisco-Oakland-San Jose Area or 3%, whichever is lower.

Notwithstanding any other provision contained in this Agreement, in the event that Contractor enters into an agreement with any other party to provide substantially all of the services listed in Exhibit A at a lower rate per active meter per month than provided herein, Contractor's active meter per month rate provided under this Agreement shall be reduced to match said lower rate. Contractor shall notify SVCEA within five business days of execution of any such agreement and the same reduced rate shall be applicable to SVCEA under this Agreement one month following such rate being charged to the other party. The matched rate shall take precedence over the rate escalation described above and shall not be applied retroactively to any months preceding such rate change.

In the event that SVCEA elects to remove full call center services, the fee shall be reduced by $0.15 per active meter per month.

The Fees defined herein include only those service and items expressly set forth in Exhibit A of this Agreement. Unless otherwise agreed to by SVCEA and the Contractor, any additional deliverable provided by Contractor to SVCEA, at SCVEA's express written request, shall be billed at a labor rate of $150.00 per hour plus any out-of-pocket costs incurred by Contractor without mark-up.

EXHIBIT C

Noble Americas Energy Solutions

Covered Information Security Breach Policy and Procedure as Agent for Community Choice Aggregators

Updated September 29, 2016

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CCA Privacy Policy

Introduction

Scope

This document outlines the Procedure for detecting and reporting security breaches that impact Community Choice Aggregation ("CCA") clients in regard to their customers' Covered Information.

The Procedure applies to the below listed activities, which constitute a Security Breach of Covered Information:

1) Unauthorized access
2) Unauthorized destruction
3) Unauthorized use
4) Unauthorized modification
5) Disclosure to third parties for Secondary Purposes (see below)

The aforementioned activities pertain to residential and small commercial usage data at the service account level ("Covered Information").

Aggregated usage data that cannot be used to identify an individual account falls outside the scope and is not Covered Information.

Related Documents

Attachment 1	**Covered Information Users List (Revenue Manager)**
Attachment 2	**Covered Information Users List (Microsoft Dynamics CRM)**
Attachment 3	**CCA Privacy Policy**

Terms and Definitions

Covered Entity	A "covered entity" is (1) and Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers), or any third party that provides services to a Community Choice Aggregator or Electrical Service Provider (when providing service to residential or small commercial customers) under contract, (2) any third party who accesses, collects, stores, uses or discloses covered information pursuant to an order of the Commission, unless specifically exempted, who obtains this information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers) or (3) any third party, when authorized by the customer, that accesses, collects, stores, uses, or discloses covered information from an electrical corporation, a Community Choice Aggregator or an Electrical Service Provider (when providing service to residential or small commercial customers).

Covered Information	"Covered information" is any usage information obtained through the use of the capabilities of Advanced Metering Infrastructure when associated with any information that can reasonable be used to identify an individual, family, household, residence, or non-residential customer, except that covered information does not include information from which identifying information has been removed such that an individual, family, household, or residence, or non-residential customer cannot reasonable be identified or re-identified. Covered information, however, does not include information provided to the Commission pursuant to its oversight responsibilities.
Primary Purposes	The "primary purposes" for the collection, storage, use or disclosure or covered information are to: (1) Provide or bill electrical power or gas, (2) Provide for system, grid, or operational needs, (3) Provide services as required by state or federal law or as specifically authorized by an order of the Commission, or as part of a Commission authorized program conducted by a governmental entity under the supervision of the Commission.
Secondary Purpose	"Secondary purpose" means any purpose that is not a primary purpose.
Non-Covered Entity	"Non-Covered Entity" means any entity not defined as a Covered Entity
Revenue Manager	Nexant RevenueManager® is a fully integrated, customer care, billing, and contract management software platform for retail energy markets. Billing agents can support multiple commodities through the entire customer lifecycle—from prospecting, to customer acquisition, customer service, and billing—in residential, commercial, and industrial markets.
CRM	Microsoft Dynamics CRM is a customer relationship management solution that helps companies improve marketing, sales, and service engagement with their customers to drive organizational efficiency, while helping to improve customer experience.

Responsible Parties

Noble CCA Team	CCA Operations, CCA Services
AnswerNet CSR	Customer Service Representatives, Supervisors
Application Support	System Administrators
Noble IT Operations	Noble Americas Energy Solutions IT Support Organization
CCA	Community Choice Aggregator Staff and Third Parties contracted by CCA

Procedure

(1) Detecting and Reporting of Security Breaches

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a. All Responsible Parties are required to protect Covered Information from unauthorized access, unauthorized destruction, unauthorized use, unauthorized modification, or disclosure to non-Covered Entities for Secondary Purposes.
b. Any requests by non-Covered Entities, for access to CCA's customer usage data must be reviewed and approved by a manager level Noble Americas Energy Solutions employee or higher to ensure no inadvertent release of Covered Information.
c. All authorized releases of Covered Information to non-Covered Entities shall be logged and reported to affected CCAs on an annual basis for CCA's reporting purposes.
d. Any discovery of a security breach of Covered Information must be reported to the affected CCA within one (1) week of detection.
e. Any Security Breach affecting 1,000 or more accounts associated with the same CCA must also be reported to the California Public Utilities Commission's Executive Director.

(2) Security Breach Handling Procedure

a. The discovering party, after receiving complaint/notification email from an external source, or having detected/discovered any Security Breaches of Covered Information contained in Revenue Manager, must contact the Noble Americas Energy Solutions CCA Operations Manager immediately. If the CCA Operations Manager is unavailable, the discovering party must notify the Vice President of Customer Care.
b. The CCA Operations Manager will quantify and validate the type and extent of the Security Breach and report to the affected CCA in writing. The report will contain enough information, if available, for the affected CCA to quantify the extent and the impact of the Security Breach and will identify a contact at Noble Americas Energy Solutions that will be responsible as primary contact for the CCA in regards to the Security Breach.
    i. A Security Breach that affects 1,000 or more accounts are to be reported in writing to the California Public Utilities Commission's Executive Director in addition to the affected CCA.
c. Within sixty (60) days of the end of a calendar year, the CCA Operations Manager will review all annual discoveries of a Security Breach of Covered Information and prepare a summary report to the CCA.

(3) Review of the Covered Information Security Breach Policy and Procedure as Agent for Community Choice Aggregators

a. At least annually, the CCA Operations Manager will review the Covered Information Security Breach Policy and Procedure as Agent for Community Choice Aggregators documentation to update the material for any changes, revisions or modifications based on experience(s). This includes reviewing and updating Attachment 1 and confirming that the policy documentation has the most current version of Attachment 2.

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b. Any proposed changes to the Covered Information Security Breach Policy and Procedure as Agent for Community Choice Aggregators documentation shall be reviewed and approved by the Vice President, Customer Care.

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Attachment 1

Covered Information Users List (Revenue Manager)

Updated Quarterly

Noble Application Support	Noble CCA Team	Noble Settlements	Auditor
Afam Egbochuku	Amber Olinghouse	Frederick Siegrist	Cathy Preisendorfer
Joby Paradiso-Francis	Andrew Fry	Richa Saxena	
Josh Rice	Anh Pham		
Juliana Lambert	Calvin Nguyen		
Krishna Kussalanant	Evan Vuong		
Megan Reiger	Flora Wai		
Pol Sandro-Yepes	Garon Deffley		
Sam Schmidt	Hugh Gerdes		
	Jennifer Harris		
	Krystal Villanueva		
	Matthew Davis		
	Matthew Laverdure		
	Paul Soco		
	Paula White		
	Peter Sneathen		
	Robert Clay		
	Roberta Melgarejo		
	Slater Lee		
	Zack Guttroff		

Attachment 2

Covered Information Users List (CRM)

Updated Quarterly

CCA	Noble	AnswerNet
	Amber Olinghouse	Brenda D'Arrigo
	Andrew Fry	Chris Williams
	Calvin Nguyen	Isabel Alcala
	Evan Vuong	Julie Perez
	Hugh Gerdes	Karen White
	Jennifer Harris	Kimberly Williams
	Krishna Kussalanant	Leila Peoples
	Krystal Villanueva	Mariah Dutra
	Michael Estes	Ray Crow
	Paul Soco	Samica Anderson
	Paul Wyles	Syna Chham
	Paula White	
	Pol Sandro-Yepes	
	Robert Clay	
	Roberta Melgarejo	
	Sam Schmidt	
	Tony Choi	

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AMENDMENT to the
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND CALPINE ENERGY SOLUTIONS, LLC
As of November 1, 2016
Amendment Effective Date: April 3, 2018

This Amendment is made and entered into by and between Contractor and SVCEA. Effective upon the Amendment Effective Date, SVCEA and Contractor hereby agree to amend that certain Agreement Between the Silicon Valley Clean Energy Authority and Calpine Energy Solutions, LLC dated as of November 1, 2016, as may be amended through such Amendment Effective Date (the "Original Agreement").

For good and sufficient consideration, including the mutual covenants set forth in this Amendment, all of the following terms, conditions, covenants, and representations set forth in this Amendment are hereby incorporated by reference as part of the Original Agreement, which together shall hereafter constitute the "Agreement."

I. The Original Agreement is hereby amended by deleting Section 4 of Exhibit A in its entirety and replacing it with the following:

"4. Customer Call Center:
   a. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.
   b. Provide option for IVR self-service and track how many customers start and complete self- service options without live-agent assistance.
   c. Through July 1, 2018, staff a call center 24 hours a day 7 days a week to process opt out requests only.
   d. Staff a call center between the hours of 7 AM and 7 PM PPT Monday through Friday, excepting SVCEA and PG&E holidays. Provide data on call volumes by day of week, time of day, and nature of request, with a summary of percentage of calls received during various times of day in order to evaluate potential call center hours of operation. Upon request by SVCEA, Contractor agrees to discuss in good faith an increase in the operating hours of the call center and any resulting increase in costs to SVCEA. Any mutually agreed upon changes in the operating hours and costs shall be set forth in an amendment to this Agreement.
   e. Provide sufficient call center staffing to meet the requirements set forth herein, including designating SVCEA specific agents to the extent needed to provide for full functionality and a customer call center supervisor that will serve as the main point of contact between SVCEA and customer call center staff.
   f. Provide sufficient number of Data Manager Experts available to manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding SVCEA and PG&E holidays ("Regular Business Hours"). For the purpose of Exhibit A, Data Manager Experts are designated analyst trained to resolved escalated CCA customer-specific questions related to metered usage, CCA rates including NEM, account status, payments, and program participation.
   g. [Reserved]
   h. Contractor will adhere to the following performance standards:
      i. A minimum of 80% of all calls will be answered within 45 seconds.
      ii. A minimum of 90% of calls will be answered within 3 minutes.
      iii. 100% of voicemail messages requiring response receive an acknowledgment response within one (1) business day.
      iv. 95% of voicemail messages requiring response answered or sent to SVCEA (as directed by SVCEA) within one (1) business day.
      v. 100% of voicemail messages requiring response answered or sent to SVCEA (as directed by SVCEA) within three (3) business days.
      vi. 100% of emails receive an immediate automated acknowledgement.
      vii. 95% of emails requiring customized response answered or sent to SVCEA (as directed by SVCEA) within one (1) business day.
      viii. 100% of emails requiring customized response answered or sent to SVCEA (as directed by SVCEA within three (3) business days.
      ix. Achieve a no greater than 5% abandon rate for all calls.
   i. Contractor shall provide monthly reports, which will demonstrate whether these performance standards have been met.

j. Provide callers with the estimated hold time, if applicable. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
k. Record all inbound calls and make recordings available to SVCEA staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
l. Track call center contact quality with criteria including:
    i. Use of appropriate greetings and other call center scripts
    ii. Courtesy and professionalism
    iii. Capturing key customer data
    iv. Providing customers with correct and relevant information
    v. First-contact resolution
    vi. Accuracy in data entry and call coding
    vii. Grammar and spelling in text communication (email and chat)
m. Evaluate customer satisfaction through randomized voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
n. Receive calls from SVCEA customers referred to Contractor by PG&E and receive calls from SVCEA customers choosing to contact Contractor directly without referral from PG&E.
o. Provide the call center number on PG&E invoice allowing SVCEA customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
p. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
q. Respond to telephone inquiries from SVCEA customers using a script developed and updated quarterly by SVCEA. For questions not addressed within the script, refer inquiries either back to PG&E or to SVCEA.
r. Respond to customer inquiries within 24 hours, excluding weekends and holidays, including inquiries received either through telephone calls, email, fax or web-portal.
s. Offer bi-annual cross training to PG&E call center in coordination with SVCEA.
t. Participate in coordinative meetings, at SVCEA's request, to promote the resolution of any customer service issues. Such meetings may include SVCEA's management/staff and may require on-site participation by contractor's management/staff.
u. Provide monthly status reports during the first week of each month.
v. Provide weekly status reports during Statutory Enrollment Periods.
w. Use commercially reasonable efforts to make Spanish speaking call center staff available to customers during Regular Business Hours.
x. Provide translation services for inbound calls for the following languages: Spanish, Cantonese, Mandarin, Tagalog, and Vietnamese.
y. Create and maintain online forms for the SVCEA website so that customers may perform program related tasks including, but not limited to, opt-up, opt-down, or opt-out from the Silicon Valley Clean Energy website. These program changes will be integrated into the Customer Relationship Management system on a daily or more frequent basis.
z. At SVCEA's request, host SVCEA meetings with call center management and representatives on a bi-monthly basis.
aa. Forward inbound calls regarding matters under the control of SVCEA, to SVCEA. Forward inbound calls regarding matters under the control of PG&E, to PG&E.
bb. Capture customer communication in CRM in accordance with a protocol for receiving and responding to customer complaints, including a tracking and reporting program. Contractor shall provide said protocol to SVCEA for its review within sixty (60) calendar days of execution of this Agreement."

II. **All capitalized terms used, but not defined, in this Amendment shall have the meanings set forth in the Agreement. As modified by this Amendment, the Agreement shall remain in full force and effect.**

III. **This Amendment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The Parties agree that, if a copy of this Amendment is**

executed by a Party and transmitted to the other Party by facsimile, the copy received shall be deemed for all legal purposes to be an original executed by the transmitting Party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Amendment as of the Amendment Effective Date.

For CONTRACTOR:
CALPINE ENERGY SOLUTIONS, LLC

By: _____

Title: James M. Wood
President

For SVCEA:
SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____

Title: CEO

SECOND AMENDMENT to the
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND CALPINE ENERGY SOLUTIONS, LLC
As of November 1, 2016
Amendment Effective Date: August 14, 2019

This Second Amendment is made and entered into by and between Calpine Energy Solutions, LLC ("Contractor") and Silicon Valley Clean Energy Authority ("SVCEA"). Effective upon the Amendment Effective Date, SVCEA and Contractor hereby agree to amend that certain Agreement Between the Silicon Valley Clean Energy Authority and Calpine Energy Solutions, LLC dated as of November 1, 2016, to extend the term of such Agreement (the "Original Agreement").

For good and sufficient consideration, including the mutual covenants set forth in this Amendment, all of the following terms, conditions, covenants, and representations set forth in this Amendment are hereby incorporated by reference as part of the Original Agreement, which together shall hereafter constitute the "Agreement."

I. The Original Agreement is hereby amended by deleting Item 4 in its entirety and replacing it with the following:

"4. Term
Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be from November 1, 2016 through June 30, 2020. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least one hundred eighty (180) calendar days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement."

II. All capitalized terms used, but not defined, in this Amendment shall have the meanings set forth in the Agreement. As modified by this Amendment, the Agreement shall remain in full force and effect.

III. This Amendment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The Parties agree that, if a copy of this Amendment is executed by a Party and transmitted to the other Party by facsimile, the copy received shall be deemed for all legal purposes to be an original executed by the transmitting Party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Second Amendment as of the Amendment Effective Date.

For CONTRACTOR:
CALPINE ENERGY SOLUTIONS, LLC

SW for DW

By: _____

Title: James M. Wood
President

For SVCEA:
SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____

Title: Chief Executive Officer

THIRD AMENDMENT to the
AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND CALPINE ENERGY SOLUTIONS, LLC
As of November 1, 2016
Amendment Effective Date: January 1, 2020

This Third Amendment is made and entered into by and between Calpine Energy Solutions, LLC ("Contractor") and Silicon Valley Clean Energy Authority ("SVCEA"). Effective upon the Amendment Effective Date, SVCEA and Contractor hereby agree to amend that certain Agreement Between the Silicon Valley Clean Energy Authority and Calpine Energy Solutions, LLC dated as of November 1, 2016.

For good and sufficient consideration, including the mutual covenants set forth in this Amendment, all of the following terms, conditions, covenants, and representations set forth in this Amendment are hereby incorporated by reference as part of the Original Agreement, which together shall hereafter constitute the "Agreement."

I. The Original Agreement is hereby amended by deleting Item 4 in its entirety and replacing it with the following:

"4. Term
Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be from November 1, 2016 through December 31, 2024. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least one hundred eighty (180) calendar days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement."

II. The Original Agreement is hereby amended by adding a new Item 5.f:

"5. f) Early Termination Option. Upon ninety (90) days' advance notice to the other party, this Agreement may be terminated by the Chief Executive Officer of SVCEA or his/her designee on December 31, 2022 subject to an early termination fee of $ 280,000 or on December 31, 2023 subject to an early termination fee of $ 140,000."

III. The Original Agreement is hereby amended by deleting Item 3. c) in its entirety and replacing it with the following Item 3. c):

"c) For any month in which Contractor has failed to meet the performance standards specified in Exhibit A, Sections II.4(g), II.4(h) and II.5(k), SVCEA shall have the right to reduce payment of any invoice by $20,000 as liquidated damages as provided in this section. Prior to exercising this right, SVCEA shall provide written notice to Contractor that identifies the performance standard(s) that SVCEA believes have not been met and states SCVEA's intent to invoke this subsection if the failure to achieve such performance standard(s) are not remedied within thirty (30) calendar days. The Parties shall then confer to establish a plan to remedy such failure, which plan may provide a different deadline for remedying of the failure at the mutual agreement of the Parties. In the event that Contractor is unable to achieve such remedy by the deadline established by the Parties or in the absence of such mutually agreed to deadline, 30 calendar days after SVCEA's notification, SCVEA may exercise its rights under this subsection to reduce payment of each subsequent invoice by $20,000 until the failure is remedied. The foregoing liquidated damages payment shall be limited to $20,000 per month regardless of how many performance standards are not met. SVCEA and Contractor agree that Contractor's failure to comply with these standards may cause SVCEA to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by SVCEA of actual damages, including increased opt-out rates, reputational harm and general customer dissatisfaction, and these liquidated damages represent a fair, reasonable and appropriate estimate thereof. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and Contractor agrees to pay such liquidated damages in the form of a reduction in invoice payment if it fails to meet the performance standards without limiting SVCEA's right to terminate this Agreement for default as provided by Section S(b) of this Agreement."

IV. The Original Agreement is hereby amended by deleting Exhibit A and Exhibit B in their entirety and replacing them with the Exhibit A and Exhibit B attached hereto.

V. All capitalized terms used, but not defined, in this Amendment shall have the meanings set forth in the Agreement. As modified by this Amendment, the Agreement shall remain in full force and effect.

VI. This Amendment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The Parties agree that, if a copy of this Amendment is executed by a Party and transmitted to the other Party by facsimile, the copy received shall be deemed for all legal purposes to be an original executed by the transmitting Party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Second Amendment as of the Amendment Effective Date.

For CONTRACTOR:
CALPINE ENERGY SOLUTIONS, LLC

SW
for PY

By: _____

Title: James M. Wood
President

For SVCEA:
SILICON VALLEY CLEAN ENERGY AUTHORITY

DocuSigned by:
Girish Balachandran
5CA64B9AC4C24C3...

By: _____

Girish Balachandran

Title: _____

CEO

Exhibit A

I. **Definitions.**

"Ad Hoc Request" or "Ad Hoc" refers to services, including: new services, additional services or significant modifications to current services, requested by SVCEA that fall outside the scope of what Calpine is contractually obligated to provide under the terms of this Agreement. In the event of SVCEA requesting Ad Hoc services, SVCEA shall specify in reasonable detail the nature, business reason and scope of the request and Calpine will use commercially reasonable efforts to deliver Ad Hoc items to SVCEA in a timely manner. Any Ad Hoc Request may be subject to the fee schedule set forth in Exhibit B, Section 4.

"Agreement Holidays" refers to SVCEA Holidays and PG&E Holidays and Calpine Holidays.

"Billing Window" refers to the period starting on the meter read date and ending 10 calendar days later. Submission of bill data must occur during this period for the CCA charges to appear on the consolidated PG&E bill.

"Billing Determinants" are used in the Rate Schedule to calculate the charge or credit due. Billing Determinants can define a time period, as in the case of Time-Of-Use rates that have various significance periods such as on-peak, off-peak, mid-peak, etc., or can be defined as factors that are to be considered when calculating the final customer charge such as discount services or additional charges that deviate from the Rate Schedule's standard structure, among others.

"Billing Error" refers to the incorrect billing of an account due to an error by Calpine. This does not include errors caused by incorrect or incomplete data provided by PG&E.

"Budget Billing" refers to averaging annual energy costs over the previous 12 months to determine a monthly payment amount and is re-balanced every three months, adjusting the bill up or down based on the previous four months' usage.

"Business Day" means all calendar days other than those days on which the Federal Reserve member banks in New York City are authorized or required by law to be closed, and shall be between the hours of 8:00 a.m. and 5:00 p.m. Pacific Prevailing Time for the relevant Party's principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the Notice, payment or delivery is being sent and by whom the Notice or payment or delivery is to be received.

"Calpine Holidays" refers to those days in a calendar year that Contractor observes as holidays, which includes the following twelve (12) days: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Any changes to this schedule must be approved in advance by SVCEA.

"CARE" refers to the California Alternate Rates for Energy program administered by PG&E which provides discounts on energy bills for income qualified households designated by PG&E.

"Customer Data Acquisition" refers to acquisition of customer electricity usage data from PG&E.

"Community Choice Aggregation/Aggregator" or ("CCA") refers to local government entities or joint powers agencies whose governing boards have elected to acquire and provide electric power and energy services to utility end-use customers located within their service area(s), as set forth in California Public Utilities Code Section 366.2 and other California Public Utilities Commission (CPUC) directives.

"CCA Service" means the sale of retail electric power by a Community Choice Aggregator, to utility end-use customers located within its service area(s), as set forth in California Public Utilities Code Section 366.2 and other California Public Utilities Commission (CPUC) directives.

"CCA Service Customer" means a PG&E customer taking CCA Service from SVCEA.

"CCA Service Request" or ("CCASR") means a request in a form approved by PG&E to change a CCA customer's or utility customer's choice of services, which could include returning a CCA customer to bundled utility service or direct access service.

"Customer Information System" or ("CIS") refers to the systems used by Calpine to store SVCEA customer-specific information, including account enrollment status, rate tariff, payment history, collection status, correspondence and other information that is necessary for Calpine to effectively administer Data Manager Services.

"Customer Relationship Manager" or ("CRM") refers to an online software platform populated by a database and designed to manage and analyze customer interactions and data through the customer lifecycle with the goal of improving business relationships with customers, assisting in customer retention and driving customer participation.

"Direct Access Customer" refers to a PG&E customer purchasing retail power from an Electric Service Provider.

"Electronic Data Interchange" or ("EDI") refers to the transfer of data between PG&E and Calpine related to CCA Service Customers of. The EDI transaction sets used for Data Manager Services are as follows:

248 – Daily Billing Files
810 – CCA invoice information that appears on customer's PG&E bill
814 – CCA enrollments, changes, opt outs and disconnects
820 – Remittance advice identifying the detail needed to perform cash application to accounts receivable by customer
824 – Application Advice for Invoices, used to reject invoice transactions
867 – Electric meter usage data by customer account
997 - Functional Acknowledgement

"FERA" refers to the Family Electric Rate Assistance Program which is a statewide program in which families whose household income slightly exceeds the CARE allowance can qualify to receive FERA discounts on their electricity bill.

"First-Contact or First Call Resolution" refers to addressing a customer's need the first time they contact or call for assistance, thereby eliminating the need for the customer to follow up with a second call.

"Interactive Voice Response" or ("IVR") refers to the call center voice-recorded system that enables customers, through keypad input, to select options related to their account or access a live call center agent.

"Local Distribution Company" or "Utility Distribution Company" ("LDC" or "UDC") refers to the relevant electric utility (such as Pacific Gas and Electric Company).

"Mass Enrollment" refers to the phase-in of a group of new customers (who have not opted out prior to receiving CCASR) onto CCA Service over one billing cycle beginning with each customer's regularly scheduled meter read date, as further defined in PG&E's Electric Schedule E-CCA.

"Medical Baseline" refers to the Medical Baseline Allowance program administered by PG&E which provides a higher baseline quantity on energy bills for eligible customers designated by PG&E.

"Meter Data Management Agent" or ("MDMA") Services include: reading customers' meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to SVCEA and PG&E standards.

"Net Energy Metering" refers to one of the various Net Energy Metering programs administered by PG&E as described in its Electric Schedules, for which SVCEA may provide bill credits for qualifying self-generation to participating CCA Service customers.

"North American Industry Classification System" or ("NAICS") refers to the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data.

"Non-Enrollment Period" refers to any other period that is not a Statutory Enrollment Period.

"On Bill Repayment" refers to a financing option in which a utility or private lender supplies capital to a customer to fund energy efficiency, renewable energy, or other projects and is repaid through regular payments on an existing utility bill.

"PG&E Holidays" refers to those days in a calendar year that PG&E observes as holidays.

"Qualified Reporting Entity" or ("QRE") refers to an entity authorized by WREGIS to submit meter data associated with renewable energy on behalf of the generator owner using the WREGIS application.

"Rate Schedule" refers to the rate buildout, or formula, that includes all the necessary Billing Determinants, and the values applied to each, used to calculate charges or credits per unit of electricity consumed (kWh) or per unit of demand (kW).

"Rate Template" refers to a predefined format used to communicate Rate Schedule(s) from SVCEA to Calpine. A Rate Template is considered valid once Calpine has reviewed the information it contains to ensure it meets the expected formatting requirements and the Rate Schedule(s) it contains align with published SVCEA tariffs.

"Self Service" refers to data that SVCEA can obtain and access through the Data Tools, upon its implementation, or to processes or actions which SVCEA can perform without the assistance of Calpine staff. Should SVCEA request data from Calpine that is available via Self Service or request Calpine perform a process or action that SVCEA can perform via Self Service, this shall be considered an Ad Hoc Request and is subject to the fees listed in Exhibit B, Section 4.

"Service Agreement" refers to the agreement between customers and PG&E documenting the customer's billing arrangement, including rate plan, used to calculate PG&E charges.

"Settlement Quality Meter Data" or ("SQMD") refers to meter data gathered, edited, validated, and stored in a settlement-ready format, for settlement and auditing purposes.

"SVCEA-Designated Third Party" refers to any third party that acts in the place or stead of SVCEA under the terms of the Agreement. For the avoidance of doubt, any such SVCEA-Designated Third Party shall abide by and be bound by the terms of the Agreement, in the same way as SVCEA.

"SVCEA Data" refers to all data and information provided, collected, or produced on SVCEA's behalf in connection with the services provided under this Agreement; including, but not limited to, confidential personally identifiable information or utility customer data protected under state privacy laws, billing data, usage data, Settlement Quality Meter Data, enrollment information, contact history, and any other confidential or proprietary information that relates to current, prospective, or former SVCEA customers.

"SVCEA Holidays" refers to those days in a calendar year that SVCEA observes as holidays.

"SVCEA Service Area" refers to all cities, towns, counties, and unincorporated areas that have selected electric generation service from SVCEA.

"Statutory Enrollment Period" refers to the three-month period prior to a Mass Enrollment, the month in which the Mass Enrollment occurs, and the two months following Mass Enrollment. The Statutory Enrollment Period takes place over a six-month period.

"Structural Rate Change" refers to a rate change that alters one or more Billing Determinants within a Rate Schedule buildout by changing the definition of the Billing Determinant itself and/or adding and/or removing one or more Billing Determinants to an existing buildout.

"Value Only Rate Change" refers to a rate change that alters only the values applied to each of the Billing Determinants in a given Rate Schedule buildout, keeping the existing buildout intact.

"Western Region Energy Generation Information System" or ("WREGIS") refers to the independent, renewable energy tracking system for the region covered by the Western Electricity Coordinating Council (WECC).

II. <u>In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:</u>

1. Electronic Data Exchange Services:

    a. Process CCA Service Requests (CCASRs) from/to PG&E which specify the changes to a customer's choice of services such as enrollment in CCA programs,

customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).

b. Obtain all customer usage data from PG&E's Metered Data Management Agent (MDMA) server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).

c. Maintain and communicate the amount to be billed by PG&E for services provided by SVCEA (810 Electronic Data Interchange Files).

d. Receive and maintain all data related to payment transactions toward CCA charges from PG&E after payment is received by PG&E from customers (820 Electronic Data Interchange Files).

e. Process CCASRs with PG&E when customer status changes.

2. Qualified Reporting Entity (QRE) Services:

a. Consistent with terms and conditions included in the QRE Services Agreement(s) between SVCEA and Contractor, serve as QRE for up to thirty (30) locally situated, small-scale renewable generators or other distributed energy resources supplying electric energy to SVCEA through a feed-in tariff (FIT) or other mechanism. In the event the number of such resources exceeds that allowed herein, both Parties agree to jointly discuss and determine a mutually agreeable solution to address the excess number of resources.

b. Submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) on SVCEA's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.

c. Contractor shall receive applicable electric meter data from PG&E for SVCEA distributed energy resource projects, consistent with PG&E's applicable meter servicing agreement, and shall provide such data to SVCEA for purposes of performance tracking and invoice creation.

3. Customer Information System:

a. Maintain an accurate database of all eligible accounts who are located in the SVCEA service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer SVCEA as mutually agreed to by parties from time to time.

b. Allow SVCEA to have functional access to the online database to add customer interactions and other account notes.

c. Allow SVCEA to view customer email or written letter correspondence within online database.

d. Maintain historical usage data on all customers for a time period equal to the lesser of either (a) the start of customer service to present or (b) five years.Maintain viewing access, available to appropriate SVCEA staff, to view PG&E bills for SVCEA customers, including supporting the intuitive parsing and labeling of PG&E provided files. Maintain accessible archive of billing records for all SVCEA customers from the start of SVCEA Service or a period of no less than five years.

e. Maintain and communicate as needed record of customers who have been offered service with SVCEA but have elected to opt out, either before or after starting service with SVCEA.

f. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled as per SVCEA's Net Energy Metering policy.

g. When requested by SVCEA, place program charges on the relevant customer account, referenced by its unique identifier.

h. Identify customers participating in various SVCEA programs in database.

i. Include various program payment information in all relevant reports.

j. Perform quarterly SVCEA program reviews to assess appropriate customer charge level.

k. Maintain all customer data according to SVCEA's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.

l. Maintain a Data Management Provider Security Breach Policy.

4. Customer Call Center:

a. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.

1. In the event third party services are required to translate prompts or scripts into languages specified by SVCEA, any charges incurred by Contractor as a result of these will be passed by Contractor onto SVCEA in accordance with Exhibit B, Section 3.

b. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.

c. Staff a call center between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding Agreement Holidays.

1. No less than 2 client service representatives will be dedicated to SVCEA unless both Parties mutually agree to adjust staffing levels after reviewing call volumes and related call center statistics.

2. Any remaining call center representatives needed to support call volumes are to be shared among SVCEA, Peninsula Clean Energy, and San Jose Clean Energy.

d. At SVCEA's written request, subject to the corresponding price set forth in Exhibit B and with three (3) months' notice prior to taking effect, staff a call center between the hours of 7 AM and 8 AM PPT, and 5 PM and 7 PM PPT, Monday through Friday, excluding Agreement Holidays.

e. At SVCEA's written request, subject to the corresponding price set forth in Exhibit B and with three (3) months' notice prior to taking effect, staff a call center using only client service representatives dedicated to SVCEA, except for cases in which Contractor personnel may, from time to time, support the call center client service representatives.

f. Provide sufficient number of Contractor staff available to manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding Agreement Holidays

g. Contractor will adhere to the following performance standards during Non-Enrollment Periods:

1. Ensure that a minimum of 80% of all calls will be answered within 45 seconds.

2. Ensure that a minimum of 90% of all calls will be answered within 3 minutes.

3. Achieve a no greater than 5% abandon rate for all calls

4. 100% of voicemail messages answered within one (1) Business Day and provide report to SVCEA upon request that substantiates this requirement has been met.

5. 100% of emails receive an immediate automated acknowledgement and provide report upon request to SVCEA that substantiates this requirement has been met.

6. 95% of emails receive a customized response within one (1) Business

Day and provide report to SVCEA upon request that substantiates this requirement has been met.

7. 100% of emails receive a customized response within three (3) Business Days and provide report to SVCEA upon request that substantiates this requirement has been met.

h. Contractor will adhere to the following performance standards during Statutory Enrollment Periods:

1. Ensure that a minimum of 75% of all calls will be answered within 60 seconds.

2. 100% of voicemail messages answered within one (1) Business Day and provide report to SVCEA upon request that substantiates this requirement has been met.

3. 100% of emails receive an immediate automated acknowledgement and provide report upon request to SVCEA that substantiates this requirement has been met.

4. 95% of emails receive a customized response within one (1) Business Day and provide report to SVCEA upon request that substantiates this requirement has been met.

5. 100% of emails receive a customized response within three (3) Business Days and provide report to SVCEA upon request that substantiates this requirement has been met.

6. Achieve a no greater than 10% abandon rate for all calls.

i. Provide sufficient call center staffing to meet the requirements set forth herein.

j. Provide callers with the estimated hold time, if applicable. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.

k. Record all inbound calls and make recordings available to SVCEA staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.

l. Track call center contact quality with criteria including:

1. Use of appropriate greetings and other call center scripts

2. Courtesy and professionalism

3. Capturing key customer data

4. Providing customers with correct and relevant information

5. First-contact resolution

6. Accuracy in data entry and call coding

7. Grammar and spelling in written communications (email and chat)

m. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.

n. Respond to customer emails.

o. Receive calls from SVCEA customers referred to Contractor by PG&E and receive calls from SVCEA customers choosing to contact Contractor directly without referral from PG&E.

p. Provide the call center number on PG&E invoice allowing SVCEA customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.

q. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.

r. Respond to telephone inquiries from SVCEA customers using a script developed and updated quarterly by SVCEA. For questions not addressed within the script, refer inquiries either back to PG&E or to SVCEA.

s. Respond to customer inquiries received through telephone calls, email, fax and/or web-portal within the times and guidelines in Exhibit A, Section II.4.

t. Upon request, coordinate with PG&E and other PG&E territory CCAs to participate in call center reviews up to twice per calendar year.

u. Ensure monthly statistics reports are provided in a timely and consistent manner as mutually agreed upon by Parties.

v. Provide recurring statistics reports focused on Call Center activities in a timely and consistent manner as mutually agreed upon by Parties.

w. Use commercially reasonable efforts to make Spanish speaking call center staff available to customers during Regular Business Hours.

x. Provide translation services for inbound calls for the following languages: Spanish, Cantonese, Mandarin, Tagalog, and Vietnamese.

y. Create and maintain online forms for the SVCEA website so that customers may perform program related tasks including, but not limited to, opt-up, opt-down, or opt-out from the Silicon Valley Clean Energy website. These program changes will be integrated into the Customer Relationship Management system on a

daily or more frequent basis.

z. Participate in periodic meetings with SVCEA to review operations on a schedule mutually agreed upon by Parties.

5. Billing Administration:

a. Apply PG&E account usage for all SVCEA customers against applicable Rate Schedules to allow for customer billing.

b. Review application of SVCEA Rate Schedules to PG&E accounts to ensure that the proper rates are applied to the accounts.

c. Timely submit billing information for each customer to PG&E to meet PG&E's billing window.

d. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.

e. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to CCA designated printer.

f. Provide customer mailing list to SVCEA designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.

g. Provide customer mailing list to SVCEA designated printer for customers with overdue payments and return customers to PG&E bundled service in accordance with SVCEA's late payment and collections policies.

h. Send certain SVCEA program charges for non-SVCEA customers, when supported by PG&E, based on information provided to Contractor by SVCEA.

i. Send certain SVCEA program charges as a separate line item to PG&E for placement on monthly bill during term of repayment.

j. Intentionally Omitted.

k. Contractor will adhere to the following performance standards for this service:

1. 99% of SVCEA charges sent to PG&E free of Contractor error and within PG&E Billing Window, on a rolling 12 month basis (current month and preceding 11 months).

6. Rate Schedule Maintenance

i. Maintain a table of Rate Schedules, offered by SVCEA to its customers, within Contractor's billing system.

1. Complete Value Only Rate Changes within 10 Business Days once Contractor has confirmed it is in receipt of a valid Rate Template.

2. Complete Structural Rate Changes within 40 Business Days once Contractor has confirmed it is in receipt of a valid Rate Template.

3. A Rate Template will be considered valid if it meets the expected formatting requirements as set forth by Contractor and acknowledged by SVCEA, and the Rate Schedules it contains align with published SVCEA tariffs. Upon receipt of a Rate Template, Contractor will review it per these guidelines and after SVCEA has corrected any errors, if present, Contractor will communicate to SVCEA that a valid Rate Template has been received and work will commence as per the timelines indicated above.

4. Should SVCEA submit updates after Contractor has begun work on a valid Rate Template, SVCEA understands this may be considered a new Rate Change.

ii. Conduct no more than three~~two~~ Value Only Rate Changes within Contractor's billing system at no additional cost to SVCEA within each calendar year.

iii. Conduct no more than one Structural Rate Change within Contractor's billing system at no additional cost to SVCEA within each calendar year.

iv. At SVCEA's direction and for the corresponding price as indicated in Exhibit B, conduct additional Value Only or Structural Rate Changes beyond those included as noted above.

7. Reporting:

Report	**Frequency**	**Delivery Method**
Aging	Weekly, Monthly	SFTP
Call Center Stats	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
SVCEA Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP
Program Opt Up with Address	Weekly, Monthly	SFTP
Utility User Tax (UUT) where applicable	Monthly	Email

Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report – Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP
Performance Standards	Monthly	Email

8. Settlement Quality Meter Data:

   a. Contractor shall provide SVCEA or SVCEA's designated Scheduling Coordinator (SC) with Settlement Quality Meter Data (SQMD) as required from SC's by the California Independent System Operator (CAISO).

   b. Upon SVCEA's request, Contractor shall submit the SQMD directly to the CAISO on behalf of SVCEA or SVCEA's designated SC.

   c. Contractor will use, when available, AMI usage data as provided by PG&E through its Share My Data platform in its SQMD aggregation methodology.

9. Data Tools

   a. Establish a data warehouse environment comprised of data related to the services provided by Contractor under this Agreement.

   b. Provide access for SVCEA staff to query the data warehouse environment.

   c. Data made available in the data warehouse shall include:

      1. AMI usage data provided by PG&E through their Share My Data (SMD) platform

         a. Prior to loading this data into the data warehouse, Contractor will make commercially reasonable efforts to process the raw SMD data and associate usage data with customer accounts in Contractor's CIS

         b. Contractor will query PG&E systems for updated usage data and make

reasonable efforts to update the data warehouse on a daily basis.

c. Contractor and SVCE will establish mutually-agreed service level metrics and protocols for daily processing and loading of SMD data

2. Customer account information and characteristics from the customer list provided by PG&E and supplemented by the following data from CRM and CIS:

   a. SVCEA participation history

   b. Product elections (e.g. GreenStart and GreenPrime)

   c. Opt-out activity

   d. SVCEA rate schedule

   e. Contractor will make reasonable efforts to provide additional characteristics requested by SVCEA

3. Billing data from Contractor's CIS

4. SQMD submission data.

d. Contractor may, from time to time and at its sole discretion, update the functionality available in the data warehouse which may include, among others, adding or maintaining data visualizations, self-service reporting tools, self-service analytical tools, and Application Program Interface (API) points.

e. Contractor may, at its sole discretion, engage with SVCEA and other Contractor clients to elicit their input on required functionality, data elements, and system design as it pertains to the development, maintenance, and evolution of its data environment.

f. In the absence of the data warehouse or adequate data within the data warehouse for SVCEA to Self Service, Contractor shall assist SVCEA in compiling Ad Hoc sales, customer, and usage reports from time to time as may be requested by SVCEA, with each such request being accompanied by mutually agreed upon requirements and proper notice.

g. Contractor will provide technical support to access the data warehouse and documentation describing the data. SVCEA will provide staff with technical database expertise to engage with Contractor in the implementation and use of the data warehouse.

h. Data warehouse environment availability expected by end of Q3 2020.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, SVCEA shall pay Contractor based on the following fee schedule and terms:

Contractor's cost for the services listed in Exhibit A is $25,000 per month plus $0.85 per active meter per active account per month ("Cost for the Services"). Travel and all start-up costs are included in this price.

1. Rate Change Pricing

Additional Rate Changes beyond those included in the per meter per active account pricing noted above will be provided to SVCEA per the following price schedule:

Billing Determinants	Up to 50	51 to 250	251 to 500	501 to 1,000	1,001 to 1,500	1,501 to 3,000	3,001 to 4,500	4,501+	Hourly
Value Only Change	$1,000	$2,000	$3,000	$5,000	$7,500	$10,000	$ 13,000	$15,000	
Structural Rate Change	$1,000	$2,500	$5,000	$7,500	$10,000	$15,000	$ 20,000	$30,000	
Custom Rates (2 hours included of preliminary consultation)									$150 / hr

2. Service Option Pricing

Service Option	Per meter per month fee
Extended Contact Center hours (7am – 7pm PPT)	$ 0.04
Dedicated Contact Center agents	$ 0.01

3. Script Translation Services

Charges incurred by Calpine from engaging with vendors to translate scripts or other documents from English into other language(s) will be passed by Calpine to SVCEA at cost.

4. Additional Deliverable Pricing

The Fees defined in Exhibit B include only those service and items expressly set forth in Exhibit A of this Agreement. Unless otherwise agreed to by SVCEA and the Contractor, the cost of additional deliverables provided by Contractor to SVCEA, including Ad Hoc requests, shall be passed through directly to SVCEA without mark-up using a labor rate of $150.00 per hour, ("Labor Rate").

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1e

Item 1e:	**Receive Update on Non-Standard Pricing Policy**
From:	Monica Padilla, Chief Executive Officer
Prepared by:	Don Bray, Director of Strategic Development
Date:	12/11/2024

RECOMMENDATION

Receive a status update on the Non-Standard Pricing Policy.

BACKGROUND

In 2019, the Silicon Valley Clean Energy Board passed Resolution 2019-19, delegating authority to the Chief Executive Officer to negotiate non-standard pricing agreements for eligible large commercial and industrial customers, provided that the agreements meet the minimum requirements set forth in the Non-Standard Pricing Policy (NSPP). Pricing agreements are reviewed by the Risk Oversight Committee (ROC) for conformance with the NSPP.

In January of 2024 the SVCE Board approved minor updates to the NSPP, that clarified consideration and valuation of supporting products or services, such as a customer-provided supply contract, or an agreement to commit a portion of SVCE-provided resources. All other terms of the NSPP, provisions for review by the ROC, and associated CEO signing authority remained unchanged. In addition to continuing regular meetings with the ROC, SVCE staff committed to providing a general update on the status and utilization of the NSPP to the Board by end of 2024.

ANALYSIS & DISCUSSION

Large Commercial and Industrial (C&I) Customers represent more than one-third of SVCE's electric load. In addition, in SVCE's service territory, Electricity Service Providers (ESPs) currently serve a similar load under Direct Access (DA) agreements, more than 1,000 gigawatt hours/year in total.

C&I customers can apply in an annual lottery for the right to become Direct Access (DA) customers if enrollment capacity is available. Since 2013, DA load enrollment capacity had been capped by the California Public Utilities Commission (CPUC) at ~13% of the State's overall electric load, allocated on a pro-rata basis across Investor-Owned Utility (IOU) service territories. DA enrollment capacity was typically fully subscribed by C&I customers in Pacific Gas & Electric's (PG&E's) service territory.

However, in 2018, SB237 added approximately 1,900 gigawatt hours/year of new available DA load enrollment capacity in PG&E's service territory beginning in 2020. SVCE faced the prospect of C&I customers opting out of SVCE retail service to be served by ESPs under new DA service agreements. Commercial load stability is critical to SVCE's mission, helping to ensure effective planning and management of supply, local utilization of clean electricity, and funding of electrification and decarbonization programs.

The NSPP was established to enable SVCE to provide specialized terms, services and pricing to large commercial customers that might otherwise take service from a competing ESP under a DA agreement. It is important that SVCE can respond quickly and confidentially to keep such customers, and to provide competitive long-term arrangement structures to help maintain and grow SVCE load over time.

The Board-approved NSPP requires that agreements must:

1) apply exclusively to customers with annual load in SVCE's service territory greater than 10 gigawatt hours/year;

2) be marginal cost-based and account for any volume and/or price risk;

3) be priced to allow SVCE to cover variable costs and achieve some level of contribution to fixed cost and reserve margin, in conformance with SVCE's financial objectives, Energy Risk Management Policy and controls;
4) require a commitment level from the customer (e.g. volume, length of term) commensurate with the non-standard pricing agreement offered to the customer; and

5) meet SVCE's carbon-free requirements and be consistent with SVCE's decarbonization strategy for power supply, transportation and the built environment.

Under the NSPP, SVCE has established two specialized offerings for large C&I customers, with the following general characteristics:

- GreenPrime Direct
    - Electric generation service sourced from a customized supply portfolio
    - SVCE and/or customer origination of supply resources to meet customer-specific requirements, e.g. RPS/carbon-free targets, load forecast
    - Customized tracking of customer demand and supply
    - Flexible pricing structure including index-based, hedging
    - Funding of SVCE community decarbonization programs
    - Long-term, e.g., 10+ years

- EcoInvestment Discount
    - Incremental discount applied to the customer's monthly GreenStart generation service bill, with the incremental amount reserved into an SVCE 'EcoInvestment' holding account
    - Customer commits to a 3, 5 or 7-year term, with the longest term earning the highest discount
    - Customer applies to SVCE for co-investment from the funds reserved in their holding account, to help pay for qualifying electrification/decarbonization project(s) planned at their local facilities
    - SVCE reimburses customer for 50% of project costs from holding account upon completion of approved EcoInvestment projects
    - Highly complementary with SVCE's new C&I Decarbonization Program, which helps customers identify and fund decarbonization and electrification projects at company facilities

Utilizing the NSPP, SVCE now has customer contracts in place for both the GreenPrime Direct and EcoInvestment Discount offerings, and additional contracts currently under discussion and development, with current and prospective customers. Prospective customers include new R&D and data center facilities being planned for the area.

The NSPP also provides a mechanism to help serve customers interested in retail GreenPrime service for more than 20 GWh/year, under a long-term custom contract. SVCE's retail GreenPrime offering was recently capped at 200 gigawatt hours/year (GWh/year), with no more than 20 GWh/year available to any one C&I customer.

The non-standard pricing policy has been an essential tool in helping SVCE establish strategic long-term contracts from major C&I customers and avoid net load loss to DA despite the expansion of the DA cap. Going

forward, it will continue to be an important tool for developing and establishing new long-term C&I customer contracts, and growing SVCE's commercial and industrial load.

STRATEGIC PLAN

The Non-Standard Pricing Policy supports Goal 5 'Manage and optimize load and power resources to meet affordability, GHG reduction and reliability objectives' and Goal 8 'Engage customers and community stakeholders to build trust of SVCE and advance decarbonization'.

ALTERNATIVE

N/A

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1f

Item 1f:	**Authorize the Chief Executive Officer to Execute and Submit Letters of Support Committing Matching Funds for Member Agencies Submitting Grant Applications to the Metropolitan Transportation Commission's (MTC) Climate Program Implementation Grant for Charging Infrastructure**
From:	Monica Padilla, CEO
Prepared by:	Justin Zagunis, Director, Customer Success Anthony Eulo, Senior Manager of Public Sector Services
Date:	12/11/2024

RECOMMENDATION

Staff recommends the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to submit letters of support committing matching funds for member agencies applying to the Metropolitan Transportation Commission's (MTC's) Climate Program Implementation Grant for Charging Infrastructure.

BACKGROUND

SVCE learned about a new MTC grant opportunity earlier this Fall that aligns with SVCE's Electric Vehicle Infrastructure Plan. Similar to the Department of Transportation's Charging and Fueling Infrastructure (CFI) grants that the Board reviewed in August, the MTC grant enables member agencies to apply for funding for new public electric vehicle (EV) charging stations. After learning about the opportunity, SVCE staff invited all 13-member agencies to attend a grant briefing provided by SVCE's grant writing consultants regarding eligibility and project sites. SVCE is not eligible to apply for these grants directly - but can support member agency applications.

These grants will develop chargers that will support transportation electrification throughout the region, consistent with EV charging programs previously approved by the Board. These will allow SVCE customers living or traveling near selected sites to switch from an internal combustion engine to an EV. Additional EV ownership and utilization in SVCE's service area will increase electrical consumption, improve economies of scale for SVCE's service, and support regional decarbonization.

ANALYSIS & DISCUSSION

Similar to the CFI grants, MTC's criteria indicate a preference for well-planned projects located in areas highlighting transit hubs, disadvantaged communities, and underdeveloped charging infrastructure. While many member agencies do not have sites that are likely to score highly on the disadvantaged community scale, having a well-planned, nearly-shovel-ready project could create a competitive application regardless. The relatively short timeframe between the release of the solicitation and the application due date further limits the ability of agencies to respond.

For member agencies interested in applying, SVCE staff offered technical consulting assistance to support the site analyses and to have our grant writing consultants review agency applications if desired. SVCE staff indicated that a recommendation to provide matching funds would be submitted to the Board. At this time, it seems likely that at least two member agencies (Gilroy and Morgan Hill) will be moving forward with grant

applications and it is possible that more will emerge in the time period between staff report preparation and the Board meeting. The grant applications are due on December 20th.

Staff recommends that the CEO be authorized to submit letters of support committing SVCE funds as grant matching funds for member agencies applying to MTC for the grants.

STRATEGIC PLAN

The proposal supports Measure 3 of SVCE's Strategic Plan Goal 7: "Support all SVCE communities to decarbonize through local investments that reduce barriers and demonstrate sensible, scalable, and equitable solutions", Measure 3: Support member agencies in deploying electrification and preparing their communities for the electric future including resiliency needs."

ALTERNATIVE

If the Board does not authorize the CEO to commit SVCE financial support to the grants, interested member agencies will need to seek other sources for the matching funds and, given the short timeframe, will likely decide to not pursue the grant opportunity.

FISCAL IMPACT

Matching funds of 11.47% are required for this grant. If two agencies submit grant applications for the maximum amount of $5M, the total maximum SVCE match would be $1.147M. It is highly likely that the match contribution from SVCE will be less due to both the agency proposals being less than the maximum $5M and that it is unlikely that MTC would award two grants for that amount in SVCE territory given that the total pool for grant funds for the entire MTC region is $20M.

Staff's proposal is to reallocate these funds out of the $7.5M that the Board previously allocated to support EV charging in new affordable housing developments. Despite staff's educational and promotional efforts with affordable housing developers, less than $20k of the $7.5M in funding has been encumbered in the past 18 months - primarily due to the slow pace of development. While it is expected that some additional affordable projects will apply, it is not expected that much of the $7.5M will ultimately be needed for that program. The Board previously approved using $1.5M of this funding as a match for the CFI grant. (The CFI grant has not yet been awarded and it is possible that it will be canceled by the incoming administration.) Like the CFI grant, the MTC grant represents another path to serve these customers as siting grant projects near multifamily housing will result in EV charger access for affordable housing residents. Ultimately, even with the possible expenditures from the CFI grant and future affordable housing projects, there are sufficient funds available from the $7.5M to shift towards this program

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1g

Item 1g:	**Adopt Resolution Amending SVCE Conflict of Interest Code to Add Director of Customer Success, Director of Decarbonization Policy and Community Strategies, and Power Settlements Planner as Designated Positions for Filing Statements of Economic Interests**
From:	Monica Padilla, CEO
Prepared by:	Gia Ilole, Director of Human Resources Michael Callahan, General Counsel Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	12/11/2024

RECOMMENDATION

Adopt Resolution 2024-15 amending the Silicon Valley Clean Energy (SVCE) Conflict of Interest Code (Code) to add multiple positions to SVCE's list of designated positions for filing.

BACKGROUND

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

At the September 8, 2021 Board meeting, the Board of Directors adopted Resolution 2021-22 approving the creation of a personnel system to insure equitable and uniform policies and procedures for administering personnel matters in compliance with applicable laws; designating the Chief Executive Officer (CEO) as Personnel Officer; and delegating authority to the CEO to carry out all duties necessary to implement the personnel system.

The last Code amendment was approved at the August 2024 Board of Directors meeting to add the following positions: Director of Risk Management and Analytics, Energy Trading Planner, Manager of Data and Analytics, Manager of Finance, Programs Marketing Manager, and Wholesale Energy Markets Planner.

ANALYSIS & DISCUSSION

With SVCE's recent organizational realignment, new position titles have been identified that better reflect the work that will be performed. Those position titles include Director of Customer Success, who will be leading the former Decarbonization Programs and Policy team and Energy Services group (collectively now referred to as Customer Success), and Director of Decarbonization Policy and Community Strategies, which is a new role in the Regulatory, Policy, Planning and Legislative (RPPL) team.

The Power Settlements Planner position was hired in late October and is a new position in the Power Resources and Operations group.

SVCE staff and general counsel feel these positions should report financial interests in the proposed assigned disclosure categories based on the decisions they will be making:

Designated Position	Assigned Disclosure Category
Director of Customer Success	2
Director of Decarbonization Policy and Community Strategies	2
Power Settlements Planner	1

In accordance with the requirements of the Political Reform Act and the County of Santa Clara, a new conflict of interest code must be adopted by resolution which includes the newly created or identified positions as well as any changes to the existing Conflict of Interest Code. The attached resolution amends Appendix A to SVCE's code to reflect the addition of Director of Customer Success, Director of Decarbonization Policy and Community Strategies, and Power Settlements Planner.

STRATEGIC PLAN

Not applicable.

ALTERNATIVES

None.

FISCAL IMPACT

There is no fiscal impact as a result of adding positions to SVCE's Conflict of Interest Code.

ATTACHMENT

1. Resolution 2024-15 Amending the Authority's Conflict of Interest Code to Add Director of Customer Success, Director of Decarbonization Policy and Community Strategies, and Power Settlements Planner as Designated Positions for Filing Statements of Economic Interests

RESOLUTION NO. 2024-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AMENDING THE AUTHORITY'S CONFLICT OF INTEREST CODE TO ADD DIRECTOR OF CUSTOMER SUCCESS, DIRECTOR OF DECARBONIZATION POLICY AND COMMUNITY STRATEGIES, AND POWER SETTLEMENTS PLANNER AS DESIGNATED POSITIONS FOR FILING STATEMENTS OF ECONOMIC INTERESTS

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

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

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

WHEREAS, the Board of Directors of the Authority has adopted a conflict of interest code, and has amended this code as appropriate due to changed circumstances, with the most recent code adopted by Resolution 2024-11; and

WHEREAS, the Board of Directors, after consultation with the County of Santa Clara as its code reviewing body, desires to amend the list of designated positions in Appendix A by adding the following positions: Director of Customer Success, Director of Decarbonization Policy and Community Strategies, and Power Settlements Planner.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Authority rescinds Resolution No. 2024-11 and adopts the following attached Conflict of Interest Code including its Appendices of Designated Positions and Disclosure Categories.

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

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ADOPTED AND APPROVED this 11th day of December 2024, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Scozzola				
City of Cupertino	Director Mohan				
City of Gilroy	Director Hilton				
City of Los Altos	Director Meadows				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Chua				
City of Monte Sereno	Director Mekechuk				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Showalter				
County of Santa Clara	Director Lee				
City of Saratoga	Director Walia				
City of Sunnyvale	Director Klein				

_____
Chair

ATTEST:

_____
Clerk

DRAFT

SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE

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

The most current version of 2 Cal. Code of Regs. Section 18730 is available on the website of the Fair Political Practices Commission (https://www.fppc.ca.gov).

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

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SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE

APPENDIX "A"

DESIGNATED POSITIONS

Designated Position	Assigned Disclosure Category
Member of Board of Directors	1
Alternate Member of Board of Directors	1
Audit Committee Member	2
Chief Executive Officer	1
Chief Financial Officer & Director of Administrative Services	1
Finance and Administration Committee Member	2
General Counsel	1
Administrative Services Manager	2
Associate Legislative Analyst	2
Associate Manager of Decarbonization Programs & Policy	2
Associate Power Analyst	1
Associate Power Resources Planner	1
Communications Manager	2
Deputy Director of Administrative Services	2
Deputy Director of Marketing and Communications	2
Deputy Director of Decarbonization Programs & Policy	2
Deputy Director of Power Resources	1
Director of Customer Success	2
Director of Decarbonization Policy and Community Strategies	2
Director of Decarbonization Programs & Policy	2

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Director of Energy Services & Community Relations	2
Director of Government and Legislative Affairs	2
Director of Human Resources	2
Director of Power Resources	1
Director of Regulatory & Legislative Policy	2
Director of Regulatory, Policy and Planning	2
Director of Risk Management and Analytics	1
Director of Strategic Development	2
Energy Services Manager	2
Energy Trading Planner	1
Financial Analyst	2
Human Resources Generalist	2
Management Analyst	2
Manager of Data and Analytics	2
Manager of Decarbonization Programs & Policy	2
Manager of Finance	2
Manager of Technology & Administrative Services	2
Policy Analyst	2
Power Analyst	1
Power Data Analyst	1
Power Resources Manager	1
Power Resources Planner	1
Power Contracts & Settlements Manager	1
Power Settlements & Compliance Analyst	1
Power Settlements Planner	1
Principal Policy Analyst	2

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Principal Power Analyst	1
Programs Marketing Manager	2
Rates Manager	2
Regulatory Analyst	2
Regulatory and Compliance Manager	2
Risk Controls Project Manager	2
Senior Data Analyst	2
Senior Financial Analyst	2
Senior Government Affairs Manager	2
Senior Management Analyst	2
Senior Manager of Communications	2
Senior Manager of Energy Policy and Regulatory Analysis	2
Senior Manager of IT and Administrative Services	2
Senior Manager of Decarbonization Programs & Policy	2
Senior Manager of Power Resources	1
Senior Manager of Public Sector Services	2
Senior Policy Analyst	2
Senior Power Analyst	1
Senior Power Resources Planner	1
Senior Quantitative Analyst	2
Senior Rates Analyst	2
Senior Regulatory Analyst	2
Senior Risk Manager	2
Technology Services Manager	2
Wholesale Energy Markets Manager	1
Wholesale Energy Markets Planner	1

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Consultant	3
Newly Created Position	*

* Newly Created Position

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

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

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

DRAFT

SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE

APPENDIX "B"

DISCLOSURE CATEGORIES

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

Category 1: Persons in this category shall disclose:

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

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

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

Category 3: Each Consultant, as defined for purposes of the Political Reform Act and applicable regulations[1], shall disclose pursuant to the broadest disclosure category in the Authority's conflict of interest code subject to the following limitation: The Chief Executive

[1] As defined in FPPC Regulation 18700.3, "consultant" means an individual who (1) makes governmental decisions, such as whether to approve a rate, rule, or regulation; to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization; to adopt or approve a plan, design, report, study; or to adopt or approve policies, standards, or guidelines for the Authority; (2) serves in a staff capacity with the Authority, and in that capacity participates in making governmental decisions by providing information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review; or (3) performs the same or substantially all the same duties for the Authority that would otherwise be performed by an individual holding a designated position in this Code.

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

DRAFT

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1h

Item 1h:	**Receive Executive Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Larry Klein, Executive Committee Chair
Date:	12/11/2024

The Executive Committee met November 22, 2024 with all members present and considered the following: 1) a request to support the Fiscal Year 2024-25 budget update, 2) a discussion regarding establishing a community fund for when target reserve levels are met, 3) a request for the Executive Committee's support to recommend SVCE policy updates as part of staff's policy streamlining project, 4) received a report from the CEO Transition Ad Hoc Committee, which is included on the Consent Calendar for the December Board of Directors meeting, and 5) received information on the SVCE Board elections for 2025, which will also be heard at the December Board of Directors Meeting.

Amrit Singh, CFO and Director of Administrative Services, presented the latest update on the Fiscal Year 2024-25 budget. Highlights included: SVCE's forecasted revenues are higher by about $85 million using the California Public Utilities Commission's (CPUC) updated market price benchmark (MPB) prices; updating for revenues and power supply expenses, the net contribution to reserves increased from $14 million to $96.7 million; reserves slightly exceed the target days of cash on hand of 350 (but remain below the maximum target of 500); and there remained continued uncertainty due to several delays in PG&E's ERRA update process. The Committee was in unanimous support of the updates to the operating budget, which will be presented to the Board of Directors for consideration.

Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy, presented a discussion item on establishing a fund in the event target reserve levels are met. Tentatively named the 'Affordable Clean Community Fund', staff outlined the needs for the fund in addition to the funding priorities and target priority areas which included 1) Discount Stabilization, 2) Scalable Support for Pollution-Free Appliances, and 3) Local and Emerging Power Supply Technology. The Committee discussed this potential fund, provided feedback, and were supportive of the idea. Staff will review initial ideas for the fund, and incorporate the Committee's feedback, at the December board meeting.

Michael Callahan, General Counsel, reviewed SVCE's Policy Streamlining Project and requested the Executive Committee recommend that the Board of Directors adopt staff's proposed revisions to select General and Administrative policies. The remaining policies, specific to Human Resources, IT, finance, and other General and Administrative policies, would be presented to the Finance and Administration Committee. The Executive Committee was in unanimous support of staff's recommendation for the changes, which will be presented for the Board's consideration in December.

The Committee also received a report from Board Vice Chair Tyson on the last meeting of the CEO Transition Ad Hoc Committee, and information from Sr. Executive Assistant/Board Clerk Andrea Pizano on SVCE Board elections process and timeline for 2025. Both of these items will be included in December's agenda packet.

Agenda Item: 1h **Agenda Date: 12/11/2024**

Materials from this meeting can be found on SVCE's website: SVCE Executive Committee Meeting, November 22, 2024

The next meeting of the Executive Committee will be in January based on member availability; materials will be posted no later than 72 hours in advance of the meeting.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1i

Item 1i:	**Receive Closing Report of the 2024 Legislative Ad Hoc Committee of the Board**
From:	Monica Padilla, CEO
Prepared by:	Bena Chang, Director of Government and Legislative Affairs
Date:	12/11/2024

RECOMMENDATION

Staff recommends that the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) receive the closing report of the 2024 Legislative Ad Hoc Committee of the Board ("Ad Hoc Committee").

BACKGROUND

The Ad Hoc Committee was convened at the November 2023 SVCE Board of Directors Meeting and expires at the end of 2024. The Closing Report contains documentation of the Ad Hoc Committee's operations and activities during its tenure and is the required final product of the Ad Hoc Committee upon its expiration.

ANALYSIS & DISCUSSION

The Closing Report provides documentation of the Ad Hoc Committee's activities as well as an update on each of the six policy areas defined as the scope of the Ad Hoc Committee upon its formation.

STRATEGIC PLAN

The activities of the Ad Hoc Committee, including presentation of this Closing Report, supports Goal 1 of the Strategic Plan to "advance policies which support SVCE's mission to reduce dependence on fossil fuels."

ALTERNATIVE

If the Board wishes to see any changes to the Closing Report, SVCE can update the Closing Report and place it on the agenda for a future Board of Directors meeting.

FISCAL IMPACT

None.

ATTACHMENTS

1. Closing Report of the Ad Hoc Committee
2. 2024 Legislative Bill Tracker

Attachment 1
Closing Report of the
2024 Legislative Ad Hoc Committee of the Board

I. Committee Operations

Formation

Formation of the Legislative Ad Hoc Committee of the Board to Address Legislative Responses to Industry Transition ("Ad Hoc Committee") was authorized by the SVCE Board of Directors at its November 2023 meeting with the following legislative platform policies:

- Affordability and Rates
- Climate Mitigation/Fuel Switching
- Clean, Reliable Grid
- Competitive Equity/Do No Harm
- Health Impact/Safety
- Equity

Members of the Ad Hoc Committee were selected at the February 2024 Board of Directors Meeting. Membership consisted of: Chair Yvonne Martínez Beltrán, Vice Chair Elliot Scozzola, Director Larry Klein, Director Zach Hilton, Director Bryan Mekechuk, and Alternate Director Chuck Page.

Committee Activities

The Ad Hoc Committee held its inaugural meeting on April 4, 2024. At the meeting, the Committee elected Director Yvonne Martínez Beltrán as Chair and Director Elliot Scozzola as Vice Chair. The committee discussed the state budget and legislation around affordability, demand flexibility, and building electrification.

The Ad Hoc Committee held its second meeting on August 6, 2024. The committee received an update on the Inflation Reduction Act and federal grants, the state budget, the Climate Bond (Proposition 4), and discussed legislation around affordability, building electrification, and regionalization.

The Ad Hoc Committee held its final meeting on October 24, 2024, and received a recap on the 2024 legislative session and a forecast of the 2025 legislative session. The Committee provided input on the draft 2025 Legislative Policy Platform.

II. Legislative Platform Policies

The Ad Hoc Committee provides the following updates to the Board on each of the Legislative Platform policies:

Affordability and Rates

- CalCCA, the California trade association for Community Choice Aggregators including SVCE, supported a number of bills related to affordability including SB 1006 (Padilla) on a grid-enhancing technologies strategic plan, AB 2779 (Petrie-Norris) which requires a CAISO report on grid-enhancing technologies, SB 1130 (Bradford) which allows households of less than 3 people to qualify for the Family Electric Rate Assistance Program (FERA) low-income bill assistance program, and AB 2672 (Petrie-Norris) which allows residents of Project Homekey sites to enroll in the California Alternate Rates for Energy (CARE) low-income bill assistance program. These bills were signed by the Governor. In addition, CalCCA supported AB 2329 (Muratsuchi) which would have created a Climate Equity Trust Fund to use state and federal funding to pay for programs currently funded on the electricity bill. This bill died during the legislative process.

Climate Mitigation/Fuel Switching

- SVCE supported four bills this session on building electrification. SB 1221 (Min) will start a neighborhood decarbonization pilot at the California Public Utilities Commission (CPUC) and SB 382 (Becker) which requires disclosures at the point of building sale of upcoming regulations like the Bay Area Air Quality Management District's rules on electric water heaters and furnaces. Both bills were signed by the Governor. SVCE also supported AB 2513 (Pellerin)

which requires health warning labels on new gas stoves, and SB 1095 (Becker) which prohibits mobile home parks and homeowner associations from instituting barriers to electrification. AB 2514 (Pellerin) was vetoed by the Governor, and SB 1095 (Becker) died in the legislative process.

- CalCCA supported SB 59 (Skinner), which directs the California Energy Commission (CEC) to study and potentially mandate bidirectional capability for electric vehicles.

Clean, Reliable Grid

- SVCE supported AB 2368 (Petrie-Norris), a bill that would direct the CPUC to consider mitigation measures for Resource Adequacy penalties and conduct short, mid, and long-term planning and modeling on Resource Adequacy needs.

Competitive Equity/Do No Harm

- CalCCA worked on advocacy around AB 3264 (Petrie-Norris), a bill that includes reporting on energy efficiency and demand-side management programs.

Health Impact/Safety

- SVCE engaged in legislation that would remove barriers to building decarbonization and improve health as noted in the climate mitigation section above.

Equity

- SVCE worked on affordability-related legislation, including those specifically targeted at low-income customers, as mentioned in the affordability and rates section above.

		2024 SVCE Legislative Tracker			
Bill	**Bill Author**	**Bill Summary**	**SVCE or CalCCA Position**	**Policy Platform**	**Bill Status**
Building Decarbonization					
AB 2513	Pellerin	Would require all gas stoves and ranges that are manufactured after January 1, 2025 to contain a warning label about the health impacts of indoor air pollution.	Support	Climate Change Mitigation Fuel	Vetoed
SB 1095	Becker	Prevents HOAs and mobile home parks from implementing provisions that inhibit switching from gas to electric appliances.	Support	Climate Change Mitigation Fuel	Died
SB 1221	Min	Directs CPUC to create zonal decarbonization pilots.	Support	Climate Change Mitigation Fuel	Signed
SB 382	Becker	Requires electrification disclosures at time of building sale.	Support	Climate Change Mitigation Fuel	Signed
Demand Flexibility					
AB 2891	Friedman	Requires the CEC before July 1, 2026 to adopt technical requirements and load management standards to allow a LSE to reduce or modify its demand forecast through its load management rulemaking.	Watch		Died
SB 1305	Stern	Requires IOUs to procure Virtual Power Plant resources to meet Resource Adequacy obligations starting in 2028.	Worked on through CalCCA	Competitive Equity Do No Harm	Died
Zero Emission Vehicles					
AB 2037	Pappan	Allows a county sealer to test and certify EV charging stations. If the sealer determines a EVSE is inaccurate, they must notify the owner/operator of the station, and may choose to close the station. During the closure, people can park at the station for free.	Watch		Signed
AB 2559	Petrie-Norris	Would require Go Biz to create a website to collect information and report delays and denials on the permitting of EV chargers. Would require Go Biz to hire a permit streamlining specialist to help jurisdictions.	Watch		Died

AB 2427	McCarthy	Requires local governments to adopt permitting checklist, fees, and specific locations for curbside EVSEs.	Watch		Signed
SB 59	Skinner	Directs CEC to evaluate requiring bidirectional charging for vehicles.	CalCCA Support	Climate Change Mitigation Fuel	Signed
Affordability Related Bills					
		Income Graduated Fixed Charge			
AB 1999	Irwin	Would repeal the Income Graduated Fixed Charge program by going to the pre-AB 205 language that allows the CPUC to authorize fixed charges not to exceed $5 for CARE customers and $10 for non-CARE customers.	Watch		Died
SB 1292	Bradford	Requires the CPUC before July 2027 to issue a report to the legislature on the IOUs' implementation of income graduated fixed charge. Would prevent the CPUC from authorizing any fixed charge other than income graduated fixed charge until after the report is submitted.	Watch		Died
		Low-income Programs			
SB 1130	Bradford	Would expand the eligibility of FERA to households with less than 3 people, and require IOUs to report annually on their efforts to enroll customers into FERA.	CalCCA Support	Affordability and Rates	Signed
		Reports and Transparency			
AB 2462	Calderon	Would add to the IOUs' existing reports to the CPUC on programs, how the current rate trends impact households and how electrifying more end-uses may reduce the total cost of energy for households.	Watch		Signed
AB 3264	Petrie-Norris	Requires reporting on energy efficiency and demand-side management programs, ways to reduce transmission costs, and total annual energy costs for residential households.	Watch		Signed
AB 1912	Pacheco	Requires California Council on Science and Technology to conduct analysis on whether legislation that impact IOUs will increase electricity rates, the safety/reliability of the system, and the costs of any mandated programs. This analysis would be paid for by the 3 large IOUs through shareholder revenue.	Watch		Died
		Limits on IOU Expenditures			

SB 938	Min	Prohibits IOUs from using ratepayer funding on political activities, lobbying, or advertising. This includes advocacy at the CPUC unless the IOU was specifically called to testify on an issue.	Watch		Died
		Reduce Costs on Bills			
AB 2329	Muratsuchi	Creates a Climate Equity Fund that would use alternate state and federal sources to pay for programs currently funded on electricity bills.	CalCCA Support	Affordability and Rates	Died
Net Billing Tariff/Rooftop Solar Bills					
AB 2619	Connolly	Requires the CPUC to develop a new Net Billing Tariff for rooftop solar customers that meet the state's rooftop solar targets in its SB 100 Clean Energy Joint Action Report. All customers who install rooftop solar before January 1, 2027 would be subject to previous NEM 2.0.	Watch		Died
SB 1374	Becker	Would restore the provision for virtual net energy metering (VNEM) and net energy metering aggregation (NEMA) customers to get credit for self-consumption. Would re-establish this credit to be equal to what it is for single-family homes.	Watch		Vetoed
Transmission Interconnection Bills					
SB 1006	Padilla	Requires IOUs every 4 years to prepare a grid-enhancing technologies strategic plan to cost-effectively increase transmission capacity.	CalCCA Support	Affordability and Rates	Signed
AB 2409	Pappan	Creates a public dashboard at OPR for projects over $100M to detail where projects are in the permitting process.	Watch		Died
AB 3246	Garcia	Would create streamlined permitting for reconductoring transmission projects.	CalCCA Support	Affordability and Rates	Died
SB 1165	Padilla	Allows IOUs to seek CEQA certification from the CEC for transmission lines.	CalCCA Support	Affordability and Rates	Died
Reliability Bills					
AB 2368	Petrie-Norris	Requires CPUC to use 1-in-10 loss-of-load-expectation standard and consider measures to reduce costs in Resource Adequacy Program.	Support	Clean Reliable Grid	Signed
Brown Act Bills					

AB 817	Pacheco	Would give non-decision-making Board Commissions and Committees the ability to use pandemic-era teleconferencing rules.	CalCCA Support Position	Competitive Equity Do No Harm	Died

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1j

Item 1j:	Receive Closing Report from the **CEO Transition Ad Hoc Committee**
From:	Silicon Valley Clean Energy Board of Directors
Prepared by:	George Tyson, SVCE Board Vice Chair
Date:	12/11/2024

With the CEO Transition Ad Hoc Subcommittee (Committee) set to expire in Mid-December, the Committee (Rob Rennie, George Tyson, and Tina Walia) met on 11/8/24 and came up with the following thoughts:

- We decided that a formal policy regarding Director's communications with and response to staff was beyond what is needed, and we encourage the CEO to communicate any issues with individual Directors directly.
- Regarding Director's attendance at Board meetings, we wish to remind Directors to communicate their expected absence, change in plans (e.g. in person vs. remote), and preparation of their Alternates as substitutes as early as possible.
- Regarding Director's role on subcommittees, we find it highly advisable that Directors wishing to serve as Chairs should expect to attend a high percentage of planned meetings in person. Those attending subcommittees as members should also be aware that, since Alternates are not permitted, meeting quorum requires a high degree of communication and response.
- More broadly, we see the value of staff scheduling recurring meetings early in the year and also for Directors providing to staff information on their vacation or other travel plans as soon as these are established (or even prior, if extensive).
- We also discussed the possibility of providing a stipend for meeting attendance, as is done in some other agencies to serve as an inducement for attendance. No decision was reached on a recommendation, and we recognize that this would require a change in the JPA.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1k

Item 1k:	**Receive Finance and Administration Committee Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Murali Srinivasan, Finance and Administration Committee Vice Chair
Date:	12/11/2024

The Finance and Administration Committee met November 25, 2024 with three committee members present and heard the following: 1) a request to recommend that the Board approve the Fiscal Year 2024-25 budget update, 2) a discussion item regarding establishing an affordable clean community fund, 3) a discussion item regarding creating a rate stabilization fund using GASB 62, and 4) a request for the Finance and Administration Committee's support to recommend SVCE policy updates as part of staff's policy streamlining project.

Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy, presented a discussion item on establishing a fund in the event target reserve levels are met. Staff outlined the proposed Affordable Clean Community Fund, for the following strategic priority areas: 1) Customer Discounts, 2) Scalable Support for Pollution-Free Appliances, and 3) Local and Emerging Power Supply Technology. The Committee discussed and supported staff's proposal. Staff will present the proposed fund at the December board meeting.

Amrit Singh, CFO and Director of Administrative Services, presented an update on the Fiscal Year 2024-25 budget, providing a recap of the adopted budget assumptions and highlights of the updated budget. Some of these highlights included: a review of SVCE's forecasted revenues, which are higher by about $85 million using the California Public Utilities Commission's (CPUC) updated market price benchmark (MPB) ; reserve projections, with the net contribution to reserves increasing from $14 million to $96.7 million and slightly exceeding the target days of cash on hand of 350 but remaining below the maximum target of 500; and continued uncertainty due to several delays in PG&E's ERRA update process. The Committee voted unanimously to recommend that the Board of Directors approve the updates to the operating budget, which will be presented to the Board of Directors at the December board meeting.

Michael Callahan, General Counsel, reviewed SVCE's Policy Streamlining Project and requested the Finance and Administration Committee recommended that the Board of Directors adopt staff's proposed revisions to Human Resources, IT, Finance, and other General and Administrative policies. The Finance and Administration Committee discussed policy controls and voted unanimously to recommend that the Board of Directors adopt staff's changes. The Board of Directors will consider the approval of these changes at the upcoming December meeting.

CFO and Director of Administrative Services Singh presented a discussion item on creating a rate stabilization fund using the GASB 62 accounting rule which included: 1) Revenue Deferment to Future Period, 2) Impacts to the Net Position in Financial Statements, and 3) consideration of fund creation in Fiscal Year 2024-25. The Committee provided feedback and were supportive of the creation of the fund. Staff proposed engaging with Maher Accountancy to draft a potential board resolution or policy in preparation for the Committee's review in February 2025 and future submission for Board approval.

Materials from this meeting can be found at the following link: SVCE Finance and Administration Committee Meeting 11/25/24

Agenda Item: 1k **Agenda Date: 12/11/2024**

The next Finance and Administration Committee meeting is anticipated for February 2025 and will be determined by Finance and Administration Committee member availability; materials will be posted 72 hours before the meeting.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1l

Item 1l:	**Receive California Community Power Report**
To:	Silicon Valley Clean Energy Board of Directors
From:	Monica Padilla, CEO
Date:	12/11/2024

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, November 20, 2024.

Attached is a November summary report from General Manager Alex Morris; materials from the November board meeting can be found here on the CC Power website: CC Power Meeting, 11/20/24

The next meeting of the board will be December 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, November 20, 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:** 12/5/24
FROM: Alex Morris – General Manager
SUBJECT: **Report on CC Power Regular Board of Directors Meeting – November 20, 2024**

The CC Power Board of Directors held its October Board Meeting on November 20, 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 October 16, 2024.
- **Closed Session.** The Board conferred with Labor Negotiators regarding a contract extension and performance bonus for the General Manager of California Community Power.
- **Regular Agenda Items**:
  - **Report on Closed Session.** Chairman Geof Syphers relayed the Board's discussion and intent to extend the General Manager for three years with modifications to the current contract, and to finalize the 2024 Performance Review and related performance bonus amount.
  - **Resolution 24-11-01 *Approval of General Manager Employment Agreement*.** The Board unanimously adopted a resolution to modify and use the General Manager Employee Agreement and authorized the Board Chair to execute the Agreement with General Manager Morris in accordance with orally described terms, amounting to a three-year contract extension starting in 2025.
  - **General Manager Report –** the Board heard updates on numerous ongoing or upcoming work-items. First, the Board was briefed on exploratory efforts regarding new target power projects and on plans to execute exclusivity agreements, as well as on a first of its kind West Coast offshore wind project and a potential Resource Adequacy Power Pool that might aid CCAs with cost-savings. The GM also briefed the Board on plans to kick-off work-planning efforts to inform the 2025-2026 budget. This effort follows from the October Fall Forum offsite's discussion of roles and capabilities that the Board wants CC Power to offer or build towards in service to members and in line with the 2022 Strategic Plan. This discussion showed that

the 2024-2025 existing work-plans generally target member's needs and direction, yet that discussion of some strategies in the work-plan, including the potential use of Master Service Agreement contracts as a tool for scale and benefit to members, e.g. cost-savings, could be refined and may not be of interest to all members. Lastly, the Board was briefed on the findings of an inquiry into CC Power's readiness to welcome new CCA members. Based on written input from members, the exercise highlighted how members support the consideration of new members (in the future), but that near-term focus on effective and successful power project contract administration, organizational capability building, and achievement of other near-term goals are the top priorities of Board members. This finding in turn highlights that the GM may postpone consideration of new member candidates as part of achieving near-term priorities.

- **Resolutions 24-10-01 – *Approval of California Community Power Policies – Backstop Project Allocation Policy*.** The Board unanimously adopted this Resolution, which establishes a default project allocation model which could be used to help projects move forward when oversubscribed and which balances the interests of both larger and smaller project participants.

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

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1m

Item 1m:	**Receive California Community Choice Financing Authority Report**
To:	Silicon Valley Clean Energy Board of Directors
From:	Monica Padilla, CEO
Date:	12/11/2024

The Silicon Valley Clean Energy (SVCE) Board of Directors (Board) approved participation in the California Community Choice Financing Authority (CCCFA) Joint Powers Authority on April 14, 2021. CCCFA was established with the goal to reduce the cost of power purchases for member community choice aggregators (CCAs) through pre-payment structures. SVCE is a founding member and as such serves on its board of directors. CCCFA has to date issued nearly $10 billion in prepayment bonds on behalf of CCAs, saving participating community choice ratepayers roughly $60 million annually or nearly $2 billion over the life of prepaid energy contracts.

This report serves as a recap of highlights from 2024:

- 10 meetings held in 2024;
- Added five new Associate Member agencies: San Diego Community Power, San Jose Clean Energy, Sonoma Clean Power, Valley Clean Energy, and Peninsula Clean Energy, bringing the total number of associate members to seven;
- Authorized the issuance of one or more series of Clean Energy Project Revenue bonds in an aggregate principal amount not to exceed $1,500,000,000 to finance the acquisition of a long-term supply of electricity for San Diego Community Power;
- Authorized the issuance of up to three Clean Energy Project Revenue Bonds to finance the acquisition of a long-term supply of electricity for Clean Power Alliance;
- Authorized the issuance of one or more series of Clean Energy Project Revenue bonds in an aggregate principal amount not to exceed $1,500,000,000 to finance the acquisition of a long-term supply of electricity for Peninsula Clean Energy Authority;
- Authorized the issuance of one or more series of Clean Energy Project Revenue bonds in an aggregate principal amount not to exceed $1,250,000,000 to finance the acquisition of a long-term supply of electricity for the City of San Jose;
- Authorized the issuance of one or more series of Clean Energy Project Revenue bonds in an aggregate principal amount not to exceed $1,500,000,000 to finance the acquisition of a long-term supply of electricity for Sonoma Clean Power Authority;
- Recipient of Climate Bond Award for Largest US Green Municipal Issuer of 2023

The next meeting of the CCCFA board will be January 23, 2025 at 1:00 p.m.; meeting materials can be found on the CCCFA website: https://www.cccfa.org/board-meetings.html

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:	12/11/2024

REPORT
Staff Updates

New Hires
Marlena Lopez joined SVCE December 2, 2024 as the new Human Resources/Administrative Assistant. Marlena has a background covering a variety of HR and office administration functions and will be lending her skills to our ongoing effort to create a welcoming and efficient office environment for staff and SVCE customers.

Promotions
I'm happy to announce the following promotions:

- **Zoe Elizabeth** has been promoted to Director of Decarbonization Policy and Community Strategies. Zoe has been with SVCE since 2019 and has been serving as the Deputy Director of Decarbonization Programs and Policy.
- **Peter Mustacich** has been promoted to Resource Planner as he joins the RPPL team under Zoe.
- **Joey Lande** is moving from Energy Services Principal to Energy Services Manager, continuing to lead C&I decarb, demand flex and taking ownership of our customer lens on dynamic rate design.
- **Peyton Parks** is also moving from Energy Services Principal to Energy Services Manager and will continue leading account services, billing and operations functions.

SVCE Organizational Realignment Update
As mentioned in October 2024, Phase 1 of an organizational realignment was underway. Specifically, to better meet our mission and serve our customers, Decarbonization Programs and Policy (DPP) and Energy Services and Community Relations (ESCR) merged into one department. The department's new name is Customer Success, which will be led by Justin Zagunis. Justin's title is now Director of Customer Success. Additionally, the data governance and analytics function has moved under Scott Wrigglesworth, Director of Risk Management and Analytics within the Finance and Administration Department.

As SVCE continues to evolve, the work of policy, planning, and government relations has grown in scope and importance to meeting our mission. This is especially true as uncertainty looms over the incoming federal administration's recognition of climate change and promotion of policies to adapt and/or combat climate change. Local and community driven efforts, such as ours, will become more important to demonstrate leadership in decarbonization. Currently at SVCE, policy, planning and advocacy work is spread across multiple teams. In Phase 2 of realignment, we are bringing these functions together under the existing Regulatory, Policy, Planning and Legislative Department. With this change comes the promotion of Zoe Elizabeth to Director of Decarbonization Policy and Community Strategies where she'll lead, along with her existing team, local and regional community decarbonization policy efforts, long term community decarbonization planning initiatives, and

Board and key community stakeholder communications and relations. This transition went into effect December 2nd, 2024.

The leaders of the respective teams have been busy working on new workplans and defining roles and responsibilities. Our new SVCE's organizational chart is included in Attachment 6. Staff continues to evaluate human resource needs with the expectation of requesting additional positions as part of the fiscal year 2024-25 Mid-Year Budget in March 2025.

Personnel Officer Update
Recruitment efforts continue for a Senior Financial Analyst to backfill for a promotion, as well as an Energy Services Specialist that may be filled at the journey or senior level.

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

2025 Benefit Updates
During annual open enrollment rate bids, SVCE brokers were able to obtain some significant rate improvements while modernizing employer covered life insurance, short term and long-term disability plans for 2025. Those savings will be passed on by updating current benefits allocation to change from $1500 employer contribution for medical/dental/vision to $1500 employer contribution for medical with vision/dental covered by employer. Overall budget dollars allocated for the 2024-2025 budget remain the same.

Clean Energy Update
Staff continues its procurement efforts to source clean energy for calendar year 2025 and beyond. Staff executed a purchase of carbon-free nuclear energy for 2025-2027 consistent with the authority delegated to me at the November 2024 Board meeting. Given current load and renewable resources projections, staff expects to be above 91% clean for 2025.~~meet the 100% clean target for 2025-2027.~~ Longer term clean procurement efforts continue, resulting from the fall 2024 request for offers.

SVCE's clean position for 2024 is now expected to be 78% which is a drop from last month given lower than expected generation from several of our renewable power purchase agreements.

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

Customer Success Department Updates

New Program Launches
This fall, the programs and marketing teams have been very busy launching several new, key programs to help increase electrification education and adoption.

Full-Service Home Upgrades
SVCE is proud to announce the soft launch of the new Full-Service Home Upgrade program. This program makes it easier for single-family residents to complete whole-home upgrades with fixed pricing and the support of trusted partner contractors. From no-cost energy assessments to professional installation and rebate application assistance, this comprehensive electrification service ensures homeowners are supported every step of the way. Plus, income-qualified residents may be eligible for no-cost upgrades.

Residents can learn more and schedule a complimentary home assessment at svcleanenergy.org/full-service.

Emergency Water Heater Replacement Available Now
Broken or failing water heater? This new SVCE service for single-family homes guarantees same-day service and hot water restored within 48 hours. Plus, income-qualified residents may receive no-cost upgrades. Call (408) 260-5255 or learn more at svcleanenergy.org/emergency-water-heater. .

eHub 2.0 is Live!
The new and improved SVCE eHub is officially live! The upgraded digital customer resource center now provides personalized electrification support for both residential and non-residential customers. From tailored incentive tools to updated resources for businesses and contractors, eHub goes beyond education by guiding customers from learning to action, personalizing their experience to help them explore options and claim rebates more easily.

Visit eHub to enjoy the new experience: ehub.svcleanenergy.org.

Please see Attachment 2 for the Decarbonization Programs quarterly report, and Attachment 3 for a recap of our community engagement and marketing efforts this past month, including upcoming events where the SVCE Dream Home will be in the community.

Regulatory & Legislative Update
The final decision for the 2025 Energy Resource Recovery Account case at the CPUC is expected to be adopted in December. This is the case that approves of PG&E's 2025 generation rates and the Power Charge Indifference Adjustment rate, commonly referred to as the PCIA, for implementation on January 1, 2025. The latest forecasts indicate that the PCIA rate is expected to drop 33% for SVCE's vintage and that PG&E's average generation rate will likely increase by a small percentage. However, until we get PG&E's final filing in late December, implementing the CPUC's final decision we cannot definitively share the exact percentage rates will change.

The Legislature reconvened on December 2, 2024, for the start of the 2025-2026 legislative session. In their opening speeches, the leaders of the State Assembly and Senate both talked about affordability and the need to reduce the cost of living, including lowering energy costs. The Governor also called a Special Session to consider legislation to fund legal efforts that respond to the incoming federal administration.

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 January through March 2025, please refer to Attachment 5.

ATTACHMENTS
1. Clean Power Update, December 2024
2. Decarbonization Programs Quarterly Report, FY 24 Q4
3. Energy Services & Community Relations Update, December 2024
4. Regulatory and Legislative Update, December 2024
5. Agenda Look Ahead, January – March 2025
6. Updated Organizational Chart

Exhibit 1 - CEO Agreements Executed Under Delegated Authority

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

1) City of Mountain View, Amendment: Decarbonization Grant Program Agreement, extends term to 12/31/2025
2) ClearResult Consulting, Amendment: Electrical Vehicle Technical Assistance, extends term to 6/30/2025
3) City of Sunnyvale, Amendment: Decarbonization Grant Program Agreement, extends term to 8/31/2026
4) MRW, Amendment: IRP Development Services, extends term to 12/31/2025
5) Beth Sussman Consulting, Agreement, Leadership Development Support, Training and Coaching, not to exceed $90,000, 1/1/2025-12/31/2025
6) Tenaska Power Services, Agreement: Scheduling Services, $12,000 per month, 12/14/2024-12/31/2025
7) Municipal Resource Group, Amendment: CAISO Technical Support and Integration of Electric Resource Services, extends term to 6/30/2025
8) City of Mountain View, Amendment: Decarbonization Grant Program Agreement, extends term to 12/31/2025
9) Clarement Behavioral Services, Agreement: EAP Services, not to exceed $15,900, 2/1/2025-12/31/2027

SILICON VALLEY CLEAN ENERGY

Exhibit 2 - CEO Power Supply Agreements Executed Under Delegated Authority

Counterparty Name	Execution/Effective Date	Transaction Type	Product	Start Date	End Date	Notional Value
Clean Power Alliance	11/19/2024	Purchase	Carbon-Free Energy	1/1/2025	12/31/2027	Delivery Dependent
Shell Energy North America	11/15/2024	Sale	Resource Adequacy	1/1/2025	3/31/2025	$360,000
NRG Energy Marketing	11/22/2024	Sale	Resource Adequacy	2/1/2025	4/30/2025	$89,999

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

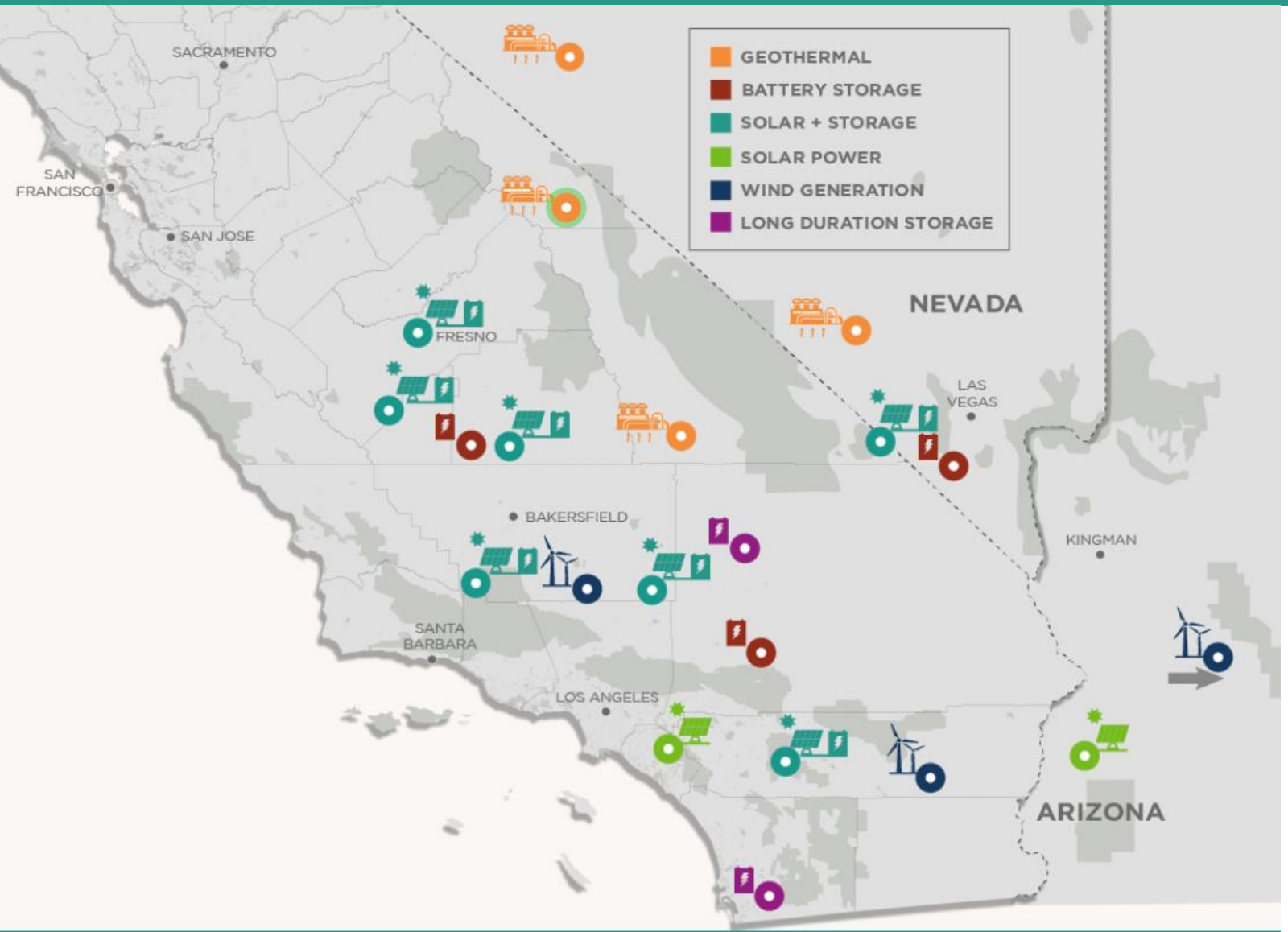


CEO Report
Clean Power Update

SVCE Board Meeting
December 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 – July 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

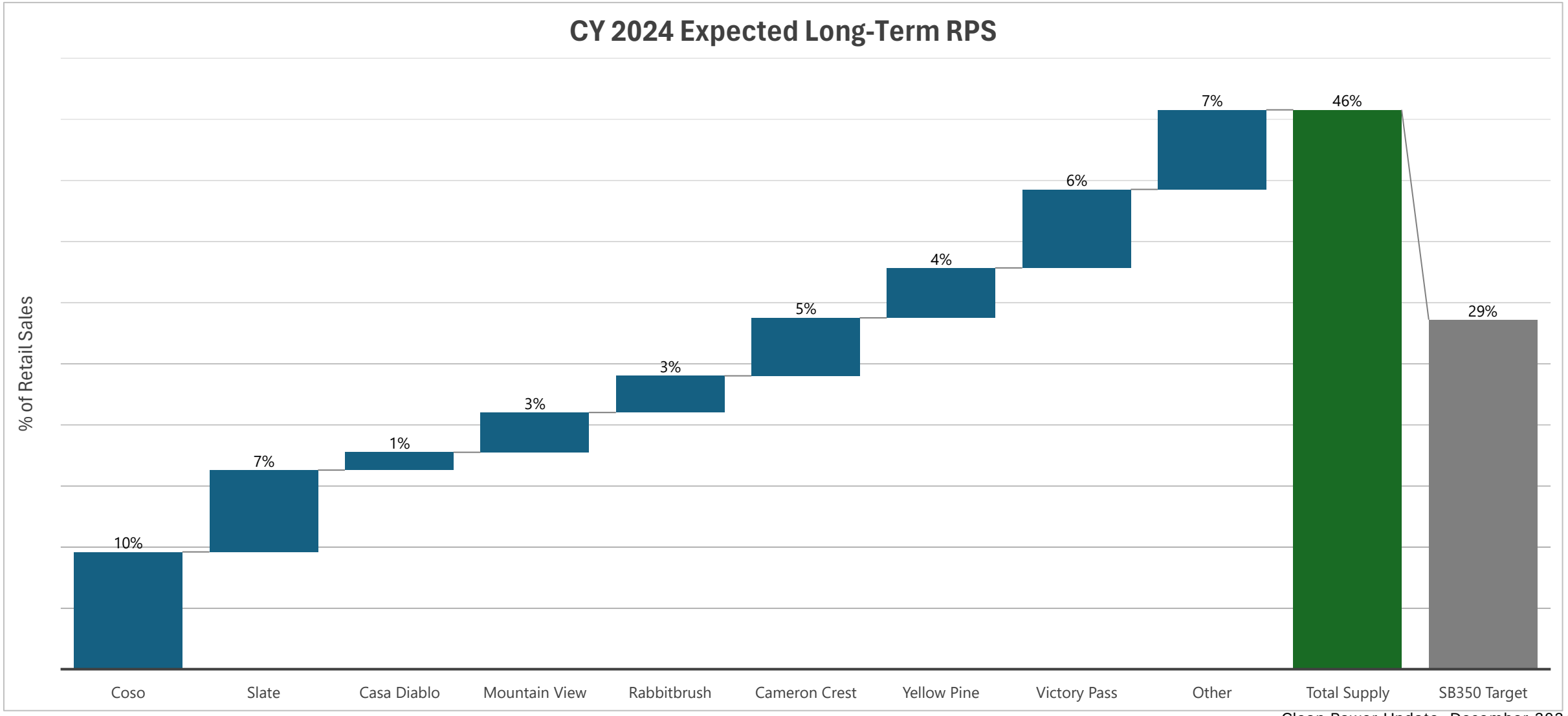
SVCE Long-Term Clean Energy Contracts

	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

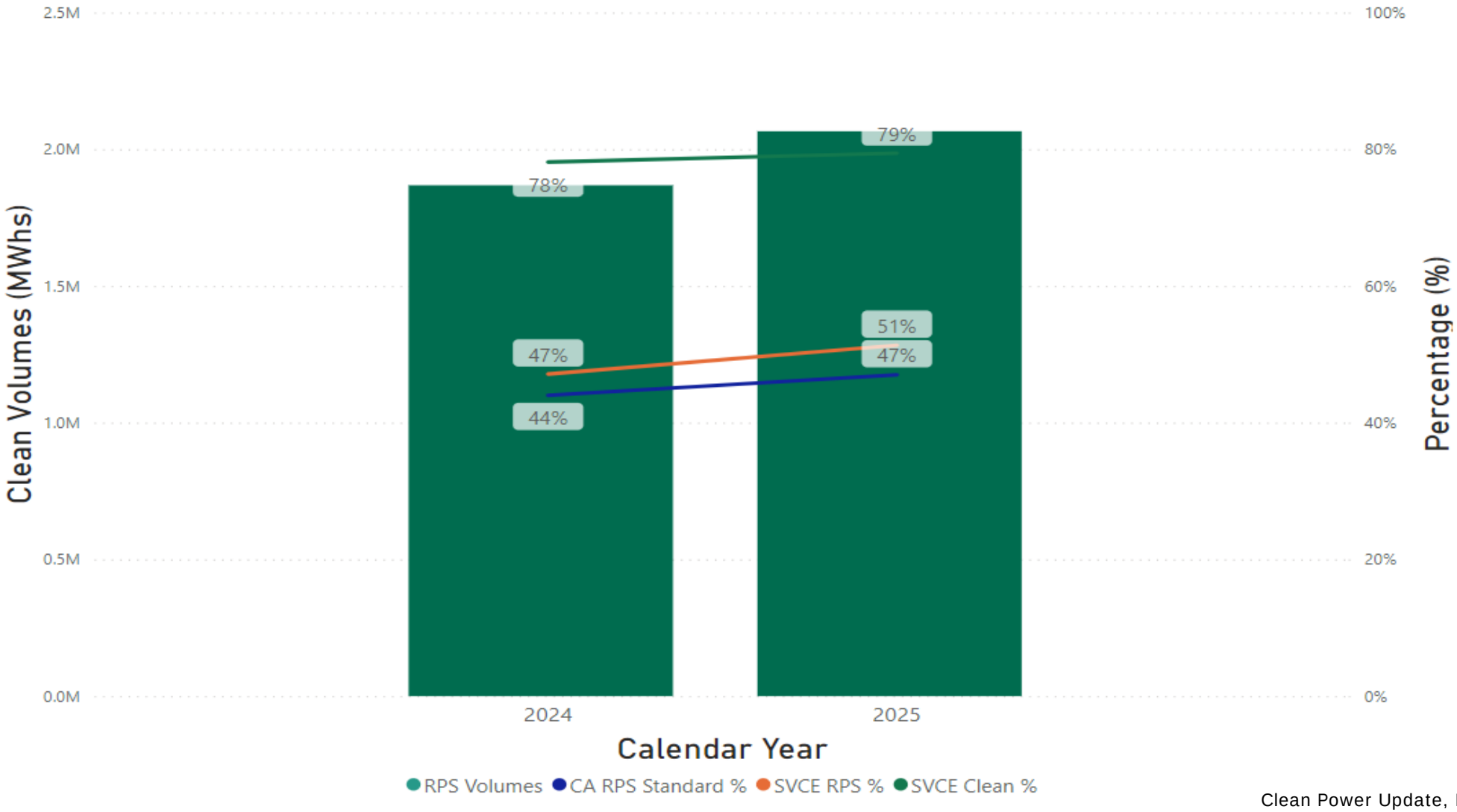
Clean Energy Resources Online Progress
as of Dec, 2024

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



Projected Clean Position for 2024/2025



THANK YOU!



DECARBONIZATION PROGRAMS

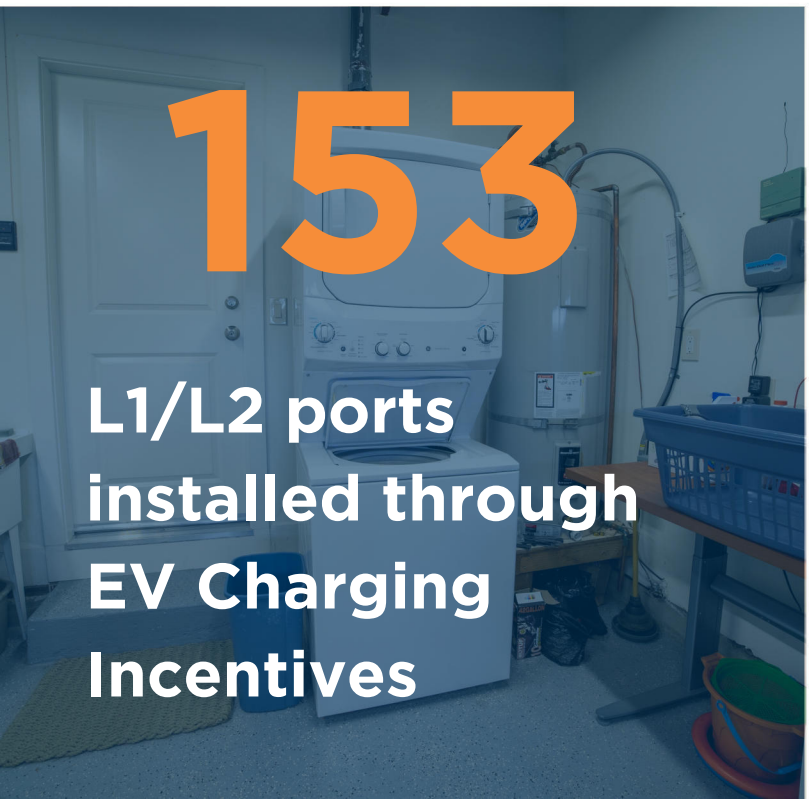
SILICON VALLEY CLEAN ENERGY

Quarterly Report

FY24 Q4 Milestones



305 L2 ports installed through CALeVIP



153 L1/L2 ports installed through EV Charging Incentives



1,350 completed electrification projects through Home Rebates

PROGRAMS PORTFOLIO

FY24 Q4

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	2 multifamily sites enrolled	Completed initial intake for 2 sites	Develop Electrification Plans for 2 sites, continue pursuit of new sites
EV Charging Incentives	$11.4M	• 80 MUDs with EVI (720 ports) • 4,000 L1/L2 chargers at affordable housing	• 18 MUD active reservations (153 ports) • 13 sites completed (149 L1/L2)	Processed 6 new MUD claims for 77 additional EV ports	Expand enrollment, adjust incentive levels and raise maximum incentive per site
Home Rebates	$10.05M	2,800 homes fully/partially electrified	1,350 homes fully/partially electrified	Cumulative results: 604 HPWH, 885 HVAC, 48 Induction, 424 prewiring. New application portal delayed	Hit 1,700 claims. Launch new rebate and claims processes
Electrification Rate Discount	$9.5M	5,000 customers enrolled	3,000 enrolled	Significant enrollment growth. NEM analysis completed. Synthesized learnings to-date	Finalize proposals for E-ELEC design revision. Create timeline for board presentation.
Community Energy Resilience	$5.15M	13 agencies complete projects	4 completed agency projects	Los Altos Hills completed battery project	Monitor and reimburse agencies as projects move to completion
C&I Decarbonization Program	$5M	8,000 metric tons of CO2e removed through carbon saving measures	38 customer leads, 3 Participation Agreements in legal review	Outline program at SVCE "Watts for Lunch"	Secure 4-9 signed Participation Agreements, complete site assessments
Decarbonization Demonstration Grants	$3.2M	8 local public facing electric projects	1 project complete	Worked with several agencies to execute grant extensions to accommodate project delays	Support grantee community engagement efforts and grant extensions
Permit Modernization	$3.2M	13 member agencies improve electrification permitting	Data gathered and planning underway	Action plans are all distributed and resources will flow out in Q1 of 25	Resources actively deployed in at least ten agencies
CALeVIP 1.0	$2.5M	• 85 DCFC installed • 1,100 L2 installed	• 10 DCFC installed • 305 L2 installed	Continued processing incentive payments as installations were completed	Continue making payments to DCFC and L2 projects as they are completed

View our active rebates here.

PROGRAMS PORTFOLIO

FY24 Q4

Active Programs

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Customer Resource Center (eHub)	$2.1M	• 1.5M email opens • 350K unique web visits	• 811K email opens • 390K web visits, • 735 total claimed rebates (375 yard equipment)	Sent emails promoting: • Yard Care Promotion • Solar + Battery Assistant • Summer Promotion • Summer Sweepstakes	Launch eHub 2.0 in November which is a substantial product release
Fast Charger Incentives	$1.875M	10 DCFC installations near MUD hotspots	10 of 10 ports are live now (4 sites)	All sites now energized. Awaiting 1 final claim for 2 ports.	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	Work impacted due to repercussions from Berkeley decision. Rather than try to advance policies that aren't gaining traction, focused on BAAQMD readiness	Develop preliminary list of policy options for agencies to consider in 2025
Contractor Training	$1.7M	• 300 contractors trained • 500 graduate incentives	277 contractors completed training. 147 approved graduate incentive claims	Q3 has historically been a down period for training enrollments and that seasonal trend continued	Q4 is typically busier for enrollments. Send mailers directly to contractors who participated in FutureFit Homes. Mailers will have a QR code to direct contractors to the training webpage
Programs Marketing Fund	$1M	4,500 new program participants	Nearly 1,200 program participants (Go Electric Advisor, Gridshift, Business Rebates, Home Rebates, Contractor Training, EVI programs)	Rebates campaign beat engagement goals with 6.26M impressions on Google/Meta and a $0.26 cost per landing page visit. Over 100 visitors used GEA	Launch a large Go Electric campaign to help launch the new eHub Incentives Finder and two other programs
GridShift EV Charging and Rebates	$973K	Bill/emissions savings and load shifting capacity	• 1,492 EVs enrolled • 55 charger rebates	Prepared for ChargeWise (hourly price signal) pilot launch in mid-October	Launch ChargeWise pilot and recruit pilot participants
Go Electric Advisor	$892K	3,600 customers use hotline, 1,200 use tech assistance, 350 use electrification plans	540 customers use service	Steady participation after rise in Q3. Ensuring advisors are trained on upcoming single-family programs	Increase marketing campaigns and aim for 300 new contacts
Business Rebates	$750K	20-30 SMBs electrified	5 SMBs fully/partially electrified	Met with 4 out of 13 city Economic Development staff. Attended 5 Chamber events. Awarded 1 rebate claim. Issued RFP for CBO to support outreach	Award 2 to 4 new claims, move forward with a CBO partner, present at 3 to 5 chamber events, finalize scheduling for Rebates and Incentives workshop.

View our active rebates here.

PROGRAMS PORTFOLIO

Active Programs

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
EV Charging Planning	$725K	60 assessments, 36 projects done, 250 ports installed	72 applications (45 completed)	Prepared 3 site solutions; enrolled 5 new properties	Expand enrollment; determine plans for 2025
EM&V	$640K	Evaluate 80% of SVCE programs within 1 year of launch	9 reports completed, 2 in progress	TO14 (Reach Codes) completed. TO6 and TO15 draft reports under review. Active TOs extended through 12/31/24.	Complete TO6 (EVI) and TO15 (FFH). Set up TOs for Member Agency Grants and Rock Rabbit. Scope 4 new Task Orders.
Reach Codes 2.0	$600K	Require all new buildings to be emissions-free	13 agencies adopt electrification ordinances	Campbell and Cupertino advanced their reach code	Respond to requests from agencies and look ahead for future code opportunities
SV Building Electrification Stronger Together	$600K	Educate stakeholders about building electrification	35 new stakeholders engaged to date	Contractor RFP released on September 30	Release community partnership grant and conduct information session
Decarbonization Engagement Grants	$442K	5 communities engage residents on climate action topics	1 project complete	Los Altos Hills completed educational kiosk project	Monitor and reimburse agencies as projects move to completion
Natural Gas Phaseout Feasibility	$300K	Complete 2 whitepapers to inform local, regional, and statewide policies	1 whitepaper (funding requirements) completed	Delivered one paper on how to fund decarbonization in SVCE territory. Made progress on technical solutions analysis paper	Develop phase 2 Scope of work, complete technical solutions analysis paper
Fleet Electrification	$300K	Complete fleet electrification and charger installation planning for 10 fleets	10 fleets in progress	Several agencies have progressed, but finalizing plans require PG&E to finish their planning work. One agency close to completion	Finalize two agency engineered plans and progress on two additional plans
SV Transportation Electrification Clearinghouse	$150K	Create cohort to enable equitable electrification.	Merged into other programs	Original goals matured into initiatives. Program merged with other programs	Original goals matured into initiatives. Program merged with other programs
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

View our active rebates here.

PROGRAMS PORTFOLIO

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 November 2024
Resiliency, Engagement, and Decarbonization (RED) Grants	$10M	Fund resiliency, engagement, and decarbonization projects for Member Agencies, schools, community groups, and non-profits	Finalized program design for Member Agency non-competitive grants and competitive grants	Launch grants and distribute applications to member agencies
Tariffed On Bill (TOB) Financing	$5.2M	200 customers finance electrification	Board contract approval. Ongoing pilot design & coordination with other single-family programs	Continued pilot design in preparation for Q2 FY25 launch, including final contract adjustments as necessary
Innovation Onramp	$2.4M	1-2 pilot projects per year that advance electrification programs and strategies	Rock Rabbit launch delayed due to SVCE back-end systems alignment	Launch grant solicitation for EVI and select awardees, Launch of Rock Rabbit app
Neighborhood Electrification	$1.5M	Test model to electrify buildings within a community. Electrify 15 homes and set plans for 24 homes	Conducted focus group with residents. Feedback may inform RFP to be released next quarter	Release RFP for vendor and host at least one electrification event.
EV Rebates	$1.5M	600 EV purchase incentives for income qualified customers	Finalized program development and prepared for program launch. Recruited dealerships and community engagement plans	Launch point-of-sale and Post-Purchase EV Rebate program. Run 3-4 EV education community events
Workforce Development Partnerships	$1.3M	Increase capacity to coordinate and train skilled workforce for residential electrification jobs	Began program design and engagement with key partners	Complete Program Design and Launch 1 initiative
Demand Flexibility and Virtual Power Plant programs	$1M	Connectivity to flexible, customer-sided loads to enable bill savings, avoided generation and capacity costs, reliability and carbon benefits	Connected Uplight to Morgan Hill's meter data (manual uploads via FTP). Ran 31 events, including 12 Level 2 events. No grid emergencies	Call 10 events (fewer during cooler months). Evaluate M&V data from Uplight to assess load shed per $ invested, feed into ongoing demand flex RFP
E-Bike Rebates	$500K	450 e-bikes	Began initial program design	Stakeholder outreach, finalize program design
Portable Heat Pumps	$500K	100 portable heat pumps	Reassessed priority level of program, technology available	Deprioritized for now to focus on higher impact programs. Revisit end of 2025

View our active rebates here.

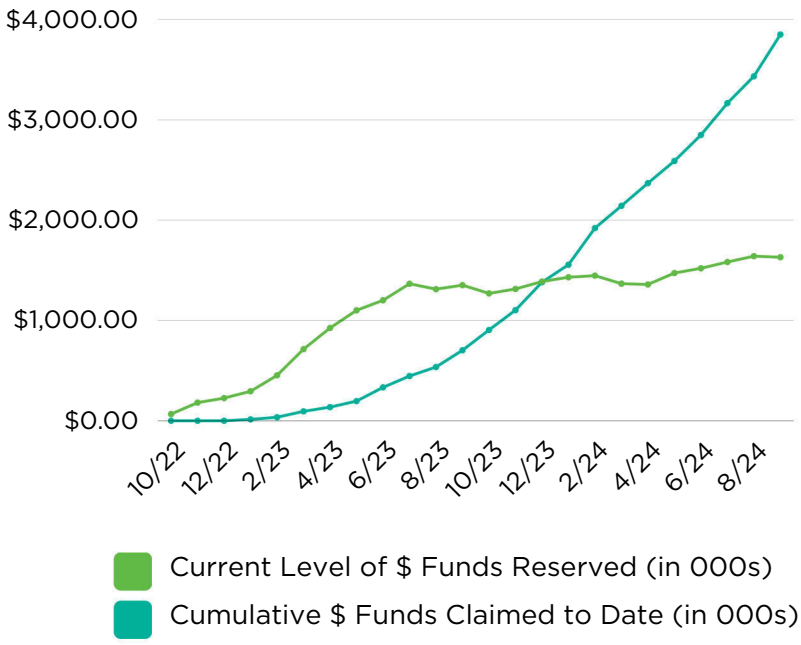
PROGRAMS HIGHLIGHTS

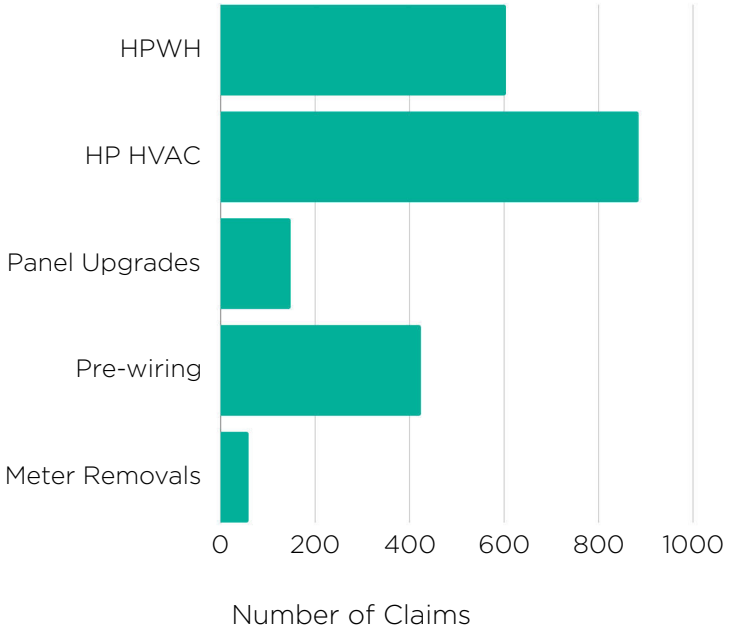
Home Rebates

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: $3.85M

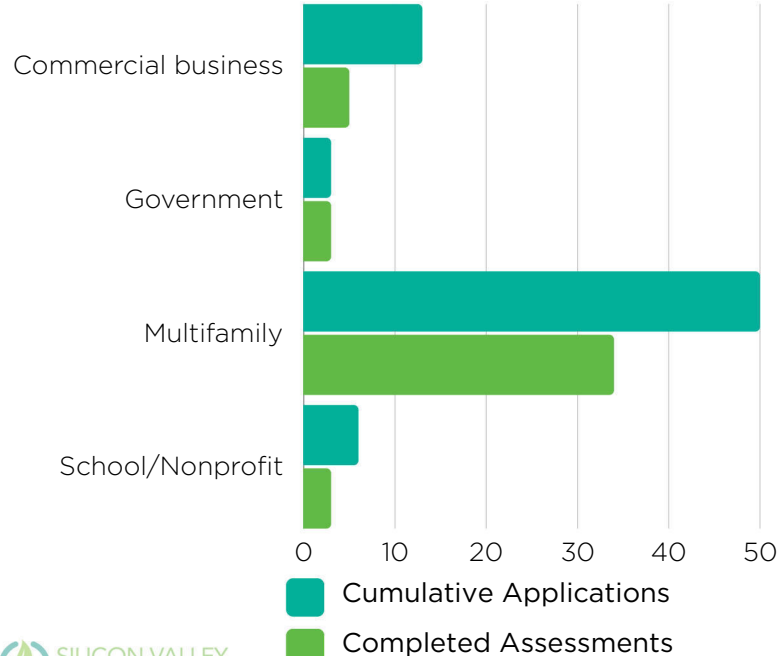
Rebates reserved: $1.63M





EV Charging Planning

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



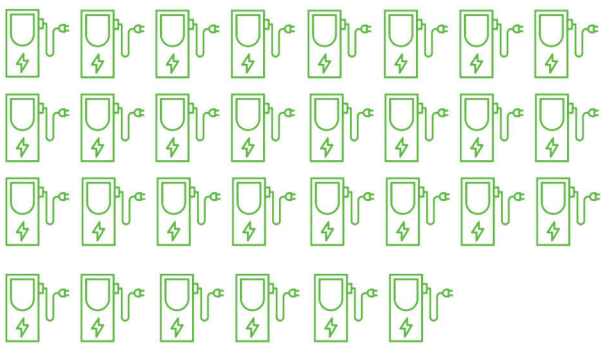
EV Charging Incentives

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

Funds Reserved: $548K

Funds Claimed: $572k

Goal: 35 Sites, 150 ports



= 5 Installed EVSE Ports

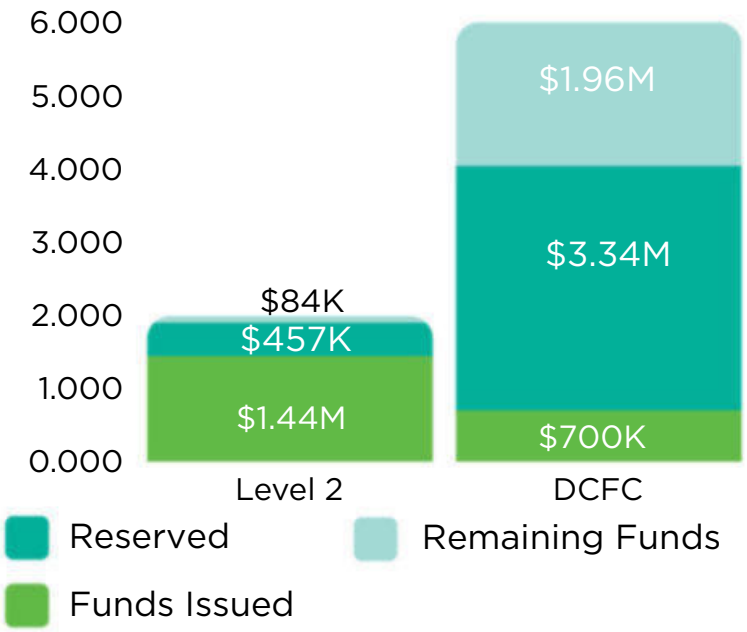
PROGRAMS HIGHLIGHTS

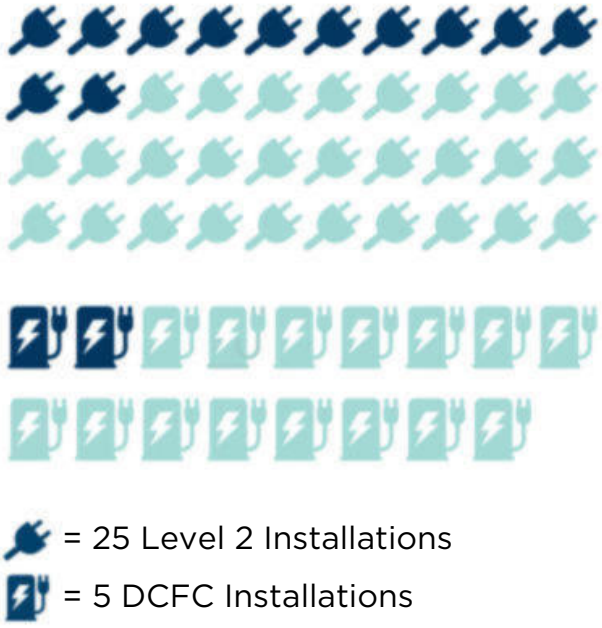
CALeVIP

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

Funding: $11.58M

Goal: 1K Level 2 + 85 DC Fast Chargers



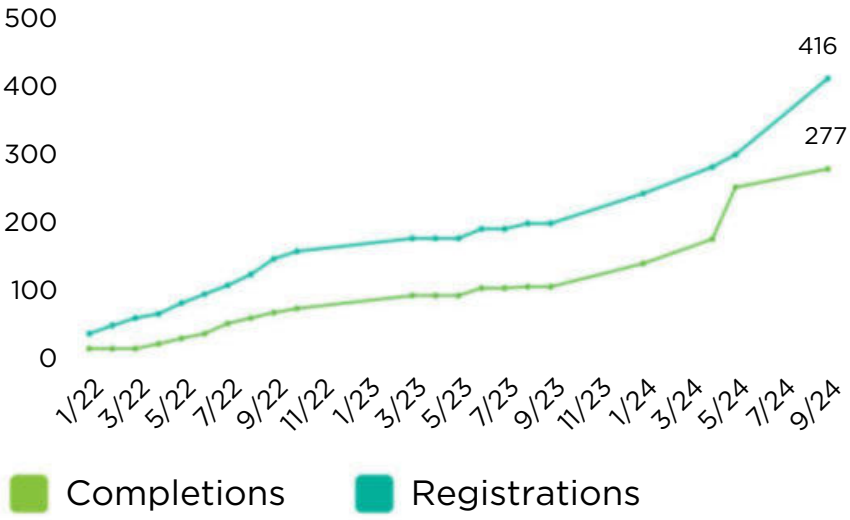


Contractor Training

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

Funding: $1.5M

Goal: 300 Participants Complete the Course (Phase 2)

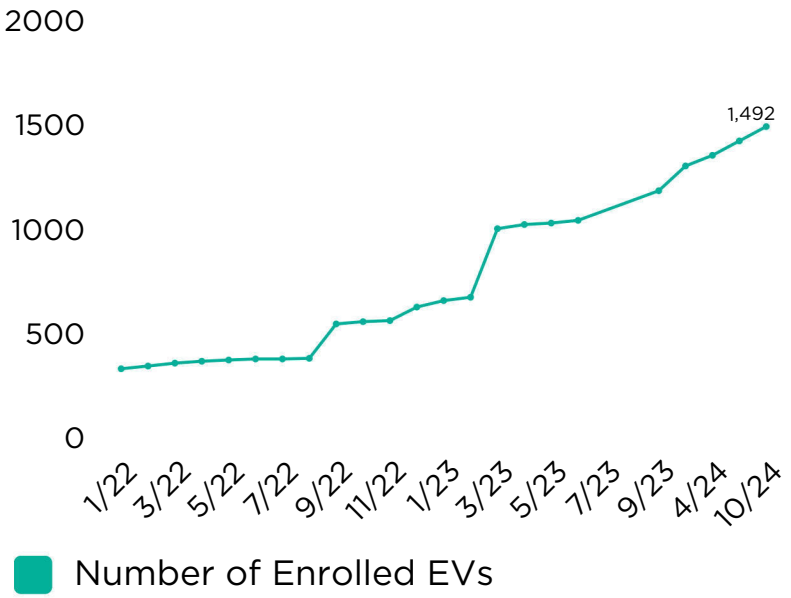




PROGRAMS HIGHLIGHTS

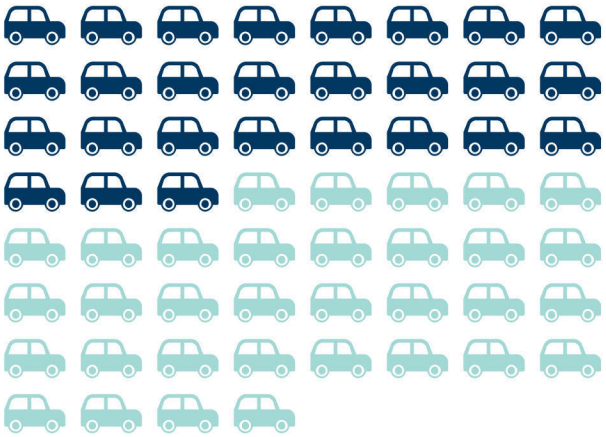
GridShift EV Charging

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



Rebate Goal: $30K

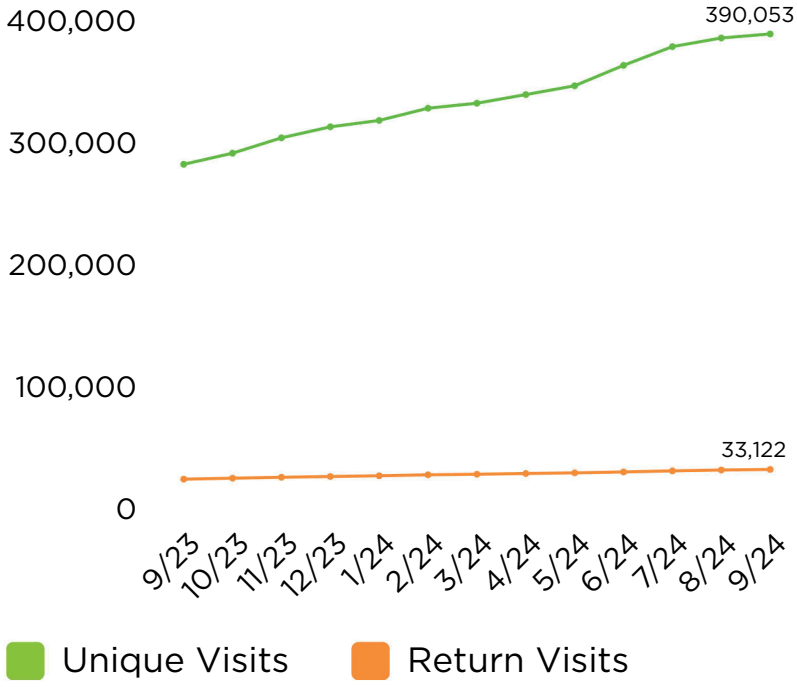
Goal: 120 EV Chargers added to fleet



Charger Rebates Issued: 55

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

GLOSSARY

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.

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

Go Electric Advisor: 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.

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

Business Rebates: Incentives for projects at a handful of small and medium business properties.

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

EV Charging Incentives: 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.

EV Charging Planning: Technical assistance for preliminary site design and pertinent rebates for charging at multifamily housing and small and medium workplace properties.

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

Fast Charger Incentives: 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

December 2024 Updates

1. Outreach Events & Sponsorships

Date	Sponsorship/Event	Location
12/1/2024	**Los Altos Festival of Lights Parade** 6 p.m. *SVCE Ford Lighting powering the KMTV Livestream news van*	Downtown Los Altos
12/11/2024	**SVCE Holiday Mixer** 4:30 – 7 p.m. *SVCE-hosted event*	Cupertino Community Hall 10350 Torre Ave Cupertino, CA 95014

2. Customer Participation

	Participation Rate	Overall Participation Rate
Residential	96.13%	96.17%
Commercial	96.53%	

3. Member Agency Working Group December Update

The December MAWG was held on December 5, 2024.

The meeting agenda included:

- 2024 SVCE Retrospective on Community Programs, Reach Code Policy and Permitting, and BAAQMD
- Discussion on Electric Vehicle Infrastructure Challenges
- 2025 MAWG Planning for In-Person and Virtual Meetings

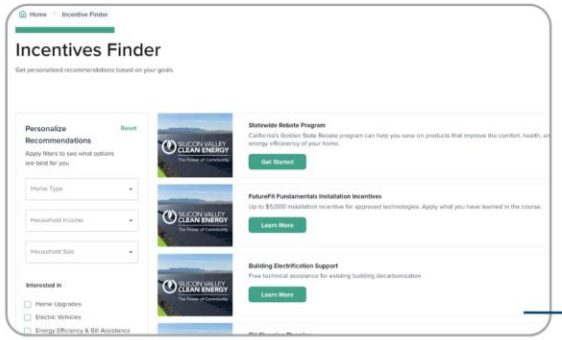
4. New and Improved eHub

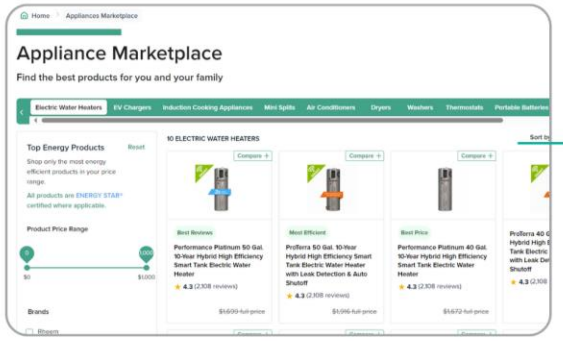
Overview of the new eHub

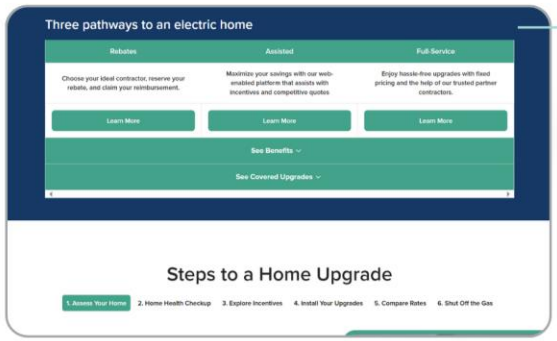
eHub, our online customer resource center, has helped many customers explore the benefits of all-electric living. With this latest upgrade, eHub now goes beyond education by guiding customers from learning to action, personalizing their experience to help them explore options and claim rebates more easily.

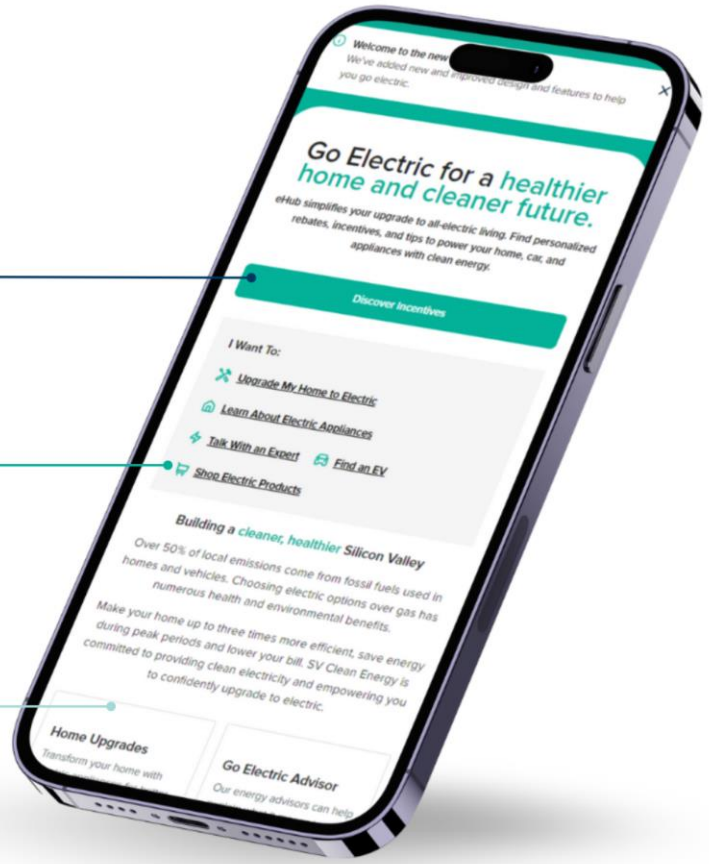
What's New:

- **Incentives Finder** – A robust tool that lets customers quickly identify rebates and incentives specific to their needs.
- **Home Upgrades Webpage** – Provides information on three upgrade pathways and step-by-step guidance for home electrification.
- **Improved UX** – A polished, one-stop experience that connects educational resources with offers and services.









ehub.svcleanenergy.org

5. Full-Service Home Upgrades Programs Launch

New programs to help customers go electric

Full-Service Home Upgrades (soft launch)

Provides full-service support for whole-home electrification, including assessment, installation, and rebate applications. Income-qualified customers receive no-cost installations.

www.svcleanenergy.org/full-service

Emergency Water Heater Replacement

Guarantees same-day service and hot water restored within 48 hours for broken and failing water heaters. Income-qualified customers receive no-cost installations.

svcleanenergy.org/emergency-water-heater



6. EV Rebates - Marketing Highlights

As with all SVCE programs, marketing is done through a combo of tactics to reach target audiences. These include emails, mailers, ads, events and getting info out through member agencies and community partners. Some recent highlights include an EV showcase and workshop in Gilroy.



Social media post





In-person workshop in Gilroy



Flyer

7. Contractor event

Contractor event hosted in North and South County

Event Overview:
We successfully held our first contractor training events, engaging 41 contractors through intimate lunch-and-learn sessions. Notably, around 80% of attendees had not previously participated in our training or utilized home or business rebates. We provided education and resources about SVCE programs that can help contractors with their business.

Attendance Details:
Mountain View Event: 39 registered, 24 attended (61.5% attendance; goal: 35)

Morgan Hill Event: 23 registered, 17 attended (73.9% attendance; goal: 25)



Mountain View Event



Morgan Hill Event

8. Press Releases & Media

Press Releases

- Go Electric With the New and Improved eHub, an Online Customer Resource Center, *Press Release, 10-15-24*

Media Mentions

- Sunnyvale Electric Vehicle Expo, *Patch.com, 10-30-24*
- First large-scale solar energy and storage system to be built on Peninsula, *Palo Alto Online, 11-12-24*
- West Valley cities want to ban gas appliances amid legal ruling, *San Jose Spotlight, 11-19-24*
- Belle Haven townhouses become first fully electrified multifamily buildings in San Mateo County, *The Almanac, 11-19-24*
- Silicon Valley Clean Energy relaunches customer service eHub, *The Mercury News, 11-24-24*



SVCE Legislative and Regulatory Update

December 11, 2024

SILICON VALLEY CLEAN ENERGY

Policy Updates

Regulatory Update:

1. Timely Energization
2. 2025 ERRA Forecast

Legislative Update:

1. Bill status for priority bills
2. 2024 Legislative Calendar



Regulatory Update

Key Regulatory Activities

Activity	Purpose	Status
Timely Energization (R.24-01-018)	To establish energization timelines.	PG&E has filed its Advice Letter detailing how it will modify and improve customer engagement and communication for customers that are energizing projects. PG&E was required to file this Advice Letter in the first decision ordering improvements to the energization timelines that was issued in this proceeding (Decision 24-09-020). PG&E expects the initial deployment of its customer resource website to be live by Q2 2025. The website will enable: 1. Process transparency and simplicity so customers can easily understand the energization process 2. Provide timely project status updates to help the project stay on track 3. Proactively inform customers about unexpected project delays to expedite resolution.
PG&E's 2025 ERRA Forecast (A.24-05-009)	Application of PG&E for Adoption of Electric Revenue Requirements and Rates Associated with its 2025 Energy Resource Recovery Account	On November 25th the Commission issued its Proposed Decision ("PD") in the 2025 ERRA case, which is expected to be adopted in December. PG&E's 2025 rates will be finalized towards the end of December 2024 when PG&E submits its Annual Electric True-Up. Key take-aways: 1. PG&E had proposed that the Commission cap the forward-looking 2025 market price benchmark ("MPB") for resource adequacy ("RA"), which the Commission denied in the PD. The RA MPB impacts SVCE's Power Charge Indifference Adjustment. 2. However, the Commission left open the possibility that the methodology for developing the MPB may be refined, through a new proceeding or reopening of another proceeding. This may impact the final MPBs for 2025.



Legislative Update

SVCE and CalCCA Bill Positions

Bill	Summary	CalCCA or SVCE Position	Status
SB 1095 (Becker)	Prohibits mobile home parks and homeowner associations from instituting barriers to electric appliances.	SVCE Support/CalCCA Support	Died
AB 2513 (Pellerin)	Requires health warning labels on gas stoves.	SVCE Support	Vetoed
SB 1221 (Min)	Creates a neighborhood zonal decarbonization pilot at the CPUC.	SVCE Support	Signed
SB 382 (Becker)	Building electrification disclosures.	SVCE Support	Signed
AB 2368 (Petrie-Norris)	Reliability planning	SVCE Support	Signed

SVCE and CalCCA Bill Positions

Bill	Summary	CalCCA or SVCE Position	Status
SB 1130 (Bradford)	Allows households with less than 3 people to enroll in the FERA low-income bill assistance program.	CalCCA Support	Signed
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	Signed
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: Jan – March 2025

January

8th: BOD Meeting

- Chair and Vice Chair Appointment - *Action*
- Executive Committee Membership Selection – *Action*
- Community Grant Funding Update - *Info*

February

12th: BOD Meeting

- 2025 SVCE Committee Selections - *Action*
- FY 25 Programs Budget and Impact Summary – *Information*
- Update to Exhibits C and D of SVCE JPA – *Action*
- Regionalization – *Discussion*
- FY 2025 Q1 Strategic Plan Update – *Information*
- Affordability – *Discussion*

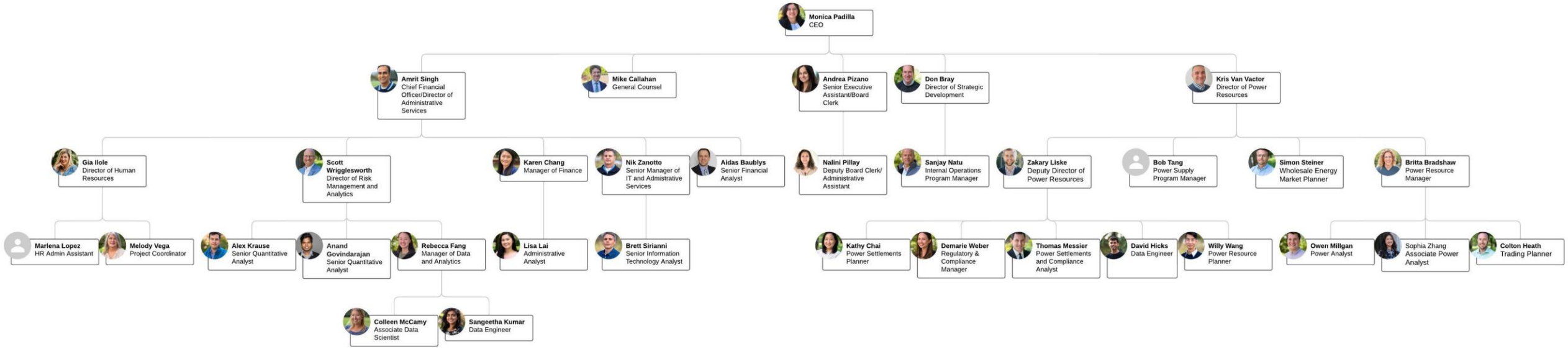
March

12th: BOD Meeting

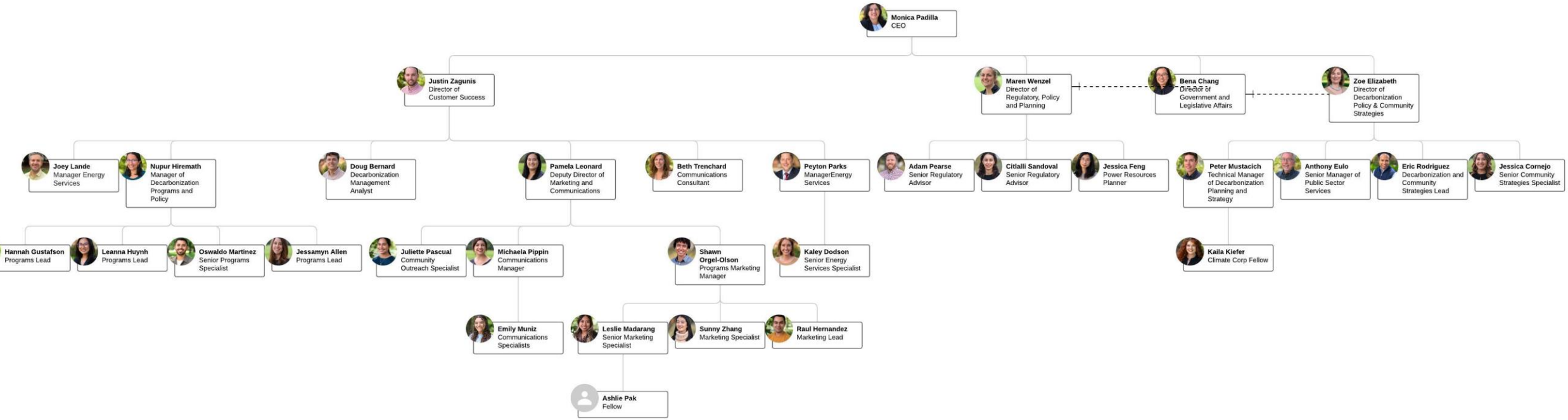
- Mid-year Budget – *Action*
- Receive Audited Financial Statements – *Action*
- PPA Project Selection Criteria – *Action*
- Approve Amendments to Energy Risk Management Policy – *Action*

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

Executive Team, Finance & Administration Department and Power Resources and Operations Department



Customer Success Department and Regulatory, Policy, Planning and Legislative Department



SILICON VALLEY CLEAN ENERGY

Staff Report – Item 3

Item 3:	**Approve Fiscal Year 2024-2025 Budget Update and 2025 Customer Rate Setting**
From:	Monica Padilla, CEO
Prepared by:	Amrit Singh, CFO and Director of Administrative Services
Date:	12/11/2024

RECOMMENDATION

Adopt Resolution 2024-16:

1. Authorizing the Chief Executive Officer (CEO) to implement SVCE generation rate changes to maintain a four percent (4%) discount to PG&E's applicable generation rates when PG&E's updated rates are implemented, expected to be January 1, 2025, or after, allocation of sufficient time window for implementing new generation rates in SVCE's billing system, expected to be within three weeks of PG&E's release of the new 2025 rates.

2. Updating the fiscal year 2024-2025 (FY 2025) operating budget that projects depositing $96.75 million into the reserves, considering updated revenues, power supply expenses, investment-earning forecasts, and the following additional allocations:
   a) $0.96 million towards bill credits for California Alternate Rates for Energy[1] (CARE) and Family Electric Rate Assistance[2] (FERA) customers,
   b) $1.7 million to the Programs Fund

EXECUTIVE COMMITTEE AND FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATIONS

At the November 22nd, 2024 Executive Committee meeting and the November 25th, 2024 Finance and Administration Committee meeting, staff presented the updated budget projection, which maintains the current 4% overall customer discount rate and includes additional dollars towards low-income customers' bill credits and the programs fund to account for updated rate projections and revenues. Both committees discussed the staff's recommendations and voted unanimously to recommend that the Board adopt the proposed budget update. The committees discussed the concerns of high electricity bills for low-income customers. Staff discussed that customer affordability is one of the key strategic priorities for SVCE, and staff is working towards assessing affordability more comprehensively, including for customers that may not qualify for the heavily discounted CARE/FERA rates.

[1] For households up to 200% of federal poverty guidelines ($31,200 for households of 4), the CARE program offers a ~30-35% discount (not including additional SVCE discount and bill credits) on customers' electric bills and a 20% discount on their natural gas bills. For example, the income limit for households of 4 is $62,400.

[2] For households up to 250% of federal poverty guidelines, the FERA program offers an ~18% discount (not including additional SVCE discount and bill credits) on customers' electricity bills if the household income slightly exceeds the CARE allowances. For example, the income limit for households of 4 is $78,000.

BACKGROUND

When the Board adopted the FY 2025 budget at the September 2024 meeting, staff explained that because of the uncertainty on the California Public Utilities Commission (CPUC)'s fall update of market price benchmarks (MPB) for Resource Adequacy (RA) and Renewable Portfolio Standards (RPS), staff used conservative assumptions in estimating revenues. Higher MPBs decrease the Power Charge Indifference Adjustment[3] (PCIA). Staff also explained that PG&E recommended that the CPUC cap the RA MPBs at last year's levels. Staff used the prior year's RA and RPS MPBs to develop the budget. The adopted budget showed a contribution to reserves of $14 million. Staff tried to forecast MPBs for RA and RPS and, based on this projection, estimated that revenues could increase by an additional $145 million if CPUC's fall MPBs were to align with staff's estimates.

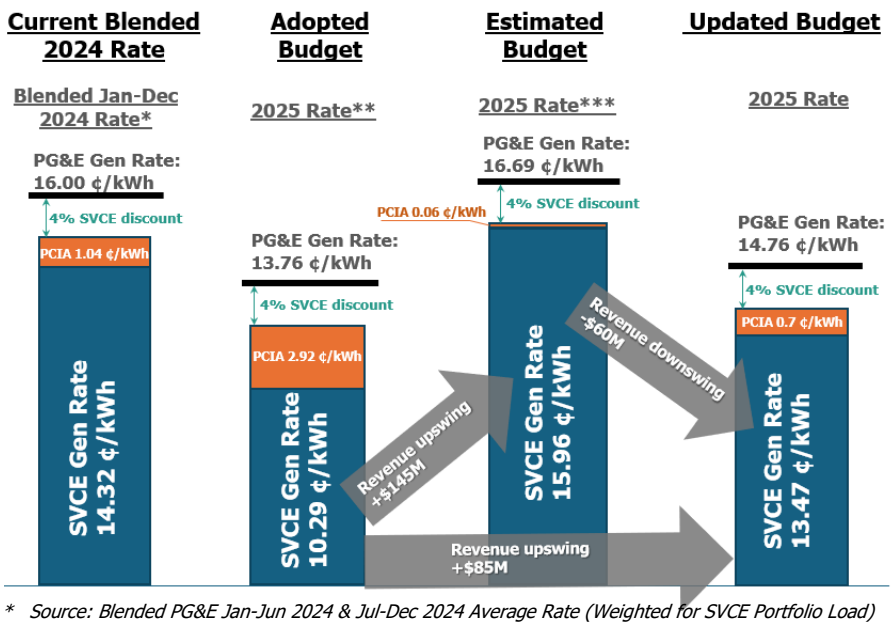
In adopting the FY 2025 budget at the September 2024 meeting, the Board maintained the 4% customer discount rate and provided funding, equivalent to a 1% discount to all customers, for fixed bill credits for low-income customers. The Board also agreed to revisit funding for additional expenditures when there would be more certainty on PCIA and PG&E generation rates.

The recently issued CPUC MPBs reflect the higher RA and RPS prices, improving SVCE's financial projections. RA prices for 2024/2025 are up by 55%/179%, and RPS prices are up 72%/125%, respectively, compared to last year's levels. Using NewGen Consultant's model[4], which incorporates PG&E Energy Resource Recovery Account (ERRA) and MPB updates, staff estimates that PG&E generation rates in January 2025 will decrease on average by 8 percent from average 2024 rates[5] and PCIA, on average, to decrease from about 1.04 to 0.70 cents per kWh. Relative to the adopted budget, on average, SVCE's margins improve by about 31 percent, which increases revenue projections by $85 million. However, relative to SVCE's estimated budget margins, it decreases by 16%, which reduces revenues by $60 million. The estimated budget refers to the higher revenues of $145 million that staff had projected using its estimates for RA and RPS MPBs. The biggest driver of lower revenues is because of declines in wholesale energy prices, which significantly reduced the energy MPBs. These changes are depicted in the chart below.

[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 which 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).

[4] The NewGen PCIA model – PCIA Forecast Explorer v5.1, which was calibrated to PG&E's Fall ERRA Update, including PG&E's proposed cost allocation adjustments but *not including* any proposed caps on market price benchmarks.

[5] PG&E's generation rate decreased in July 2024 on average by 11% from January 2024 levels.



** Source: Blended PG&E Jan-Jun 2024 & Jul-Dec 2024 Average Rate (Weighted for SVCE Portfolio Load)*
*** CalCCA NewGen Model analysis using market data as of 6/28/2024 and CPUC attribute benchmarks adopted for CY 2024 (Weighted for SVCE Portfolio Load)*
**** CalCCA NewGen Model analysis using market data as of 6/28/2024 and market RA and RPS prices (Weighted for SVCE Portfolio Load)*
The above margin analyses ignore minor reductions for franchise fees (0.09 ¢/kWh)

ANALYSIS & DISCUSSION

Based on the updated budget, the projected net contribution to reserves is anticipated to increase from the adopted budget forecast of $14 million to $96.75 million, as illustrated in the table below.

SILICON VALLEY CLEAN ENERGY
FY 2024-25 OPERATING BUDGET
($ in thousands)

DESCRIPTION	FY 2024-25 ADOPTED BUDGET	FY 2024-25 UPDATED BUDGET	Change $	Change %
Energy Revenues	441,050	526,513	85,463	19.4%
Power Supply Expense	387,145	390,091	2,946	0.8%
Operating Margin	**53,905**	**136,422**	**82,516**	**153.1%**
Operating Expenses	36,433	36,433	0	0.0%
Non-Operating Revenue (Expense)	16,275	19,168	2,893	17.8%
Annual Transfers and Other Expenses				
Capital Outlay	1,002	1,002	0	0.0%
Program Fund	8,821	10,530	1,709	19.4%
Nuclear Allocation	3,708	3,708	0	0.0%
Customer Bill Relief	4,411	5,370	959	21.7%
Hanford Emissions Mitigation Fund	1,800	1,800	0	0.0%
BALANCE AVAILABLE FOR RESERVES	**14,005**	**96,746**	**82,741**	**590.8%**

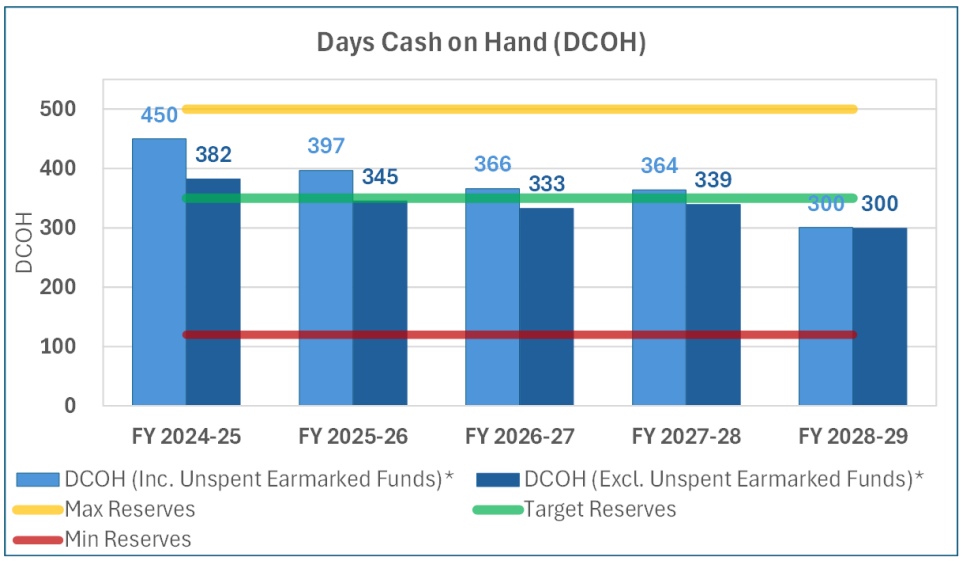
The primary driver for the improved financials is the improvement to SVCE's margins resulting from lower PCIA and higher PG&E generation rates than those used in creating the adopted budget. The above

projections reflect the board-adopted 4 percent customer discount and an additional 1% discount converted to dollar bill credits for low-income customers.

The forecast also updates power supply expenses. Despite decreases in energy prices, the power supply costs increase slightly due to portfolio updates, including those for additional clean resources and Power Purchase Agreement changes, as well as for higher RPS and RA costs.

Transfers to the Program Funds increase by $1.7 million to match the updated revenue forecast. The updated budget also increases low-income customers' "1%-dollar bill credit" for updated rates. The expected monthly bill credit is about $16.94.

The forecast ending reserves level for FY 25, excluding unspent program funds and funds set aside for an SVCE office purchase, is 382 days of cash on hand (DCOH), above the target threshold of 350 but below the maximum level of 500 DCOH. The 5-year reserve forecast shows reserves hovering around target levels and decreasing towards the end of the forecast period.



Financial projections showing SVCE exceeding or staying within the range of meeting its reserves targets enable SVCE to consider funding longer-term key SVCE mission-aligned strategic priorities. Staff recommends that when reserves exceed the target level, SVCE sets these funds aside to consider funding longer-term key SVCE mission-aligned strategic priorities. These strategic priorities will be presented to the Board as a separate agenda item. For FY 2024-25, the forecast amount above the reserve target level is about $40 million. Given uncertainties in preparing a budget forecast, staff proposes funding the strategic priority fund after reviewing the available financial information of the prior fiscal year's results and accounting for the uncertainty in the budget forecast. For FY 25, staff does not yet recommend funding because of high uncertainty regarding PCIA and PG&E generation rates.

There's additional uncertainty in the final rates the CPUC will adopt. PG&E, as it did in the May ERRA forecast, proposes capping RA MPBs at last year's much lower levels, which could significantly increase PCIA. The CPUC's proposed decision issued on November 25, 2024, states that PG&E's arguments are out of scope but could be considered in another proceeding or possibly by reopening the PCIA proceeding. Despite the judge's earlier ruling that PG&E's arguments are out of scope, PG&E continued to make its case and now argues that the high MPBs create a cost shift. They proposed three scenarios that, if adopted in any alternate proposed decisions, could reduce SVCE's revenues from about $20 to $134 million. While staff believes it is unlikely these out-of-scope arguments will be adopted in the current proceeding, there's still uncertainty about how

the CPUC will rule. CPUC may deny PG&E's request, accept it, or implement rates that moderate rate increases to bundled customers.

The final 2024 PCIA and PG&E generation rates will not be known until late December after PG&E further updates ERRA account balances, the CPUC issues its decision, which is expected to occur at its December 15, 2024, meeting, and PG&E files its Annual Electric True-up advice letter.

Planned Timing and Approach for 2025 Rate Updates

The SVCE rate tables will be updated during the first three weeks of the month PG&E's new rates become effective, which is expected to be January 2025. The exact timing will depend upon when PG&E's updated rates are received and the required time window for implementing new generation rates in SVCE's billing system.

100% Renewable Energy Option

The GreenPrime rate for 2025, SVCE's 100% renewable energy option, will reflect the January 2025 default GreenStart rates plus the premium of $0.017 per kWh adopted by the Board at the November 2024 Board meeting.

STRATEGIC PLAN

Rate setting is directly supported by SVCE Strategic Plan Goal 6 – "Maintain healthy financial position; avoid failures in the management of market risk, credit risk, liquidity risk, operational risks, and enterprise risks."

ALTERNATIVE

Staff is open to feedback and suggestions from the Board.

FISCAL IMPACT

The updated budget improves SVCE's financial performance, reflecting an increase in the net contribution to reserves from the adopted budget level of $14 million to $96.75 million.

ATTACHMENTS

1. Resolution 2024-16, approving customer generation rates, additional funding for bill credits for CARE/FERA customers, and programs fund
2. Fiscal Year 2024-2025 Updated Operating Budget
3. Five-year Financial Forecast

SILICON VALLEY CLEAN ENERGY AUTHORITY

RESOLUTION NO. 2024-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY APPROVING CUSTOMER GENERATION RATES AND THE FISCAL YEAR 2024-2025 UPDATED BUDGET

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, at the June 8, 2016, Board of Directors Meeting, the Board adopted the policy that the Authority's customer generation rates for the default service will be one percent (1%) lower than Pacific Gas & Electric's (PG&E) generation rates in place as of January 2017; and the policy allows reexamination of the rates, provided significant deviations in market prices or other extraordinary circumstances mandate an adjustment to the rates; and

WHEREAS, on December 13, 2023, the Board of Directors adopted Resolution No. 2023-20, which approved a customer discount rate that is currently in effect of four percent (4%) to PG&E's generation rates; and

WHEREAS, on September 11, 2024, the Board of Directors adopted Resolution No. 2024-13 approving the fiscal year 2024-2025 operating budget, maintaining the generation rate discount of 4% when new 2025 PG&E rates are implemented, expected to be in January 2025, and allocated $4.411 million in bill credits for California Alternate Rates for Energy (CARE)/ Family Electric Rate Assistance (FERA) customers; and

WHEREAS, in December 2024, due to new updated 2025 PG&E Generation and Power Charge Indifference Adjustment rate projections, the Board of Directors desires to maintain the generation rate discount at 4%, effective when new PG&E rates are implemented, expected to be in January 2025, and amend the fiscal year 2024-2025 budget, as set forth in Exhibit A (the Updated Budget), to allocate an additional $0.96 million towards bill credits for CARE/FERA customers, and an additional $1.7 million to the Programs Fund; and

WHEREAS, since PG&E is expected to issue its final customer generation rates later in December 2024, the Board of Directors desires to grant the Chief Executive Officer (CEO) the authority to adjust the Authority's current electric generation rates for its customers upon receiving PG&E's updated rates and with a sufficient time window for implementing new generation rates in SVCE's billing system, expected to be within the first 3 weeks of when PG&E issues its new rates; and

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

DRAFT

Section 1. Upon the release of PG&E's 2025 customer generation rates, the CEO is hereby authorized to amend the Authority's generation rates to establish a discount of 4% from PG&E's applicable generation rates.

Section 2. The Authority shall adopt the Updated Budget, as set forth in Exhibit A, as the Authority's fiscal year 2024-2025 budget.

Section 3. The Authority's electric generation rates, as adjusted by the CEO pursuant to Section 1 above, shall become effective when PG&E's updated rates are implemented, expected to be on January 1, 2025, or after the allocation of sufficient time window for implementing new generation rates in the Authority's billing system, expected to be within three weeks after PG&E releases its customer generation rates, whichever is later.

The Authority's adjusted electric generation rates shall be set forth in an updated 2025 Electric Generation Rates Schedule. The CEO shall provide a copy of the updated 2025 Electric Generation Rates Schedule to the Board of Directors at its first meeting after the 2025 SVCE electric generation rates are finalized.

PASSED AND ADOPTED this 11th day of December 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

DRAFT

Exhibit A

SILICON VALLEY CLEAN ENERGY
FY 2024-25 OPERATING BUDGET
($ in thousands)

DESCRIPTION	FY 2024-25 UPDATED BUDGET
ENERGY REVENUES	
Energy Sales	524,078
Green Prime	2,434
Other Income	0
TOTAL ENERGY REVENUES	**526,513**
ENERGY EXPENSES	
Power Supply	390,091
OPERATING MARGIN	**136,422**
OPERATING EXPENSES	
Data Management	3,734
PG&E Fees	1,516
Salaries and Retirement	17,388
Professional Services	9,370
Marketing & Promotions	1,617
General & Administrative	2,808
TOTAL OPERATING EXPENSES	**36,433**
OPERATING INCOME (LOSS)	**99,988**
NON-OPERATING REVENUES	
Interest Income	19,238
TOTAL NON-OPERATING REVENUES	**19,238**
NON-OPERATING EXPENSES	
Financing	70
TOTAL NON-OPERATING EXPENSES	**70**
TOTAL NON-OPERATING INCOME (EXPENSES)	**19,168**
CHANGE IN NET POSITION	**119,156**
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	
Capital Outlay	1,002
Program Fund	10,530
Nuclear Allocation	3,708
Customer Bill Relief	5,370
Hanford Emissions Mitigation Fund	1,800
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	**22,410**
BALANCE AVAILABLE FOR RESERVES	**96,746**

Attachment 2

SILICON VALLEY CLEAN ENERGY
FY 2024-25 OPERATING BUDGET
($ in thousands)

DESCRIPTION	FY 2024-25 ADOPTED BUDGET	FY 2024-25 UPDATED BUDGET	Change $	Change %
ENERGY REVENUES				
Energy Sales	438,837	524,078	85,241	19.4%
Green Prime	2,213	2,434	222	10.0%
Other Income	0	0	0	0.0%
TOTAL ENERGY REVENUES	**441,050**	**526,513**	**85,463**	**19.4%**
ENERGY EXPENSES				
Power Supply	387,145	390,091	2,946	0.8%
OPERATING MARGIN	**53,905**	**136,422**	**82,516**	**153.1%**
OPERATING EXPENSES				
Data Management	3,734	3,734	0	0.0%
PG&E Fees	1,516	1,516	0	0.0%
Salaries and Retirement	17,388	17,388	0	0.0%
Professional Services	9,370	9,370	0	0.0%
Marketing & Promotions	1,617	1,617	0	0.0%
General & Administrative	2,808	2,808	0	0.0%
TOTAL OPERATING EXPENSES	**36,433**	**36,433**	**0**	**0.0%**
OPERATING INCOME (LOSS)	**17,472**	**99,988**	**82,516**	**472.3%**
NON-OPERATING REVENUES				
Interest Income	16,299	19,238	2,939	18.0%
TOTAL NON-OPERATING REVENUES	**16,299**	**19,238**	**2,939**	**18.0%**
NON-OPERATING EXPENSES				
Financing	24	70	46	194.3%
TOTAL NON-OPERATING EXPENSES	**24**	**70**	**46**	**194.3%**
TOTAL NON-OPERATING INCOME (EXPENSES)	**16,275**	**19,168**	**2,893**	**17.8%**
CHANGE IN NET POSITION	**33,747**	**119,156**	**85,409**	**253.1%**
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER				
Capital Outlay	1,002	1,002	0	0.0%
Program Fund	8,821	10,530	1,709	19.4%
Nuclear Allocation	3,708	3,708	0	0.0%
Customer Bill Relief	4,411	5,370	959	21.7%
Hanford Emissions Mitigation Fund	1,800	1,800	0	0.0%
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	**19,742**	**22,410**	**2,668**	**13.5%**
BALANCE AVAILABLE FOR RESERVES	**14,005**	**96,746**	**82,741**	**590.8%**

Attachment 3

($ 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]	$524,078	$506,622	$516,211	$492,677	$454,550
GreenPrime Electricity Premium	$2,434	$2,532	$2,561	$2,373	$2,340
Total Operating Revenues	**$526,513**	**$509,154**	**$518,772**	**$495,050**	**$456,890**
Operating Expense					
Power Supply	$390,091	$459,212	$479,680	$460,825	$463,833
Operating Margin	**$136,422**	**$49,942**	**$39,091**	**$34,225**	**$(6,943)**
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	$21,408	$10,183	$10,375	$9,901	$9,138
Total Operating Expenses	**$447,932**	**$508,546**	**$531,164**	**$513,890**	**$518,293**
Operating Income	**$78,580**	**$608**	**$(12,392)**	**$(18,839)**	**$(61,402)**
Nonoperating Revenue					
Investment Income	$19,238	$18,679	$15,562	$12,558	$9,015
Total Non-Operating Revenues	$19,238	$18,679	$15,562	$12,558	$9,015
Nonoperating Expense					
Financing Cost	$70	$70	$70	$70	$70
Capital Outlay	$1,002	$50	$50	$50	$50
Total Non-Operating Expense	**$1,072**	**$120**	**$120**	**$120**	**$120**
Non-Operating Income	**$18,166**	**$18,559**	**$15,442**	**$12,438**	**$8,895**
Change in Net Position/Available for Reserves	**$96,746**	**$19,167**	**$3,050**	**$(6,402)**	**$(52,507)**
Begin, Net Financial Position	**$488,695**	**$581,833**	**$582,586**	**$562,599**	**$542,047**
Adjustment for Program Expenditure and Building Fund[2]	**$(3,609)**	**$(18,414)**	**$(23,037)**	**$(14,151)**	**$(33,450)**
End, Net Financial Position	**$581,833**	**$582,586**	**$562,599**	**$542,047**	**$456,089**

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 $**5.37** million. 1% discount for FY26-27, FY27-28 and FY28-29.

2 Each year the Board transfers funds from the Operating Budget to the Decarbonization Programs Fund as shown in the above forecast under line item Transfers to Programs Fund. The line item Adjustment for Program Expenditure accounts for the difference between *forecasted spend* for programs versus the amount transferred to the fund. This adjustment is needed because program spending to date has been less than the amount transferred to the programs fund. The $20 million in building Fund is assumed to be spent in FY28-29.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 4

Item 4:	**Proposal to Establish the Silicon Valley Clean Energy Community Fund**
From:	Monica Padilla, CEO
Prepared by:	Zoe Elizabeth, Director, Decarbonization Policy and Community Strategies
Date:	12/11/2024

RECOMMENDATION

Staff request the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) provide input on the formation of the Silicon Valley Clean Energy Community Fund (the Fund). Specifically, staff proposes that SVCE sets aside funds, when available, for the following three priority initiatives:

1. Rate Stabilization and Bill Affordability
2. Scalable Support for Pollution Free Appliances
3. Local and Emerging Power Supply Technology.

Recommended allocations for each Fund priority are discussed below. A presentation will be provided with more details on the priorities and allocation options.

EXECUTIVE COMMITTEE AND FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATIONS

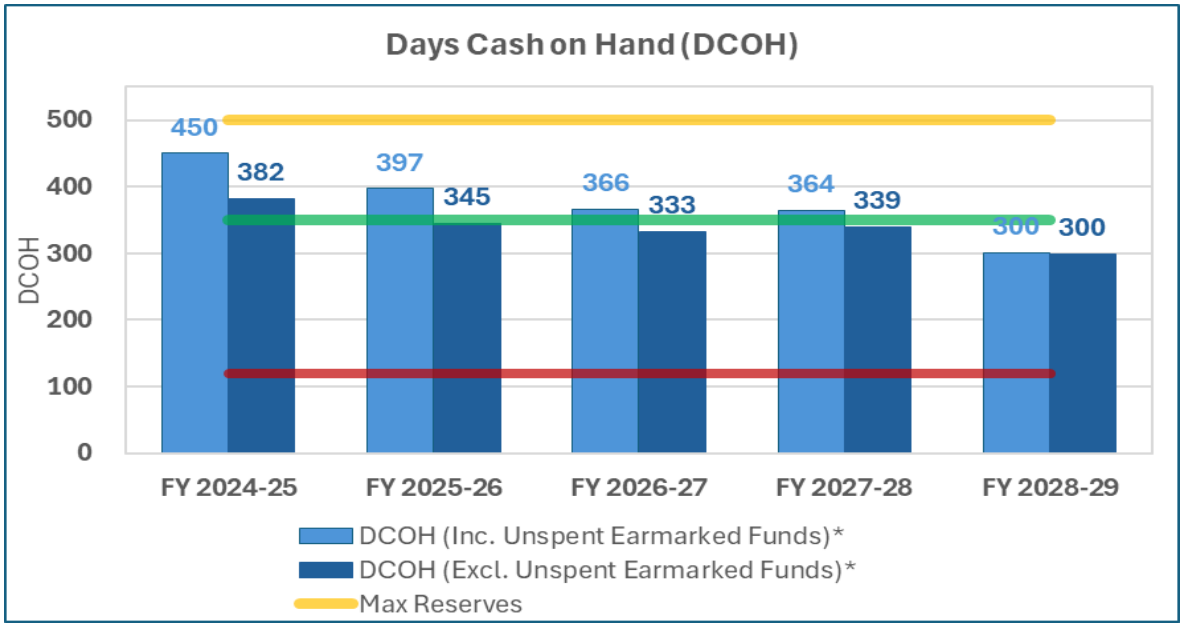
Staff brought the proposal to establish the Silicon Valley Clean Energy Community Fund as a discussion item to the Executive Committee on November 22, 2024, and to the Finance and Administration Committee on November 25, 2024. Both committees commented on the importance of expanding bill affordability options. Staff incorporated this feedback into the proposal by expanding the rate stabilization priority to include additional bill affordability measures (see below). Both committees agreed on the importance of establishing the Fund to support long-term strategic priorities to meet SVCE's mission. Staff plans to return to the Executive Committee in quarter one of 2025 with a recommended resolution and policy that incorporates Board feedback.

BACKGROUND

The Board-adopted Reserve Policy (FP-09-Financial-Reserves-Policy-Amended-2024-09-11-Update-scrubbed.pdf), establishes minimum, maximum and target days of cash on hand (DCOH) thresholds. The purpose of these targets is to ensure adequate financial reserves are maintained to sustain operations even under certain stressed conditions. Implementation of the targets and policy have enabled a sustainable growth of reserve funds.

Based on the current five-year financial outlook, as provided for in Item 3 *Approve Fiscal Year 2024-25 Budget Update and 2025 Customer Rate Setting* of the December 2024 Board packet and illustrated below, SVCE will exceed the target DCOH in outer years (green line). This favorable situation provides an opportunity for the SVCE Board to direct and consider funding longer-term key SVCE mission-aligned strategic priorities.

Agenda Item: 4 **Agenda Date: 12/11/2024**



ANALYSIS & DISCUSSION

How the Fund Would Work

Funds above Reserve Policy Targets will be identified as part of the budget process. For FY 24-25, based on the updated December 2024 budget estimate, $40M is available to establish the Fund. As part of the mid-year budget process, at the March 2025 Board meeting, staff will confirm estimates and provide a recommendation for funding the Fund.

Rational for the Fund

SVCE's mission is bold: "Reduce dependence on fossil fuels by providing carbon-free, affordable, and reliable electricity and innovative programs for the SVCE community." Meeting this mission will require long-term, sustained, and strategic investments. Without early direction from the Board any funds that exceed reserve targets would automatically roll into reserves, possibly exceeding the maximum threshold or staff would need to bring new plans and priorities to the Board each year. Planning, designing, and preparing for initiatives of this magnitude takes time. By providing strategic guidance now, the Board will enable staff to conduct this preparation and ultimately design better initiatives and increase the agency's impact.

Priority Areas and Targets

By investing in the following three priority areas, SVCE will do its best to ensure that the energy transition is affordable and accessible for all in the short, medium, and long term.

1. **Rate Stabilization and Bill Affordability** – This funding would be set aside to ensure rate discounts compared to Pacific Gas and Electric (PG&E), even in difficult years where margins are lower, and to provide other affordability measures such as emergency bill relief. SVCE's current overall discount target of five percent (5%), which includes four percent for all customers and an additional discount for CARE/FARE (spell out) customers, results in a cost to SVCE of approximately twenty-five million dollars per year or five million for each one percent discount. **Staff proposes funding this initiative up to $75M.**

2. **Scalable Support for Pollution-Free Appliances** – SVCE's current program budget will fund ~700 heat pump water heaters (HPWHs) per year. However, in 2027 when the Bay Area Quality Management District's zero-NOx appliance rules go into effect, staff estimates there will be ~10,000 HPWH installations per year in SVCE territory. The upfront cost of an HPWH is ~$4500 more than replacing a gas water

heater with another gas water heater. Providing sufficient rebates and/or financing is important to lower this upfront cost for as many customers as possible. Staff estimates the need in SVCE territory is approximately thirty million dollars and recommends setting aside funding for at least the first three years of the new regulation. **Staff proposes funding this initiative up to $90M.**

3. **Local and Emerging Power Supply Technology** – Meeting long-term clean targets will require investing in new power supply technology that can provide 24/7 clean electricity all year and in local resources that bring added community value. This initiative would fund the above market costs for local and emerging power supply technologies. **Staff proposes funding this initiative up to $100M.**

Annual contributions to the Fund would be set by the Board and in total the Fund would not exceed $~~1~~265 million.

Funding Allocation
Staff has identified three potential ways to allocate the funding that exceeds the reserve threshold each year:

1. A strict waterfall that funds the Rate Stabilization and Bill Affordability initiative first. Once this initiative is funded to the full $75 million, the Scalable Support for Pollution-Free Appliances initiative would be funded up to $90 million, and then all future funds would be directed to Local and Emerging Power Supply Technology until it hits the target of $100 million.

2. A strict waterfall that funds the Scalable Support for Pollution-Free Appliances Initiative first and follows the structure described above for the other two initiatives.

3. A percentage-based allocation that would provide 40% to Rate Stabilization and Bill Affordability, 40% to Scalable Support for Pollution-Free Appliances, and 20% to Local and Emerging Power Supply Technology.

Staff recommends option three.

Next Steps
Based on the Board's input, staff will draft a policy and board resolution to bring to the Board for approval at a later date.

STRATEGIC PLAN
The proposal supports SVCE's Strategic Focus Area 1, "Expand Affordability Efforts," SVCE's Strategic Focus Area 2, "Expand Clean and Reliable Grid Actions," and SVCE's Strategic Focus Area 4 "Prepare Region for Electrification at Scale," and Goal 7, "Support all SVCE communities to decarbonize through local investments that reduce barriers and demonstrate sensible, scalable, and equitable solutions."

ALTERNATIVES
Staff is open to suggestions from the Board of Directors.

FISCAL IMPACT
No fiscal impact at this time as this is a discussion item. If the Board moves forward and approves the Fund, staff will address the fiscal impact at such time.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 5

Item 5:	**Approve 2025 Legislative Policy Platform and Formation of 2025 Legislative Ad Hoc Committee**
From:	Monica Padilla, CEO
Prepared by:	Bena Chang, Director of Government and Legislative Affairs
Date:	12/11/2024

RECOMMENDATION

Staff recommends that the SVCE Board of Directors approve:

1. A Legislative Policy Platform for 2025; and
2. Create an Ad Hoc Committee of the Board to Address Legislative Responses to Industry Transition ("Ad Hoc Committee") for 2025 and adopt specific focus areas for the Ad Hoc Committee.

BACKGROUND

Policy Platform

In November 2023, the Board approved SVCE's 2024 Legislative Policy Platform. The Legislative Policy Platform contains policy principles. After Board approval, staff then implement the policies through weighing in on legislation that aligns with the principles in the Policy Platform. This process allows SVCE to advocate in a timely manner on state and federal legislation.

Ad Hoc Committee of the Board to Address Legislative Responses to Industry Transition

In 2018, SVCE established an Ad Hoc Committee to improve SVCE's advocacy and outcomes by increasing engagement between staff and the Board members most interested in legislative matters. Subsequent Ad Hoc Committees were established every year to review legislative matters. In 2024, the Ad Hoc Committee met in April, August and October, and the Committee expires at the end of 2024. For 2025, the Board must direct the formation of an Ad Hoc Committee on legislative matters.

ANALYSIS & DISCUSSION

Policy Platform

The United States and California's energy landscape continues to evolve rapidly. As a result, it is critical that SVCE actively engage legislators to ensure policies support SVCE customers and allow SVCE to meet short and long-term goals. The Policy Platform presents a framework for focusing SVCE resources on the policies and issues that most impact the agency and its member communities and customers. The 2025 Policy Platform includes guiding principles and example policies. The key principles include: 1) Affordability and Rates, 2) Climate Mitigation/Fuel Switching, 3) Clean, Reliable Grid, and 4) Competitive Equity/Do No Harm, 5) Health Impact/Safety, and 6) Equity. Details on principles can be found in the attached draft 2025 Legislative Policy Platform.

Agenda Item: 5 **Agenda Date: 12/11/2024**

Ad Hoc Committee of the Board to Address Legislative and Regulatory Responses to Industry Transition

In 2025, anticipated activities of the Committee include:

- General advocacy strategy development for state and federal activities.
- Feedback on priorities for legislation and the state budget.
- Advocacy on key legislation.

Staff recommends the following policy areas for 2025:

1. Affordability & Rates,
2. Climate Change Mitigation/Fuel Switching,
3. Clean, Reliable Grid,
4. Competitive Equity/Do No Harm,
5. Health Impact/Safety, and
6. Equity.

The Ad Hoc Committee consists of up to six Board members and may include SVCE Board member's alternates. Staff encourages all Board members with an interest in legislative activities to consider joining the Ad Hoc Committee, which will be appointed in February, with the understanding that Ad Hoc Committee membership involves additional time on top of regular Board duties.

STRATEGIC PLAN

Approving the Policy Platform, renewing the Ad Hoc Committee and approving the Ad Hoc Committee Focus Areas for 2025 directly supports Goal 1 of the Strategic Plan to "advance policies which support SVCE's mission to reduce dependence on fossil fuels."

ALTERNATIVE

The Board could choose to reject or modify the 2025 Legislative Policy Platform.

If the Board does not establish an Ad Hoc Committee for 2025, SVCE staff will need to a) find alternative ways of including the Board in SVCE's policy advocacy including holding discussion with the entire Board, or b) conduct SVCE's 2025 legislative activities with less involvement of the Board. The former is likely to be more logistically complicated and does not allow for as much strategic discussion than establishing an Ad Hoc Committee and may slow down the ability of SVCE to act nimbly to respond to legislative proposals. The latter, given the high regard for local elected voices in Sacramento, is likely to make SVCE's advocacy less effective.

FISCAL IMPACT

Approval of the 2025 Policy Platform and establishing an Ad Hoc Committee for 2025 is not expected to have any fiscal impact on SVCE.

ATTACHMENTS

1. 2025 Legislative Policy Platform

2025 Silicon Valley Clean Energy Legislative Policy Platform

Purpose

Active participation in the state and federal legislative processes is an important tool for ensuring that SVCE can continue to serve our customers and uphold our commitment to decarbonization. When Congress and the California legislature are in session, it is crucial that SVCE staff be able to quickly and efficiently determine SVCE's positions on bills or amendments, communicate those positions to legislators, and advocate as appropriate. This platform is therefore designed to:

- Articulate SVCE's legislative priorities for the 2025 legislative session and beyond;
- Allow SVCE staff to take positions on bills for SVCE without explicit Board approval as long as they are consistent with this platform; and
- Guide optimal use of SVCE advocacy time and resources.

Process

SVCE will review the policy platform at the conclusion of the previous year's legislative session. The purpose of the review will be to discuss the outcomes of that year's legislative session, develop goals and priorities for the upcoming session for the following year, and identify any desired updates to this policy platform. Updates to the platform will be drafted by SVCE staff and formally presented for a vote of the Board.

Policy Platform

Affordability & Rates

SVCE supports affordable rates that do not place an undue total energy burden on customers or discourage electrification, with consideration for the customer's socio-economic status. SVCE is interested in lowering the overall customer energy bill while still recovering sufficient funds to operate the electricity system reliably.

- Policy Examples:
    - Advocate for protections for low-income customers to ensure reasonable rates and to increase access to decarbonization programs that may otherwise be inaccessible.
    - Advocate for and pursue, as appropriate, alternative funding sources to help minimize ratepayer costs associated with the clean energy transition and look for ways to make accessing these funds easy. Examples include supporting alternative transmission and distribution financing mechanisms and alternative sources for needs like wildfire mitigation and offshore wind port infrastructure.

- Advocate for policies that support the development of the least cost system including reducing time and costs of bringing distribution and transmission system improvements online, efforts to make the distribution planning process and preparations for an increase in distributed energy resources more transparent, options for wildfire mitigation that provide best cost to benefit ratios, and municipalization.
- Support rate structures that encourage electrification while balancing need to use energy efficiently.
- Advocate for transparent and affordable pricing for publicly funded EV charging.
- Advocate for continued use of clean energy prepay mechanisms to achieve cost savings for customers.

Climate Change Mitigation/Fuel Switching

SVCE supports funding, projects, and programs to decarbonize the economy, especially in the electric, building, and transportation sectors. SVCE seeks opportunities to amplify the learnings from our programs through regional, state, and federal levels both through policy and funding. SVCE supports efforts to remove barriers to fuel switching/decarbonization.

- Policy Examples:
  - Advocate to maintain and increase funding opportunities to support clean energy and climate change mitigation, including the Federal Inflation Reduction Act. Support local administration/control of program dollars and for CCAs to be eligible recipients of grant funding as appropriate.
  - Support efforts to transition buildings to electric, including removing the obligation to serve gas requirement, efforts to modernize permitting, optimizing utility allowance schedules, streamlining processes and timelines to energize projects, financing models, and supporting requirements to replace air conditioning with bidirectional heat pumps.
  - Support efforts to encourage overall energy efficiency and energy conservation.
  - Support funding for EV charging infrastructure, maintenance, and reliability. Ensure EV policies are technology neutral and advocate for affordable EV charging access.
  - Advocate for increased funding for clean energy workforce training and investments.
  - Support efforts to decarbonize industrial uses and processes, including reducing the use of baseload fuel cells that use methane gas.

- Support industry practices in evolving to develop robust supply chains for all-electric technologies to prepare for future widespread electrification.
- Increased customer access to sub-hourly smart meter data to avoid unnecessary service upsizing.

Clean, Reliable Grid

SVCE supports investments in, and removal of barriers to, building transmission to connect renewable projects that enable the transition to a cleaner grid. SVCE supports a reliable electric system, including the smart build out of the distribution grid to enable increased electrification and a large number of distributed energy resources to operate without straining the grid.

- Policy Examples:
  - Support investments in transmission and distribution grid upgrades and efforts to reduce interconnection and energization barriers and distribution grid failures, including addressing permitting challenges, better communication between investor-owned utilities and local governments, and increased transparency of the distribution planning process conducted by investor-owned utilities.
  - Support efforts to ease supply chain constraints and get renewable projects online faster.
  - Advocate for investments and policies that increase the reliability of the electric system through the encouragement and fair treatment of carbon-free sources like nuclear, wind, and geothermal while recognizing the role of fossil fuels with the transition to renewables.
  - Ensure that penalties appropriately incentivize the production of renewables and clean capacity instead of inadvertently raising the price floor of electric resources in the market.
  - Support efforts towards regionalization to achieve a more cost effective, diverse, clean, and reliable grid.
  - Support innovative approaches to enhance grid reliability during peak events, such as behind-the-meter stationary sources (batteries), Virtual Power Plants, and vehicle-to-grid initiatives.
  - Advocate at the CPUC and CAISO for power efficient electrification and the full integration of Distributed Energy Resources as options for solving grid constraints into planning processes, so that Distributed Energy Resources are fully valued to avoid grid infrastructure upgrades.
  - Support policies to encourage connectivity of appliances for demand flexibility to reduce grid stress. Simplify regulations to facilitate vehicle-to-grid integration.

  - Support efforts to increase transparency and usefulness of information provided to all customers on the content of the power resources.
  - Advocate for increased visibility into the distribution grid and an open access platform to provide clear information and signals about where Distribute Energy Resource buildout is optimal.

Competitive Equity/Do No Harm

SVCE supports the CCA model of local government governance, while acknowledging system-wide needs. Any system needs should have maximum flexibility to allow local authority and discretion to meet goals.

- Policy Examples:
  - Advocate to maintain CCA program autonomy.
  - Advocate for fair and equitable Power Charge Indifference Adjustment (PCIA) fees or allocation of resources and benefits that prevent cost-shifting among customers.
  - Ensure that the role of a Central Procurement Entity preserves CCA's responsibility to procure energy while finding a system that maximizes cost efficiency and reliability.
  - Advocate for flexible Brown Act requirements that allow remote access for board members.
  - Advocate for sound long-term integrated resource planning which moves away from procurement orders. However, if orders are necessary, advocate for goal-based procurement based on individual load serving entities' needs, instead of prescriptive, technology-specific mandates and allocated regardless of need.
  - Ensure that local governments that are first movers on reach code adoption are not penalized through incentive programs that only fund projects that go beyond local and state codes.
  - Advocate for IOU restructuring to more closely align business interests and incentives with customer interests, including potential IOU exit from generation services.
  - Advocate for streamlined reporting standards that minimize administrative burdens while maintaining local control and transparency for self-funded CCA programs.

Health Impact/Safety

SVCE supports policies that increase the safety of the electric infrastructure and the community.

- Policy Examples:

  - SVCE recognizes the harmful health impacts of methane gas and gasoline and seeks to decarbonize buildings and transportation to address these impacts.
  - Support efforts to increase the safety of the distribution and transmission infrastructure.

Equity

SVCE supports policies that consider equitable treatment of low-income and historically underserved communities through affordable electricity rates and priority access to decarbonization and climate mitigation programs.

- Policy Examples:
  - Support programs that invest in low-income and historically disadvantaged communities either through separate tracks that dedicate funding to or that give larger amounts of subsidies for these groups.
  - Support tenant access to the benefits of decarbonization programs and tenant protections.
  - Support efforts to repeal Proposition 209, which limits public agencies' ability to engage in equity efforts.
  - Support inclusive definitions of low-income and historically underserved communities that capture all communities and not just certain census tracts.
  - Advocate for including community and health benefits in cost-effectiveness tests.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 6

Item 6:	**Approve SVCE's Policy Updates as Part of the Agency Policy Streamlining Project**
From:	Monica Padilla, CEO
Prepared by:	Michael Callahan, General Counsel
Date:	12/11/2024

RECOMMENDATION

Staff requests the SVCE Board of Directors (Board) adopt the revisions to policies proposed herein, and summarized in the attachments, including the following policies slated for adoption or retirement:

Policies for Adoption	Policies for Retirement	
• Finance Accounting Policy • Finance Budget Policy • Finance Purchasing and Spending Policy • Finance Investment Policy • Finance Delinquent Accounts & Collections Policy • Finance Capitalization Policy • IT Information Technology Policy • G&A Files and Records Management Policy • HR Personnel and Reimbursement • G&A Vehicle and Charger Use Policy • G&A California Public Records Act Policy • G&A CEO Absence Policy • G&A Hybrid Meetings Policy	• Finance Capital Projects Policy • Finance Customer Generation Rates • Finance Purchasing Card Policy • Finance Chart of Accounts • IT Email Use Policy • IT Asset Management Policy • IT Internet Usage Policy • IT Security Plan Policy • IT Access Control Policy • IT Password Protection Policy • IT Malware Defense Policy • IT Security Audit Policy • IT Disaster Recovery Policy • IT Threat-Risk Assessment Policy • IT Satisfaction Policy • IT Data Breach Policy • IT Workstation Security for HIPPA Policy	• IT Clean Desk Policy • IT Information Systems Use Policy • HR Smartphone Stipend Policy • HR Recruitment Incentive Policy • HR Paid Time Off Cash Out • HR Tuition Assistance Policy • HR Cash in Lieu of Health Benefits Policy • HR Fitness Reimbursement Benefit Policy • HR Volunteer Time Off Policy • HR Unpaid Leave Policy • G&A Travel and Meeting Expense Reimbursements Policy • G&A Vehicle Use Policy • G&A Charging Station Policy

Upon Board-approval of the modifications to the various policies, staff will develop the corresponding standards or procedures to ensure proper implementation of the Board-approved policies.

EXECUTIVE COMMITTEE AND FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDATIONS

At the November 22, 2024 Executive Committee (ExCom) and November 25, 2024 Finance and Administration Committee (FAC) meetings, staff presented the policy revisions, which include adopting new and updated policies and retiring some existing policies while moving much of those retired policies into CEO-approved standards. The policies were split between the two committees, and both voted unanimously to recommend the Board adopt the policy revisions proposed by staff. The committees discussed the benefits of keeping policies updated and delegating appropriate decision making to the CEO while expressing a desire to ensure appropriate controls and oversight of SVCE activities. Staff discussed a regular cadence for keeping policies updated and options for ongoing oversight including a list of controls for each policy which are described in Table 3 of Attachment 1.

BACKGROUND

Since the agency's inception, the Board has approved forty-eight (48) policies with varying levels of implementation details with many having extensive details. This set of policies has grown and evolved over time in response to several organizational needs without a blueprint for the right amount of policies or level of details to include at the policy level. The current state of Board-approved policies has become unmanageable, resulting in potential gaps in oversight and controls.

At the November 2023, FAC[1] meeting, staff raised such concerns with the FAC and proposed an overhaul of the agency's policies. The FAC shared the concern about reviewing policies and supported staff's proposal to undertake a review of existing policies. Staff assessed the policies and identified several changes that allow for modernization, streamlining, and better protection of SVCE.

ANALYSIS & DISCUSSION

Currently, the large number of policies and level of detail within them both publicizes some of SVCE's more sensitive operational information and limits the flexibility of staff to evolve guidance as laws or approaches to work change. Staff recommends general updates and changes to ensure the right level of detail in Board-approved policies while moving operational details into staff-approved standards or procedures.
Staff proposes to update SVCE's policies to modernize, streamline, and protect sensitive information.

Modernization of Policies

Staff seeks to modernize all agency policies, ensuring they comply with changes in law and operational practices. Part of this modernization includes adopting a new structure for agency guidance that includes: (1) Board-approved policies; (2) Chief Executive Officer (CEO)-approved standards; and (3) CEO-approved procedures. This will allow the Board to maintain and set policy direction at an appropriately high level and empower the CEO to implement the policies through more detailed standards and procedures to ensure staff consistently and successfully implement the policies.

Streamlining of Policies

Staff proposes streamlining by consolidating some policies and moving a significant amount of operational-level detail into standards while keeping the most critical guidance in policies. For example, many of the Information Technology (IT) policies were moved into standards to allow for a simpler update process for changes in law and practice. However, the critical policy decisions, including staffing levels and benefits, are retained by the Board through the budgeting process. As a result of this streamlining, staff proposes to reduce the number of policies from forty-eight (48) to twenty-two (22).

[1] Item 2: Recommend Approval of the Amendment to Financial Policy 7 – Purchasing Card Policy (Action), https://svcleanenergy.org/wp-content/uploads/2023-1130-Finance-and-Administration-Committee-Meeting-Packet-scrubbed.pdf.

Protecting Sensitive Information
Staff recommends protecting sensitive information related to Information Technology (IT) or data security by maintaining them in internal CEO-approved standards and procedures. This would allow staff to avoid posting this information publicly as part of a Board meeting or packet. This information includes SVCE approaches to physical and cyber security, password creation, and procedures for business continuity.

Establishing an Update and Training Cadence
Staff proposes to implement a comprehensive approach to maintaining and training on the policies and standards. To maintain the various documents, staff determined a regular cadence to revisit and consider updates to the policies and standards. This will ensure the policies remain current both with the law and with operational practices. Staff also identified the key individuals and teams that should be trained and a cadence for training those staff for each policy and standard. These details are provided in Attachment 2 to this staff report for informational purposes.

Overview of Policy Changes
Staff proposes to update most of SVCE policies, and provides descriptions and summaries of the proposed changes. Staff compiled the changes and presents them in: (1) high-level updates described in the body of this staff report; (2) summary and detailed descriptions of the changes to each policy and associated standard in the tables in Attachment 1 to this staff report; and (3) where feasible, provided both redline and clean versions of the recommended policies in Attachment 3 to this staff report.

Modernizing and Protecting Information Technology (IT) Policies
The IT policies were largely replaced by new model policies and standards. Staff undertook a review to ensure the key provisions in SVCE' existing policies were included in the new policies and standards. The content moved to standards is either operational-level detail or sensitive from an IT or data security perspective. Due to the complete replacement of the policies, staff does not include a set of redline changes for IT. However, Attachment 1 includes a description of the changes.

Moving Human Resources (HR) Policies into Standards
As mentioned above, the HR policies are largely moving into standards. Staff created a new HR policy that is derived from existing authority on personnel (Resolution 2021-22) and reimbursements for travel (General and Administrative Policy 1 – Travel and Reimbursements). The Board will continue to make key HR decisions including budget for staffing levels and benefits.

Finance Policies Updated to Reflect Operational Needs
In addition to adjusting the Finance policies to move operational-level details into standards, some of the policies were updated to allow for more efficient operations. This includes expanding the ability of executives to delegate authority to staff and increasing the CEO's delegated signing authority from $100,000 to $250,000 as discussed further in the key changes section below.

General and Administrative (G&A) Policies Updated
The General and Administrative Policies includes largely clean up and consolidation of existing policies. The record retention periods document was consolidated and updated to make it easier to follow.

Key Finance-Related Policy Changes
Staff provides additional information about some key changes in the policies that involve delegation of authority from the Board to staff.

Purchasing Policy: Delegated signing authority increased from $100,000 to $250,000

Staff recommends increasing the CEO's signing authority from $100,000 to $250,000 to improve SVCE's ability to enter into contracts efficiently and reduce administrative burdens for SVCE's smaller contracts. This would result in staff being able to execute certain contracts upon completing negotiations and CEO approval without the additional process of Committees or Board meetings. This will help staff to take advantage of promotional pricing, reduce the time spent preparing and reviewing Board materials, and improve the process for executing agreements by reducing the time between completing negotiations and execution for some contracts. It will also reduce the items on the consent calendar and thus the time needed by Board members to prepare for meetings. The $250,000 limit is expected to cover approximately one-third (33%) more of SVCE's non-energy vendor agreements than under the previous signing authority.

Staff undertook a review of signing authority and identified a range among CCAs represented in Table 1 below. Staff observed that $250,000 is in the middle of the range and consistent with SVCE's partner CCAs, Peninsula Clean Energy and Central Coast Community Energy.

Table 1: CEO Signing Authority Among CCAs

CCA	CEO Signing Authority
Marin Clean Energy	$400,000
Peninsula Clean Energy	$250,000
Central Coast Community Energy	$250,000
Clean Power Alliance	$125,000
Ava Community Energy	$100,000

In proposing to amend the CEO's signing authority, staff also recommends the CEO have the ability to delegate their signing authority while documenting such delegation in purchasing standards. This is intended to improve operational efficiency while ensuring transparency. Staff also revised the emergency funding authorization to move away from using specific dollar amounts to instead use a fixed percentage in excess of the normal delegated signing authority.

Investment Policy: Removing Fossil Fuel Investments

Staff recommends removing the ability for SVCE to invest in fossil fuel extraction, refining, and distribution. This change is intended to align SVCE's investments with its mission to reduce dependence on fossil fuels.

Capitalization Policy: Increasing Capitalization Limit from $1,000 to $5,000

Staff recommends increasing the limit for expenses that are required to be capitalized from a minimum of $1,000 to $5,000. This recommendation was made by SVCE's accountants and aligned with best practices of the Government Finance Officers Association for state and local governments.

Unaffected Policies

Through this process, staff is not proposing any substantive updates to the following policies, however staff may return to the Board at a later time with recommended updates:

- G&A Code of Ethics Policy
- G&A Chair and Vice Chair Vacancy Policy
- G&A Ticket and Pass Distribution Policy
- Finance Debt Limitations Policy
- Finance Reserves Policy
- Customer Confidentiality Policy
- Non-Standard Pricing Agreement Policy
- Energy Risk Management Policy

STRATEGIC PLAN

The staff recommendation supports Goal 9 of the SVCE Strategic Plan to enhance systems, standards and procedures to streamline business processes and improve operational effectiveness and reliability.

FISCAL IMPACT

While the changes to the policies are not expected to have a direct fiscal impact, they are expected to result in efficiencies in operations that should streamline some staff activities and have a positive fiscal impact.

ALTERNATIVE

Staff is open to suggestions and feedback from the Board on the proposed policies.

ATTACHMENT

1. Descriptions of Changes and a Summary of Controls
2. Cadence for Updates and Training for Policies and Standards
3. Redline and Clean Versions of Policies

Attachment 1:
Descriptions of Changes and Summary of Controls

NOTE: Policies (P) and Standards (S) are denoted below in the acronyms within each area of SVCE. For example, the IT Policies are referenced as ITP and IT Standards as ITS.

Agenda Item: 6 **Agenda Date: 12/11/2024**

Attachment 1 Table 1: Revisions Snapshot

Human Resources			
Name	**2024 Status**	**Justification for Moving to Standards**	**Revisions Snapshot**
HRP-01 [Personnel & Reimbursement]	New	N/A	Created from existing personnel authority granted in SVCE Resolution 2021-22 and Budget Policy and added reimbursements
[Retired] HRP-01 [Smartphone Stipend Policy]	Retired	Operational-level details	Migrated to a standard HRS-01 - Technology Stipend
[Retired] HRP-02 [Recruitment Incentive]	Retired	Sensitive information and operational-level details	Migrated to a standard HRS-02 Recruitment Incentive
[Retired] HRP-03 [Volunteer Time Off]	Retired	Operational-level details	Migrated to a standard HRS-03 - Volunteer Time Off
[Retired] HRP-04 [Unpaid Leave]	Retired	Operational-level details	Migrated to a standard HRS-04 - Unpaid Leave
[Retired] HRP-05 [Paid Time Off Cash Out]	Retired	Operational-level details	Migrated to a standard - HRS-05 - Paid Time Off Cash Out
[Retired] HRP-06 [Tuition Assistance]	Retired	Operational-level details	Migrated to a standard HRS-06 - Tuition Assistance
[Retired] HRP-07 [Cash in Lieu of Health Benefits]	Retired	Operational-level details	Migrated to a standard HRS-07 - Cash in Lieu of Health Benefits

[Retired] HRP-08 [Fitness Reimbursement Benefit]	Retired	Operational-level details	Migrated to a standard HRS-08 - Fitness Reimbursement Benefit
HR Handbook	Revised	N/A	Updated for corrections, changes in law, and benefits
HRS-01 [Technology Stipend]	New	Operational-level details	Expanded to include all employees and increased stipend amount and scope
HRS-02 [Recruitment Incentive]	New	Sensitive information and operational-level details	No substantive changes except transitioning format to standard [Do not include in HR Handbook]
HRS-03 [Volunteer Time Off]	New	Operational-level details	No substantive changes except transitioning format to standard
HRS-04 [Unpaid Leave]	New	Operational-level details	Added CEO approval for unpaid leave longer than one week
HRS-05 [Paid Time Off Cash Out]	New	Operational-level details	Updated request of leave from form to HR information system
HRS-06 [Tuition Assistance]	New	Operational-level details	No substantive changes except transitioning format to standard
HRS-07 [Cash in Lieu of Health Benefits]	New	Operational-level details	No substantive changes except transitioning format to standard
HRS-08 [Fitness Reimbursement Benefit]	New	Operational-level details	Updated request from form to HR information system
HRS-09 [Flexible Work]	New	Operational-level details	Newly created standard to reflect expectations of flexible work

General & Administration			
Name	**2024 Status**	**Justification for Moving to Standards**	**Revisions Snapshot**
[Retired] GAP01 - Travel and Meeting Expense Reimbursements	Retired	N/A	Migrated detail to a standard GAS-3 - Travel and Meeting Expense Reimbursements
[Retired] GAP02 - Vehicle Use Policy	Retired	N/A	Migrated to a new Vehicle and Charger Use policy GAP-02 and standard GAS-01
[Retired] GAP03 - Charging Station Policy	Retired	N/A	Migrated to a new Vehicle and Charger Use policy GAP-02 and standard GAS-01
GAS03 - Travel and Meeting Expense Reimbursements	New	Operational-level details	From the original GAP01 - Travel and Meeting Expense Reimbursements Policy
GAP02 - Vehicle and Charger Use Policy	New	Operational-level details	Consolidating the original GAP 02 Vehicle and GAP 03 Charging Station Use policies
GAP04 - CA Public Records Act Policy	Revised	N/A	General clarifications and improvements consistent with existing law
GAP07 - CEO Absence Policy	Revised	N/A	Administrative clean up
GAP09 - Hybrid Meetings Policy	Revised	N/A	Administrative clean up
GAS01 - Vehicle and Charger Use	New	Operational-level details	From the original Vehicle Use and Charging Station Policies; struck personal vehicle requirements

GAP10 - Files and Records Management Policy	Revised	N/A	Migrated most detail to a standard GAS-02 - Files and Records Management
GAS02 - Files and Records Management	New	Operational-level details	From the original Files and Records Management Policy; added clarifying text and adjusted retention periods

Information Technology			
Name	**2024 Status**	**Justification for Moving to Standards**	**Revisions Snapshot**
[Retired] ITP01 - Information Systems Use Policy	Retired	Operational-level details	Migrated to standards ITS-03 - Information Security, and ITS-04 Identity and Access Management
[Retired] ITP02 - Email Use Policy	Retired	Operational-level details	Migrated to standards ITS-01: Data Management, ITS-04: Identity and Access Management and FP-12: Files and Records Management
[Retired] ITP03 - IT Asset Management Policy	Retired	Operational-level details	Migrated to a standard ITS-02 - Asset Management
[Retired] ITP04 - Internet Usage Policy	Retired	Operational-level details	Consolidated under ITS-01 Data Management, ITS-03 - Information Security, and ITS-04 - Identity and Access Management
[Retired] ITP05 - IT Security Plan Policy	Retired	Sensitive IT security information and operational-level details	Consolidated under ITP-01: Information Security; ITS-02: Asset Management, ITS-03: Information Security; ITS-05: Network Management, and ITS-07: Vulnerability Management

[Retired] ITP06 - Access Control Policy	Retired	Operational-level details	Migrated to a standard ITS-04 Identity and Access Management and ITS-07 Vulnerability Management
[Retired] ITP07 - Password Protection Policy	Retired	Sensitive IT security information and operational-level details	Consolidated high-level summary under ITS-03 - Information Security and ITS-04 Identity and Access Management
[Retired] ITP08 - Malware Defense Policy	Retired	Operational-level details	Consolidated under ITS-03 Information Security, ITS-07 - Vulnerability Management, ITS-09 Incident Response, and ITS-09Att01 - Incident Response Plan
[Retired] ITP09 - Security Audit Policy	Retired	Sensitive IT security information and operational-level details	Transferred requirement to ITP-01 Information Technology Policy
[Retired] ITP10 - Disaster Recovery Policy	Retired	Operational-level details	Migrated to standards ITS-03 Information Security, ITS-08 - Business Continuity Disaster Recovery
[Retired] ITP11 - Theat-Risk Assessment Policy	Retired	Sensitive IT security information and operational-level details	Consolidated under ITS-07 - Vulnerability Management and ITS-08 Business Continuity Disaster Recovery
[Retired] ITP12 - IT Satisfaction Policy	Retired	N/A	Not replaced to allow staff to determine most efficient means of assessing satisfaction
[Retired] ITP13 - Data Breach Policy	Retired	Sensitive IT security information and operational-level details	Consolidated under ITS-03 Information Security, ITS-09 Incident Response, ITS-09A01 - Incident Response Plan
[Retired] ITP14- Workstation Security for HIPPA Policy	Retired	Operational-level details	Consolidated under ITS-01 Data Management, ITS-03 - Information Security, ITS-04 Identity and Access Management, and ITS-06 - Physical Security

[Retired] ITP15 - Clean Desk Policy	Retired	Operational-level details	Consolidated under ITS-01 Data Management, ITS-03 - Information Security, ITS-04 Identity and Access Management, and ITS-06 Physical Security
ITP-01 Information Technology	New	N/A	Created an overarching IT policy that identifies areas to be addressed further in standards
ITS-01 [Data Management]	New	Sensitive IT security information and operational-level details	New standard focused on data classification
ITS-02 [Asset Management]	New	Operational-level details	Incorporated policy details on a standard level and streamlined the process and removed use of the IT requisition/disposal form
ITS-03 [Information Security]	New	Sensitive IT security information and operational-level details	Incorporated policy details on a standard level and added subsections such as security and awareness training
ITS-04 [Identity and Access Management]	New	Operational-level details	Incorporated policy details on a standard level and added subsections such as remote access
ITS-05 [Network Management]	New	Sensitive IT security information and operational-level details	Newly created standard focused on network infrastructure and controls
ITS-06 [Physical Security]	New	Sensitive IT security information and operational-level details	Incorporated policy details on a standard level and added subsections such as visitor security

ITS-07 [Vulnerability Management]	New	Sensitive IT security information and operational-level details	Incorporated policy details on a standard level and added subsections such as vulnerability scanning
ITS-08 [Business Continuity Disaster Recovery]	New	Sensitive IT security information and operational-level details	Incorporated policy details on a standard level and added Appendix A - Business Continuity Procedures by Scenario
ITS-09 [Incident Response]	New	Sensitive IT security information and operational-level details	Newly created standard associated with attachment to ITS-09A01 - Incident Response Plan
ITS-09A01 [Incident Response Plan]	New	Sensitive IT security information and operational-level details	Minor revisions including correcting and updating notification information and supporting documents
Finance			
Name	**2024 Status**	**Justification for Moving to Standards**	**Revisions Snapshot**
[Retired] FP03 - Capital Projects Policy	Retired	Operational-level details	Migrated to a standard FS-01 - Capital Projects
[Retired] FP05 - Customer Generations Rates	Retired	Operational-level details	Migrated to a standard FS-03 - Customer Generation Rates
[Retired] FP13 - Chart of Accounts	Retired	Operational-level details	Migrated to a standard FS-07 - Chart of Accounts

[Retired] FP07 - Purchasing Card Policy	Retired	Operational-level details	Migrated to a standard FS-06 - Purchasing Card
FP01 - Accounting Policy	Revised	N/A	Clarified the F&A Committee doesn't need to be five members and other minor updates
FP02 - Budget Policy	Revised	N/A	Clarified the capital projects and debt limit rules will be standards, moved over hire authority to personnel policy
FP06 - Purchasing and Spending Policy	Revised	N/A	Increased delegated authority for CEO contracting to $250K/FY; added delegations of authority, disposal of property, and solicitation details
FS08 - Purchasing and Spending	New	Operational-level details	Created a new standard with solicitation processes, disposal of property, and delegation details flowing from FP06 - Purchasing and Spending Policy
FP08 - Investment Policy	Revised	N/A	Avoids fossil fuel investments; Migrated several sections to a standard F04 - Investments
FP10 - Delinquent Accounts & Collections Policy	Revised	N/A	Clarified SVCE does not disconnect customers, clarified approval control is CFO/Director of Finance
FP11 - Capitalization Policy	Revised	N/A	Increased capitalization limit from $1K to $5K
FS01 - Capital Projects	New	Operational-level details	From the original Capital Projects Policy
FS03 - Customer Generation Rates	New	Operational-level details	From the Customer Generation Rates policy, clarifies rates are based on Board approval/approved budget
FS04 - Investment	New	Operational-level details	From the original Investment Policy with no material revisions
FS06 - Purchasing Card Standard	New	Operational-level details	CEO can set card limits, violations reported to the ROC & CEO, CEO & CFO can approve/delegate cards

FS07 - Chart of Accounts	New	Operational-level details	From the original Chart of Accounts Policy with no material revisions
FS07A01 - Chart of Accounts	Revised	Operational-level details	Placed into a table format

Attachment 1 Table 2: Detailed Revisions

Human Resources	
Name	**Detailed Summary and Revisions**
HRP-01 [Personnel & Reimbursement]	Transition from Resolution 2012-22 to policy level and incorporated budget policy elements for over hires. Added ability to reimburse staff and Board members for expenses to attend meetings and conferences.

[Retired] HRP-01 [Smartphone Stipend Policy]	Employees who hold positions that include the need for a smartphone may receive a stipend of $50 to compensate for business related costs incurred when using their individually-owned smartphone. SVCE will not own smartphones for the use of individual employees. Those who opt for the stipend will configure Office 365 to work with either the Outlook App or the native email app. Employees whose job duties include the frequent need for a smartphone may receive extra compensation, in the form of a monthly stipend, to cover business related costs. Eligibility criteria requires at least one of the following: 1) considerable time outside of his/her assigned office or work area and it is important to SVCE that s/he is accessible during those times, 2) accessible outside of regularly scheduled or normal working hours where time sensitive decisions/notifications are required, and 3) job function requires wireless data and internet access.
[Retired] HRP-02 [Recruitment Incentive]	The purpose of the recruitment incentive is to entice the applicant to sign-on with the organization. The CEO is authorized to offer one-time incentives that do not exceed the greater of 10% of the salary referenced in the offer letter or $15,000 to prospective applicants. Employees who leave employment with the Agency within 12 months from the date from which the bonus is received shall reimburse the Agency in full unless terminated by the Agency.
[Retired] HRP-03 [Volunteer Time Off]	All regular full-time and part-time employees can volunteer up to 40 hours per calendar year with a 501(c)(3) nonprofit or its U.S. equivalent in accordance with SVCE's giving and volunteering guidelines. More than one organization may be chosen. If you are not sure of the status of your chosen organization, please contact the Director of Finance and Administration for guidelines. • Employees will be paid at their normal pay rate for the volunteer hours taken. • No more than 2 days per quarter. • Minimum of 2 hours per opportunity. • VTO is refreshed at the beginning of the each calendar year and cannot be accrued or carried-over into the following year – "use it or lose it" policy. • Usage of this time does not affect PTO or Management Leave usage.
[Retired] HRP-04 [Unpaid Leave]	All full time regular employees employed by SVCE for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements all will be taken into consideration before a request is approved. Approvals of the immediate supervisor, department director and CEO are required. Requests for unpaid personal leave may be denied or granted by SVCE for any reason or no reason and are within the sole discretion of SVCE. SVCE reserves the right to terminate employment for any reason or no reason during the leave of absence. Finance and Administration is responsible for ensuring that any employee on an approved personal leave of absence is not paid. An employee is required to return from the unpaid personal leave on the originally scheduled return date. If the employee is unable to return, he or she must request an extension of the leave in writing. If SVCE declines to extend the leave, the employee must then return to work on the originally scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will be considered on a case-by-case basis.

[Retired] HRP-05 [Paid Time Off Cash Out]	SVCE offers a PTO Cash-Out Option for eligible employees. At the time of the cash-out, a minimum of 40 hours MUST be retained in the PTO bank, which is based on current base pay at the time of payout. PTO Cash-Out is subject to all applicable taxes and deductions taken on earnings, and is exempt from deferred compensations (401a, 457b) deductions. There is a limit of two PTO cash-outs and not to exceed 80 hours per calendar year. An irrevocable PTO election form is required and the cash-out pay date will be made on the Friday of the following pay period.
[Retired] HRP-06 [Tuition Assistance]	Employee may be reimbursed up to $5,000 per fiscal year (October 1-September 30) to offset the cost of coursework aligned with SVCE's core mission, the employee's current duties, or future opportunities within the agency. Employee must pay for any expense upfront and will receive reimbursement of approved and eligible expenses upon successful completion of coursework and submission of required documentation within 60 days of course completion. All coursework should be taken during non-work hours. For graded courses, an unofficial transcript with the employee's name is acceptable and must show a grade of "C" or better or "Pass." For non-graded courses, a signed certificate of completion by the institution is acceptable.
[Retired] HRP-07 [Cash in Lieu of Health Benefits]	SVCE offers the opportunity to decline health insurance through the agency and receive a monthly cash payment in-lieu of health insurance of $250. Employee participation will not impact their eligibility to participate in the Flexible Spending Account (FSA) or Health Reimbursement Account (HRA) programs by SVCE. The employee must fill out the Election of Cash In-Lieu Form. Once an employee receives cash in-lieu of health benefits, the employee may only enroll in the agency health plan if a qualifying Section 125 event occurs (e.g., marital status change, number of dependents change, loss of coverage).
[Retired] HRP-08 [Fitness Reimbursement Benefit]	Employees can participate in the voluntary Fitness Reimbursement Program to promote employee health and morale. Participating employees sign and return their Fitness Reimbursement Program Form to the Administrative Services Manager and understand the terms and requirements of the program. The program is not a requirement of their employment, injuries resulting from an employee's participation will not qualify for worker's compensation, and the employee's time spent in fitness activity is not compensable. SVCE will reimburse employees who meet the requirements for reimbursement twice a year, up to a maximum of $600 annually, and reimbursement will be included as an allowance on the employee's paycheck.

HR Handbook	Updates CEO information and includes up-front statements about employment contracts overriding the handbook in the event of a conflict, that nothing in the handbook should be applied to restrict rights under the Employee policies, standards and procedures are summarized in the HR Handbook. Corrected various title changes and descriptions throughout. Added religious and pregnancy accommodations. Added requirement to list salary in job postings and verify eligibility for employment. Added "one day rest in seven" for non-exempt employees. Clarified use of California overtime rules. Consolidated sections on management time off and management wellness time off. Added clarifying language to the professional conduct section. Clarifying that SVCE will report criminal conduct and may use criminal conduct as ground for discipline. Clarifying staff shall not accept gifts of $100 or in exchange for a particular business decision. Incorporated telephone services in telephone use restrictions. Added internet service to technology stipend consistent with the new standard. Added wage disclosure protection for compensation. Added HSA to list of benefits. Removed requirement to work for 90 days before being able to use paid time off (PTO). Added a description of the PTO cash out option. Added requirement to use PTO before unpaid leave. Clarifying sick leave will be reinstated for employees that depart and return to the agency within a year. Added Caesar Chavez Day and Juneteenth to the list of holidays and clarified full-time staff are granted eight (8) hours of pay for each holiday. Clarifications related to short-term disability benefits. Redrafted rights related to Family Medical Leave Act and California Family Rights Act into a single section. Redrafted to expand upon COBRA insurance section. Introducing flexible/remote work standards. Clarifying medical leaves of absence may be approved up to 12 weeks. Adding two (2) additional bereavement leave days for a total of five (5), also added a requirement to be employed for 30 days before getting bereavement leave and for leave to be used within 3 months of the death. Clarifying that PTO does not need to be used for jury duty or serving as a witness in court and that fees and travel costs will not be reimbursed. Added provision for unpaid time off for an adult literacy program. Redrafted section on reproductive loss leave, to include loss by a spouse or domestic partner. Revised pregnancy disability leave to be gender neutral. Redrafted the paid parental leave portion. Redrafted the tuition reimbursement section. Added clarifications and purposes to the volunteer time off program. Added employee acknowledgement about receiving Health Insurance Marketplace Coverage Options.
HRS-01 [Technology Stipend]	No longer limited to smartphone and now includes residential internet service. The technology stipend increases from $50 to $120. New policy expands eligibility to all employees since SVCE is a hybrid work environment. New policy requires smartphone registration to SVCE Mobile Asset Management (MAM) program, residential internet of at least 100 Mbps (download)/20 Mbps (upload), following security guidelines, and configuration of home router.
HRS-02 [Recruitment Incentive]	No changes. Transition from policy to standard level.

HRS-03 [Volunteer Time Off]	Removes reference to SVCE's giving and volunteering guidelines.
HRS-04 [Unpaid Leave]	Adds CEO approval requirement for unpaid leave longer than one week.
HRS-05 [Paid Time Off Cash Out]	Only substantive change is the request via the HR information system instead of Irrevocable PTO Cash-Out Form.
HRS-06 [Tuition Assistance]	Substantive changes are updating form processing from Administrative Services Manager to Human Resources. Additionally, updated verbiage from "Tuition Assistance" to "Tuition Reimbursement."
HRS-07 [Cash in Lieu of Health Benefits]	Updated language from "Eligibility for FSA/HRA Benefits" to "Eligibility for Other Benefits" section and replaced "FSA and HRA programs offered at SVCE" with "any other SVCE offered benefits."
HRS-08 [Fitness Reimbursement Benefit]	Only substantive changes are the request via HR information system instead of the Fitness Reimbursement Form and removing the reimbursement limit of twice per year.

HRS-09 [Flexible Work]	Supervisors should work with HR to solidify and make in-office expectations clear for each role. Company retreats, in-person department meetings and cross-functional collaboration opportunities should be defined at hire or annual goal setting (launch and relaunch). Hires should be considered locally first (San Francisco Bay Area), limited to California, with exceptions to be made by the CEO as needed. Circumstances that may result in an exception include (1) where recruitment efforts have not resulted in an adequate candidate living in California; (2) the role does not require in-person interaction with customers and/or stakeholders on a regular basis, and (3) other extenuating circumstances. Employees should be able to come into the office any time as their role requires. However, some roles may be defined (by HR and supervisor/leadership) as needing more or less local engagement. Should a role be required to have specific weekly, monthly, or quarterly in-office times, supervisors should make reasonable efforts to pre-plan those times and set expectations so that employees can arrange for time as needed. Supervisors should also set expectations for "online" time (typically M-F 8am-5pm PST) and reasonable response times.
General & Administration	
Name	**Detailed Summary and Revisions**
[Retired] GAP01 - Travel and Meeting Expense Reimbursements	Moved to a standard and retired this policy.
[Retired] GAP02 - Vehicle Use Policy	This policy was retired to remove direction for privately-owned vehicle (POV) use, focus on agency-owned vehicle (AOV) use, and include SVCE electric car charger station use. Was retired to consolidate into a new GAP-02: Vehicle and Charger Use Policy.
[Retired] GAP03 - Charging Station Policy	This policy was retired to consolidate into GAP 02 Vehicle and Charger Use Policy and transfer details to GAS-01 Vehicle and Charger Use Standard.
[Retired] GAP01 - Travel and Meeting Expense Reimbursements	Moved to a standard and retired this policy.

GAS03 - Travel and Meeting Expense Reimbursements	Updated incidental expense fee or tip definition to remove taxi cab drivers and replace with transportation. The definition of meetings was updated to exclude SVCE Board or Committee meetings. In-state travel approval was updated from CEO to appropriate department head if the following conditions apply: allowable overnight stay if training/travel is greater than 100 miles from residence, aligns with role or development, employee is in good standing, funds are appropriated as part of the current operating budget, cost of training does not exceed $3,000. If these conditions are not met, CEO approval is required for staff. For accommodations, hotel or motel language was removed and generically referenced to lodging, and fees were added to reimbursement. Reimbursement mileage calculation was added and based on the distance from the SVCE office to the conference or meeting location. If the calculation was greater than the actual distance traveled, the employee should apply the actual distance. Included a definition of coach airfare. Removed prohibition on in-flight meals. Authorized personnel to approve meals now includes relevant department heads rather than Department Director and CEO. Reimbursement claim submission deadline moved from 30 to 60 days, with a cap of 180 days. An approval process for reimbursement was added and any exceptions must be made by the CEO.
GAP02 - Vehicle and Charger Use Policy	Expanded original GAP 02 Vehicle to GAP 02 Vehicle and Charger Use Policy to include direction for charger use and remove direction for privately-owned vehicle (POV) use with focus on agency-owned vehicle (AOV) use. All details such as reporting of accidents, traffic violations, parking tickets, and forms were transferred to the GAS 02 Vehicle and Charger Use Standard. The updated policy objective is to maintain a standard to manage use of the AOV and the electric vehicle charging stations located at SVCE.
GAP04 - CA Public Records Act Policy	Added references to Government Code Sections 7922.525 and 7922.530 regarding the public's right to access public records as guaranteed by the Constitution and making the records promptly available upon payment of fees covering direct costs of duplication. Added references to exempt materials covered in Government Code Sections 7927.500 (preliminary drafts, notes or interagency memos), 7929.700 (records pertaining to litigation, personnel, medical, or anything considered an unwarranted invasion of personal privacy), 7928.300 (personal addresses or telephone numbers), 7928.705 (real estate appraisals, engineering or feasibility assessments, privileged documents including attorney-client privilege), and 7927.005 (archeological site information). Included the process of exemption claim discretion referenced in Government Code Section 7922.00 and waiving rights to invoke exemption in Government Code Section 7921.505.

GAP07 - CEO Absence Policy	Removed explicit call out of each Department Director and language of Board/CEO Authority limits in Energy Risk Management Policy Section 6.5 to limit administrative burden of updating this policy.
GAP09 - Hybrid Meetings Policy	Removed stale language of hybrid meeting following termination of the Covid-19 State of Emergency and added context to the Brown Act mandating open and transparent government meetings for local agencies.
GAS01 - Vehicle and Charger Use	Developed a new standard for AOV and on-site charging station as directed in the GAP-02 Vehicle and Charger Use Policy. Specific contacts were added for AOV driving insurance and registration. As SVCE has access to electric vehicle chargers at its primary office location, the standard defines the valid use of these charging stations by employees, visitors, and third parties. Vehicles must be actively charging when parked limited to four hours of use in the charging station stall. Charging cords must be neatly replaced and not left on the ground. Authorized personnel may disconnect the vehicle at any time and charging stations may be closed for maintenance. SVCE assumes no responsibility or liability for damage to vehicles using electrical charging stations, and the availability of a charging station should not be counted on as the primary justification for purchasing a plug-in electric vehicle.
GAP10 - Files and Records Management Policy	Updated language on SVCE subject to the CPRA and removed the methods for filing, retaining, and disposing of business records as this information is being transferred to the new GAS-02 Files and Records Management Standard. Additionally, information on digital files, paper files, filing system, record retention and long-term storage, record destruction, record disposal, and records retention periods were removed and transferred to the new GAS-02 Files and Records Management Standard.
GAS02 - Files and Records Management	GAS-02 Files and Records Management is a new standard that accompanies GAP-10 Files and Records Management Policy. The previously detailed sections from the GAP-10 Files and Records Management Policy were transferred to the GAS-02 Files and Records Management Standard: digital files, paper files, filing system, record retention and long-term storage, record destruction, record disposal, and records retention periods. Consolidated and revised retention periods to meet business and legal needs.

Agenda Item: 6 **Agenda Date: 12/11/2024**

Information Technology	
Name	**Detailed Summary and Revisions**
[Retired] ITP01 - Information Systems Use Policy	Outlines the acceptable use of information systems and resources at SVCE. Inappropriate use exposes SVCE to risks including malware, compromise of network systems and services, and legal issues. Transfers the following language to ITS-03 Information Security: information systems limited to SVCE business use; complying with guidelines and policies; prohibited use, which includes unauthorized installation or distribution; reporting suspicious activity or sensitive information being shared; no privacy expectations. Transfers the following language to ITS-04 Identity and Access Management: authorization needed for disclosure of SVCE proprietary information; password and user account management; no sharing of accounts or passwords; authorized staff have the ability to reset passwords if needed; safeguarding sensitive information or only sharing information with business justification and authorization.
[Retired] ITP02 - Email Use Policy	Provides rules on appropriate email use for SVCE email addresses. Transfers the following to ITS-01: Data Management: prohibition on transferring confidential information externally via email. Transfers the following language to ITS-03 Information Security: prohibiting offensive, indecent, or obscene material from being created or distributed; prohibiting the use of SVCE resources for personal use; allows incidental use of personal email accounts on SVCE resources when accessed through a browser; prohibiting automatic forward of SVCE email to external accounts; prohibits the use of personal texting and email accounts for SVCE business; requiring staff to own and control personal devices storing SVCE emails and notify SVCE within 24 hours of losing a device; and establishes no expectation of privacy. Transfers the following language to ITS-04: Identity and Access Management: guidance for email passwords. Removed guidance on email signatures and documents being subject to retention and destruction as that is covered in FP-12: Files and Records Management.
[Retired] ITP03 - IT Asset Management Policy	Establishes policy for asset control outlining the protection of organizational resources. Transfers the following language to ITS-02 Asset Management: definition of asset category types to be tracked (computer systems; printers, copiers, fax machines, handheld devices, networking equipment, desk phones, miscellaneous hardware; IT asset planning, acquisition, inspection, distribution, installation, disposal.

[Retired] ITP04 - Internet Usage Policy	Establishes rules on the appropriate use of network and internet access. Transfers the following language to ITS-03 Information Security: personnel must adhere to acceptable internet use as a violation could result in disciplinary action and/or legal action including termination; employees are held personally liable for damages caused by policy violations; internet access is limited to job-related activities; equipment, services, and technology for internet use are the property of SVCE and the company reserves the right to monitor internet traffic and access data sent or received through its online connections; prohibited use includes inappropriate messages or images, fraud, and introducing malicious software; authorization of sharing files. Transfers language of not sharing passwords to ITS-04 Identity and Access Management. Transfers language of not sharing confidential material to ITS-01 Data Management.
[Retired] ITP05 - IT Security Plan Policy	Provides security requirements for the IT system and network. Transfers the following language to ITP-01: Information Security: requires a security assessment. ITS-02: Asset Management: conduct an inventory of assets; requirement to maintain inventory of all systems. Transferred the following language to ITS-03: Information Security: requirements for training staff on IT security. Transferred the following language to ITS-07: Vulnerability Management: requiring a planning process with an assessment of IT threats and risks. Removing some general guidance and the requirement for an IT Security Plan as the substantive requirements are met within the new IT policy and standards.
[Retired] ITP06 - Access Control Policy	Prevents unauthorized access to or use of SVCE information to ensure its security, integrity, and availability to appropriate parties. Transfers the following language to ITS-04 Identity and Access Management: password and authentication; access is granted on a need-to-know basis; securing IT equipment when unattended. Transfers language on access control logs to ITS-04 Identity and Access Management and ITS-07 Vulnerability Management.
[Retired] ITP07 - Password Protection Policy	Establishes a standard to create strong passwords. Transfers language of creating strong passwords to ITS-04 Identity and Access Management. Transfers language of reporting incidents to ITS-03 Information Security.
[Retired] ITP08 - Malware Defense Policy	Outlines prevention of data loss, corruption, or misuse of SVCE computing resources or information that may occur when malware is introduced to SVCE's IT network. Transfers the following language to ITS-03 Information Security: addressing malware through IT communication and plans. Transfers language of patch management and annual audits to ITS-07 Vulnerability Management. Transfers language on IT security plan to ITS-09 Incident Response and ITS-09A01 Incident Response Plan.
[Retired] ITP09 - Security Audit Policy	Establishes conformance of the IT security system to legal, regulatory, and SVCE requirements. Transfers language of conducting necessary audits and assessments to ITP-01 Information Technology Policy.

[Retired] ITP10 - Disaster Recovery Policy	Defines the baseline Disaster Recovery Plan to recover IT systems, applications, and data from any type of disaster that causes a major outage. Transfers the following language to ITS-08 Business Continuity Disaster Recovery: development and implementation of an IT disaster recovery plan; gathering IT industry information on best practices and recovery priorities; periodic backups of Agency information; auditing and testing. Transfers language of reporting suspicious activity to the IT team in ITS-03 Information Security.
[Retired] ITP11 - Theat-Risk Assessment Policy	Establishes evaluation for threats and vulnerabilities in SVCE IT systems and network. Transfers the following language to ITS-07 Vulnerability Management and ITS-08 Business Continuity Disaster Recovery: types of threats, likelihood, impact, and risk. Transfers the following language to ITS-07 Vulnerability Management: penetration testing, security assessments, and audits.
[Retired] ITP12 - IT Satisfaction Policy	Not replaced to allow staff to determine most efficient means of assessing satisfaction
[Retired] ITP13 - Data Breach Policy	Establishes method of response to a data breach. Transfers language on a data breach containing sensitive data to ITS-03 Information Security. Transfers language of developing communication through an incident response team to ITS-09 Incident Response and ITS-09A01 Incident Response Plan.
[Retired] ITP14-Workstation Security for HIPPA Policy	Provides guidance for workstation security. Transfers language of confidential data, authorized access, and password guidelines to ITS-03 Information Security, ITS-01 Data Management, and ITS-04 Identity and Access Management. Transfers language of physical safeguards and workstation guidelines to ITS-06 Physical Security. Transfers language of unauthorized software and storing sensitive information to ITS-03 Information Security.
[Retired] ITP15 - Clean Desk Policy	Establishes minimum requirements for maintaining a "clean desk" - where sensitive information is secure in locked areas and out of sight. Transfers the following language to ITS-01 Data Management and ITS-03 Information Security: securing sensitive and confidential information; protecting laptops when unattended; password protection. Transfers the following language to ITS-04 Identity and Access Management: locking workstation screens; password guidelines. Transfers the following language to ITS-06 Physical Security: locking file cabinets that store sensitive information when not in use or unattended; removing restricted or sensitive documents or information immediately.

ITP-01 Information Technology	ITP-01 Information Technology is a new overarching policy that lists requirements to ensure the protection of IT resources, and that staff may maintain appropriate operational standards related to ensuring business continuity and disaster preparedness (addressed in ITS-08 Business Continuity Disaster Recovery), appropriate management of IT assets, networks, data, identify and access to systems, vulnerabilities, security, and incident response; the minimum level of access required for personnel to perform business functions (addressed in ITS-01 Data Management and ITS-04 Identity and Access Management); security systems at multiple levels, including physical (addressed in ITS-06 Physical Security), network (ITS-05 Network Management), host (addressed in ITS-09 Incident Response), and personnel security (ITS-04 Identity and Access Management); degree of information security protection (addressed in ITS-07 Vulnerability Management), tracking of information technology resources (addressed in ITS-02 Asset Management); classification of data (addressed in ITS-01 Data Management); ongoing training (addressed in ITS-03 Information Security); personal responsibility for exercising proper control over information according to the operational standards; and a requirement to conduct internal audits and assessments of the IT security management system.
ITS-01 [Data Management]	SVCE classifies data and information systems in accordance with legal requirements, sensitivity, and business criticality to ensure that information is given the appropriate level of protection. Requires all users to protect confidential and proprietary information. Information systems and applications are classified based on the highest classification of data they store or process. Documents classified as public such as marketing materials can be freely distributed outside of the agency. Restricted data (e.g., internal policies and processes and legal documents) is any proprietary agency information requiring thorough protection accessed on a "need-to-know" basis. This is the default classification unless stated otherwise and data can only be distributed outside the agency with approval, which typically involves legal counsel. Confidential data (e.g., customer, financial, and banking data) is highly sensitive and requires the highest level or protection accessed by specific employees or departments, and records can only be shared with approval from the data owner or appropriate agency executive. Data handling is based on classification. Included information to support SVCE adherence to rules for how energy data should be aggregated to maintain customer privacy.

ITS-02 [Asset Management]	Identifies organizational assets and defines appropriate protection responsibilities to prevent unauthorized disclosure, modification, removal, or destruction. All hardware, software, and applications must be approved, inventoried, and purchased by SVCE. Installation of new hardware or software, or modifications to existing hardware or software, must follow approved SVCE procedures and change control processes. All inventories must be reviewed no less than annually. SVCE assets must document the maintenance and repair of assets by the manufacturer's recommended guidelines. If personnel need additional information on the acceptable use of access, they should follow up with the IT department. Upon termination of employment, contract, or agreement, all SVCE assets must be returned to SVCE. Any employee or user who handles SVCE equipment is expected to use reasonable judgment and care to protect and maintain the equipment. Assets at the end of their useful life should be given to IT for proper disposal.
ITS-03 [Information Security]	Establishes practices using information resources to protect the confidentiality, integrity, and availability of information created, collected, and maintained. Personnel are required to promptly report harmful events or standards violations concerning SVCE assets or information to the IT team. Events include but are not limited to technology incidents, data incidents, unauthorized access incidents, and compromise of login credentials. Personnel must comply with the acceptable use of company equipment and information resources including not perpetrating fraud or piracy. No SVCE data may be stored on mobile devices, only in the official service app. All mobile devices must maintain up-to-date versions of all software, applications, and operating systems. SVCE reserves the right to remove mobile device use privileges to maintain information security. All hardware and software must be formally approved by IT management. All SVCE assets should be secured at all times. The use of removable media (e.g., USB flash drives) for SVCE information is not permitted. Use of a safe and trusted network is required at all times. Wi-Fi in public places is not permitted without the authorized SVCE Virtual Private Network (VPN). Personnel should log off from applications or network services when they are not needed. Laptops should be secured at all times. Personnel must complete assigned security awareness trainings by given due dates. Information created, sent, received, or stored on SVCE information resources is not private and may be accessed by authorized SVCE employees at any time.

ITS-04 [Identity and Access Management]	Establishes requirements to ensure access and use of SVCE information resources are managed in accordance with business requirements, information security requirements, and other SVCE standards and guidance. Access to SVCE information resources requires a legitimate business justification on a "need-to-know" basis. All SVCE information resources must document the identification of responsible owners. Access to SVCE information resources must be secured with a username/password, including multifactor authentication (MFA) if possible. All personnel must review and acknowledge the IT standards before access is granted, which includes a documented request and approval. Accounts associated with services containing confidential data must enforce password expiration. Administrative/Special access accounts must be logged and refrain from abuse of privilege only performing tasked required for the job function. Staff may reset passwords for business purposes. Passwords must be constructed using direction provided by the IT department. Remote access occurs through approved remote access methods with data encryption and MFA and must be terminated after one hour of inactivity unless approved.
ITS-05 [Network Management]	Establish rules for maintenance, expansion, improvements, and use of the network infrastructure. The SVCE IT team or an approved contractor must install all cabling to provide a consistent network infrastructure capable of leveraging new networking developments. Technical controls and solutions must be implemented to protect the network from unauthorized access. Connections to the SVCE internal network must be authorized by IT. All connections of the network infrastructure to external third-party networks must be approved and reviewed by SVCE IT. The use of network devices is not permitted without authorization from SVCE IT management. All wireless access points or devices that provide access to the SVCE wireless network must be approved by IT management. Network equipment and distribution racks must be located in a secure room only accessible by the SVCE IT team.

ITS-06 [Physical Security]	Establishes methods to prevent unauthorized physical access or damage to the organization's information and information processing facilities. Physical offices shall meet all local building codes for construction materials and some interior zones may be identified as secure areas where physical access is further restricted (e.g., private offices and wiring closets). Secure areas shall be protected by appropriate entry controls. Where possible, access control systems shall be tied to a centralized system that provides granular access control for individual personnel. Physical security for offices, rooms, and facilities shall be designed and applied to protect from theft, misuse, environmental threats, unauthorized access, and other threats to the confidentiality, integrity, and availability of classified data and systems. Piggy-backing, tailgating, and door propping to circumvent door access controls are prohibited. File cabinets with confidential information should be locked when not in use or unattended. Copies of documents containing confidential information should be immediately removed from printers and fax machines. Where feasible, secure areas shall be monitored through the use of intrusion detection systems, alarms, and/or video surveillance systems. Visitors, delivery personnel, outside support technicians, and other external agents require escort and appropriate oversight. Third parties shall sign in and out of a visitor log maintained by SVCE personnel. Third-party access to secure areas shall be confirmed with appropriate SVCE personnel prior to being granted access. Delivery and loading areas and other points where unauthorized persons could enter secure areas shall be controlled. Visitors and third parties shall comply with SVCE physical security requirements. Photographic, video, audio, or other recording equipment, such as cameras with recording capabilities, are not permitted in secure areas or any other area designated a recording-free zone. Damage and potentially unauthorized access must be reported to the appropriate personnel immediately.
ITS-07 [Vulnerability Management]	Establishes rules for the review, evaluation, application, and verification of system updates to mitigate vulnerabilities in the IT environment and associated risks. Information resource configurations must be logged to record actions. All logs must be stored in a central log management solution and maintained for at least one year. A review of log files must be conducted regularly and must be protected from tampering or unauthorized access. The SVCE IT team maintains responsibility for patch management implementation, operations, and procedures. All information resources must be scanned on a regular basis to identify missing updates and any associated risks. Penetration testing of the internal network, external network, and hosted applications must be conducted at least tri-annually. Vulnerability scans must be conducted at least quarterly. Failed vulnerability scan results will be remediated based on a timeline: critical vulnerabilities remediated within 15 calendar days, high vulnerabilities remediated within 30 days, medium vulnerabilities remediated within 60 days, and low vulnerabilities remediated within 90 days of initial detection.

ITS-08 [Business Continuity Disaster Recovery]	Defines a business continuity and disaster recovery (BC/DR) plan for SVCE in the event of extended service outages caused by factors beyond control (e.g., natural disasters) and to restore services to the widest extent possible in a minimum time frame. The IT team shall determine mitigation actions and will review this standard as well as backup restoration processes on an annual basis. If the SVCE office becomes unavailable, all staff shall work remotely from their home offices or an IT-designated location. Communications shall occur over IT-approved chats, email, phone, and online meeting tools. Key contacts are maintained in the Security Contact Info cloud-based IT Workspace. Responsibilities are outlined where the IT team leads the BC/DR efforts, Directors/Managers are responsible for communicating with their staff, the CEO and CFO are responsible for client communications, the ESCR team leads efforts to maintain the continuity of SVCE services for customers, and the HR Director is responsible for internal communications regarding physical health and safety. Key business processes and continuity strategies are outlined.
ITS-09 [Incident Response]	Establishes methods of response to information security incidents. The actual Incident Response Plan is documented in ITS-09A01 Incident Response Plan and provides direction and focus on the handling of information security incidents that adversely affect SVCE information resources. The Incident Response Commander leads the Incident Management Plan with a response to information security related incidents at the organization affecting SVCE information resources. The plan articulates a process that includes preparation, identification and handling, and recovery. The plan describes required notification both internally and with third parties.
ITS-09A01 [Incident Response Plan]	Provides direction and focus to handling information security incidents that adversely affect SVCE information resources. An incident is defined as a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices that jeopardize the confidentiality, integrity, or availability of information resources or operations. A security incident may involve one or more of the following: violation of an explicit or implied SVCE security policy, attempts to gain unauthorized access to a SVCE information resource, denial of service to a SVCE information resource, unauthorized use of SVCE information resources, unauthorized modification of SVCE information, and loss of SVCE confidential or protected information. Establishes a Cyber Security Incident Handling Team (IHT) consisting of legal experts, risk managers, and other department managers. Establishes a Cyber Security Incident Response Team (CSIRT) comprised of IT management and experienced personnel to move the incident to containment, investigation, and recovery. Outlines detailed Incident Response Framework consisting of six phases - preparation, identification and assessment, containment and intelligence, eradication, recovery, and lessons learned with a summary of checklist items in Appendix III.
Finance	
Name	**Detailed Summary and Revisions**

[Retired] FP03 - Capital Projects Policy	CEO includes a proposed capital budget that identifies capital projects as part of the budget submission. CEO evaluates capital projects based on the benefit to the SVCEA, operations and reliability, life of an asset, total project costs, and completion schedule, risks on not funding, sources of funding, and impact to the operational budget. Operational, administrative, maintenance, and interest expenses incurred prior to actual completion of capital improvement are included in the capital budget. Once the project completes, such costs are included in the operating budget. The CEO provides the Board of Directors a semi-annual Capital Projects Report.
[Retired] FP05 - Customer Generations Rates	Customer Generation Rates will be set at 1% below PG&E's generation rates in January 2017 and remain unchanged, subject to volatility in wholesale power pricing, until January 2019. For rate setting beyond 2018, electric rates are designed to generate sufficient revenue after consideration of interest income and miscellaneous revenue to support the full cost of operations, debt service, equity funding of capital investments, funding of reserve accounts, and any other current obligations. Electric rates will ensure a two-times minimum debt service coverage ratio. A rate adequacy review shall be completed every five years at a minimum through a cost-of-service study.
[Retired] FP13 - Chart of Accounts	Moved to a standard. Assigns ledger accounts a descriptive account title and numbers to produce meaningful financial data for the Agency. Provides design of accounts and arrangement based on the sequence they appear in the financial statements. Short title description and definition of each account should be sufficient, concise, and meaningful.
[Retired] FP07 - Purchasing Card Policy	Moved to the standard level. Allows SVCE purchasing cards to be issued and used by staff, subject to a $20k monthly limit.
FP01 - Accounting Policy	Adds references to standards for delinquent accounts and capitalizing assets; attachments FP-01A (Establish Audit Committee) and FP-01B (Establish Finance and Administration Committee). Removes language requiring five members of the F&A Committee as the number may change due to transitions. Adds language of PG&E issuing bills to customers and power of disconnections to manage delinquent accounts. SVCE staff maintains standards for managing delinquent accounts but has no power for disconnections. Adds language on maintaining a chart of accounts. Changes the minimum frequency of F&A Committee meetings from quarterly to three times a year.
FP02 - Budget Policy	Adds CEO's maintenance of standards related to showings for capital expenditures for budgeting purposes and limitations on debt. Adds customer generation rates being set through the Board-approved budget for the corresponding fiscal year or as designated by the Board after establishing the budget. Updates pronouns from he/she and him/her to they/them. Moved over hire authority to HR Policy 01: Personnel.

FP06 - Purchasing and Spending Policy	Adds language on CEO's ability to delegate their authority to approve and execute energy procurement contracts for terms less than or equal to 12 months to meet SVCE's expected energy, capacity, and hedging needs, which the CEO will timely report to the Board; contracts with a not-to-exceed maximum of $250,000 per vendor and per fiscal year; amendments that improve contract terms; in the event of an emergency, not-to-exceed maximum dollar amount of 150% of $250,000 per fiscal year or 500% of $250,000 per fiscal year with prior written consent of two Executive Committee members. Adds language for CEO to delegate their authority to approve and execute standards related to Purchasing Card issuance and use by staff. If the CEO delegates their authority, documentation must be provided in purchasing standards. Adds language on the CFO approving all ACH and wire transfers. Allows for solicitations, sole source purchasing, cooperative purchasing, and disposal of property according to standards established by the CEO.
FS08 - Purchasing and Spending	Migrated information from FP06 - Purchasing and Spending Policy including solicitation requirements for informal and formal solicitations; sole source purchasing; cooperative purchasing; and disposal of property. Adds significant language on solicitations, such as the requirement of a formal request for proposal for services or quotes for goods over $50,000. For bids between $10,000.10 to $50,000, an informal quote process is applied and documented on the sole source justification form.
FP08 - Investment Policy	Section Delegation of Authority was updated to include CEO's designee and CFO or their designee as authorized to sign investment documents. Removed Sections on Authorized Financial Dealers and Institutions, Authorized and Suitable Investments, Hedging Program, Reporting Requirements, Investment Pools/Mutual Funds, Collateralization, Safekeeping and Custody, Maximum Maturities, Internal Controls, and Performance Standards as the majority of this information is being transferred to a standard FS-04: Investment. Added language that SVCE's portfolio will not include investment in companies in the industries or subindustries of Fossil Fuel Extraction, Refining, and Distribution. Added language on Additional Investment Standards.
FP10 - Delinquent Accounts & Collections Policy	Clarifies PG&E's power of disconnections to manage delinquent accounts and that SVCE does not have the power of disconnection. And clarifies that the CFO must approved accounts that are written off.
FP11 - Capitalization Policy	Clarifies limit is with respect to individual assets. Updates individual asset useful life costing more than $1,000 to costing more than $5,000 to be capitalized and recorded in depreciation records. Any asset that does not meet this criteria will be expensed (e.g., small equipment).
FS01 - Capital Projects	This is a new FS-01 Capital Projects Standard transitioned from the previous FP-03 Capital Projects Policy. There are no changes from the previous policy except to repurpose the policy to a standard format.

FS03 - Customer Generation Rates	This is a new FS-03 Customer Generation Rates Standard transitioned from the previous FP-05 Customer Generation Rates Policy. Removes language of rates being set 1% below PG&E's generation rates and replaces with rates being set by the Board-approved budget for the corresponding fiscal year. Removes references to outdated years (e.g., 2017). Replaces language of interest income with all expenses.
FS04 - Investment	New FS-04 Investments Standard consists of the previous language removed from FP-08 Investment Policy: Subjects on Authorized Financial Dealers and Institutions, Authorized and Suitable Investments, Hedging Program, Reporting Requirements, Investment Pools/Mutual Funds, Collateralization, Safekeeping and Custody, Maximum Maturities, and Performance Standards.
FS06 - Purchasing Card Standard	New FS-06 Purchasing Card Standard that replaces previous FP07 Purchasing Card Policy. Adds language that P-cards may be extended to other staff as designated by the CEO. Adds language to include the CEO and CFO as approvers in the issuance of P-Cards, P-Card Limit, and P-Card Delegation Forms; delegation to other staff with the approval of CEO, CFO/Director of Finance and Administration, or their delegate. Adds language on the development of purchasing card standards. Adds reference to Missing Supporting Documentation Affidavit for any transaction missing documentation. Replaces pronouns his/her with their, replaces any reference of "policy" with "standard", and replaces "personal business expense" with "personal expense" that is not prohibited.
FS07 - Chart of Accounts	New FS-07 Chart of Accounts Standard replaces previous FP-13 Chart of Accounts Policy. Removes account codes from 2017 as the current list of account codes are memorialized in the FS-07A01 Chart of Accounts Standard Attachment. References FS-07A01 containing the current list of the Chart of Accounts.
FS07A01 - Chart of Accounts	New FS-07A01 Chart of Accounts Standard Attachment replaces account definitions in the previous FP-13 Chart of Accounts Policy. Memorializes current list of Chart of Accounts by title, type, number, and notes.

Attachment 1 Table 3: Controls

Human Resources	
Name	**Controls**
HRP-01 [Personnel & Reimbursement]	*CEO is designated as the Personnel Officer and is authorized and directed to administer the personnel system, and may delegate powers of the Personnel Officer as appropriate. *The Personnel Officer and General Counsel will act as appointing authorities for all employees of SVCE implementing an employee handbook, personnel rules and regulations necessary for personnel administration. *Board approval needed to add a position added or adjust salary that causes the total annual budget to be exceeded in total by fiscal year-end.
HR Handbook	*One source for employee-facing HR standards and policies. *Updates to any employee-facing HR Standard or Policy is summarized in the HR Handbook. *Generally provides limitations and requires various approvals by HR and Finance and Administration for the different types of leave and benefits including unpaid leave, accommodations, PTO cash out option, etc.
HRS-01 [Technology Stipend]	*Employee registers their smartphone to SVCE Mobile Asset Management (MAM) program *Residential internet service needs to be at least 100 Mbps (download)/ 20 Mbps (upload) *Stipend is neither permanent or guaranteed. SVCE reserves the right to modify or cancel this benefit. *SVCE does not accept liability for claims, charges, or disputes between service provider(s) and the employee.
HRS-02 [Recruitment Incentive]	*Threshold of 10% of salary or $15,000 incentive. *Employee must compensate SVCE if the employee terminates within 12 months from which the bonus is received.
HRS-03 [Volunteer Time Off]	*Threshold of 40 hours per year of Volunteer Time Off (VTO). *VTO must be longer than 2 hours. *VTO must be no more than 2 days per quarter. *VTO does not accrue and is refreshed at the beginning of each calendar year.
HRS-04 [Unpaid Leave]	*Approval of immediate supervisor, department director, and CEO is required for leave longer than one week. *F&A ensures any employee on an approved leave of absence is not paid.
HRS-05 [Paid Time Off Cash Out]	*Minimum of 40 hours must be retained in PTO bank, and confirmation of retention of 40 hrs in PTO bank is verified. *Limit of two PTO cash-outs and not to exceed 80 hours per calendar year.

HRS-06 [Tuition Assistance]	*There needs to be an availability of funding based on the annual budget process. * Two weeks prior to course start, an employee submits the Tuition Assistance Reimbursement form to their supervisor and department director. *Employee provides written justification of coursework that aligns with SVCE's core mission, employee's duties, or future opportunities within the agency. *Documentation (proof of payment, registration completion, and proof of completion) must be received within 60 days of course completion *If an employee voluntarily leaves, they must repay tuition reimbursements received within 12 months preceding the employee separation date or a deduction from employee compensation is due.
HRS-07 [Cash in Lieu of Health Benefits]	*Employee submits proof of other current health coverage. *Employee submits Election of Cash In-Lieu form declining all SVCE-offered coverage (medical, dental, and vision).
HRS-08 [Fitness Reimbursement Benefit]	*Injuries resulting from an employee's participation in this Program will not qualify for worker's compensation benefits. *Expense reimbursement submitted in HRIS demonstrates reimbursement meets requirements of the program along with receipts and inputs of approved health club, fitness program, equipment, or service.
HRS-09 [Flexible Work]	*Employees agree to ensure that they have a workspace that lends itself to remote work in that it is 1) free from distractions that would impede success; 2) safe and free from hazards that could lead to harm or injury; 3) compliant from a cyber security perspective; and 4) aligned with the required IT requirements outlined in the technology stipend. *Employees agree to ensure their work documents and devices are secured and confidential and that passwords are protected. *Employees who are approved to live outside the SVCE service territory do so at their own choosing and will not be reimbursed for regular travel. expenses associated with required in-office time. *Working outside of the United States is not permitted.
General & Administration	
Name	**Controls**
GAP02 - Vehicle and Charger Use Policy	*Staff maintains standards for AOV management that include pre-driving and qualification requirements, reservation process, driving requirements, reported accidents; traffic violations, parking tickets; required documentation, and serving the AOV. *Staff maintains standards for electric vehicle charging stations located at the SVCE office, which include charging requirements and limitations, safety, and limitation of liability.

GAP04 - CA Public Records Act Policy	*SVCE must adhere to the California Public Records Act (CPRA) and SVCE affirms the public's right to access its public records. SVCE staff will cooperate fully with the Board Clerk in producing records in a timely manner typically within 10 calendar days starting the day after the request receipt date except in cases with unusual circumstance. *The requestor is responsible for any direct cost of producing a paper or electronic record if applicable. If a request requires compilation, extraction, or computer programming to produce the record, or requires the production of an electronic record that is otherwise produced only at regularly scheduled intervals, the requester shall bear the cost of producing the electronic copy, including the fully burdened hourly rate of staff members required to construct the record or the cost charged by an outside programmer or consultant. SVCE is not required to reconstruct electronic copies of records that are no longer maintained or available in an electronic format.
GAP07 - CEO Absence Policy	*When the CEO is absent from work and unavailable to perform the regular functions of the role, the CEO shall designate one Department Director to service as Acting CEO during their absence. In cases where the CEO is unable to designate an Acting CEO or should an absence extend beyond 30 days, a special meeting of the Executive Committee shall be called to appoint an Acting CEO.
GAP09 - Hybrid Meetings Policy	*At least a quorum of the members of the SVCE's Board of Directors/Committee members must participate in person at a singular physical location within the agency's jurisdiction where the public can attend.
GAS01 - Vehicle and Charger Use	*AOV drivers must be added to the insurance plan, sign off on the AOV driver code-of-conduct, submit a new driver checklist, and be approved by the Director of ESCR or his or her designee. *The SVCE charging station stalls are limited to 4 hours of use. Authorized SVCE personnel may disconnect the vehicle at any time.
GAP10 - Files and Records Management Policy	*SVCE is subject to the CPRA and must maintain records for public inspection. SVCE developed standards that outline methods for record maintenance to support public access and transparency.
GAS03 - Travel and Meeting Expense Reimbursements	*Advanced CEO approval is required for incurring expenses for out-of-state travel by SVCE employees. *All in-state travel involving overnight accommodations is approved by the appropriate department head only under specified conditions. *Travel and meeting expenditures shall not exceed approved budget appropriations and associated fiscal policies. *Reimbursement claims should be submitted no later than 60 days, and in no event later than 180 days, after the event and include an itemization of expenses, a brief explanation, and original receipts.

GAS02 - Files and Records Management	*Files labeled with employee names are considered confidential personnel files only accessible to those who are in direct line of supervisory authority or those responsible for payroll or human resource duties on a need-to-know basis. *Staff shall determine whether files labeled with an energy counterparty name contain confidential information before public release. *Record Retention Periods is a guide for record maintenance. Three to six months after year-end, a CEO-designated SVCE employee will proceed with record destruction for files that have exceeded their holding period.
Information Technology	
Name	**Controls**
ITP-01 Information Technology	*All staff and designated parties that have access to SVCE IT are personally responsible for exercising the proper control over information according to operational standards and are informed of security measures through ongoing required training. *IT resources are tracked and monitored through established tools. *All operational standards will be reviewed on an annual basis.
ITS-01 [Data Management]	*Defines classification of data types: public, restricted, and confidential where access is restricted to users on a "need-to-know" basis determined by business requirements. The data owner is responsible for identifying additional requirements for specific data or exceptions to data handling. *Data transfer to people or outside entities shall be done with a non-disclosure agreement or a data-sharing vendor agreement with approval from their manager, the IT department, and the General Counsel. *Includes specific limitations from rules related to data privacy.
ITS-02 [Asset Management]	*Hardware, software, and application inventories must be maintained and reviewed no less than annually. *SVCE assets must be maintained and repaired based on the manufacturer's recommended guidelines. *Employees are responsible for ensuring agency equipment is secured and properly attended to. * Assets must be returned to SVCE upon termination of employment or end of the asset's useful life.
ITS-03 [Information Security]	*All hardware must be formally approved by IT Management before being connected to SVCE networks. *Software must be approved and installed by SVCE IT and be properly licensed. *All mobile devices connecting to SVCE's resources must be setup to use strong encryption and are required to use the approved tools and solutions, defined by SVCE IT. *All personnel must review and acknowledge the IT standards and complete assigned security awareness trainings by assigned due dates.

ITS-04 [Identity and Access Management]	*Accounts created must have an associated, and documented, request and approval. *Accounts and access rights for all Silicon Valley Clean Energy information resources must be reviewed and reconciled at least annually, and actions must be documented. *The level of access required to perform authorized tasks may be approved. *Remote access connections to SVCE networks will be made through the approved remote access methods employing data encryption and multi-factor authentication.
ITS-05 [Network Management]	*Connections to the SVCE internal network must be authorized by IT. *Wireless access points or devices that provide access to SVCE's wireless network must be approved by IT management. *SVCE IT must approve connections of the network infrastructure to external third-party networks. *Network equipment and distribution racks must be located in a secure room only accessible by the SVCE IT team.
ITS-06 [Physical Security]	*Secure areas shall be protected by appropriate entry controls to ensure that only authorized personnel are allowed access. *Physical security for offices, rooms and facilities shall be designed and applied to protect from theft, misuse, environmental threats, unauthorized access, and other threats to the confidentiality, integrity, and availability of classified data and systems. *Secure areas shall be monitored through the use of intrusion detection systems, alarms, and/or video surveillance systems where feasible. *Supporting infrastructure shall be regularly serviced and maintained in accordance with the manufacturer’s recommendations. *Third parties shall sign in and out of a visitor log and shall be escorted or monitored by SVCE personnel.
ITS-07 [Vulnerability Management]	*SVCE-owned and/or managed Information Resources must use the Silicon Valley Clean Energy IT management-approved endpoint protection software and configuration. *Logs to record actions must be stored in a central log management solution and maintained for at least one year. A review of log files must be conducted regularly. *All files must be scanned for malware before use. *All Information Resources must be scanned regularly to identify missing updates. *Failed vulnerability scan results will be remediated based on a timeline: critical vulnerabilities remediated within 15 calendar days, high vulnerabilities remediated within 30 days, medium vulnerabilities remediated within 60 days, and low vulnerabilities remediated within 90 days of initial detection.
ITS-08 [Business Continuity Disaster Recovery]	*In the event of the loss or unavailability of the SVCE office, a natural disaster, or a scenario involving major disruption, the BC/DR plan shall be automatically activated. *The IT team will review the BC/DR standard on an annual basis. *Communications shall take place over IT-approved chats, email, phone, and online meeting tools.

ITS-09 [Incident Response]	*In the event of an information security incident, the Incident Management Plan will provide direction to address the incident with clear steps to prepare, identify, handle, and/or recover SVCE Information Resources. *The plan includes a description of roles and responsibilities, the establishment of an Incident Response Commander, and key contacts.
ITS-09A01 [Incident Response Plan]	*Establishes a Cyber Security Incident Handling Team (IHT) consisting of legal experts, risk managers, and other department managers. The CFO, an IHT member, seeks approval from Executive Management (i.e., the CEO, also an IHT member) to administer the Incident Response Program. *Establishes a Cyber Security Incident Response Team (CSIRT) comprised of IT management and experienced personnel to move the incident to containment, investigation, and recovery. *Outlines detailed Incident Response Framework consisting of six phases - preparation, identification and assessment, containment and intelligence, eradication, recovery, and lessons learned with a summary of checklist items in Appendix III.
Finance	
Name	**Controls**
FP01 - Accounting Policy	*CPAs perform an annual financial audit and an official annual financial report shall be issued no later than six months following the fiscal year end. *Audit and Finance and Administrative Committees are formed for financial oversight. *The Board of Directors has final approval of the audit.
FP02 - Budget Policy	*The Board of Directors approves and adopts the budget. In the event the Board does not adopt the budget by the end of the fiscal year, the Board may adopt a continuing appropriations resolution until such time as the budget is adopted. *Customer generation rates are set through the Board-approved budget for the corresponding fiscal year or as designated by the Board after establishing the budget.
FP06 - Purchasing and Spending Policy	*Delegated CEO authority must be documented *Limits CEO contracting authority to $250,000/fiscal year *Maximum emergency authority requires 2 ExCom Members *CFO must approve all ACH and wire transfers *Established solicitation options and directs staff to develop standards

FS08 - Purchasing and Spending	*Sets requirements to seek multiple bids to ensure low cost for SVCE. *Directs award to be made to vendor in the agency's best interest. *Larger projects (+$50k) must be awarded following an RFP/RFQ process. *Sole source purchasing must be justified without relying on personal preference, cost, vendor performance, local service, features that exceed minimum requirements, explanations of the need for the equipment or service unless it is a unique case. *Cooperative purchasing must satisfy SVCE bidding requirements *Disposal of property will be reported to the Board and may only be disposed of by specified methods.
FP08 - Investment Policy	*No more than 5% of SVCE's total investment portfolio will be invested in a single security type with a single financial institution. *Various limitations on the types of investments possible to manage risk.
FP10 - Delinquent Accounts & Collections Policy	*Three notices are sent to customers that meet delinquent customer criteria. *Closed accounts may be written-off with approval by the CFO.
FP11 - Capitalization Policy	*All assets with value above $5,000 must be capitalized. *There is a lifespan table guide for financial reporting and depreciation: 3 years for computer software, hardware, and office machinery; 5 years for automobiles; 7 years for office furniture and fixtures.
FS01 - Capital Projects	*Board reviews Capital Projects Report twice a year.
FS03 - Customer Generation Rates	*A rate adequacy review shall be completed every five years at a minimum through a cost-of-service study.
FS04 - Investment	*Director of Administration and Finance shall be responsible for preparing a monthly report of transactions for the Board of Directors.
FS06 - Purchasing Card Standard	*Each P-card shall not exceed $20,000 monthly, subject to the CEO's discretion. *CEO, CFO or Director of Finance and Administration must approve P-card issuance. *All P-cards and their limits must be approved on the P-Card Per Cardholder Limit form prior to being issued. *Delegated use of P-Cards must be requested in writing via the P-Card Delegation Form. *Outlines allowable and unauthorized P-Card use in the policy. *Any missing documentation requires written explanation and signed affidavit on the Missing Supporting Documentation Affidavit.
FS07 - Chart of Accounts	*Specifying accounts in advance enables funds to be accounted for properly. *Design of accounts and arrangement is based on the sequence they appear in the financial statements.
FS07A01 - Chart of Accounts	*Qualitative description is transferred to an easier quantitative format to improve visibility and act as a quick reference.

Attachment 2
Cadence for Updates and Training
for Policies and Standards

NOTE: Policies (P) and Standards (S) are denoted below in the acronyms within each area of SVCE. For example, the IT Policies are referenced as ITP and IT Standards as ITS.

Attachment 2 Table 1: Cadence for Updates and Training for Policies and Standards

General & Administration	Cadence for Updates	Cadence for Training	Staff to Train
GAP01 - Vehicle and Charger Use Policy	5 Years	2 Years	Uses/manages SVCE vehicles
GAP04 - CA Public Records Act Policy	5 Years	1 Year	All & Board
GAP07 - CEO Absence Policy	5 Years	As updated	CEO, HR Director, Clerk
GAP09 - Hybrid Meetings Policy	5 Years	As updated	CEO, Clerk & Board
GAP10 - Files and Records Management Policy	5 Years	2 Years	All Staff
GAS01 - Vehicle and Charger Use	5 Years	2 Years	Uses/manages SVCE vehicles
GAS02 - Files and Records Management	5 Years	2 Years	All Staff
GAS03 - Travel and Meeting Expense Reimbursements	5 Years	2 Years	All
Human Resources	**Cadence for Updates**	**Cadence for Training**	**Staff to Train**
HRP-01 [Personnel & Reimbursement]	5 Years	As updated	CEO, CFO, Director of HR
HR Handbook	1 Year	As updated	All Staff
HRS-01 [Technology Stipend]	5 Years	As updated	All Staff
HRS-02 [Recruitment Incentive]	5 Years	None	CEO, Director of HR
HRS-03 [Volunteer Time Off]	5 Years	As updated	All Staff
HRS-04 [Unpaid Leave]	5 Years	As updated	All Staff
HRS-05 [Paid Time Off Cash Out]	5 Years	As updated	All Staff
HRS-06 [Tuition Assistance]	5 Years	As updated	All Staff
HRS-07 [Cash in Lieu of Health Benefits]	5 Years	As updated	All Staff
HRS-08 [Fitness Reimbursement Benefit]	5 Years	As updated	All Staff
HRS-09 [Flexible Work]	5 Years	2 Years	All Staff
Information Technology	**Cadence for Updates**	**Cadence for Training**	**Staff to Train**
ITP-01 Information Technology	1 Year	2 Years	All Staff
ITS-01 [Data Management]	1 Year	1 Year	w/ access to customer data
ITS-02 [Asset Management]	1 Year	2 Year	All Staff

ITS-03 [Information Security]	1 Year	2 Years	All Staff
ITS-04 [Identity and Access Management]	1 Year	2 Year	All Staff
ITS-05 [Network Management]	1 Year	2 Years	All Staff
ITS-06 [Physical Security]	1 Year	2 Years	All Staff
ITS-07 [Vulnerability Management]	1 Year	2 Years	IT Team
ITS-08 [Business Continuity Disaster Recovery]	1 Year	1 Year	Executives and Managers
ITS-09 [Incident Response]	1 Year	2 Years	Incident Response Team
Finance	**Cadence for Updates**	**Cadence for Training**	**Staff to Train**
FP01 - Accounting Policy	5 Years	2 Years	Finance Team
FP02 - Budget Policy	5 Years	2 Years	CEO, Finance Team
FP06 - Purchasing and Spending Policy	5 Years	2 Years	Leadership Team
FP08 - Investment Policy	5 Years	2 Years	Finance Team
FP10 - Delinquent Accounts & Collections Policy	5 Years	2 Years	Finance Team, ESCR
FP11 - Capitalization Policy	5 Years	2 Years	Finance Team
FS01 - Capital Projects	5 Years	5 Years	Finance Team
FS03 - Customer Generation Rates	5 Years	Onboarding	CEO, Finance Team, ESCR
FS04 - Investment	5 Years	2 Years	Finance Team
FS06 - Purchasing Card Standard	5 Years	2 Years	All Cardholders
FS07 - Chart of Accounts	5 Years	2 Years	Finance Team
FS07A01 - Chart of Accounts	5 Years	2 Years	Finance Team
FS08 - Purchasing and Spending	5 Years	2 Years	Leadership Team

Attachment 3:
Redline and Clean Versions of Policies

SILICON VALLEY CLEAN ENERGY

FP1

Category: FINANCE

ACCOUNTING POLICY

I. PURPOSE

The purpose of this policy is to document the Agency's method of accounting, audit schedule, ~~and~~ standards of internal controls, standards for~~.~~ delinquent accounts, and standards for capitalizing assets.

II. POLICY

1. The Agency will establish accounting practices that conform to Generally Accepted Accounting Principles (GAAP) for governmental entities.

2. An independent firm of Certified Public Accountant (CPAs) shall perform an annual financial audit and an official annual financial report shall be issued no later than 6 months following fiscal year-end.

3. Audit contracts shall be competitively bid at least every five years, or sooner as desired by the Board. Staff will present the process and the results of its screening and selection process of the external auditor to the SVCE Board of Directors.

4. Quarterly, the Agency's Accounting Statements, including a Balance Sheet, a Profit and Loss Statement, and Statement of Cash Flows shall be submitted to the SVCE Board of Directors.

5. Internal control procedures shall be developed and routinely updated to ensure accurate financial reporting and an effective internal control structure over the assets of the Agency.

6. The SVCE Board of Directors shall establish an ~~three-member~~ Audit Committee to primarily oversee the audit of the Agency's financial statements by the external auditor, as described in attachment

Adopted: 3/08/2017
Revised: 3/14/2018

SILICON VALLEY CLEAN ENERGY

FP1

Category: FINANCE

FP1-A. The external auditor shall report directly to the Audit Committee. A management letter, the by-product of an annual audit, shall be presented to the SVCE Board of Directors by the independent certified public accounting firm no later than 60 days from issuance of the Agency's audited financial report. The SVCE Board of Directors shall have final approval over the audit.

7.

~~6.~~8. The SVCE Board of Directors shall establish a ~~five-member~~ Finance and Administration Committee to primarily provide financial oversight of the Agency, as described in attachment FP1-B.

~~7. A management letter, the by-product of an annual audit, shall be presented to the SVCE Board of Directors by the independent certified public accounting firm no later than 60 days from issuance of the Agency's audited financial report. The SVCE Board of Directors shall have final approval over the audit.~~

9. The CFO has the authority to establish and close bank accounts as needed to manage and account for SVCE funds.

~~8.~~10. Staff shall maintain a chart of accounts.

Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

Reference Documents

Attachments:

- FP-01A01: Establish an Audit Committee
- FP-01A02: Establish Finance and Administration Committee

SILICON VALLEY CLEAN ENERGY

FP1-A

Category: FINANCE

ESTABLISH AUDIT COMMITTEE

I. PURPOSE

The Board of Directors appoints the Aaudit Ccommittee to, among other things:

- oversee the accounting and financial reporting process and the audit of the Agency's financial statements by the independent auditor; and
- monitor compliance with ~~the~~ SVCE's Cconflict of ~~i~~Interest Code ~~policy~~
    - Each member shall be free of any relationship that, in the opinion of the Board of Directors, would interfere with his or her individual exercise of independent judgement.

II. REPORTING

The Aaudit Ccommittee reports directly to the Board of Directors.

III. COMMITTEE MEMBERSHIP

The Aaudit Ccommittee shall consist of no fewer than three members and no greater than six members. The members of the Aaudit Ccommittee shall be appointed annually by the Board of Directors. Eligible Members to serve on the Audit Committee shall be Board members, Alternate Board members, and Member Agency Staff. Committee Membership shall prohibit the appointment of Alternate Audit Committee Members. No more than one eligible Audit Committee Member shall represent their respective Member Agency. The Audit Committee shall designate the chairperson.

IV. COMMITTEE AUTHORITY and RESPONSIBILITIES

The Aaudit Ccommittee shall meet as often as it determines necessary or appropriate to fulfill its responsibilities, but no fewer than twice annually – once to review the audit plan and once to review the audited financials, and related documents, and to review the audit engagement, special investigations, financial irregularities and internal control failures. The Aaudit Ccommittee will be a Brown-Acted meeting. The following are the specific functions of the Aaudit Ccommittee:

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FP1-A

Category: FINANCE

- The Aaudit Ccommittee shall annually retain or renew the appointment of an independent auditor to conduct the audit, and upon completion, must review the results of the audit and any related management letter.
- Review with the independent auditor the scope and planning of the audit prior to its commencement.
- Upon completion of the audit, review and discuss the following with the independent auditor:
  - Any material risks and weaknesses in internal controls identified by the independent auditor
  - Any restrictions placed on the independent auditor's scope of the activities or access to requested information
  - The adequacy of the Agency's interim and annual accounting and financial reporting process
  - Any recommendations made by the independent auditor
- Assess the performance and independence of the independent auditor on an annual basis.
- Report to the Board of Directors of the committee's activities, and recommend the results of audit findings for approval.

Additional Responsibilities

- Review audit plans for the upcoming year and discuss with the external audit firm and management.
- Review presentation of financial information in the annual report for consistency with the audited financial statements before the annual report is printed.
- Review with management the internal control process, and risk management and mitigation process.
- Periodically review financial-related policies.

Limitation of Audit Committee's Role

The Aaudit Ccommittee is not responsible for planning or conducting audits. The independent auditor is responsible for planning and conducting audits. Neither is the Aaudit Ccommittee responsible for (1) preparing and fairly presenting SVCE's financial statements in accordance with generally accepted accounting principles, (2) maintaining effective internal control over financial reporting, nor (3) ensuring SVCE is in compliance with applicable laws, regulations, and other requirements. These responsibilities are management's, and the

SILICON VALLEY CLEAN ENERGY

FP1-A

Category: FINANCE

independent auditor and the Aaudit Ceommittee have independent and complementary oversight responsibilities for determining that the related objectives of management's responsibilities, as described, are achieved.

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FP1-B

Category: FINANCE

ESTABLISH FINANCE AND ADMINISTRATION COMMITTEE

I. PURPOSE

The Board of Directors appoints the Finance and Administration Committee to primarily provide financial oversight for SVCE and recommend to the Board the approval of budgets, financial plans, reserve policies and certain financial, accounting, administrative and information technology related policies and plans. Specific t~~T~~ask areas will include budgeting and financial planning, financial reporting and the creation and monitoring of internal controls and accounting ~~ability~~ policies and investments.

II. REPORTING

The Finance and Administration Committee reports directly to the Board of Directors.

III. COMMITTEE MEMBERSHIP

The Finance and Administration Committee shall consist of no fewer than three members and no greater than six members. The members of the Finance and Administration Committee shall be appointed annually by the Board of Directors. Eligible Members to serve on the Finance and Administration Committee shall be Board members, Alternate Board members, and Member Agency Staff. Committee Membership shall prohibit the appointment of Alternate Finance and Administration Committee Members. No more than one eligible Committee Member shall represent their respective Member Agency. The Finance and Administration Committee shall designate ~~the~~a chairperson.

IV. COMMITTEE AUTHORITY and RESPONSIBILITIES

The Finance and Administration Committee shall meet as often as it determines necessary or appropriate to fulfill its responsibilities, but no fewer than ~~quarterly~~three times per year. The Finance and Administration Committee will be a Brown-Acted meeting.

Budgeting and Financial Reporting

1. Develop an annual operating budget with staff.

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FP1-B

Category: FINANCE

2. Set long-range financial goals along with funding strategies to achieve them.
3. Monitor adherence to the budget.
4. Develop multi-year operating budgets that integrate strategic plan objectives and initiatives.
5. Present all financial goals and proposals to the Board of Directors for approval.
6. Develop useful and readable report formats with staff.
7. Present the financial reports to the Board of Directors.

Internal Controls and Accountability Policies

1. ~~Create, approve, and/or~~ Uupdate (as necessary) policies that help ensure the assets of the agency are protected.
2. Ensure policies ~~and procedures~~ for financial transactions are documented and reviewed annually, and updated as necessary.
3. Ensure approved financial policies and procedures are being followed.
4. Developing other policies that further serve to protect the Agency including:
    a. Personnel policies
    b. Long-term contracts or leases.
    c. Loans or lines of credit.
    d. IT security.
    e. Capital purchases.
    f. Insurance requirements and reviews.
    g. Records retention.

Investments

1. ~~Draft an investment policy~~Refer to FP-08 Investments Policy detailing the objectives of the investment portfolio and guidelines on the asset allocation of the portfolio based on predetermined level of risk tolerance.
2. Ensure provisions of the policy are followed.
3. Review the policy at least annually and update if necessary.
4. Monitor investment returns.

SILICON VALLEY CLEAN ENERGY

Finance Policy 1: Accounting

I. Purpose

The purpose of this policy is to document the Agency's method of accounting, audit schedule, standards of internal controls, standards for delinquent accounts, and standards for capitalizing assets.

II. Scope

All SVCE accounting practices.

III. Policy

- The Agency will establish accounting practices that conform to Generally Accepted Accounting Principles (GAAP) for governmental entities.
- An independent firm of Certified Public Accountant (CPAs) shall perform an annual financial audit and an official annual financial report shall be issued no later than 6 months following fiscal year-end.
- Audit contracts shall be competitively bid at least every five years, or sooner as desired by the Board. Staff will present the process and the results of its screening and selection process of the external auditor to the SVCE Board of Directors.
- Quarterly, the Agency's Accounting Statements, including a Balance Sheet, a Profit and Loss Statement, and Statement of Cash Flows shall be submitted to the SVCE Board of Directors.
- Internal control procedures shall be developed and routinely updated to ensure accurate financial reporting and an effective internal control structure over the assets of the Agency.
- The SVCE Board of Directors shall establish an Audit Committee to primarily oversee the audit of the Agency's financial statements by the external auditor and monitor compliance of Resolution No. 2017-03, a resolution of the Board of Directors of the Silicon Valley Clean Energy Amending the Authority's Conflict of Interest Code, as described in attachment FP1-A. The external auditor shall report directly to the Audit Committee. A management letter, the by-

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product of an annual audit, shall be presented to the SVCE Board of Directors by the independent certified public accounting firm no later than 60 days from issuance of the Agency's audited financial report. The SVCE Board of Directors shall have final approval over the audit.
- The SVCE Board of Directors shall establish a Finance and Administration Committee to primarily provide financial oversight of the Agency, as described in attachment FP1-B.
- The CFO has the authority to establish and close bank accounts as needed to manage and account for SVCE funds.
- Staff shall maintain a chart of accounts.

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

V. Reference Documents

A. Attachments:

- FP-01A01: Establish an Audit Committee
- FP-01A02: Establish Finance and Administration Committee

SILICON VALLEY CLEAN ENERGY

Finance Policy 1 Attachment 1: Establish Audit Committee

I. Purpose

The Board of Directors appoints the Audit Committee to, among other things:

- oversee the accounting and financial reporting process and the audit of the Agency's financial statements by the independent auditor; and
- monitor compliance with SVCE's Conflict of Interest Code
  - Each member shall be free of any relationship that, in the opinion of the Board of Directors, would interfere with his or her individual exercise of independent judgement.

II. Reporting

The Audit Committee reports directly to the Board of Directors.

III. Committee Membership

The Audit Committee shall consist of no fewer than three members and no greater than six members. The members of the Audit Committee shall be appointed annually by the Board of Directors. Eligible Members to serve on the Audit Committee shall be Board members, Alternate Board members, and Member Agency Staff. Committee Membership shall prohibit the appointment of Alternate Audit Committee Members. No more than one eligible Audit Committee Member shall represent their respective Member Agency. The Audit Committee shall designate the chairperson.

IV. Committee Authority and Responsibilities

The Audit Committee shall meet as often as it determines necessary or appropriate to fulfill its responsibilities, but no fewer than twice annually – once to review the audit plan and once to review the audited financials, and related documents, and to review the audit engagement, special investigations, financial irregularities and internal control failures. The

SILICON VALLEY CLEAN ENERGY

Audit Committee will be a Brown-Acted meeting. The following are the specific functions of the Audit Committee:

- The Audit Committee shall annually retain or renew the appointment of an independent auditor to conduct the audit, and upon completion, must review the results of the audit and any related management letter.
- Review with the independent auditor the scope and planning of the audit prior to its commencement.
- Upon completion of the audit, review and discuss the following with the independent auditor:
  - Any material risks and weaknesses in internal controls identified by the independent auditor
  - Any restrictions placed on the independent auditor's scope of the activities or access to requested information
  - The adequacy of the Agency's interim and annual
  - accounting and financial reporting process
  - Any recommendations made by the independent auditor
- Assess the performance and independence of the independent auditor on an annual basis.
- Report to the Board of Directors of the committee's activities,
- and recommend the results of audit findings for approval.

A. Additional Responsibilities

- Review audit plans for the upcoming year and discuss with the external audit firm and management.
- Review presentation of financial information in the annual report for consistency with the audited financial statements before the annual report is printed.
- Review with management the internal control process, and risk management and mitigation process.
- Periodically review financial-related policies.

B. Limitation of Audit Committee's Role

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- The Audit Committee is not responsible for planning or conducting audits. The independent auditor is responsible for planning and conducting audits. Neither is the Audit Committee responsible for (1) preparing and fairly presenting SVCE's financial statements in accordance with generally accepted accounting principles, (2) maintaining effective internal control over financial reporting, nor (3) ensuring SVCE is in compliance with applicable laws, regulations, and other requirements. These responsibilities are management's, and the independent auditor and the Audit Committee have independent and complementary oversight responsibilities for determining that the related objectives of management's responsibilities, as described, are achieved.

SILICON VALLEY CLEAN ENERGY

Finance Policy 1 Attachment 2: Establish Finance and Administration Committee

I. Purpose

The Board of Directors appoints the Finance and Administration Committee to primarily provide financial oversight for SVCE and recommend to the Board the approval of budgets, financial plans, reserve policies and certain financial, accounting, administrative and information technology related policies and plans. Specific task areas will include budgeting and financial planning, financial reporting and the creation and monitoring of internal controls and accounting policies and investments.

II. Reporting

The Finance and Administration Committee reports directly to the Board of Directors.

III. Committee Membership

The Finance and Administration Committee shall consist of no fewer than three members and no greater than six members. The members of the Finance and Administration Committee shall be appointed annually by the Board of Directors. Eligible Members to serve on the Finance and Administration Committee shall be Board members, Alternate Board members, and Member Agency Staff. Committee Membership shall prohibit the appointment of Alternate Finance and Administration Committee Members. No more than one eligible Committee Member shall represent their respective Member Agency. The Finance and Administration Committee shall designate a chairperson.

SILICON VALLEY CLEAN ENERGY

IV. Committee Authority and Responsibilities

The Finance and Administration Committee shall meet as often as it determines necessary or appropriate to fulfill its responsibilities, but no fewer than three times per year. The Finance and Administration Committee will be a Brown-Acted meeting.

A. Budgeting and Financial Reporting

- Develop an annual operating budget with staff.
- Set long-range financial goals along with funding strategies to achieve them.
- Monitor adherence to the budget.
- Develop multi-year operating budgets that integrate strategic plan objectives and initiatives.
- Present all financial goals and proposals to the Board of Directors for approval.
- Develop useful and readable report formats with staff.
- Present the financial reports to the Board of Directors.

B. Internal Controls and Accountability Policies

- Update (as necessary) policies that help ensure the assets of the agency are protected.
- Ensure policies for financial transactions are documented and reviewed annually, and updated as necessary.
- Ensure approved financial policies and procedures are being followed.
- Developing other policies that further serve to protect the Agency including:
    - Personnel policies
    - Long-term contracts or leases.
    - Loans or lines of credit.
    - IT security.
    - Capital purchases.
    - Insurance requirements and reviews.
    - Records retention.

C. Investments

- Refer to FP-08 Investments Policy detailing the objectives of the investment portfolio and guidelines on the asset allocation of the portfolio based on predetermined level of risk tolerance.
- Ensure provisions of the policy are followed.
- Review the policy at least annually and update if necessary.
- Monitor investment returns.

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Category: FINANCE

BUDGET ADOPTION, CONTROL AND REPORTING POLICY

I. PURPOSE

This Budget Adoption, Control and Reporting Policy ("Budget Policy") ~~budget policy~~ provides clarity about budget authority for the Chief Executive Officer (CEO) of Silicon Valley Clean Energy (SVCE) and lays out budget adoption and periodic budget reporting requirements. The policy also allows for sufficient flexibility to address changes in the market price of energy consistent with SVCE's Financial Reserves Policy.

II. POLICY

Budget Adoption

The CEO, in concurrence with the Finance and Administration Committee, shall prepare a ~~propose~~a ~~d~~ budget and budget overview ~~and submit it to~~for the Board for the following fiscal year two months prior to the end of the fiscal year. The proposed budget ~~Authority's Budget~~ shall be balanced and in alignment with the proposed Strategic Plan. The b~~Authority's B~~udget shall reflect~~s~~ all activities, including operating, ~~and~~ capital programs expenditures, revenues and risk. The CEO will maintain standards related to showings for capital expenditures for budgeting purposes. A balanced budget is one in which expenditures are matched by revenues and recommended changes to r~~R~~eserves.

The ~~Chief Executive Officer~~CEO shall submit a recommended budget document for adoption to the Board of Directors for approval by Resolution in the month following the proposed budget submittal. When approved by the Board, the budget shall be considered adopted and appropriated at the level it is controlled by the CEO, discussed below.

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In the event that the Board ~~of Directors~~ does not adopt the ~~Authority's B~~proposed budget by the end of the fiscal year, the Board of Directors may adopt a continuing appropriations resolution until such time as ~~the~~a ~~Authority's B~~budget is adopted. A continuing appropriations resolution would provide that payments for services performed on behalf of the ~~Authority~~Agency and authorization of awarded contracts would continue until such time as the ~~Authority's B~~budget is adopted.

Staff will prepare a five-year financial forecast as part of the budget process projecting revenues and expenditures for all operating funds and planned capital projects in alignment with the Strategic Plan.

The budget document will also contain the following, at ~~a~~ minimum, a schedule showing revenues, expenses, and changes to financial reserves. The first year of the five-year horizon is the budget to be considered and formally adopted by the Board by Resolution. The final four years are shown for planning purposes and may be shown at more summary levels.

The first-year proposed budget shall further show:

- Expenditures by expense type/category across the organization;
- Projected revenues;
- Organization chart(s) showing all proposed budgeted positions in the organization;
- A current salary schedule for job classifications to be in effect for the proposed fiscal year (Salaries may be adjusted by the CEO in the fiscal year, with salary changes being reported to the Board).

Budget Control

After adoption, the budget shall be controlled by the CEO at the total annual expenditure level for the SVCE organization, which includes power purchases, employee costs, contract and professional services, capital improvements, debt service, and all other costs. Customer Generation Rates will be set per the Board approved budget for the ~~correwsponding~~corresponding fiscal year or as designated by the Board after establishing the budget. The total budget may be amended by the Board during the year by Resolution.

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The CEO may institute separate budget procedures internally that give ~~him/her/~~ the CEO further controls at the department and/or expenditure category level if ~~he/she/~~the CEO ~~y~~ so desire~~ss~~.

Budget Reporting

A budget-to-actual status update report shall be presented to the Board on a quarterly basis.

Authority to Flexibly Staff and Over hire Budgeted Positions

Under the Human Resources Policy 01: Personnel and Reimbursement~~personnel delegation resolution~~, the CEO is ~~designated as the Personnel Officer and is authorized and directed to administer the personnel system, with duties that include the following with budgetary impacts:~~

- ~~Define and prepare position classifications including the establishment of minimum standards of employment and qualifications for the various positions;~~
- ~~Prepare a schedule of compensation including salary and other benefits covering all employees;~~
- ~~Prepare and present to the Authority Board a budget for implementation of the personnel system including employee salary and benefit costs as part of the annual budget process.~~

~~Notwithstanding the duties defined in the resolution above, the CEO is also granted authority to take the following actions which may affect the annual budget:~~

- ~~Outsource functions that are currently staffed by positions when contracting is more advantageous to the operations of the organization or is more cost effective;~~
- ~~Bring in-house any functions that are currently outsourced if the result would be advantageous to the operations of the organization or more cost effective;~~
- ~~Adjust salary schedules for market flexibility during the year to attract and retain talent;~~
- ~~Over-hire the number of positions shown in the annual budget as follows:~~

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- ~~On a temporary basis to minimize the impact that pending vacancies may have on the organization by allowing for cross training and overlap;~~

~~On a permanent basis to improve operations and organization effectiveness, provided that the CEO may not over hire on a permanent basis~~authorized to hire in excess of 10% of the ~~authorized~~ number of positions shown in the annual budget without prior approval of the Board.

In no case shall positions be added or salaries be adjusted during the year that cause the total annual budget to be exceeded in total by fiscal year-end without prior Board approval by Resolution.

Power/Energy Purchases Contingency

The nature of the energy markets is one of rapid changes in prices and market volatility. The ability to quickly adapt to those changes is important for maintaining consistent power delivery to customers. Therefore, the CEO is granted authority to overspend the total annual budget for energy purchases by the lesser of 10% of the annual power supply budget, or $30 million, without Board approval provided the over expenditure is due to higher energy costs or greater customer demand. Overspending for these purposes may require use of reserves and the conditions on use of reserves as stated in the Financial Reserves Policy apply, where reserves cannot be drawn down more than 10% of the year's budgeted cost of power supply or $30 million, whichever is less, nor below the baseline Minimum Operating Reserve level without Board approval.

I. Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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Finance Policy 2: Budget Adoption, Control and Reporting

I. Purpose

This Budget Adoption, Control and Reporting Policy ("Budget Policy") provides clarity about budget authority for the Chief Executive Officer (CEO) of Silicon Valley Clean Energy (SVCE) and lays out budget adoption and periodic budget reporting requirements. The policy also allows for sufficient flexibility to address changes in the market price of energy consistent with SVCE's Financial Reserves Policy.

II. Scope

All budget requirements.

III. Policy

A. Budget Adoption

- The CEO, in concurrence with the Finance and Administration Committee, shall prepare aa budget and budget overview for the Board for the following fiscal year two months prior to the end of the fiscal year. The proposed budget shall be balanced and in alignment with the proposed Strategic Plan. The budget shall reflect all activities, including operating, capital programs expenditures, revenues and risk. The CEO will maintain standards related to showings for capital expenditures for budgeting purposes. A balanced budget is one in which expenditures are matched by revenues and recommended changes to reserves.
- The CEO shall submit a recommended budget document for adoption to the Board of Directors for approval by Resolution in the month following the proposed budget submittal. When approved by the Board, the budget shall be considered adopted and appropriated at the level it is controlled by the CEO, discussed below.
- In the event that the Board does not adopt the proposed budget by the end of the fiscal year, the Board of Directors may adopt a continuing appropriations resolution until such time as a budget is

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adopted. A continuing appropriations resolution would provide that payments for services performed on behalf of the Agency and authorization of awarded contracts would continue until such time as the budget is adopted.

- Staff will prepare a five-year financial forecast as part of the budget process projecting revenues and expenditures for all operating funds and planned capital projects in alignment with the Strategic Plan.
- The budget document will also contain the following, at minimum, a schedule showing revenues, expenses, and changes to financial reserves. The first year of the five-year horizon is the budget to be considered and formally adopted by the Board by Resolution. The final four years are shown for planning purposes and may be shown at more summary levels.
- The first-year proposed budget shall further show:
    - Expenditures by expense type/category across the organization;
    - Projected revenues;
    - Organization chart(s) showing all proposed budgeted positions in the organization;
    - A current salary schedule for job classifications to be in effect for the proposed fiscal year (Salaries may be adjusted by the CEO in the fiscal year, with salary changes being reported to the Board).

B. Budget Control

- After adoption, the budget shall be controlled by the CEO at the total annual expenditure level for the SVCE organization, which includes power purchases, employee costs, contract and professional services, capital improvements, debt service, and all other costs. Customer Generation Rates will be set per the Board approved budget for the corresponding fiscal year or as designated by the Board after establishing the budget. The total budget may be amended by the Board during the year by Resolution.

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- The CEO may institute separate budget procedures internally that give the CEO further controls at the department and/or expenditure category level if the CEO so desires.

C. Budget Reporting

- A budget-to-actual status update report shall be presented to the Board on a quarterly basis.

D. Authority to Flexibly Staff and Over hire Budgeted Positions

- Under the Human Resources Policy 01: Personnel and Reimbursement, the CEO is authorized to hire in excess of 10% of the number of positions shown in the annual budget without prior approval of the Board.
- In no case shall positions be added or salaries be adjusted during the year that cause the total annual budget to be exceeded in total by fiscal year-end without prior Board approval by Resolution.

E. Power/Energy Purchases Contingency

- The nature of the energy markets is one of rapid changes in prices and market volatility. The ability to quickly adapt to those changes is important for maintaining consistent power delivery to customers. Therefore, the CEO is granted authority to overspend the total annual budget for energy purchases by the lesser of 10% of the annual power supply budget, or $30 million, without Board approval provided the over expenditure is due to higher energy costs or greater customer demand. Overspending for these purposes may require use of reserves and the conditions on use of reserves as stated in the Financial Reserves Policy apply, where reserves cannot be drawn down more than 10% of the year's budgeted cost of power supply or $30 million, whichever is less, nor below the baseline Minimum Operating Reserve level without Board approval.

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IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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Category: FINANCE

PURCHASING AND SPENDING POLICY

~~Scope: The Purchasing and Spending Policy applies to all contracts, vendors and spending "Contracts" excluding energy commodity and related products such as clean energy attributes, energy for hedging, capacity and other Board-approved products as provided for in the Energy Risk Management Policy.~~

1. Delegation to the Chief Executive Officer

The CEO shall have all necessary and proper authority and the ability to further delegate their authority to approve and execute:

~~a.~~ contracts for Energy Procurement for terms of less than or equal to 12 months, to meet SVCE's expected energy, capacity, and hedging needs, which the CEO shall timely report to the Board;

~~b.~~a.

~~c.~~b. contracts with a not-to-exceed maximum dollar amount of less than or equal to $~~100~~250,000 per vendor for a given scope of work, per fiscal year;

~~d.~~c. amendments or addenda to existing contracts, regardless of the existing contract's price or total amount, which improves the terms of the contract to SVCE's benefit without increasing the contract's non-to-exceed maximum dollar amount; and

~~e.~~d. in the event of an emergency situation contracts with a not-to- exceed maximum dollar amount of;

i. 150% of the maximum dollar amount in Section 1.b if this policy~~$150,000 in the aggregate~~ per fiscal year; or

ii. 500% of the maximum dollar amount in Section 1.b of this policy~~$500,000 in the aggregate~~ per fiscal year with the prior written consent of two (2) Executive Committee members

In order to avert or alleviate damage to property, to protect the

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health, safety and welfare of the community and SVCE's employees, or to repair or restore damaged or destroyed property of SVCE.

An "emergency situation" for purposes hereof is a situation creating an imminent danger to life or property or other material financial loss that calls for immediate action with inadequate time for prior Board approval. The Chief Executive Officer shall within thirty (30) days of the emergency, deliver a report to the Board of Directors explaining the necessity for the action, a listing of expenditures made under these emergency powers and any recommended future actions.

e. The CEO shall develop and maintain Purchasing and Spending Standards related to the vendor and/or goods solicitations, sole source justifications, the use and issuance of Purchasing Cards (P-Cards), disposal of property and general spending under the delegated authority including for employee travel and training, meetings, meals, operations, equipment and workforce development~~,~~ ~~. issuance and use by staff.~~

f. The CEO may delegate their authority under this policy and shall document any such delegations in Purchasing Standards.

g. The Board shall adopt Energy Risk Management Policies which include additional ~~a~~ delegation of authority to the CEO for contracts for energy and related procurement of less than five years in term. ~~All energy related procurement in excess of five years or more, requires Board approval.~~

h. The CEO may authorize staff to make payments utilizing any payment method they deem appropriate. However,~~-~~ all automated clearinghouse (ACH) payments and wire transfers must be approved by the Chief Financial Officer.

2. Changes to this policy will be reviewed by the Finance and Administration Committee before being presented to the Board.

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I. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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Finance Policy 6: Purchasing and Spending

I. Purpose

The purpose of this policy is to describe delegation and parameters for spend.

II. Scope

All SVCE purchases.

III. Policy

A. Delegation to the Chief Executive Officer

- The CEO shall have all necessary and proper authority and the ability to further delegate their authority to approve and execute:
    - contracts for Energy Procurement for terms of less than or equal to 12 months, to meet SVCE's expected energy, capacity, and hedging needs, which the CEO shall timely report to the Board;
    - contracts with a not-to-exceed maximum dollar amount of less than or equal to $250,000 per vendor for a given scope of work, per fiscal year;
    - amendments or addenda to existing contracts, regardless of the existing contract's price or total amount, which improves the terms of the contract to SVCE's benefit without increasing the contract's non-to-exceed maximum dollar amount; and
    - in the event of an emergency situation contracts with a not-to-exceed maximum dollar amount of;
        - 150% of the maximum dollar amount in Section 1.b if this policy per fiscal year; or
        - 500% of the maximum dollar amount in Section 1.b of this policy per fiscal year with the prior written consent of two (2) Executive Committee members

- In order to avert or alleviate damage to property, to protect the health, safety and welfare of the community and SVCE's employees, or to repair or restore damaged or destroyed property of SVCE.
- An "emergency situation" for purposes hereof is a situation creating an imminent danger to life or property or other material financial loss that calls for immediate action with inadequate time for prior Board approval. The Chief Executive Officer shall within thirty (30) days of the emergency, deliver a report to the Board of Directors explaining the necessity for the action, a listing of expenditures made under these emergency powers and any recommended future actions.
    - The CEO shall develop and maintain Purchasing and Spending Standards related to the vendor and/or goods solicitations, sole source justifications, the use and issuance of Purchasing Cards (P-Cards), disposal of property, and general spending under the delegated authority including for employee travel and training, meetings, meals, operations, equipment and workforce development.
- The CEO may delegate their authority under this policy and shall document any such delegations in Purchasing Standards.
- The Board shall adopt Energy Risk Management Policies which include a delegation of authority to the CEO for contracts for energy and related procurement of less than five years in term. All energy related procurement in excess of five years or more, requires Board approval.
- The CEO may authorize staff to make payments utilizing any payment method they deem appropriate. However, all automated clearinghouse (ACH) payments and wire transfers must be approved by the Chief Financial Officer.

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.
- Changes to this policy will be reviewed by the Finance and Administration Committee before being presented to the Board.

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Category: FINANCE

Finance Policy 08: Investments~~INVESTMENTS POLICY~~

1. Policy

   Silicon Valley Clean Energy ("SVCE") shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

2. Scope

   This investment policy applies to all investment activities and financial assets of SVCE.

3. Objective

   The primary objectives, in priority order, of the investment activities of SVCE shall be:

   a. With respect to all investments:

      i. To be in compliance with all Federal, State and local laws as well as all SVCE policies and procedures.

      ii. All investments of SVCE shall be undertaken in a manner which seeks the preservation of principal.

      iii. To remain sufficiently liquid to enable SVCE to meet all operating requirements which might be reasonably anticipated.

      iv. To maximize return consistent with risk limitations identified herein and prudent investment principles.

   b. With respect to short-term c~~C~~ash m~~M~~anagement objectives:

      i. To accelerate receipt of all funds due to SVCE.

      ii. To accurately monitor and forecast expenditures and revenues, thus enabling SVCE to invest funds to the fullest extent possible.

      iii. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout

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budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

4. Standard of Care

   SVCE will manage funds in accordance with the Prudent Investor Standard pursuant to California Government Code 53600.3.1. The "prudent investor" standard shall be applied in the context of managing the overall portfolio. Persons authorized to make investment decisions on behalf of SVCE are trustees and therefore fiduciaries subject to the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency".

5. Delegation of Authority

   The following individuals are authorized to sign investment documents and/or execute cash transfers and make investments of SVCE's funds:

   a. Chief Executive Officer, or his/her~~their~~ designee
   ~~a.~~b. Chief Financial Officer, or his/her~~their~~ designee
   ~~b. Director of Administration and Finance~~

   SVCE may also delegate investment decision making and execution authority to an investment advisor. The advisor shall follow this Investment Policy and such other written instructions as are provided. Investment advisor~~'s~~ must be approved by the SVCE Board prior to engaging with SVCE.

6. Ethics and Conflicts of Interest

   The authorized employees who are responsible for the investment of SVCE funds shall refrain from personal business activity that could conflict with the proper execution of SVCE's investment program, or

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which could impair the ability to make impartial investment decisions.

Pursuant to SVCE's Conflict of Interest Code, employees shall disclose any financial interests and investment holdings that could affect the performance of SVCE's portfolio or the individual's judgement or decisions regarding SVCE's portfolio.

~~7. Authorized Financial Dealers and Institutions~~

~~The Director of Administration and Finance will maintain a list of approved financial institutions authorized to provide investment services to SVCE. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to ensure that all approved broker/dealer firms, and individuals covering SVCE, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with SVCE. The firms, and individuals covering SVCE, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with SVCE must supply the Director of Administration and Finance with the following: audited financial statements, proof of NASD certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the SVCE's investment policy and depository contracts.~~

~~An annual review of the financial condition and registrations of qualified bidders will be conducted by the Director of Administration and Finance. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which SVCE invests.~~

~~If SVCE utilizes an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of SVCE.~~

~~8.~~7. Socially Responsible Investments

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SVCE's investment portfolio shall not include investments in companies in the industries or subindustries of f~~F~~ossil f~~F~~uel e~~E~~xtraction, r~~R~~efining, and/or d~~D~~istribution. SVCE's investment advisor shall provide SVCE information on their screening process.

~~9. Authorized and Suitable Investments~~

~~SVCE is authorized by California Government Code Section 53600 et seq. to invest in the types of securities listed below. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment.~~

~~Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the Director of Administration and Finance will perform a timely review and decide whether to sell or hold the investment.~~

~~U.S. Treasury Obligations; United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.~~

~~U.S. Agency Obligations; Federal agency or United States government sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government sponsored enterprises.~~

~~Municipal Obligations; Registered state warrants or treasury notes or bonds of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of California.~~

~~Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.~~

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~~Bonds, notes, warrants or other evidence of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue- producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.~~

~~Bonds issued by SVCE, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SVCE or by a department, board, agency, or authority of SVCE.~~

~~SVCE is prohibited from investing in any debt issued by member agencies of SVCE who are parties to the SVCE Joint Powers Agreement.~~

~~Deposits at Bank(s); FDIC insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits ("TCDs") and other types of bank deposits in financial institutions located in California. The amount on deposit in any financial institution shall not exceed the shareholder's equity. To be eligible to receive SVCE's deposits, the financial institution must have received a minimum overall satisfactory rating, under the Community Redevelopment Act, for meeting the credit needs of California Communities in its most recent evaluation. Bank deposits are required to be collateralized as specified under Government Code Section 53630 et seq. The Director of Administration and Finance, at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. SVCE shall have a signed agreement with any depository accepting SVCE's funds per Government Code Section 53649. The maturity of TCDs may not exceed 5 years in maturity. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 50 percent of the portfolio may be invested in TCDs.~~

~~Banks eligible to receive deposits will be federally or state chartered and will conform to Government Code 53635.2.~~

~~Placement Service Deposits. Bank deposits placed with a private sector entity that assists in the placement of deposits with eligible financial institutions located in the United States. The full amount of the principal and the interest that may be accrued during the maximum~~

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~~term of each deposit shall at all times be insured by federal deposit insurance. Placement Deposits shall meet all of the requirements of Government Code Section 53601.8. Purchases of Placement Service CDs may not exceed 50% of SVCE's investment portfolio.~~

~~Local Agency Investment Fund (LAIF); Funds may be invested in the Local Agency Investment Fund. The LAIF was established by the California State Treasurer for the benefit of local agencies.~~

~~Commercial Paper; Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):~~

- ~~(1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation. (B) Has total assets in excess of five hundred million dollars ($500,000,000). (C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.~~
- ~~(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond. (C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.~~

~~Eligible commercial paper shall have a maximum maturity of 270 days or less. Purchases of eligible commercial paper shall not exceed 40% of SVCE's funds.~~

~~Medium Term Notes; Defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for~~

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~~investment under this subdivision shall be rated in a rating category of "A" or better by a nationally recognized statistical rating organization (NRSRO). Purchases of medium-term notes shall not exceed 30% of SVCE's funds.~~

~~Negotiable Certificates of Deposits; Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the California State Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposits shall not exceed 30% of the SVCE's funds.~~

~~Mortgage Pass-Through and Asset-Backed Securities; A mortgage pass-through security, collateralized mortgage obligation, mortgaged backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond. For Securities securities eligible for investment under this subdivision not issued or guaranteed by the United States, a federal agency, or a United States government-sponsored enterprise, the following limitations apply:~~

~~The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.~~

~~(1) Purchase of securities authorized by this subdivision shall not exceed 20% of SVCE's funds.~~

~~Supranational Obligations; United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or better by an NRSRO and shall not exceed 30% of SVCE's funds.~~

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~~Joint Power Authority Pool; Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive, of Government Code 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:~~

~~1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.~~

~~2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of Government Code 53601.~~

~~3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).~~

~~Money Market Funds; Shares of beneficial interest issued by diversified management companies that are Money Market Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. These funds must either have attained the highest rating/ranking by at least two NRSROs or have retained an investment advisor registered with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).~~

~~Investments in this category will not exceed 20% of SVCE's funds and no more than 10% may be invested in any one money market fund.~~

~~10. Hedging Program~~

~~Staff may examine and recommend to the Board an investment strategy that is consistent with this policy and which will hedge against revenue loss due to high PCIA or increased prices of natural gas commodity.~~

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~~11. Reporting Requirements~~

~~The Director of Administration and Finance shall be responsible for preparing a monthly report of transactions for the Board of Directors, as required by California Government Code 53607.~~

~~The Director of Administration and Finance may also prepare an investment report four times a year and the report shall include:~~

~~a. Type of Investment~~
~~b. Institution of Purchase~~
~~c. Date of purchase and maturity~~
~~d. Par and dollar amounts invested~~
~~e. Current market value~~
~~f. Interest rate~~
~~g. Target benchmark~~
~~h. State compliance of the portfolio in accordance with the Policy~~

~~12. Investment Pools/Mutual Funds~~

~~A thorough investigation of the pool/fund is required prior to investing, and on a regular basis. Best efforts will be made to acquire the following information:~~

~~1. A description of eligible investment securities, and a written statement of investment policy and objectives.~~
~~2. A description of interest calculations and how it is distributed, and how gains and losses are treated.~~
~~3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.~~
~~4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.~~
~~5. A schedule for receiving statements and portfolio listings.~~
~~6. Are reserves, retained earnings, etc. utilized by the pool/fund?~~
~~7. A fee schedule, and when and how is it assessed.~~
~~8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?~~

~~13. Collateralization~~

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Category: FINANCE

~~Collateralization will be required on certificates of deposit. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for Certificate of Deposits.~~

~~Collateral will always be held by an independent third party with whom SVCE has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.~~

~~14. Safekeeping and Custody~~

~~All security transactions, entered into by SVCE shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian and evidenced by safekeeping receipts.~~

~~15.~~8. Diversification

SVCE will diversify its investments by security type and institution. With the exception of U.S. Treasury securities, federal agencies, and authorized pools, no more than 5% of SVCE's total investment portfolio will be invested in a single security type or with a single financial institution

~~16. Maximum Maturities~~

~~To the extent possible, SVCE will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, SVCE will not directly invest in securities maturing more than 5 years from the date of purchase unless the Board of Directors has provided approval at least three months prior to the investment. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. Reserve funds may be invested in securities exceeding 5 years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.~~

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Category: FINANCE

~~17. Internal Controls~~

~~The Director of Administration and Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of SVCE are protected from loss, theft, fraud or misuse.~~

~~Accordingly, the Director of Administration and Finance shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.~~

~~18. Performance Standards~~

~~The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.~~

~~SVCE shall establish an appropriate performance benchmark and compare the total return of its portfolio to the total return of the benchmark.~~

~~19.~~9. Additional Investment Standards~~Annual Review~~

Staff will develop additional standards to implement aspects of this policy. These standards shall address, but are not limited to, the following subjects:

1. Authorized Financial Dealers and Institutions
2. Authorized and Suitable Investments
3. A Hedging Program
4. Reporting Requirements
5. Investment Pools/Mutual Funds
6. Collateralization
7. Safekeeping and Custody

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8. Maximum Maturities

9. Performance StandardsThe Investment Policy will be reviewed annually. Any changes to the Investment Policy will be submitted to the Board of Directors for approval.

I. Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

SILICON VALLEY CLEAN ENERGY

Finance Policy 8: Investments

I. Purpose

Silicon Valley Clean Energy ("SVCE") shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

II. Scope

This investment policy applies to all investment activities and financial assets of SVCE.

III. Policy

A. Objective

- The primary objectives, in priority order, of the investment activities of SVCE shall be:
  - With respect to all investments:
    - To be in compliance with all Federal, State and local laws as well as all SVCE policies and procedures.
    - All investments of SVCE shall be undertaken in a manner which seeks the preservation of principal.
    - To remain sufficiently liquid to enable SVCE to meet all operating requirements which might be reasonably anticipated.
    - To maximize return consistent with risk limitations identified herein and prudent investment principles.
  - With respect to short-term cash management objectives:
    - To accelerate receipt of all funds due to SVCE.
    - To accurately monitor and forecast expenditures and revenues, thus enabling SVCE to invest funds to the fullest extent possible.
    - The investment portfolio shall be designed with the

SILICON VALLEY CLEAN ENERGY

objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

B. Standard of Care

- SVCE will manage funds in accordance with the Prudent Investor Standard pursuant to California Government Code 53600.3.1. The "prudent investor" standard shall be applied in the context of managing the overall portfolio. Persons authorized to make investment decisions on behalf of SVCE are trustees and therefore fiduciaries subject to the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency".

C. Delegation of Authority

- The following individuals are authorized to sign investment documents and/or execute cash transfers and make investments of SVCE's funds:
  - Chief Executive Officer, or their designee
  - Chief Financial Officer, or their designee
- SVCE may also delegate investment decision making and execution authority to an investment advisor. The advisor shall follow this Investment Policy and such other written instructions as are provided. Investment advisor must be approved by the SVCE Board prior to engaging with SVCE.

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D. Ethics and Conflicts of Interest

- The authorized employees who are responsible for the investment of SVCE funds shall refrain from personal business activity that could conflict with the proper execution of SVCE's investment program, or which could impair the ability to make impartial investment decisions. Pursuant to SVCE's Conflict of Interest Code, employees shall disclose any financial interests and investment holdings that could affect the performance of SVCE's portfolio or the individual's judgement or decisions regarding SVCE's portfolio.

E. Socially Responsible Investments

- SVCE's investment portfolio shall not include investments in companies in the industries or subindustries of fossil fuel extraction, refining, and/or distribution. SVCE's investment advisor shall provide SVCE information on their screening process.

F. Diversification

- SVCE will diversify its investments by security type and institution. With the exception of U.S. Treasury securities, federal agencies, and authorized pools, no more than 5% of SVCE's total investment portfolio will be invested in a single security type or with a single financial institution

G. Additional Investment Standards

- Staff will develop additional standards to implement aspects of this policy. These standards shall address, but are not limited to, the following subjects:
    - Authorized Financial Dealers and Institutions
    - Authorized and Suitable Investments
    - A Hedging Program
    - Reporting Requirements
    - Investment Pools/Mutual Funds
    - Collateralization

- Safekeeping and Custody
- Maximum Maturities
- Performance Standards

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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FP10

Category: FINANCE

Finance Policy 10: Delinquent Accounts & Collections~~DELINQUENT ACCOUNTS & COLLECTIONS POLICY~~

I. PURPOSE

To provide guidelines for the determination of delinquent accounts.

II. BACKGROUND

Pacific Gas & Electric (PG&E) issues bills to customers and uses the power of disconnection to manage delinquent accounts. Silicon Valley Clean Energy (SVCE) does not have the power of disconnection. For PG&E, ~~A~~accounts become "past due" 18-22 days after the bill is issued. For residential customers, a 15-day notice is sent with the next bill, and the account becomes eligible for disconnection within 50-56 days from original bill issuance. For commercial customers, a 7-day notice is sent, and the account becomes eligible for disconnection after 32 days from when the bill was issued.

III. ~~POLICY~~Policy

Delinquent electricity accounts will be returned to PG&E generation service due to non-payment. Delinquent customers that meet the criteria for termination of SVCE service will receive a series of no less than three monthly notices of their delinquency prior to removal.

The criteria used to determine a customer's ~~worthiness~~ eligibility for noticing and removal are:

1) Customer has past due amounts older than 91 days aged.
2) The amount owed to SVCE in the 91+ day aging bucket is ≥ $100.~~-~~
3) The delinquent customer does not have a payment plan established with PG&E.

Customers that fail to make a substantial payment will be given 14 days from the date of the third and final notice to either 1) make a substantial payment that reduces the total amount owed to SVCE or 2) enroll in a structured payment plan with PG&E. A substantial payment is one that reduces the total amount owed to SVCE in the 91+ day aged bucket at the time of noticing.

Such substantial payment will cause the series of noticing the customer to reset. Customers that fail to take either of these actions in the allotted time after the third and final notice will be returned to PG&E generation service.

Closed accounts may be written-off with approval by the CFO/Director of

Finance.

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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~~Adopted: 9/20/2023~~

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Finance Policy 10: Delinquent Accounts and Collections

I. Purpose

To provide guidelines for the determination of delinquent accounts.

II. Scope

Pacific Gas & Electric (PG&E) issues bills to customers and uses the power of disconnection to manage delinquent accounts. Silicon Valley Clean Energy (SVCE) does not have the power of disconnection. For PG&E, accounts become "past due" 18-22 days after the bill is issued. For residential customers, a 15-day notice is sent with the next bill, and the account becomes eligible for disconnection within 50-56 days from original bill issuance. For commercial customers, a 7-day notice is sent, and the account becomes eligible for disconnection after 32 days from when the bill was issued.

III. Policy

- Delinquent electricity accounts will be returned to PG&E generation service due to non-payment. Delinquent customers that meet the criteria for termination of SVCE service will receive a series of no less than three monthly notices of their delinquency prior to removal.
- The criteria used to determine a customer's eligibility for noticing and removal are:
  - Customer has past due amounts older than 91 days aged.
  - The amount owed to SVCE in the 91+ day aging bucket is > $100.
  - The delinquent customer does not have a payment plan established with PG&E.
- Customers that fail to make a substantial payment will be given 14 days from the date of the third and final notice to either 1) make a substantial payment that reduces the total amount owed to SVCE or 2) enroll in a structured payment plan with PG&E. A substantial payment is one that reduces the total amount owed to SVCE in the 91+ day aged bucket at the time of noticing.

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- Such substantial payment will cause the series of noticing the customer to reset. Customers that fail to take either of these actions in the allotted time after the third and final notice will be returned to PG&E generation service.
- Closed accounts may be written-off with approval by the CFO/Director of Finance.

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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FP11

Category: FINANCIAL MATTERS

Finance Policy 11: Capitalization~~CAPITALIZATION POLICY~~

I. PURPOSE

To capitalize and depreciate SVCE assets with a useful life expectancy of greater than one year and cost greater than $5~~1~~,000.

II. SCOPE

All acquisitions of capital assets for the Agency.

III. DEFINITIONS

Capitalization – Capitalization is the method chosen to record the purchase of fixed assets on SVCE's accounting books. If an asset is capitalized then it is not expensed in the same year the asset is purchased. Instead, the asset is generally recorded on the balance sheet and individually on an asset schedule. Examples of capital expenditures are purchases of office equipment, furniture, and vehicles. The asset is expensed each year as depreciation.

IV. POLICY

- Except for land, ~~all assets~~individual assets with a useful life of greater than one year and costing more than $~~1~~5,000 (per asset basis) will be capitalized and will be recorded in the depreciation records. Any asset that does not meet the above criteria will be expensed, such as small equipment or repairs and maintenance.

- The cost basis of furniture and equipment assets will include all charges relating to the purchase of the asset including the purchase price, freight charges, and installation, if applicable.

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Category: FINANCIAL MATTERS

- Leasehold improvements, including painting, are to be capitalized if they relate to the occupancy of a new office or a major renovation of an existing office. Expenditures incurred in connection with maintaining an existing facility in good working order should be expensed as a repair.

- The following lifespan table should be used as a guide for the following asset classifications for financial reporting and depreciation purposes:

Property	Asset Description
3-year property	Computer software, hardware and office machinery
5-year property	Automobiles
7-year property	Office furniture and fixtures

I. Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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Finance Policy 11: Capitalization

I. Purpose

To capitalize and depreciate SVCE assets with a useful life expectancy of greater than one year and cost greater than $5,000.

II. Scope

All acquisitions of capital assets for the Agency.

III. Policy

- Except for land, individual assets with a useful life of greater than one year and costing more than $5,000 (per asset basis) will be capitalized and will be recorded in the depreciation records. Any asset that does not meet the above criteria will be expensed, such as small equipment or repairs and maintenance.
- The cost basis of furniture and equipment assets will include all charges relating to the purchase of the asset including the purchase price, freight charges, and installation, if applicable.
- Leasehold improvements, including painting, are to be capitalized if they relate to the occupancy of a new office or a major renovation of an existing office. Expenditures incurred in connection with maintaining an existing facility in good working order should be expensed as a repair.
- The following lifespan table should be used as a guide for the following asset classifications for financial reporting and depreciation purposes:

Property	Asset Description
3-year property	Computer software, hardware and office machinery
5-year property	Automobiles
7-year property	Office furniture and fixtures

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IV. Reference Documents

A. Definitions:

- Capitalization – Capitalization is the method chosen to record the purchase of fixed assets on SVCE's accounting books. If an asset is capitalized then it is not expensed in the same year the asset is purchased. Instead, the asset is generally recorded on the balance sheet and individually on an asset schedule. Examples of capital expenditures are purchases of office equipment, furniture, and vehicles. The asset is expensed each year as depreciation.

V. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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GAP3

Category: GENERAL & ADMINISTRATIVE

General and Administrative Policy 01: Vehicle and Charger Use ~~WORKPLACE ELECTRIC VEHICLE CHARGING STANDARD~~

I. PURPOSE

The purpose of this policy is to establish direction for use of Agency-Owned Vehicle (AOV) and on-site charging stations ~~use.~~ ~~This standard defines the valid use of Silicon Valley Clean Energy's charging station(s) by employees and visitors.~~

II. POLICY

Staff shall maintain standards to manage use of the AOV which include, but are not limited to, the following:

- Pre-driving and Qualification Requirements
- Reservation Process
- Driving Requirements
- Reporting Accidents, Traffic Violations, and Parking Tickets
- Required Documentation
- Serving the AOV

Staff shall also maintain standards to manage the use of the electric vehicle charging stations located at the SVCE office which include, but are not limited to, the following:

- Charging requirements and limitations
- Safety
- Limitation of Liability

~~Vehicles must be actively charging when parked in the charging station stalls.~~

~~Vehicle is limited to four (4) hours parking in the charging station stall. When your charge is complete, move your vehicle so other employees and visitors can use the station. Authorized SVCE personnel may disconnect your vehicle at any time.~~

~~Neatly replace the charging cord when finished. Cords left on the ground are safety hazards.~~

~~SVCE assumes no responsibility or liability for damage to vehicles using the electrical charging station(s).~~

~~Electric vehicle charging station station(s) may be closed for maintenance.~~

~~Do not count on the availability of SVCE charging station(s) as a primary justification in your decision to purchase plug-in electric vehicles.~~

Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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General and Administrative Policy 1: Vehicle and Charger Use

I. Purpose

The purpose of this policy is to establish direction for use of Agency-Owned Vehicle (AOV) and on-site charging stations.

II. Scope

All SVCE employees.

III. Policy

- Staff shall maintain standards to manage use of the AOV which include, but are not limited to, the following:
  - Pre-driving and Qualification Requirements
  - Reservation Process
  - Driving Requirements
  - Reporting Accidents, Traffic Violations, and Parking Tickets
  - Required Documentation
  - Serving the AOV
- Staff shall also maintain standards to manage the use of the electric vehicle charging stations located at the SVCE office which include, but are not limited to, the following:
  - Charging requirements and limitations
  - Safety
  - Limitation of Liability

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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GAP4

Category: General and Administrative

ACCESS TO PUBLIC RECORDS – REQUESTS AND FEES

I. PURPOSE

The purpose of this policy is to ~~establish~~ publish/identify guidelines and procedures for Silicon Valley Clean Energy's (SVCE) handling and response to California Public Records Act (CPRA) requests. ~~The Office of the Board Clerk~~ The Board Clerk is the contact~~has sole responsibility~~ for handling and preparing the Agency's response to requests made by members of the public under the CPRA. The Board Clerk shall advise the Chief Executive Officer and Director of Finance and Administration of any significant CPRA requests. SVCE departments will cooperate fully with the Board Clerk in producing records in a timely manner.

II. PERSONS AFFECTED

This policy applies to all SVCE employees and members of the Board of Directors. SVCE employees and members of the Board of Directors who receive requests for public records are required to contact the Board Clerk's Office to report the request.

~~III. DEFINITIONS~~

~~"Exempt Record" means a record that may be withheld from disclosure under California law.~~

~~"Electronic Record" means a record, document, or writing contained, transcribed or held in electronic format, such as computer records, databases, e-mails, and texts.~~

~~"Member of the Public" means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his/her membership, agency, office or~~

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Category: General and Administrative

~~employment.~~

~~"Person" means any natural person, corporation, partnership, limited liability company, firm, or association.~~

~~"Public Records" include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by SVCE regardless of physical form or characteristics.~~

~~"Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing.~~

~~"Communication" means~~ ~~any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.~~

~~IV.~~III. POLICY

The CPRA provides that the public has a right to inspect and obtain a copy of most of the records retained by public agencies in the course of doing business. The Legislature has declared that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in the state~~.~~ (Gov. Code §7922.525). The public's right to access public records is also guaranteed by the California Constitution.

SVCE affirms the public's right to access its public records, in compliance with the CPRA and the California Constitution. This policy shall be interpreted and enforced in a manner that is consistent with those laws.

Limitations

The CPRA's right of access is not unlimited. The CPRA does not

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Category: General and Administrative

require a public agency to create records that are not in existence at the time the request is made (e.g., a written summary of a document or a list of expenditures or events).

In addition, certain categories of records are exempt from disclosure and need not be provided for inspection or reproduction. Common exemptions include but are not limited to:

- personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- pending litigation records;
- closed session records;
- software or proprietary information;
- attorney-client privileged communications; and
- preliminary drafts or notes not kept in the ordinary course of business where the public's interest in non-disclosure clearly outweighs the public's interest in disclosure.

The ~~Office of the~~ Board Clerk shall consult with the SVCE General Counsel to determine whether records or portions of records are exempt from disclosure.

If SVCE determines that the requested records are to be withheld, in whole or in part, the ~~Office of the~~ Board Clerk shall ~~so~~ notify the requestor in the determination letter and shall cite the specific exemption(s). In those cases where portions of a record are public and other portions are exempt, the Board Clerk shall redact or remove the exempt information before disclosing the remainder of the record.

Complying with a Records Request

Any member of the public, including elected ~~offficials~~officials and the media, is entitled to request identifiable SVCE records reasonably described in a request that are not otherwise privileged or exempt under the CPRA upon payment of any duplication or statutory costs. (Gov Code, § 7922.530)

1. Requests for Public Records

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a. Any member of the public may request to view or pay for a copy of a public record. SVCE may request, but shall not require that a requester give their name or other identifying information or put their request in writing. The requester does not have to explain why they want the record. A request may be made over the telephone, in person, in writing, ~~by facsimile~~ or electronic mail.
b. A requester must identify an actual public record; requests that are too vague cannot be fulfilled. If known, the requester should identify the name or title of the desired record or provide a written description. The Office of the Board Clerk shall assist the requester in identifying the desired public records.

2. Inspection of Public Records
   a. Public records are open to inspection at SVCE's Offices Monday through Friday, except holidays, during regular business hours (8:30 a.m. to 5:00 p.m.).
   b. If portions of the requested record are exempt from disclosure, any reasonable portion of the record that is public shall be made available for inspection after the exempt portions are redacted or deleted.
   c. It is requested that any person wishing to inspect public records contact the ~~Office of the~~ Board Clerk to schedule an appointment to minimize delays.
   d. Inspection of original SVCE files/records by a requester may be supervised by a SVCE employee. Under no circumstances shall any record be altered, destroyed, or removed from the premises.

3. SVCE Response Time
   a. Within ten (10) calendar days of receipt of a request for public records, the ~~Office of the~~ Board Clerk shall determine whether to grant or deny a request for public records and respond to the requestor in writing with the determination. The 10-day response period starts with

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the first calendar day after the date of receipt.

b. When unusual circumstances exist, the ~~Office of the~~ Board Clerk may extend the 10-day response time by an additional fourteen (14) days. Written notice to the requestor shall set forth reasons for the extension and the date for determination. Unusual circumstances include the following: the need to search for, collect and examine a voluminous amount of records; the need to consult another agency that has an interest in the determination; the need to compile data or write programing language, a computer program or construct a computer report to extract data.

c. The 10-day response period is not the time period for complying with the request. Rather, it is the time period for responding to the requester with a written determination as to whether records responsive have been located ~~and what, if any, information in those records is exempt from disclosure~~.

4. Fees for Copies of Records
   a. The cost for copying the requested records is the direct cost of duplication or, where applicable, a statutory fee.
      i. Direct costs do not include the staff time for tasks associated with retrieval, inspection and handling of the file from which the copy is extracted, or the time to review and compile the records.
      ii. The ~~Office of the~~ Board Clerk may elect to waive the fees in certain cases in ~~his/her~~their sole discretion.
   b. In all cases, a requester must pay the applicable costs or fees before copies of disclosable records will be released.
   c. Photocopies:
      i. SVCE has determined that the direct cost of duplication for normal sized photocopies is ten cents ($0.10) per page.

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ii. If an outside duplication firm is employed to make the requested copies, the cost charged to SVCE will be passed on to the requester.

d. Electronic Records:
   i. If SVCE maintains a disclosable public record in an electronic format, it shall make the record available in the electronic format when requested. If an electronic copy is requested but no format is specified, it shall be assumed that the requester is seeking a portable document format (PDF).
   ii. The requestor is responsible for the direct cost of producing the electronic record, if any. The direct cost includes the cost of the data storage device, such as a compact disk or flash drive, unless provided in advance in new and unopened original packaging.
   iii. If a request requires compilation, extraction, or computer programming to produce the record, or requires the production of an electronic record that is otherwise produced only at regularly scheduled intervals, the requester shall bear the cost of producing the electronic copy, including the fully burdened hourly rate of staff members required to construct the record or the cost charged by an outside programmer or consultant.
   iv. SVCE is not required to reconstruct electronic copies of records that are no longer maintained or available in an electronic format, or to release a record in electronic form if the release would jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained.

5. Special Rules for FPPC Filings
   a. No later than the second business day following the day

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on which a request is received, reports and statements filed pursuant to the Political Reform Act (Gov't Code §81000 et seq.) must be made available for public inspection.

b. Pursuant to Government Code Section 81008, the fee for copies of reports and statements shall be ten cents ($0.10) per page.

6. Release Restrictions

In balancing the public's right to access public records, the statutory individual right of privacy and the need for the SVCE to be able to efficiently perform its duties, the Legislature has established certain categories of records that may be exempt from public disclosure. A complete list of statutory exemptions is found in the CPRA. Absent a valid court order or other statutory authority, the CPRA exempts certain records from disclosure in whole or part. Exemptions pertaining to SVCE include, but are not limited to, the following:

a) Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by SVCE in the ordinary course of business, provided that the public interest in withholding such records clearly outweighs the public interest in disclosure. ~~If a draft contains facts and recommendations, the facts must be disclosed, but the recommendations may be withheld under this exemption.~~ (Gov. Code, § 7927.500).

b) Records pertaining to pending litigation to which SVCE is a party or to claims made, but only until such litigation or claim has been finally adjudicated or otherwise settled. (Gov. Code, § 7927.200).

c) Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy. (Gov. Code, § 7927.700).

i) Home addresses, home telephone numbers, personal cellular telephone numbers, and birth dates of members are exempt from disclosure except in certain circumstances as provided in Government Code Section 7928.300.

d) Except as it pertains to disclosures required by eminent domain law, contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by SVCE relative to the acquisition of property or to prospective public supply and construction contracts, until all of the property has been acquired or all contract agreements executed, after which the exemption does not apply. (Gov. Code, § 7928.705).

e) Records where disclosure is exempt or prohibited pursuant to provisions of federal or state law, including but not limited to provisions of the Evidence Code

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relating to privilege, including attorney-client privilege. (Gov. Code, § 7927.705).

f) Records that relate to archeological site information. (Gov. Code, § 7927.005).

SVCE retains the discretion to claim an exemption from public disclosure for any record that does not otherwise fall under a specific exemption under the CPRA when SVCE determines that the public interest served by not making the record public clearly outweighs the public interest served by disclosure. (Gov. Code, § 7922.000).

Records subject to discretionary exemptions may nevertheless be made available for inspection if waiving the exemption will serve the public interest~~, as determined by the SVCE's Board of Directors on a case-by-case basis~~. However, SVCE's discretionary decision to disclose a record that may otherwise be exempt from disclosure, thus waiving the right to invoke the exemption under Government Code Section 7921.505, does not constitute a waiver with respect to subsequent requests for other information.

Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

Reference Documents

Definitions:

- "Exempt Record" means a record that may be withheld from
- disclosure under California law.
- "Electronic Record" means a record, document, or writing contained, transcribed or held in electronic format, such as computer records, databases, e-mails, and texts.
- "Member of the Public" means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his/her membership, agency, office or employment.
-
- "Person" means any person, corporation, partnership,
- limited liability company, firm, or association.
- "Public Records" include any writing containing information relating to the conduct of the public's business prepared, owned,

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GAP4

Category: General and Administrative

used, or retained by SVCE regardless of physical form or characteristics.

- "Writing" means any handwriting, typewriting, printing, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing.
- "Communication" means any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

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General and Administrative Policy 4: California Public Records Act

I. Purpose

The purpose of this policy is to publish/identify guidelines and procedures for Silicon Valley Clean Energy's (SVCE) handling and response to California Public Records Act (CPRA) requests. The Board Clerk is the contact for handling and preparing the Agency's response to requests made by members of the public under the CPRA. The Board Clerk shall advise the Chief Executive Officer and Director of Finance and Administration of any significant CPRA requests. SVCE departments will cooperate fully with the Board Clerk in producing records in a timely manner.

II. Scope

This policy applies to all SVCE employees and members of the Board of Directors. SVCE employees and members of the Board of Directors who receive requests for public records are required to contact the Board Clerk's Office to report the request.

III. Policy

- The CPRA provides that the public has a right to inspect and obtain a copy of most of the records retained by public agencies in the course of doing business. The Legislature has declared that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in the state (Gov. Code §7922.525). The public's right to access public records is also guaranteed by the California Constitution.
- SVCE affirms the public's right to access its public records, in compliance with the CPRA and the California Constitution. This policy shall be interpreted and enforced in a manner that is consistent with those laws.

A. Limitations

- The CPRA's right of access is not unlimited. The CPRA does not require a public agency to create records that are not in existence at the time the request is made (e.g., a written summary of a document or a list of expenditures or events).
- In addition, certain categories of records are exempt from disclosure and need not be provided for inspection or reproduction. Common exemptions include but are not limited to:
    - personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
    - pending litigation records;
    - closed session records;
    - software or proprietary information;
    - attorney-client privileged communications; and
    - preliminary drafts or notes not kept in the ordinary course of business where the public's interest in non-disclosure clearly outweighs the public's interest in disclosure.
- The Board Clerk shall consult with the SVCE General Counsel to determine whether records or portions of records are exempt from disclosure.
- If SVCE determines that the requested records are to be withheld, in whole or in part, the Board Clerk shall notify the requestor in the determination letter and shall cite the specific exemption(s). In those cases where portions of a record are public and other portions are exempt, the Board Clerk shall redact or remove the exempt information before disclosing the remainder of the record.

B. Complying with a Records Request

- Any member of the public, including elected officials and the media, is entitled to request identifiable SVCE records reasonably described in a request that are not otherwise privileged or exempt under the CPRA upon payment of any duplication or statutory costs (Gov Code, § 7922.530).

- Requests for Public Records
  - Any member of the public may request to view or pay for a copy of a public record. SVCE may request, but shall not require that a requester give their name or other identifying information or put their request in writing. The requester does not have to explain why they want the record. A request may be made over the telephone, in person, in writing, or electronic mail.
  - A requester must identify an actual public record; requests that are too vague cannot be fulfilled. If known, the requester should identify the name or title of the desired record or provide a written description. The Office of the Board Clerk shall assist the requester in identifying the desired public records.
- Inspection of Public Records
  - Public records are open to inspection at SVCE's Offices Monday through Friday, except holidays, during regular business hours (8:30 a.m. to 5:00 p.m.).
  - If portions of the requested record are exempt from disclosure, any reasonable portion of the record that is public shall be made available for inspection after the exempt portions are redacted or deleted.
  - It is requested that any person wishing to inspect public records contact the Board Clerk to schedule an appointment to minimize delays.
  - Inspection of original SVCE files/records by a requester may be supervised by a SVCE employee. Under no circumstances shall any record be altered, destroyed, or removed from the premises.
- SVCE Response Time
  - Within ten (10) calendar days of receipt of a request for public records, the Board Clerk shall determine whether to grant or deny a request for public records and respond to the requestor in writing with the determination. The 10-day response period starts with the first calendar day after the date of receipt.

- When unusual circumstances exist, the Board Clerk may extend the 10-day response time by an additional fourteen (14) days. Written notice to the requestor shall set forth reasons for the extension and the date for determination. Unusual circumstances include the following: the need to search for, collect and examine a voluminous amount of records; the need to consult another agency that has an interest in the determination; the need to compile data or write programing language, a computer program or construct a computer report to extract data.
- The 10-day response period is not the time period for complying with the request. Rather, it is the time period for responding to the requester with a written determination as to whether records responsive have been located.

- Fees for Copies of Records
  - The cost for copying the requested records is the direct cost of duplication or, where applicable, a statutory fee.
    - Direct costs do not include the staff time for tasks associated with retrieval, inspection and handling of the file from which the copy is extracted, or the time to review and compile the records.
    - The Board Clerk may elect to waive the fees in certain cases in their sole discretion.
  - In all cases, a requester must pay the applicable costs or fees before copies of disclosable records will be released.
  - Photocopies:
    - SVCE has determined that the direct cost of duplication for normal sized photocopies is ten cents ($0.10) per page.
    - If an outside duplication firm is employed to make the requested copies, the cost charged to SVCE will be passed on to the requester.
  - Electronic Records:
    - If SVCE maintains a disclosable public record in an electronic format, it shall make the record available in the electronic format when requested. If an electronic

copy is requested but no format is specified, it shall be assumed that the requester is seeking a portable document format (PDF).

- ❖ The requestor is responsible for the direct cost of producing the electronic record, if any. The direct cost includes the cost of the data storage device, such as a compact disk or flash drive, unless provided in advance in new and unopened original packaging.
- ❖ If a request requires compilation, extraction, or computer programming to produce the record, or requires the production of an electronic record that is otherwise produced only at regularly scheduled intervals, the requester shall bear the cost of producing the electronic copy, including the fully burdened hourly rate of staff members required to construct the record or the cost charged by an outside programmer or consultant.
- ❖ SVCE is not required to reconstruct electronic copies of records that are no longer maintained or available in an electronic format, or to release a record in electronic form if the release would jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained.

- Special Rules for FPPC Filings
  - No later than the second business day following the day on which a request is received, reports and statements filed pursuant to the Political Reform Act (Gov't Code §81000 et seq.) must be made available for public inspection.
  - Pursuant to Government Code Section 81008, the fee for copies of reports and statements shall be ten cents ($0.10) per page.
- Release Restrictions
  - In balancing the public's right to access public records, the statutory individual right of privacy and the need for the SVCE to be able to efficiently perform its duties, the Legislature has established certain categories of records that may be exempt from public disclosure. A complete list

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of statutory exemptions is found in the CPRA. Absent a valid court order or other statutory authority, the CPRA exempts certain records from disclosure in whole or part. Exemptions pertaining to SVCE include, but are not limited to, the following:

- Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by SVCE in the ordinary course of business, provided that the public interest in withholding such records clearly outweighs the public interest in disclosure (Gov. Code, § 7927.500).
- Records pertaining to pending litigation to which SVCE is a party or to claims made, but only until such litigation or claim has been finally adjudicated or otherwise settled (Gov. Code, § 7927.200).
- Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy (Gov. Code, § 7927.700).
  - Home addresses, home telephone numbers, personal cellular telephone numbers, and birth dates of members are exempt from disclosure except in certain circumstances as provided in Government Code Section 7928.300.
- Except as it pertains to disclosures required by eminent domain law, contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by SVCE relative to the acquisition of property or to prospective public supply and construction contracts, until all of the property has been acquired or all contract agreements executed, after which the exemption does not apply (Gov. Code, § 7928.705).
- Records where disclosure is exempt or prohibited pursuant to provisions of federal or state law, including but not limited to provisions of the Evidence Code relating to privilege, including attorney-client privilege (Gov. Code, § 7927.705).

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- ❖ Records that relate to archeological site information (Gov. Code, § 7927.005).

- SVCE retains the discretion to claim an exemption from public disclosure for any record that does not otherwise fall under a specific exemption under the CPRA when SVCE determines that the public interest served by not making the record public clearly outweighs the public interest served by disclosure. (Gov. Code, § 7922.000).
- Records subject to discretionary exemptions may nevertheless be made available for inspection if waiving the exemption will serve the public interest. However, SVCE's discretionary decision to disclose a record that may otherwise be exempt from disclosure, thus waiving the right to invoke the exemption under Government Code Section 7921.505, does not constitute a waiver with respect to subsequent requests for other information.

IV. Policy Compliance

C. Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

D. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

V. Reference Documents

A. Definitions:

- "Exempt Record" means a record that may be withheld from
- disclosure under California law.
- "Electronic Record" means a record, document, or writing contained, transcribed or held in electronic format, such as computer records, databases, e-mails, and texts.

- "Member of the Public" means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his/her membership, agency, office or employment.
- "Person" means any person, corporation, partnership, limited liability company, firm, or association.
- "Public Records" include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by SVCE regardless of physical form or characteristics.
- "Writing" means any handwriting, typewriting, printing, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing.
- "Communication" means any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

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GAP7

Category: GENERAL & ADMINISTRATIVE

CHIEF EXECUTIVE OFFICER ABSENCE POLICY

I. PURPOSE

To establish a procedure for conducting Silicon Valley Clean Energy (SVCE) business operations during a temporary absence of the Chief Executive Officer (CEO), lasting 30 days or less.

II. SCOPE

All SVCE functions regularly conducted by the Chief Executive Officer, including those delegated by the board.

~~III. DEFINITIONS~~

~~"Functions" shall mean any normal business function or decision requiring the input or/ authority of the SVCE Chief Executive Officer.~~

~~IV.~~III. POLICY

SVCE recognizes there will be times when the CEO is absent from work and unavailable to perform the regular functions of the role, whether due to planned or unplanned events. This policy establishes the method by which an Acting CEO is selected.

During any such absence of the CEO from regular work functions, whether planned (Management Leave, Paid-Time-Off, or other reason), or unplanned, the CEO shall designate one Department Director ~~(currently Power Policy, Planning, Procurement, Regulatory and Operations, Finance and Administration, Energy Services and Community Relations, or Decarbonization Programs and Policy, but subject to future change)~~ to serve as Acting CEO during ~~his / her~~their absence. The Acting CEO shall represent SVCE and perform the regular functions of the CEO role for the duration of any absence and shall return those functions to the CEO upon ~~his / her~~their return.

In cases where the CEO is unable to designate an Acting CEO, or should an absence extend beyond 30 days, a special meeting of the Executive Committee shall be called to appoint an Acting CEO.

The Acting CEO shall be subject to the same spending limits of authority as the CEO, as noted in ~~Section 6.5.4 and Table 4 of~~ SVCE's Energy Risk Management Policy~~, adopted November 10, 2021~~ and Purchasing and Spending Policy.

IV. Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

V. Reference Documents

A. Definitions:

- "Functions" shall mean any normal business function or decision requiring the input or authority of the SVCE Chief Executive Officer.

General and Administrative Policy 6: CEO Absence

I. Purpose

To establish a procedure for conducting Silicon Valley Clean Energy (SVCE) business operations during a temporary absence of the Chief Executive Officer (CEO), lasting 30 days or less.

II. Scope

All SVCE functions regularly conducted by the Chief Executive Officer, including those delegated by the board.

III. Policy

- SVCE recognizes there will be times when the CEO is absent from work and unavailable to perform the regular functions of the role, whether due to planned or unplanned events. This policy establishes the method by which an Acting CEO is selected.
- During any such absence of the CEO from regular work functions, whether planned (Management Leave, Paid-Time-Off, or other reason), or unplanned, the CEO shall designate one Department Director to serve as Acting CEO during their absence. The Acting CEO shall represent SVCE and perform the regular functions of the CEO role for the duration of any absence and shall return those functions to the CEO upon their return.
- In cases where the CEO is unable to designate an Acting CEO, or should an absence extend beyond 30 days, a special meeting of the Executive Committee shall be called to appoint an Acting CEO.
- The Acting CEO shall be subject to the same spending limits of authority as the CEO, as noted in SVCE's Energy Risk Management Policy and Purchasing and Spending Policy.

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

V. Reference Documents

A. Definitions:

- "Functions" shall mean any normal business function or decision requiring the input or authority of the SVCE Chief Executive Officer.

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GAP9

Category: GENERAL & ADMINISTRATIVE

HYBRID MEETINGS POLICY

I. PURPOSE

To establish standard procedure for conducting public Silicon Valley Clean Energy (SVCE) hybrid meetings ~~following the termination of Governor Newsom's COVID-19 State of Emergency~~.

II. SCOPE

SVCE Board and Committee meetings subject to the Ralph M. Brown Act mandating open and transparent government meetings for local agencies.

III. DEFINITIONS

"Hybrid meetings" shall mean meetings which allow participation of Board/Committee members, staff, and the public in person or via teleconferencing.

"Publicly accessible" shall mean a location in which a member of the public may attend a meeting and provide public comment.

"Teleconference" shall mean a meeting of individuals in different locations, connected by electronic means, through either audio or video, or both.

IV. POLICY

~~Following Governor Newsom's termination of the COVID-19 State of Emergency, SVCE meetings will follow the below policy.~~

Board meetings will be held at Cupertino Community Hall or other location as noticed; public committee meetings will be held at SVCE offices, unless otherwise noticed.

Board/Committee members may participate in meetings in person or via teleconference.

Teleconference meetings must meet the following requirements:
1. Each teleconference location must be identified in the notice and agenda of the meeting.
2. Agendas must be posted at each teleconference location.
3. Each location must be publicly accessible.

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Category: GENERAL & ADMINISTRATIVE

4. At least a quorum of the Board of Directors must participate from locations within SVCE's service territory.

If participating via teleconference, the publicly accessible location of participating board/committee members should be provided to the Board Clerk one week in advance of the meeting to allow for proper noticing on the meeting agenda.

Board members are encouraged to connect with their Alternate Directors in the event they are not able to attend a Board of Directors meeting.

Exercising AB 2449

Board/Committee members may exercise the use of AB 2449 to participate remotely for the following reasons:

"Just Cause" –

- Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse or domestic partner.
- A contagious illness.
- Travel on official businesses of the legislative body or another state/local agency (if you are traveling for other business or recreational purposes, this would not constitute a just cause).

To participate remotely for "just cause," the member must notify the Board Clerk, who will notify the SVCE Board of Directors/committee members, at the earliest opportunity possible of the need to participate remotely. The member must provide a general description of the circumstances relating to their need to appear remotely.

A member may not participate remotely for "just cause" for more than two meetings per calendar year.

The Board Clerk will communicate with the requesting Board member whether the requested remote participation meets the requirements of AB 2449.

"Emergency" Situations –

An "emergency" means a physical or family medical emergency that prevents a member from attending in person.

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Category: GENERAL & ADMINISTRATIVE

To participate remotely for an emergency, the member must make a request at the earliest opportunity to the Board Clerk, who will notify the SVCE Board of Directors/committee members. The request must include a general description of the circumstances related to the need to appear remotely. A request must be made before each meeting at which the member will participate remotely.

The legislative body must take action to approve the request.

If the request is made too late to appear as an action item on the agenda, the SVCE Board of Directors may consider the request at the beginning of the meeting.

Requirements, Disclosures, and Limitations

Quorum and Audio and Visual Technology Requirement
At least a quorum of the members of the SVCE's Board of Directors and Board ~~/~~Committee members must participate in person at a singular physical location, which is within the agency's jurisdiction, at which the public can attend.

The member must participate through both audio and visual technology.

Disclosures
The member who is participating remotely must disclose whether anyone over the age of 18 is physically present and the general nature of the relationship with such person.

Limitations
A member cannot participate in a meeting using AB 2449 more than 3 consecutive months or 20% of the regular meetings of the agency within a calendar year. If a committee meets fewer than 10 times per calendar year, the limit is two meetings. For most SVCE Committees, the AB 2449 limit is two meetings per calendar year.

Please note the use of AB 2449 is not guaranteed if the above requirements cannot be met.

Policy Compliance
Violations

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- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

Reference Documents

Definitions:

- "Hybrid meetings" shall mean meetings which allow participation of Board/Committee members, staff, and the public in person or via teleconferencing.
- "Publicly accessible" shall mean a location in which a member of the public may attend a meeting and provide public comment.
- "Teleconference" shall mean a meeting of individuals in different locations, connected by electronic means, through either audio or video, or both.

General and Administrative Policy 9: Hybrid Meetings

I. Purpose

To establish standard procedure for conducting public Silicon Valley Clean Energy (SVCE) hybrid meetings.

II. Scope

SVCE Board and Committee meetings subject to the Ralph M. Brown Act mandating open and transparent government meetings for local agencies.

III. Policy

- Board meetings will be held at Cupertino Community Hall or other location as noticed; public committee meetings will be held at SVCE offices, unless otherwise noticed.
- Board/Committee members may participate in meetings in person or via teleconference.
- Teleconference meetings must meet the following requirements:
    - Each teleconference location must be identified in the notice and agenda of the meeting.
    - Agendas must be posted at each teleconference location.
    - Each location must be publicly accessible.
    - At least a quorum of the Board of Directors must participate from locations within SVCE's service territory.
- If participating via teleconference, the publicly accessible location of participating board/committee members should be provided to the Board Clerk one week in advance of the meeting to allow for proper noticing on the meeting agenda.
- Board members are encouraged to connect with their Alternate Directors in the event they are not able to attend a Board of Directors meeting.

A. Exercising AB 2449

i. Board/Committee members may exercise the use of AB 2449 to participate remotely for the following reasons:

- "Just Cause" –
  - Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse or domestic partner.
  - A contagious illness.
  - Travel on official businesses of the legislative body or another state/local agency (if you are traveling for other business or recreational purposes, this would not constitute a just cause).
- To participate remotely for "just cause," the member must notify the Board Clerk, who will notify the SVCE Board of Directors/committee members, at the earliest opportunity possible of the need to participate remotely. The member must provide a general description of the circumstances relating to their need to appear remotely.
- A member may not participate remotely for "just cause" for more than two meetings per calendar year.
- The Board Clerk will communicate with the requesting Board member whether the requested remote participation meets the requirements of AB 2449.
- "Emergency" Situations –
  - An "emergency" means a physical or family medical emergency that prevents a member from attending in person.
- To participate remotely for an emergency, the member must make a request at the earliest opportunity to the Board Clerk, who will notify the SVCE Board of Directors/committee members. The request must include a general description of the circumstances related to the need to appear remotely. A request must be made before each meeting at which the member will participate remotely.
- The legislative body must take action to approve the request.
- If the request is made too late to appear as an action item on the agenda, the SVCE Board of Directors may consider the request at the beginning of the meeting.

B. Requirements, Disclosures, and Limitations

i. Quorum and Audio and Visual Technology Requirement

- At least a quorum of the members of the SVCE's Board of Directors and Board Committee members must participate in person at a singular physical location, which is within the agency's jurisdiction, at which the public can attend.
- The member must participate through both audio and visual technology.

ii. Disclosures

- The member who is participating remotely must disclose whether anyone over the age of 18 is physically present and the general nature of the relationship with such person.

iii. Limitations

- A member cannot participate in a meeting using AB 2449 more than 3 consecutive months or 20% of the regular meetings of the agency within a calendar year. If a committee meets fewer than 10 times per calendar year, the limit is two meetings. For most SVCE Committees, the AB 2449 limit is two meetings per calendar year.

C. Please note the use of AB 2449 is not guaranteed if the above requirements cannot be met.

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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V. Reference Documents

C. Definitions:

- "Hybrid meetings" shall mean meetings which allow participation of Board/Committee members, staff, and the public in person or via teleconferencing.
- "Publicly accessible" shall mean a location in which a member of the public may attend a meeting and provide public comment.
- "Teleconference" shall mean a meeting of individuals in different locations, connected by electronic means, through either audio or video, or both.

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~~FP12~~GAP10

Category: ~~FINANCE~~GAP

General and Administrative Policy 10: Files & Records Management~~FILES & RECORDS MANAGEMENT~~

I. PURPOSE

Silicon Valley Clean Energy ("Agency") is a public agency that is subject to the California Public Records Act ("PRA") and maintains~~should establish a retention schedule and~~ records for public inspection consistent with this policy and any related standards. ~~management plan following the guidelines administered by the State Archives.~~

~~Silicon Valley Clean Energy ("Agency") has an obligation to create and maintain records and information in accordance with accepted record management practices and standards. The Agency will retain records in an orderly fashion for time periods that comply with legal and governmental requirements and as needed for general business requirements; to outline the methods for filing, retaining, and disposing of business records necessary to support our work (including opinions, resolution of differences, conclusions and research utilized in analysis), our correspondence with customers/clients, our work product and items of continuing significance.~~

II. SCOPE

This policy~~procedure~~ applies to all ~~business~~ records ~~and documentation~~ generated by the Agency. ~~However, this does not necessarily cover internal or certain day-to-day business correspondence.~~

~~Drafts or other documents not utilized should not be retained. Documents and records transmitted as attachments via email should be considered separately from the email messages to which they are attached.~~

A~~"~~ ~~R~~record includes~~" means~~ every means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols. ~~"any writing containing~~

Adopted: 8/09/2017
Proposed Amendment: 4/12/2023

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~~information relating to the conduct offo the public's business prepared, owned, used, or retained by any state or local agency regardless of its physical form characteristics," as defined in~~ See Government Code section 7920.530 & 7920.545.

III. POLICY

~~Silicon Valley Clean Energy ("~~The Agency ~~")~~ has an obligation to create and maintain records and information in accordance with various ~~accepted record management practices and standards~~legal requirements. The Agency will retain records in an orderly fashion for time periods that comply with legal ~~and governmental~~ requirements and as needed for general business requirements. Staff should develop standards~~; to~~ that outline the methods for ~~filing, retaining, and disposing~~maintaining ~~of business~~ records necessary to support ~~our~~SVCE's work ~~(including opinions, resolution of differences, conclusions and research utilized in analysis), our correspondence with customers/clients, our work product and items of continuing significance~~ and our obligation to provide public access and transparency.

SVCE shall maintain a filing system, record retention schedule, and long-term storage approaches~~organization plan,~~ that will be updated as-needed by the Chief Executive Officer, or their designee, and General Counsel.~~:~~ ~~Drafts or other documents not utilized should not be retained. Documents and records transmitted as attachments via email should be considered separately from the email messages to which they are attached.~~

~~A. DIGITAL FILES~~

- ~~Electronic documents and emails shall be maintained on a secure server or secure web site.~~
- ~~Agency files or information should not be stored on personal electronic devices to the extent possible.~~
- ~~Employee hard drives shall be password protected.~~
- ~~Customer correspondence created/maintained for documentation purposes should be stored upon the Customer Records~~

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~~Management (CRM) system whenever possible.~~

- ~~Collection letters, invoices and other customer correspondence will be maintained in CRM when feasible or within pertinent folders where appropriate (i.e., collection letters with collections files).~~
- ~~Confidential and Sensitive files should be watermarked or include a header noting the words "CONFIDENTIAL" or "SENSITIVE" or "Subject to NDA", or similar notation, whenever possible. Confidential and Sensitive files include documents exempt from public disclosure, including but not limited to information that must be kept confidential under state and federal laws, confidential legal advice, records prepared in connection with pending litigation, preliminary drafts of interagency and intra-agency memorandums not retained by the Agency in the normal course of business, and other data regarding licensing and employment~~

~~B. PAPER FILES~~

- ~~Whenever possible, the Agency should maintain records electronically.~~
- ~~Confidential and sensitive paper records or correspondence should be maintained in file cabinets with locking capability when not in use.~~
- ~~Certain documents, whenever possible, as a practical matter, shall be stamped, watermarked or headed "CONFIDENTIAL", "SENSITIVE", or "Subject to NDA", or similar notation.~~
- ~~Files labeled with employee names shall be considered confidential personnel files, and shall be accessed only by those who are in the direct line of supervisory authority, or those who are responsible for payroll or other human resource duties, and shall be accessed on a need-to-know basis.~~
- ~~Files labeled with an energy counterparty name shall be considered confidential.~~

~~C. FILING SYSTEM~~

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- ~~To ensure efficient access, filing centers will be established. To reduce the amount of duplicate and unnecessary record retention, individual desk files should be avoided unless they are used in daily operations. All other departmental or agency records should be filed in the departmental central filing areas.~~

- ~~Unless necessary, records should only be kept by the originator or sender and not by the receiver to avoid duplicate filing systems.~~

~~D. RECORD RETENTION AND LONG-TERM STORAGE~~

- ~~Non-permanent physical files will be stored in cardboard file boxes. Each file box will be labeled on the front with the contents, dates covered, and destruction date if applicable. Permanent physical records will be maintained in metal fire-resistant file cabinets.~~
- ~~Files should be stored only in boxes with similar items, dates and retention periods. This will allow easier access and purging of records. A general rule to keep in mind is that it is better to only half-fill a file box than to file dissimilar types of files in the same box.~~
- ~~An employee designated by the Chief Executive Officer will be responsible for categorizing and maintaining a listing of records maintained and the location.~~
- ~~An employee designated by the Chief Executive Officer will be responsible for coordinating the creation, and maintenance of record retention periods, and will maintain and issue the "Records Retention Periods" as appropriate.~~
- ~~Maintain all files for as long as is necessary but only to the extent they serve a useful purpose or satisfy business or legal requirements. "Records Retention Periods" provides a guide.~~
- ~~The Chief Executive Officer may make further updates to the Retention Periods, to this Files and Records Management policy, and to any Retention and Destruction Policy.~~

~~E. RECORD DESTRUCTION~~

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~~FP12~~GAP10

Category: ~~FINANCE~~GAP

- ~~An employee designated by the Chief Executive Officer will circulate a listing of file categories to be destroyed to all employees thirty days prior to destruction, for review and comment.~~
- ~~Three to six months after each year-end, an employee designated by the Chief Executive Officer will proceed with destruction of all files that have exceeded their recognized holding period.~~
- ~~Destruction of physical files will be performed by an independent, outside service for shredding and disposal. Any paper with a social security number, a federal ID number, confidential information or sensitive data, or a client name on it must be destroyed in this manner.~~

~~F. DISPOSAL OF RECORDS INTO THE AGENCY'S GENERAL TRASH SERVICE IS NOT ALLOWED~~

- ~~Electronic documents are destroyed by deleting them from the medium on which they are stored, and then purging the medium itself.~~
- ~~Email messages not saved for filing in the correspondence file or other appropriate folder should be deleted.~~

~~VI. ATTACHMENTS~~

~~1. Records Retention Periods~~

Policy Compliance

Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

Cadence for Review

- This Policy will be reviewed at least every five (5) years.

General and Administrative Policy 10: Files and Records Management

I. Purpose

Silicon Valley Clean Energy ("Agency") is a public agency that is subject to the California Public Records Act ("PRA") and maintains records for public inspection consistent with this policy and any related standards.

II. Scope

This policy applies to all records generated by the Agency.

A record includes every means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols. See Government Code section 7920.530 & 7920.545.

III. Policy

- The Agency has an obligation to create and maintain records and information in accordance with various legal requirements. The Agency will retain records in an orderly fashion for time periods that comply with legal requirements and as needed for general business requirements. Staff should develop standards that outline the methods for maintaining records necessary to support SVCE's work and our obligation to provide public access and transparency.
- SVCE shall maintain a filing system, record retention schedule, and long-term storage approaches that will be updated as-needed by the Chief Executive Officer, or their designee, and General Counsel.

IV. Policy Compliance

A. Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

B. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

Human Resources Policy 1: Personnel and Reimbursement

I. Purpose

The purpose of the Personnel and Reimbursement Policy is to establish a uniform and equitable system of personnel administration to ensure effective service to and on behalf of SVCE and to support procedures for administering personnel matters and reimbursement in compliance with applicable laws and policies.

II. Scope

The Personnel and Reimbursement Policy applies to all employees and any independent contractors that are embedded within SVCE departments. The policy is intended to promote fairness and equity to employees, to attract the best and most competent persons available, to assure the appointment and promotions of employees will be based on merit, to allow reimbursement for meetings and travel, and to incorporate best practices in the administration of SVCE's personnel system.

III. Policy

A. Personnel System

- SVCE shall have a personnel system for the recruitment, selection, employment, classification, compensation, advancement, performance review, discipline, discharge and retirement of employees
- The Chief Executive Officer (CEO) shall be designated as the Personnel Officer and is authorized and directed to administer the personnel system. The Chief Executive Officer may delegate the powers of the Personnel Officer as they deem appropriate.

B. Personnel Officer

- The Personnel Officer shall:

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- Act as the appointing authority for all employees of SVCE with the exception of SVCE's General Counsel.
- Prepare and implement an employee handbook, along with any personnel rules and regulations necessary for the administration of this personnel system;
- Define and prepare position classifications including the establishment of minimum standards of employment and qualifications for the various positions;
- Prepare a schedule of compensation including salary and other benefits covering all employees;
- Provide the publishing or posting of notices of recruitments for positions and develop and administer procedures of the selection process;
- Prepare and present to the Authority Board a budget for implementation of the personnel system including employee salary and benefit costs as part of the annual budget process;
- Prepare policies and procedures regarding ethics and the conduct of business including, without limitation, policies relating to conflict of interest, fair and equitable treatment of employees, use and safeguarding of Authority property and resources, and standards of ethical conduct by employees.
- Perform such other functions as necessary to administer the personnel system as directed from time to time by the Authority Board including authorization of spending for individual or group travel for meetings, training and workforce development.

C. Right to Contract for Special Services

- The Personnel Officer is also granted authority to take the following actions:
  - Contract for the performance of technical or special services necessary for the establishment or operation of the personnel system including, without limitation, services for the preparation of personnel rules and subsequent revisions and amendments thereof; preparation of classification and pay plans and subsequent revisions and amendments thereof; the design and

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conduct of employee training programs; the conduct of recruitment and hiring processes; and, other special and technical services of an advisory or informational character on matters related to the administration of the personnel system.

- Outsource functions that are currently staffed by positions when contracting is more advantageous to the operations of the organization or is more cost effective.
- Bring in-house any functions that are currently outsourced if the result would be advantageous to the operations of the organization or more cost effective.

D. Authority to Adjust Salary and Positions within Budget and Limits

- Adjust salary schedules for market flexibility during the year to attract and retain talent.
- Over-hire the number of positions shown in the annual budget as follows:
  - On a temporary basis to minimize the impact that pending vacancies may have on the organization by allowing for cross training and overlap;
  - On a permanent basis to improve operations and organization effectiveness, provided that the CEO may not over hire on a permanent basis in excess of 10% of the authorized number of positions shown in the annual budget without prior approval of the Board.
- In no case shall positions be added or salaries be adjusted during the year that cause the total annual budget to be exceeded in total by fiscal year-end without prior Board approval by Resolution.
- In those instances where the CEO does over-hire positions during the year, he/she shall report such actions to the Board in a timely manner.
- Refer to Finance Policy 02: Budget Adoption, Control and Reporting for more policies related to the budget.

E. Reimbursement for Meetings and Travel

- All employees and Board members, including alternates, of SVCE may request reimbursement for actual expenses incurred to attend and travel to conferences and meetings for agency business. However, such meetings do not include SVCE Board of Directors or Committee meetings.
- Board members and staff shall get expenses approved in advance of incurring them and shall submit expenses for reimbursement within 90 days of incurring the expense.
- The Personnel Officer may adopt additional standards related to employee reimbursements.

IV. Policy Compliance

F. Violations

- Any known violations of this policy must be immediately reported to the Executive Committee, CEO, and General Counsel.

G. Cadence for Review

- This Policy will be reviewed at least every five (5) years.

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Information Technology Policy 1: Information Technology

I. Purpose

The purpose of the Silicon Valley Clean Energy Information Technology Policy is to establish guiding principles regarding the use of Silicon Valley Clean Energy (SVCE) information resources in order to protect the confidentiality, integrity and availability of information created, collected, utilized, and maintained by the organization. Proper management of information technology is required to support regulatory compliance, minimize legal liability, reduce the risk of criminal activity, and to sustain stakeholder and customer satisfaction.

II. Scope

The SVCE Information Technology Policy applies to all information technology resources, as well as personnel and third parties accessing information resources using SVCE's computers or network infrastructure. Information technology ("IT" or "Information") is a critical SVCE component and will be managed to ensure that it remains complete, accurate, confidential, and available for authorized business activities.

III. Policy

A. Information Technology Requirements

- To ensure protection of information technology resources, operational standards will be in place for all employees and designated third parties to follow. SVCE IT staff may maintain additional standards or guidelines related to the following IT policy requirements and issues including, but not limited to:
    - Ensure business continuity and disaster preparedness.
    - Appropriate management of IT assets, networks, data, identity and access for systems, vulnerabilities, security, and incident response.

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- Access to specific information technology resources is to be assigned to SVCE employees or designated third parties with the minimum level of access necessary to perform respective responsibilities.
- Security systems are to be structured to address security at multiple levels, including physical, network, host, and personnel security measures.
- The degree of information security protection is to be commensurate with the impact of inadvertent or intentional misuse, improper disclosure, damage or loss.
- Information technology resources are to be tracked and monitored through established tools to ensure the ongoing security of SVCE.
- Data will be classified, and appropriate security controls will be applied, based on established industry standards to ensure security of sensitive data.
- All SVCE staff, through ongoing training, are informed that security is not an optional component of operations and their involvement is imperative to maintaining SVCE's cyber security posture.
- All staff and designated parties that use or have access to SVCE information technology are personally responsible for exercising the proper control over information according to the operational standards provided to them.
- Operational standards for treatment of information technology are subject to change as needed to protect SVCE based on any changes in systems, threats, and practices. All operational IT standards will be reviewed on an annual basis.
- SVCE shall conduct internal audits or assessments of its security management system as needed and/or as required by compliance standards to determine if its control objectives, controls, processes, and procedures conform to legal/regulatory requirements, and that SVCE information security requirements are effectively implemented, maintained and perform as expected.

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IV. Policy Compliance

B. Violations

- Any known violations of this policy must be immediately reported to the Finance and Administration Committee, CEO, and General Counsel.

C. Cadence for Review

- This Policy will be reviewed at least every one (1) year.

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Staff Report – Item 7

Item 7:	**2025 SVCE Elections Information**
From:	Monica Padilla, CEO
Prepared by:	Andrea Pizano, Sr. Executive Assistant and Board Clerk
Date:	12/11/2024

RECOMMENDATION

Staff recommends the Silicon Valley Clean Energy (SVCE) Board of Directors (Board) receive the process and timeline for SVCE's 2025 Board Chair, Vice Chair, and Committee member appointments.

EXECUTIVE COMMITTEE RECOMMENDATION

The Executive Committee received a presentation on November 22, 2024 on the proposed process and timeline; the committee did not have any requested changes.

BACKGROUND

At the October 24, 2018 meeting, the Board approved a timeline to appoint SVCE's Board Chair, Vice Chair and Executive Committee members in January, with remaining committees assigned at the February Board of Directors meeting. SVCE's Operating Rules and Regulations were then amended in November 2018 to reflect the timing of selections.

SVCE has been using a selection process for the positions of Board Chair, Vice Chair, and committees which includes the Board Clerk requesting letters of interest for the positions of Board Chair and Vice Chair prior to the board meeting to be included in the agenda packet and requesting board members inform the Board Clerk of their interest in serving on one or more of SVCE's committees. The information is then compiled and presented at the respective board meeting for approval.

The roles of Board Chair, Vice Chair, and the Executive Committee are scheduled to be selected at the January 8, 2025 meeting, with remaining committee assignments made at the February 12, 2025 meeting.

ANALYSIS & DISCUSSION

Using a similar process followed in previous years, the Board Clerk will send information to the Board of Directors following the December board meeting with a call for letters of interest for the positions of Board Chair and Vice Chair; letters of interest received for these positions will be included in the January Board of Directors meeting agenda packet. Directors interested in serving on the Executive Committee will also be asked to notify the Board Clerk during this time and names will be included in the staff report for the January board meeting. Nominations will also be accepted from the floor for Board Chair, Vice Chair and Executive Committee membership.

Following the January board meeting, the Board Clerk will distribute information to board members to indicate interest in SVCE's other committees (Finance and Administration Committee, Audit Committee, and Ad Hoc Committees, if any). The information will be collected prior to the February board meeting, and staff will include the names of interested directors for each committee in the February board meeting staff report. Requests to join committees will also be considered from the floor at the meeting.

Agenda Item: 7 **Agenda Date: 12/11/2024**

STRATEGIC PLAN
Appointing SVCE's representatives supports our mission and goals of the Strategic Plan.

ALTERNATIVE
Staff is open to suggestions from the Board of Directors on the process for Chair/Vice Chair and committee selections.

FISCAL IMPACT
There would be no fiscal impact as a result of making appointments.

ATTACHMENTS
1. 2025 Proposed SVCE Board Elections Timeline
2. 2024 Committee Membership Recap

2025 SVCE Board Elections Timeline

December 11, 2024: Staff presents information item at the Board meeting outlining process for 2025 elections

December 13, 2024: Board Clerk will send a request for letters/indications of interest for the Board Chair/Vice Chair positions as well as interest from members looking to serve on the Executive Committee for 2025

December 31, 2024: Letters of interest for Board Chair/Vice Chair and expression of interest for Executive Committee membership responses due to Board Clerk

January 8, 2025: Board Chair, Vice Chair, and Executive Committee selections made at the Board of Directors meeting

January 10, 2025: Board Clerk will distribute information to Directors with a request to indicate interest in serving/continuing to serve on remaining committees

January 31, 2025: Interests due to Board Clerk for remaining SVCE committees

February 12, 2025: Remaining SVCE Committee assignments made at the Board of Directors meeting

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2024 SVCE Committee Membership Recap

1. Executive Committee

Description:
Provide input and support on operational matters;
Gives feedback on staff items and recommendations to the Board of Directors

Membership:
Up to six primary board members;
Typically includes the Chair and Vice Chair of the Board

Meeting Frequency:
Monthly

	2024 Executive Committee Roster	Member Agency	Notes
1.	Larry Klein	Sunnyvale	Chair of 2024
2.	Bryan Mekechuk	Monte Sereno	Vice Chair of 2024
3.	Sally Meadows	Los Altos	
4.	George Tyson	Los Altos Hills	
5.	Yvonne Martinez Beltran	Morgan Hill	
6.	Tina Walia	Saratoga	

2. Finance & Administration Committee

Description:
Works with SVCE staff on items related to financial and administrative issues that impact the agency.

Membership:
No fewer than three members and no greater than six members;
Can be Board members, Alternate Board members, or a Board appointed member agency staff member.
No alternate directors may attend a committee meeting on behalf of an absent primary appointed director. No more than one Committee member shall represent a particular member agency.

Meeting Frequency:
Quarterly and as-needed

	2024 Finance and Administration Committee Roster	Member Agency	Notes
1.	Hung Wei	Cupertino	Chair of 2024, Not returning
2.	Murali Srinivasan	Sunnyvale	Vice Chair of 2024
3.	Elliot Scozzola	Campbell	
4.	Pat Showalter	Mountain View	

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2024 SVCE Committee Membership Recap

3. Audit Committee

Description:
Works with SVCE staff on the initiation and receiving of the annual audit

Membership:
No fewer than three members and no greater than six members;
Can be Board members, Alternate Board members, or a Board appointed member agency staff member.
No alternate directors may attend a committee meeting on behalf of an absent primary appointed director. No more than one Committee member shall represent a particular member agency.

Meeting Frequency:
Twice yearly and as needed

	2024 Audit Committee Roster	Member Agency	Notes
1.	Bryan Mekechuk	Monte Sereno	Chair of 2024
2.	Sheila Mohan	Cupertino	Vice Chair of 2024
3.	Sergio Lopez	Campbell	
4.	Harjot Sangha	Gilroy	City of Gilroy Finance Director – Nominated by Dir. Hilton

4. 2024 Legislative Responses to Industry Transition Ad Hoc Committee (Sunset: December 2024)

Description:
General advocacy strategy development for state and federal activities;
Feedback on priorities for legislation and the state budget; and
Advocacy on key legislation.

The Policy Areas for 2024 included:
Affordability & Rates, Climate Change Mitigation/Fuel Switching, Clean, Reliable Grid, Competitive Equity/Do No Harm, Health Impact/Safety, and Equity.

Membership:
No more than six members of the board.

Meeting Frequency:
As needed

	2024 Leg Ad Hoc Committee Roster	Member Agency	Notes
1.	Yvonne Martinez Beltran	Morgan Hill	Chair of 2024
2.	Elliot Scozzola	Campbell	Vice Chair of 2024
3.	Zach Hilton	Gilroy	
4.	Bryan Mekechuk	Monte Sereno	
5.	Chuck Page	Saratoga	
6.	Larry Klein	Sunnyvale	

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2024 SVCE Committee Membership Recap

5. CEO Transition Ad Hoc Committee (Sunset: December 2024)

Description:

Created to support new CEO in transition through December 11, 2024.

	CEO Transition Ad Hoc Committee Roster	Member Agency	Notes
1.	Tina Walia	Saratoga	
2.	George Tyson	Los Altos Hills	
3.	Rob Rennie	Los Gatos	

SILICON VALLEY CLEAN ENERGY

Silicon Valley Clean Energy
Board of Directors Meeting

December 11, 2024

Appendix A

Power Resource Contracts Executed by CEO

CONFIRMATION CARBON FREE ENERGY

This confirmation agreement ("Confirmation") confirms the transaction ("Transaction") between Clean Power Alliance of Southern California, a California joint powers authority ("CPA" or "Seller"), and Silicon Valley Clean Energy Authority, a California joint powers authority ("SVCE" or "Buyer"), each individually a "Party" and together the "Parties," effective as of November 19, 2024 ("Effective Date"). This Transaction is governed by the WSPP Agreement effective September 11, 2023 (the "WSPP Agreement"), which is incorporated by this reference as if fully set forth herein. The WSPP Agreement and this Confirmation are referred to herein as the "Agreement." In the event of a conflict between the provisions of the WSPP Agreement and this Confirmation, this Confirmation shall control. Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement.

	Seller: CPA	**Buyer: SVCE**
Contact Information	[redacted] Address: [redacted]	[redacted] [redacted]
Product	"Product" means Carbon Free Energy. "Carbon Free Energy" means energy delivered from the Specified Carbon Free Source listed in Exhibit A and scheduled into the CAISO Balancing Authority. Carbon Free Energy does not include any RECs. The Parties recognize that a schedule of energy into the CAISO Balancing Authority is a delivery to the Delivery Point and not directly to the Buyer. Scheduling energy into the CAISO Balancing Authority shall constitute delivery of the Product to the Buyer for purposes of this Confirmation, provided that such energy was delivered from the Specified Carbon Free Source.	
Contract Quantity	The Parties agree that the Transaction is a Unit Contingent contract for the Contract Quantity from Specified Carbon Free Source. "Contract Quantity" means all of the Carbon Free Energy to be delivered to Seller pursuant to that certain GHG-Free Energy Allocation and Confirmation of Allocation Elections executed between Southern California Edison Company and Clean Power Alliance, provided that such Carbon Free Energy delivered from Seller to Buyer under this Confirmation shall be separated into tiers in accordance with the Contract Quantity Table below. "Unit Contingent" means that Seller is excused from the failure to deliver the Contract Quantity to the extent that (i) the Specified Carbon Free Source(s) failed to generate a sufficient quantity of Product during the Delivery Period to provide the full Contract Quantity to Buyer and (ii) Seller has delivered all Product generated by the Specified Carbon Free Source(s) and received by Seller during the applicable year of Delivery Period to the Delivery Point. "Specified Carbon Free Source(s)" as used herein means the nuclear-powered generation assets that are located within the WECC and are considered by the State of California to	

	have zero Greenhouse Gas emissions in accordance with the Regulation for Mandatory Reporting of Greenhouse Gas Emissions (title 17 California Code of Regulations (CCR), section 95100 et seq.) (the "Cap and Trade Regulation"), as reflected in Exhibit A. **Contract Quantity Table:** [redacted]
Project	"Project" means the Specified Carbon Free Source.
Delivery Term	The "Delivery Term" shall commence on January 1, 2025 and continue through and include December 31, 2027.
Contract Price	"CAISO Credit" means the Energy Price paid by the CAISO for each MWh of Carbon Free Energy delivered by Seller in accordance with this Agreement. "CF Price" means, for each MWh of Carbon Free Energy delivered by Seller in accordance with this Agreement, the sum of the Energy Price plus the price identified below corresponding to the amount of Contract Quantity delivered in each Tier (as such Tiers are set forth in the Contract Quantity Table (above)) for such Contract Year: [redacted] "Energy Price" means the applicable day-ahead hourly market, hour-ahead fifteen-minute market, or real-time five-minute market, locational marginal price ("LMP") clearing at the applicable Delivery Point(s), as published by the CAISO, per MWh of Carbon Free Energy delivered by Seller in accordance with this Agreement. The "Contract Price" for each MWh of Carbon Free Energy delivered to Buyer in accordance herewith shall consist of the CF Price less the CAISO Credit.
Delivery Point	"Delivery Point" means anywhere within the CAISO Balancing Authority.
Delivery Rate	In any hour, the amount of Product delivered to Buyer at the Delivery Point will be at the discretion of the Seller, and such deliveries shall be measured for each hour that the Product is delivered to the Delivery Point.

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Scheduling; Electricity Importer	Seller shall, at its sole discretion, cause the Product to be scheduled from the Specified Carbon Free Source to the Delivery Point on a day-ahead, hour-ahead, and/or real- time basis. The Product shall be scheduled in accordance with Generally Accepted Utility Practice. "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, a practice otherwise generally accepted in the WECC region. **Scheduling and Tagging**: Seller will be responsible for all scheduling and tagging requirements for the Product in accordance with Generally Accepted Utility Practice. Product deliveries shall be scheduled pursuant to WECC and CAISO requirements to the Delivery Point. Seller shall deliver Carbon Free Energy in the amount of the Contract Quantity from Carbon Free Sources to the Delivery Point without substituting electricity from another source, as evidenced by e-Tags, meter data, or such other format acceptable to Buyer. Deliveries shall be measured for each hour that the Carbon Free Energy is delivered to the Delivery Point, but for Carbon Free Sources located outside of CAISO shall not exceed the lesser of (i) the amount of Carbon Free Energy shown on e-Tags delivered to Buyer, and (ii) meter data from the Carbon Free Source.
Payment	For each month of the Delivery Period, Buyer shall pay Seller an amount equal to the Contract Quantity of Product that is scheduled and delivered to the Delivery Point in accordance with this Confirmation during such month multiplied by the Contract Price. Buyer shall pay undisputed invoice amounts on or before the later of the twentieth (20^{th}) day of the month in which the invoice was received or the tenth (10^{th}) day after the receipt of the invoice, provided that if such day is not a Business Day, then on the next Business Day ("Payment").
Credit Requirements	Notwithstanding any other provision of the Agreement, Section 27 of the WSPP Agreement is not applicable to, and credit support is not required for either Party under this Confirmation.
Representations & Warranties; Title and Reporting Rights	Seller represents and warrants that (i) Seller has the right to sell the Product from the Carbon Free Source(s); (ii) the Product is free and clear of all liens and encumbrances; (iii) Seller has not sold the Product to any other person or entity; and (iv) Seller will not substitute or purchase any Product from any generating resource other than the Carbon Free Source(s). As set forth in Section 33.2 of the WSPP Agreement, title and reporting rights to the Carbon Free Energy shall pass from Seller to Buyer at the Delivery Point. Seller shall provide to Buyer an annual attestation confirming that the Seller delivered the necessary volume of Product no later than May 15th of the year following the year in which such Product was delivered. Upon Buyer's reasonable request, but no later than May 15th of the year following the year in which such Product was delivered, Seller will provide Buyer with the CARB ID#'s, emission factors, and the allocated generation and meter data from the applicable Carbon Free Sources.

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Change in Law	Seller shall make commercially reasonable efforts to comply with Changes in Law or any change in the California Program, including but not limited to changes in the requirements applicable to the Product, provided that such costs shall not be greater than [redacted] If Seller cannot comply with a Change in Law or any change in the California Program by spending the Capped Amount or less, Buyer shall have the right, but not the obligation, to terminate this Confirmation upon five (5) days' prior written notice to Seller. If Buyer elects to terminate this Confirmation under this section, neither Party shall be in default under this Confirmation or have any further obligations to the other Party (other than with respect to deliveries of Product prior to such termination). In the event of termination under this provision, Buyer shall remain obligated to pay the Contract Price for deliveries of Product prior to such termination.
Cross-Termination	This Confirmation shall terminate immediately upon the termination of the agreement regarding GHG-Free Energy Allocation and Confirmation of Allocation Elections executed between Southern California Edison Company and Clean Power Alliance. Such termination shall be without any remaining liability or obligation for either Party except for such liabilities or obligations arising prior to the date of termination.
Confidentiality	Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 7920 et seq.).
Governing Law	This Agreement 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. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.
No Recourse to Members of Buyer or Seller	Buyer and Seller 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 public entities separate from their constituent members. Each Party agrees it will have no rights and will 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.

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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 Confirmation may be entered into only by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.
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. 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.
Buyer Limited Assignment	Buyer may make a limited assignment of Buyer's right to receive all or a portion of the Product that would otherwise be delivered to Buyer hereunder to an entity ("Limited Assignee") that has, or provides a parent guaranty, in form and substance reasonably acceptable to Seller from an entity with, an investment grade credit rating. In connection with any such assignment, Buyer and Seller agree to execute a limited assignment agreement substantially in a similar form of agreement that is reasonably acceptable to Buyer and Seller. For the avoidance of doubt, Buyer will remain responsible for all its obligations under this Agreement related to such assigned Product, including (i) the obligation to pay for such Product to the extent the Limited Assignee does not do so and (ii) any damages associated with such Limited Assignee's failure to take any such Product. Notwithstanding anything to the contrary in Section 30.1 of the WSPP Agreement, the Parties agree that Buyer may disclose a copy of this Confirmation to Limited Assignee, who shall comply with the Section 30.1 of the WSPP Agreement as if it where a signatory thereto.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

SILICON VALLEY CLEAN ENERGY AUTHORITY, a California joint powers authority

By: DocuSigned by: Monica Padilla 573FC104110B4C0...
Name: Monica Padilla
Title: CEO

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority

By: Lindsay Descagnia
Name: Lindsay Descagnia
Title: Vice President, Power Supply

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EXHIBIT A
Specified Carbon Free Source

Facility Name	**State / Province**	**Technology**	**CAISO Resource ID**
Palo Verde	AZ	Nuclear	PVERDE_5_SCEDYN

170027443.2

MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER – RESOURCE ADEQUACY
BETWEEN
SHELL ENERGY NORTH AMERICA (US), L.P.
AND
SILICON VALLEY CLEAN ENERGY AUTHORITY

This Confirmation Letter ("Confirmation") confirms the Transaction between **Shell Energy North America (US), L.P.**, a Delaware limited partnership ("Buyer") and **Silicon Valley Clean Energy Authority**, a California joint powers authority ("Seller"), and each individually a "Party" and together the "Parties", dated as of the last dated signature on the signature page hereto (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Article 3 of this Confirmation.

This Transaction is governed by the Edison Electric Institute Master Power Purchase and Sale Agreement between the Parties, effective as of November 28, 2016, along with any annexes (including Paragraph 10 of the Collateral Annex, as applicable) 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 ascribed to them in the Master Agreement or the Tariff (defined herein below).

ARTICLE 1. DEFINITIONS

1.1 "Alternate Capacity" means any replacement Product which Seller has elected to provide to Buyer in accordance with the terms of Section 4.5.

1.2 "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.

1.3 "Availability Incentive Payments" shall mean Availability Incentive Payments as defined in FERC filing ER09-1064 or such other similar term as modified and approved by FERC thereafter to be incorporated in the Tariff or otherwise applicable to CAISO.

1.4 "Availability Standards" shall mean the availability standards set forth in Section 40.9 of the Tariff.

1.5 "Buyer" has the meaning specified in the introductory paragraph hereof.

1.6 "CAISO" means the California Independent System Operator Corporation or its successor.

1.7 "Capacity Replacement Price" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Section 1.51 of the Master Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price" as used in the Master Agreement.

1.8 "Confirmation" has the meaning specified in the introductory paragraph hereof.

1.9 "Confirmation Effective Date" has the meaning specified in the introductory paragraph hereof.

1.10 "Contingent Firm RA Product" has the meaning specified in Section 3.2 hereof.

1.11 "Contract Price" means, for any Monthly Delivery Period, the price for such Monthly Delivery Period as specified in the "RA Capacity Price Table" set forth in Section 4.9.

1.12 "Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in the "Contract Quantity Table" in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month.

1.13 "CPUC Decisions" means, CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 21-07-014, 22-06-050 and subsequent decisions related to resource adequacy, as may be amended from time to time by the CPUC.

1.14 "CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.

1.15 "Delivery Period" has the meaning specified in Section 4.1 hereof.

1.16 "Delivery Point" has the meaning specified in Section 4.2 hereof.

1.17 "Designated RA Capacity" shall be equal to, for each day during any particular Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity that Seller has elected to provide Alternate Capacity with respect to, minus any reductions to Contract Quantity specified in Section 4.4 with respect to which Seller has not elected to provide Alternate Capacity.

1.18 "Effective Flexible Capacity" has the meaning specified for such term in the Tariff.

1.19 "Flexible Capacity Requirements" or "FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.

1.20 "Flexible RA Product" means Designated RA Capacity consisting of FCR Attributes, and, if applicable, LAR Attributes and/or RAR Attributes.

1.21 "FCR Attributes" means, with respect to a Unit, any and all flexible resource adequacy attributes, that can be counted toward an LSE's FCR, as they are identified from time to time by the CPUC Decisions, the Tariff, an LRA or other Governmental Body having jurisdiction, exclusive of any LAR Attributes and RAR Attributes.

1.22 "FCR Showing" means the FCR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE.

1.23 "Generic RA Product" means Designated RA Capacity consisting of RAR Attributes and, if applicable, LAR Attributes, but not FCR Attributes.

1.24 "Governmental Body" means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.

1.25 "LAR" means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC Decisions, or by another LRA having jurisdiction over the LSE, as implemented in the Tariff. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.

1.26 "LAR Attributes" means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified from time to time by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of such Unit within the CAISO Control Area, that can be counted toward LAR, exclusive of any RA Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in payments made pursuant to this Transaction.

1.27 "LAR Showings" means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA having jurisdiction over the LSE.

1.28 "LRA" has the meaning set for in the Tariff for the term "Local Regulatory Authority".

1.29 "LSE" has the meaning specified in the Tariff for the term "Load Serving Entity".

1.30 "Master Agreement" has the meaning specified in the introductory paragraph hereof.

1.31 "Monthly Delivery Period" means each calendar month during the Delivery Period and shall correspond to each Showing Month.

1.32 "Net Qualifying Capacity" has the meaning set forth in the Tariff.

1.33 "Non-Excusable Event" means any event, other than a Planned Outage and those events described under the definition of "Unit Firm" in the Master Agreement that excuse Seller's performance, that causes Seller to fail to perform its obligations under this Confirmation, including, without limitation, any such event resulting from (a) the negligence of the owner, operator or Scheduling Coordinator of a Unit, or (b) Seller's failure to comply, or failure to cause the owner, operator or Scheduling Coordinator of the Units to comply, with the terms of the Tariff with respect to the Units providing RA Attributes, Flexible RA Attributes or LAR Attributes, as applicable.

1.34 "Non-Availability Charges" are as defined in the Tariff.

1.35 "Notification Deadline" means, for each Showing Month, the date that is fifteen (15) Business Days before the earlier of the relevant deadlines for (a) the corresponding RAR Showings, FCR Showings and/or LAR Showings for such Showing Month, and (b) the Supply Plan filings applicable to that Showing Month.

1.36 "Outage" means any CAISO approved disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff. For the avoidance of doubt, Outage shall be deemed to include Planned Outage (defined below).

1.37 "Planned Outage" means, subject to and as further described in the Tariff, 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.

1.38 "Product" has the meaning specified in Article 3 hereof.

1.39 "RA Capacity" means the qualifying and deliverable capacity of the Unit for RAR and, if applicable, LAR, and FCR purposes for the Delivery Period, as determined by the CAISO or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the applicable RA Attributes, and if applicable, LAR Attributes and FCR Attributes of the capacity provided by a Unit.

1.40 "RA Capacity Payment" has the meaning specified in Section 4.9 hereof.

1.41 "RAR" means the resource adequacy requirements, exclusive of LAR established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.

1.42 "RAR Attributes" means, with respect to a Unit, any and all resource adequacy attributes, as identified and existing as of the Confirmation Date by the Tariff, CPUC Decisions, LRA, or any Governmental Body having jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and FCR Attributes.

1.43 "RAR Showings" means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the Tariff or CPUC Decisions, or to an LRA having jurisdiction.

1.44 "Replacement Capacity" has the meaning specified in Section 4.7 hereof.

1.45 "Replacement Unit" means any generating unit having comparable RAR Attributes, LAR Attributes and, if applicable, FCR Attributes to the Unit(s), meeting the requirements for a Unit specified herein and meeting the requirements specified in Section 4.5.

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

1.47 "Scheduling Coordinator" has the same meaning as in the Tariff.

1.48 "Seller" has the meaning specified in the introductory paragraph hereof.

1.49 "Showing Month" shall be the calendar month during the Delivery Period that is the subject of the RAR Showing, LAR Showing, and/or FCR Showing, as applicable, as set forth in the CPUC Decisions or Tariff. For illustrative purposes only, the monthly RAR Showing made in June is for the Showing Month of August.

1.50 "Supply Plan" has the meaning specified in the Tariff.

1.51 "Tariff" means the tariff and protocol provisions of the CAISO, as amended or supplemented from time to time. For purposes of Article 5, the Tariff refers to the tariff and protocol provisions of the CAISO as they exist on the Confirmation Effective Date.

1.52 "Transaction" has the meaning specified in the introductory paragraph hereof.

1.53 "Unit" or "Units" shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.

1.54 "Unit EFC" means the Effective Flexible Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Unit EFC after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lessor of (i) the Unit EFC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Effective Flexible Capacity.

1.55 "Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Net Qualifying Capacity.

ARTICLE 2. UNIT INFORMATION

Months	January 2025, March 2025
Name	High Desert Power Project Aggregate
Location	Victorville, CA
CAISO Resource ID	HIDSRT_2_UNITS
Unit SCID	TS30
Unit NQC	830
Unit EFC	630
Resource Type	Natural Gas Fired
Resource Category (1, 2, 3 or 4)	4, (24/7=Yes)
Flexible RAR Category (1, 2 or 3)	N/A
Path 26 (North or South)	South
Local Capacity Area (if any, as of Confirmation Effective Date)	CAISO System
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	None
Run Hour Restrictions	None

Months	February 2025
Name	Colusa Generating Station
Location	Maxwell, CA
CAISO Resource ID	COLUSA_2_PL1X3
Unit SCID	TS30
Unit NQC	627
Unit EFC	516.7
Resource Type	Natural Gas Fired
Resource Category (1, 2, 3 or 4)	4, (24/7=Yes)
Flexible RAR Category (1, 2 or 3)	N/A
Path 26 (North or South)	North
Local Capacity Area (if any, as of Confirmation Effective Date)	CAISO System
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	None
Run Hour Restrictions	None

ARTICLE 3. RESOURCE ADEQUACY CAPACITY PRODUCT

3.1 During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, the Designated RA Capacity in accordance with the product types selected in Section 3.2 (the "Product") and the Contract Quantity set forth in Section 4.3. The Product does not confer to Buyer any right to the electrical output from the Units, other than the right to include the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings, and/or FCR Showings, as applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell any pursuant to the Tariff any RA Capacity from a Unit in excess of that Unit's Contract Quantity and any RA Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.2 Product Type

☐ Flexible RA Product
The Designated RA Capacity is a Flexible RA Product. For avoidance of doubt, the Flexible RA Product to be delivered by Seller to Buyer hereunder shall include the following Product attributes:

[ ] FCR Attributes with LAR Attributes
[ ] FCR Attributes with RAR Attributes

☒ Generic RA Product
The Designated RA Capacity is a Generic RA Product. For avoidance of doubt, the Generic RA Product to be delivered by Seller to Buyer hereunder shall include the following Product attributes:

[X] RAR Attributes
[ ] LAR Attributes

3.3 Delivery Obligation

☒ Contingent Firm RA Product
Seller shall provide Buyer with Designated RA Capacity from the Units. If those Units are not able to provide the full amount of the Contract Quantity as a result of a Non-Excusable Event, then, subject to Section 4.4, Seller shall have the option to notify Buyer in writing by the Notification Deadline that either (a) Seller will not provide the full Contract Quantity during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Buyer with the Contract Quantity as a result of a Non-Excusable Event and has failed to notify Buyer in writing by the Notification Deadline that it will not provide the full Contract Quantity during the period of such non availability as provided in Section 4.4, then Seller shall be liable for damages and/or required to indemnify Buyer for any resulting penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof. Notwithstanding anything herein to the contrary, if Seller provides less than the full amount of the Contract Quantity for any reason other than a Non-Excusable Event or in accordance with Section 4.4, and Seller provides notice of such by the Notification Deadline, Seller is not obligated to provide Buyer with Alternate Capacity or to indemnify Buyer for any resulting penalties or fines. The Product is a Contingent Firm RA Product, and with respect to this Contingent Firm RA Product, "Contingent Firm" shall have the same meaning as "Unit Firm" in the Master Agreement.

☐ Firm RA Product
Seller shall provide Buyer with Designated RA Capacity from the Unit(s) in the amount of the Contract Quantity. If the Units are not available to provide the full amount of the Contract Quantity for any reason other than Force Majeure, including without limitation any Outage or any adjustment of the RA Capacity of any Unit, pursuant to Section 4.4, then, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 4.5 hereof. If Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units pursuant to Section 4.5, then Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof.

ARTICLE 4. DELIVERY AND PAYMENT

4.1 Delivery Period

The Delivery Period shall be: January 1, 2025 through March 31, 2025, inclusive.

4.2 Delivery Point

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

4.3 Contract Quantity

The Contract Quantity for each Monthly Delivery Period shall be:

Contract Quantity Table

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

4.4 Adjustments to Contract Quantity

(a) Planned Outages: If Seller is unable to provide the applicable Contract Quantity for all or a portion of a Showing Month due to a Planned Outage of a Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (a) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month; or (b) provide Alternate Capacity up to the Contract Quantity for the applicable portion of such Showing Month.

(b) Reductions in Unit NQC: If the Product is both (i) Generic RA Product, and (ii) Contingent Firm RA Product, then Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced by Seller if the Unit experiences a reduction in Unit NQC as determined by the CAISO. If the Unit experiences such a reduction in Unit NQC then Seller has the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product, and/or (ii) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.

(c) If Product is both (i) Flexible RA Product specified under Section 3.2, and (ii) Contingent Firm RA Product specified under Section 3.3, then Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced if the Unit experiences a reduction in Unit EFC or Unit NQC as determined by the CAISO. If the Unit experiences such a reduction in Unit EFC or Unit NQC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) Alternate Capacity up to the Contract Quantity.

4.5 Alternative Capacity and Replacement Units

(a) If Seller elects or is unable to provide the full Contract Quantity for any Showing Month for any reason, including, without limitation, due to one of the reasons specified in Section 4.4, or Seller desires to provide the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller, at no additional cost to Buyer, may provide Buyer with Alternate Capacity from one or more Replacement Units, with the total amount of Product provided to Buyer from the Unit and Replacement Units up to an amount equal

to the Contract Quantity for the applicable Showing Month; provided that in each case, Seller shall notify Buyer in writing of such Replacement Units no later than the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for the remaining portion of that Showing Month. The Replacement Units shall (i) have the same Resource Category, the same Flexible Capacity Category, and the same 24-hour shape of the Product as identified in Article 2, (ii) be accepted by the CAISO, and (iii) otherwise satisfy the requirements of this Confirmation. Seller shall not be liable to Buyer or any other party for damages, including any cover costs, and/or required to indemnify Buyer for costs, penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if and only if Seller has provided Buyer with timely notice pursuant to this Section 4.5(a) of Seller's intent not to provide Alternate Capacity in an amount equal to the Contract Quantity of that Showing Month.

(b) If Seller is unable to provide the full Contract Quantity for any Showing Month for any reason, including, without limitation, due to one of the reasons specified in Section 4.4 and Seller does not provide Alternate Capacity in an amount equal to that which allows Seller to provide the full Contract Quantity for that Showing Month, then Buyer may, but shall not be required to, purchase Replacement Capacity.

4.6 Delivery of Product

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

Seller shall, on a timely basis, submit, or cause the Unit's Scheduling Coordinator to submit, Supply Plans to identity and confirm the Designated RA Capacity provided to Buyer for each Showing Month so that the total amount of Designated RA Capacity identified and confirmed for such Showing Month equals the Designated RA Capacity, unless specifically requested not to do so by Buyer.

4.7 Damages for Failure to Provide Designated RA Capacity

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month, and such failure is not excused under the terms of the Confirmation, then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RA Attributes, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller; provided, however, that if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having solely RAR Attributes and no LAR Attributes or FCR Attributes, and no such RA Capacity is available, then Buyer may replace such portion of the Designated RA Capacity with capacity having any applicable FCR Attributes and/or LAR Attributes ("Replacement Capacity"). Buyer may enter into purchase transactions with one or more parties to replace any portion of Designated RA Capacity not provided by Seller so long as such transactions are done at prevailing market prices. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party, and, to the extent such transactions are done at prevailing market prices, such arrangements shall be considered equivalent to the procurement of Replacement Capacity. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

(b) Seller shall pay to Buyer an amount equal to the positive difference, if any, between (i) the sum of (A) the Replacement Capacity times the Capacity Replacement Price, and (B) the Designated RA Capacity not provided by Seller (less any Replacement Capacity) times the Capacity Replacement Price; and (ii) the Designated RA Capacity not provided by Seller times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may in addition to any other remedies that may be available to Buyer, offset those damages owed it against any future amounts it may owe to Seller under this Confirmation pursuant

to Article 6 of the Master Agreement. Seller will not be in breach of this Confirmation for any failure to provide any Designated RA Capacity so long as Seller complies with the provisions of this Section 4.7.

4.8 Indemnities for Failure to Deliver Contract Quantity

Subject to any adjustments made pursuant to Section 4.4, Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, resulting from any of the following:

(a) Seller's failure to provide any portion of the Designated RA Capacity if such failure is not excused under the terms of the Product or by Buyer's failure to perform;

(b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Sections 4.5; or

(c) A Unit Scheduling Coordinator's failure to timely submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may, in addition to any other remedies that may be available to Buyer, offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

4.9 RA Capacity Payment

In accordance with the terms of Article 6 of the Master Agreement, Buyer shall make an RA Capacity Payment to Seller for each Unit, in arrears, after the applicable Showing Month. The RA Capacity Payment shall be equal to the sum for each day during the Showing Month of the product of (a) the applicable Contract Price for such Showing Month, multiplied by (b) the Designated RA Capacity for the Monthly Delivery Period, multiplied by (c) 1,000. The final product of this RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any portion of Designated RA Capacity that was not delivered pursuant to Section 4.4 at the time of the CAISO filing for the respective Showing Month.

RA Capacity Price Table

Contract Month / Year	Contract Price
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

4.10 Allocation of Other Payments and Costs

Seller shall be entitled to receive and retain all revenues that Buyer is not expressly entitled to receive pursuant to this Agreement, including all revenues that Seller may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) revenue for ancillary services, (c) energy sales, (d) any revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or

exceeding Availability Standards. The Parties acknowledge and agree that any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues.

ARTICLE 5. CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an event of Force Majeure that results in a partial or full outage of that Unit, Seller is responsible for either scheduling or causing the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and performing, or causing the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

ARTICLE 6. CHANGE IN LAW

If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure for Product set forth in this Confirmation so that the implementation of this Confirmation becomes impossible or impracticable, or if a new product that is a derivative of the Product(s) contracted for herein is created, the Parties hereto agree to negotiate in good faith to amend this Confirmation, to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Confirmation or to provide Buyer with Product pursuant to another program if possible; provided, however, that neither Party shall be obligated to enter into any such amendment except in its sole discretion.

ARTICLE 7. OTHER BUYER AND SELLER COVENANTS

7.1 Further Assurances

Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's applicable RAR, LAR and/or FCR, as applicable, including, without limitation:

(a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR, and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, CPUC, or by an LRA having jurisdiction, to demonstrate for each month of the Delivery Period the ability to deliver the Contract Quantity from each Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, the CAISO or other Governmental Body having jurisdiction to administer the applicable RAR, LAR and FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid pursuant to the "deliverability" standards established by the CAISO or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and

(b) Negotiating in good faith to make necessary amendments, if any, to this Confirmation, which remain subject to agreement of such Parties, in each Party's sole discretion, to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by

the CPUC, FERC, or other Governmental Body having jurisdiction to administer the applicable RAR or FCR so as to maintain the purpose and intent of the Transaction agreed to by the Parties on the Confirmation Effective Date.

7.2 Seller Representations and Warranties

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

(a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, the CAISO, CPUC, or other jurisdictional LRA of or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or analogous obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;

(c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR, FCR, or analogous obligations in any non-CAISO market;

(d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;

(e) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and FCR;

(f) If Seller is the owner of any Unit, the cumulative amounts of LAR Attributes, RAR Attributes and FCR Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;

(g) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR and FCR;

(h) Seller has notified the Scheduling Coordinator of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with the Tariff;

(i) Seller has notified the Scheduling Coordinator of each Unit that Seller is obligated to cause each Unit's Scheduling Coordinator to provide to Buyer, no later than the Notification Deadline, of the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(j) Seller has notified each Unit's Scheduling Coordinator that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such Scheduling Coordinator is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 8. CONFIDENTIALITY

Notwithstanding any agreement or obligation of confidentiality or non-disclosure between Buyer and Seller, the Parties agree that Buyer may disclose the Designated RA Capacity under this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction in order to support its LAR Showings, RAR Showings and/or FCR Showings, as applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Transaction to the SC of each Unit in order for such SC to timely submit accurate Supply Plans. In addition, If Buyer becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule, or a request to Buyer under the California Public Records Act (California Government Code Section 6250 et seq.)) to disclose any confidential information of Seller, Buyer may do so after

providing Seller with prompt notice so that Seller, at its sole expense, may seek an appropriate protective order or other appropriate remedy against disclosure. Notwithstanding anything to the contrary in Section 10.11 of the Master Agreement, Buyer may make portions of this Confirmation available to the public as part of Buyer's process of seeking approval from its Board of Directors for this Transaction.

ARTICLE 9. BUYER'S RE-SALE OF PRODUCT

Buyer may re-sell all or a portion of the Product hereunder. In the event of any such re-sale, Seller shall cause its Scheduling Coordinator to cooperate reasonably with Buyer and Buyer's transferee (and their respective Scheduling Coordinators) to allow such transferee to utilize the re-sold Product.

ARTICLE 10. MARKET BASED RATE AUTHORITY

Upon Buyer's written request, Seller shall, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller shall not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

ARTICLE 11. COLLATERAL REQUIREMENTS

The Parties further agree that for the purposes of calculating the Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, the Current Mark-to-Market Value for this Transaction is deemed to be zero.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE.

SHELL ENERGY NORTH AMERICA (US), L.P.		**SILICON VALLEY CLEAN ENERGY AUTHORITY**	
By:		By:	DocuSigned by: Monica Padilla 573EC104110B4C0
Name:	Michael J. Yen	Name:	Monica Padilla
Title:	Confirmations Team Lead	Title:	CEO
Date:	11/13/2024	Date:	11/15/2024

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EEI RESOURCE ADEQUACY CONFIRMATION

This confirmation ("Confirmation") confirms the transaction between NRG Business Marketing LLC ("NBM"), ("Party A") and Silicon Valley Clean Energy Authority ("Party B"), each individually a "Party" and together the "Parties", dated as the last dated signature on the signature page hereto (the "Effective Date"), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product. This Transaction is governed by the Edison Electric Institute Master Power Purchase and Sale Agreement between the Parties dated November 28, 2016 as amended from time to time (the "Master Agreement"). The Master Agreement and this Confirmation, including any applicable appendices, exhibits or amendments hereto, shall be collectively referred to herein as the "Agreement" and shall constitute a single agreement between the Parties with respect to the Transaction. 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.

The terms of the Transaction to which this Confirmation relates are as follows:

Buyer:	NRG Business Marketing LLC	**Seller:**	Silicon Valley Clean Energy Authority

Product:	☐ RAR ☐ Local RAR ☒ Flexible Capacity, as further described in Appendix B
Contract Price ($/kW-month):	As described in Appendix B
Contract Quantity (MW):	As described in Appendix B
Delivery Period:	February 1, 2025 – April 30, 2025, inclusive, as further described in Appendix B
Unit Information:	Described in Appendix B
Payment Terms:	20th Day of the month following the Delivery Period, as further described in Article 3

This Confirmation is subject to the Appendices identified below and attached hereto:
Appendix A – Defined Terms
Appendix B – Product and Unit Information
Appendix C – Notice Information
Appendix D – Planned Outage Schedule

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IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

NRG Business Marketing LLC	**Silicon Valley Clean Energy Authority**
By: Jay Robertson	By: Monica Padilla
Sign:	Sign: DocuSigned by: Monica Padilla 573FC104110B4C0...
Print: Jay Robertson	Print: Monica Padilla
Title: Sr. Director, West Power Trading	Title: CEO
Date: 11/22/2024	Date: 11/20/2024

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ARTICLE 1
TRANSACTION TERMS

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are described on page 1 of this Confirmation and in Appendix B. Appendices A, B, C, and D are incorporated into this Confirmation.

☐ Firm RA Product:

Seller shall provide Buyer 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 Buyer 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 Buyer for penalties or fines pursuant to the terms of Section 2.5.

☒ Contingent Firm RA Product:

Seller shall provide Buyer 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 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 Buyer 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 Buyer 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 Buyer for penalties or fines pursuant to the terms of Section 2.5.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each day of the Delivery Period, Seller shall sell and deliver to Buyer, and Buyer 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 each day of 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

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Product for Buyer, 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, on a timely basis with respect to each applicable day of the Delivery Period, Supply Plans in accordance with the Tariff and CPUC requirements to identify and confirm the Product delivered to Buyer for each day of the Delivery Period. The total amount of Product identified and confirmed for each day of the Delivery Period shall equal the Expected Contract Quantity.

(d) Seller may sell and deliver Product from a Shown Unit that meets the requirements set forth in Appendix B. In no event shall a Shown Unit utilize coal or coal materials as a source of fuel or be a nuclear generating facility. 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 Buyer with the specific information contemplated in Appendix B no later than the Notification Deadline for the Delivery Period.

(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 day of the Delivery Period, 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 Delivery Period.

(f) The Product is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with Buyer's instructions, including Buyer's instructions to withhold all or part of the Expected Contract Quantity from Seller's Supply Plan for any day of the Delivery Period 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) Buyer has elected to submit the Product from the Shown Unit(s) 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 day of the Delivery Period in such amount as instructed by Buyer for the applicable day(s) of the Delivery Period. Seller shall not have failed to deliver the Expected Contract Quantity 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.

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2.2 Adjustments to Contract Quantity

If Seller is providing Contingent Firm RA Product, Seller's obligation to deliver the Contract Quantity for each day of the Delivery Period 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 days of such Planned Outages; provided, (i) Seller notifies Buyer by the Notification Deadline applicable to that day of the Delivery Period of the amount of Product from the Unit that Buyer may include in Buyer's Compliance Showings for each day of 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.

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

2.3 Seller's Option To Provide Alternate Capacity

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

(a) Seller shall notify Buyer in writing of its intent to provide Alternate Capacity and shall identify the Replacement Unit(s) from which such Alternate Capacity shall be provided before the Notification Deadline for such Delivery Period; and

(b) The designation of any Replacement Unit(s) by Seller shall be subject to Buyer's prior written approval, which shall not be unreasonably withheld.

Once Seller has identified in writing any Replacement Units that meet the requirements of this Section 2.3, and Buyer has approved such Replacement Units as consistent with this Confirmation, then any such Replacement Units shall be deemed a Unit for purposes of this Confirmation for that Delivery Period. Buyer's approval of a Replacement Unit as to a given Delivery Period shall not be construed as approval of such Replacement Unit for any subsequent Delivery Period.

2.4 Planned Outages

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

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and Seller shall, to the extent consistent with Prudent Operating Practice, accommodate Buyer's requests regarding the timing of any Seller proposed changes to the Planned Outage Schedule.

2.5 Buyer'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 day of the Delivery Period, Seller shall be liable for damages pursuant to Section 4.1 of the Master Agreement.

(b) Seller shall indemnify, defend and hold harmless Buyer from any penalties, fines or costs, including Environmental Costs, assessed against Buyer 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 shall 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. 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 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.

2.6 Buyer's Re-Sale of Product

(a) Buyer 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. For any such a resale, the Resource Adequacy Plan of Buyer as used herein will refer to the Resource Adequacy Plan of Subsequent Buyer. Seller shall, or shall cause the Shown 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 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 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 Shown Unit's SC to comply with this Confirmation, Seller shall 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 shall notify Seller in writing of any resale of Product and the Subsequent Buyer no later than two (2) Business Days before the Notification Deadline for each Delivery Period for which Buyer has resold Product. Buyer shall notify Seller of any subsequent changes or further resales no later than two (2) Business Days before the Notification Deadline for the Delivery Period.

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(c) If CAISO or CPUC develops a centralized capacity market, Buyer shall have the exclusive right to direct the Seller or the Unit's SC to offer, bid, or otherwise submit the Expected Contract Quantity for re-sale into such market, and Seller and the Unit's SC shall comply with the Buyer's direction and Buyer shall retain and receive all revenues from such re-sale.

(d) Buyer shall have the exclusive right to direct the Seller or the Unit's SC to offer, bid, or otherwise submit the Expected Contract Quantity into the CAISO Competitive Solicitation Process (CSP) for CPM Capacity. Seller and the Unit's SC shall comply with the Buyer's direction and, to the extent that the CAISO designates the Expected Contract Quantity as CPM Capacity, Buyer shall be entitled to retain and receive the CPM Capacity Payment. Unless otherwise instructed by Buyer, (i) Seller shall not, and shall cause the Unit's SC to not, offer any portion of the Expected Contract Quantity to CAISO as CPM Capacity and (ii) if CAISO designates any portion of the Contract Capacity as CPM Capacity, then Seller shall, and shall cause the Unit's SC to, promptly (and in any event within one (1) Business Day of the time Seller receives notification from CAISO) notify Buyer of such designation, and if CAISO makes such a designation, Seller shall not, and shall cause the Unit's SC to not, accept any such designation by CAISO unless and until Buyer has agreed to accept such designation.

(e) Notwithstanding any provisions herein, Buyer shall not re-sell the Product outside the CAISO.

ARTICLE 3
PAYMENTS

3.1 Payment

After Seller has delivered the Expected Contract Quantity in accordance with Section 2.1 and issued its invoice, Buyer shall pay for the Product as provided in Article Six of the Master Agreement and this Confirmation. Buyer shall make a monthly payment to Seller for each Unit by the later of (i) ten (10) Calendar Days after Buyer's receipt of Seller's invoice or (ii) the twentieth (20^{th}) day of the month after the Delivery Period; provided, however, if such day is not a Business Day then payment shall be made by the following Business Day ("RA Capacity Payment"). Each Unit's RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for the relevant day of the Delivery Period, (b) the Expected Contract Quantity for the day of the Delivery Period, and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the RA Capacity Payment shall be adjusted to reflect any portion of Expected Contract Quantity for the Delivery Period that was not delivered in accordance with Section 2.1 for such Showing Month.

3.2 Allocation of Other Payments and Costs

(a) Seller shall 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. Buyer must

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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 a Subsequent Buyer. 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 Buyer under the Master Agreement.

(b) Buyer 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 Buyer. Seller shall pay to Buyer 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, 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) 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 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. Buyer is not liable for, and Seller shall indemnify and hold Buyer 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 Buyer's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Buyer and Seller shall take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure (a) Buyer's rights to the Expected Contract Quantity for the sole benefit of Buyer or any Subsequent Buyer, and (b) that Buyer 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 and 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 RAR 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

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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 Buyer throughout the Delivery Period that:

(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 the Shown Unit(s);

(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 Buyer; and

(e) Seller has notified or will notify the Shown Unit's SC that Buyer 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 Buyer, along with appropriate documentation supporting the amount of those revenues.

4.4 Market Based Rate Authority

Upon Buyer's written request, Seller shall, in accordance with FERC Order No. 697, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller shall not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

ARTICLE 5
AMENDMENTS TO THE MASTER AGREEMENT; GENERAL PROVISIONS

5.1 Termination Payment

For this Transaction, the following is inserted at the end Section 5.2 of the Master Agreement:

"If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Buyer or a Subsequent Buyer is not able to include the applicable Expected Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Buyer may, in good faith,

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estimate the amount of those penalties, fines or costs and include the estimate in its calculation of the Settlement Amount, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Buyer's estimate exceeds the actual amount of penalties, fines or costs, Buyer must promptly remit to Seller the excess amount with interest in accordance with Section 6.2 of the Master 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."

5.2 Confidentiality

Notwithstanding anything in the Master Agreement:

(a) Buyer may disclose information as necessary in order to support its Compliance Showings or otherwise show it has met its Compliance Obligations;

(b) Seller may disclose as necessary to a Shown Unit's SC or as necessary for submitting Supply Plans;

(c) Each Party may disclose information as necessary to the independent evaluator or other administrator of any competitive solicitation process of Buyer, which in turn may disclose such information as necessary to CAISO or any Governmental Body; and

(d) Buyer may disclose information to any Subsequent Buyer.

5.3 Dodd-Frank Act

Each Party represents and warrants to the other that it is an "eligible contract participant" within the meaning of the United States Commodity Exchange Act §1a(18). 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).

5.4 Change in Law

If any action by the CPUC, CAISO or any Governmental Body having jurisdiction results in any change in applicable law occurring after the Confirmation Effective Date that (i) materially changes Buyer'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 requirements for Resource Adequacy Requirements such that the Product can no longer be counted towards Buyer's

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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 Product sold hereunder in order to maintain the original intent of the Parties under this Confirmation. If the Change in Law results in the Product no longer being able to be counted towards Buyer's Resource Adequacy Requirements, and the Parties have not reached agreement within thirty (30) days after the initiation of discussions regarding the Change in Law on amendments that would allow the Product to be able to be counted towards Buyer's Resource Adequacy Requirements, Buyer may terminate this Confirmation upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, subject to payment of any amounts owing as of the effective date of such termination.

5.5 Governing Law

This Confirmation, including the provisions and requirements of the Tariff and the definition of the Product and its components, and any portion of the Master Agreement applicable to this Transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof.

5.6 Credit and Collateral

Except as provided in the Master Agreement, neither Party shall be required to post collateral or other security for this Transaction.

5.7 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, 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.

5.8 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 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.

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APPENDIX A
DEFINED TERMS

"Alternate Capacity" means replacement Product which Seller has elected to provide to Buyer 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 Showings" means the applicable LSE's compliance with the Resource Adequacy Requirements of the CPUC for an applicable Delivery Period.

"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 the Resource Adequacy Requirements.

"Delivery Period" means the period specified in Appendix B during which Seller shall deliver the Product to Buyer.

"Effective Flexible Capacity" has the meaning given in the CAISO Tariff.

"Environmental Costs" means (i) costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, (ii) the Product's compliance with all applicable environmental laws, rules, and regulations, including capital costs for pollution mitigation or installation of emissions control equipment required to permit or license the Product, (iii) all operating and maintenance costs for operation of pollution mitigation or control equipment, (iv) costs of permit maintenance fees and emission fees as applicable, (v) the costs of all emission reductions that have been authorized by a local air pollution control district or emissions trading credits or units pursuant to the California Health & Safety Code, market based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, authorizations to emit sulfur dioxide and oxides of nitrogen by the Environmental Protection Agency, and any costs related to greenhouse gas emissions required by any applicable environmental laws, rules, regulations, or permits to operate, and (vi) costs associated with the disposal, clean-up, decontamination or remediation, on or off site, of hazardous substances.

"Expected Contract Quantity" means, with respect to any particular day 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 as Alternate Capacity with respect to such day, and (b) for Contingent Firm RA Product, the Contract Quantity of Product, including the amount of Contract Quantity of Product that Seller has elected to provide as Alternate Capacity with respect to such day, less any reductions to Contract Quantity for such day consistent with Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

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

"Flexible Capacity" or "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.

"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.

"Net Qualifying Capacity" has the meaning given in the CAISO Tariff.

"Notification Deadline" is five (5) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month, or three (3) Business Days before the relevant deadlines for the corresponding Compliance Showings for the Delivery Period, if applicable.

"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, Local RAR and/or FCR for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications described on page 1 of this Confirmation and contained in Appendix B.

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"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.

"Replacement Unit" means a generating unit meeting the requirements specified in Section 2.3.

"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.

"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, but not necessarily identified by Seller to Buyer on the Effective 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. A Unit may not be a nuclear or coal-fired generating facility.

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APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☐ RAR ☐ Local RAR ☒Flexible Capacity

and all Capacity Attributes related to such Product.

Delivery Period: February 1, 2025 to April 30, 2025 inclusive.

Contract Quantity and Contract Price:

Contract Month/Year	RAR Contract Quantity (MWs)	RA Capacity Price ($/kW-month)
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Unit Information

Name	Victory Pass Solar BESS
Location	Riverside County, CA
CAISO Resource ID	VICPAS_2_VPSBT1
Product Type (Flexible or Generic)	Flexible
SCID of Resource	TS46
Resource Type	BESS
Point of Interconnection with the CAISO Controlled Grid ("Substation")	NA
Flexible RAR Category (1, 2 or 3)	2
Path 26 (North, South or None)	South
LAR Attributes (Yes or No)	No
Local Capacity Area (if any, as of Confirmation Effective Date)	CAISO System
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	None
Run Hour Restrictions	None

APPENDIX C
NOTICE INFORMATION

Party A: **NRG Business Marketing LLC**	Party B: **Silicon Valley Clean Energy Authority**
All notice information for Party A will be as set forth on the Cover Sheet to the Master Agreement unless otherwise set forth below.	**All notice information for Party B will be as set forth on the Cover Sheet to the Master Agreement unless otherwise set forth below.**
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[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