



Tina Walia, Chair
City of Saratoga

George Tyson, Vice Chair
Town of Los Altos Hills

Elliot Scozzola
City of Campbell

Sheila Mohan
City of Cupertino

Zach Hilton
City of Gilroy

Sally Meadows
City of Los Altos

Rob Rennie
Town of Los Gatos

Evelyn Chua
City of Milpitas

Bryan Mekechuk
City of Monte Sereno

Yvonne Martinez Beltran
City of Morgan Hill

Pat Showalter
City of Mountain View

Larry Klein
City of Sunnyvale

Otto Lee
County of Santa Clara

svcleanenergy.org

333 W El Camino Real
Suite 330
Sunnyvale, CA 94087

Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, April 10, 2024
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Administrative Conference Room, Gilroy City Hall
7351 Rosanna St.
Gilroy, CA 95020

1101 Sunset Dr.
Broomfield, CO 80020

Teleconference Meeting
Webinar:

<https://cityofcupertino.zoom.us/j/91281015012>

Telephone (Audio Only):
US: +1 669-900-6833
Webinar ID: 912 8101 5012

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



Tina Walia, Chair
City of Saratoga

contact Board Clerk Andrea Pizano at Andrea.Pizano@svcleanenergy.org prior to the meeting for assistance.

AGENDA

George Tyson, Vice Chair
Town of Los Altos Hills

Call to Order

Elliot Scozzola
City of Campbell

Roll Call

Sheila Mohan
City of Cupertino

Public Comment on Matters Not Listed on the Agenda

Zach Hilton
City of Gilroy

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.

Sally Meadows
City of Los Altos

Rob Rennie
Town of Los Gatos

Consent Calendar (Action)

Evelyn Chua
City of Milpitas

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

Bryan Mekechuk
City of Monte Sereno

1b) Receive February 2024 Treasurer Report

Yvonne Martinez Beltran
City of Morgan Hill

1c) Adopt Resolution Approving Amended Conflict of Interest Code to Amend Two Position Titles and Add Position of Director of Regulatory, Policy and Planning

Pat Showalter
City of Mountain View

1d) Authorize the Chief Executive Officer to Execute a Three-Year Agreement with Bellawatt for the SVCE eHub, Online Customer Resource Center for a Total Not-to-Exceed \$667,500

Larry Klein
City of Sunnyvale

1e) Authorize the Chief Executive Officer to Execute Agreement Amendment with ev.energy for GridShift: EV Charging Program to Add \$250,000 For an Additional One-Year Term

Otto Lee
County of Santa Clara

1f) Approve Resolution Authorizing the Chief Executive Officer to Execute Master Agreement with Dynasty Power Inc. to Enable the Execution of Energy Transactions

svcleanenergy.org

1g) Receive Update on the California Electric Vehicle Infrastructure Project 1.0 (CALeVIP) Program Budget Reallocation

333 W El Camino Real
Suite 330
Sunnyvale, CA 94087

1h) Receive Updates to Street Light (SL) and Traffic Control (TC) Rate Components

1i) California Community Power Report



Tina Walia, Chair
City of Saratoga

1j) Additional Committee Reports

George Tyson, Vice Chair
Town of Los Altos Hills

Regular Calendar

Elliot Scozzola
City of Campbell

2) CEO Report (Discussion)

Sheila Mohan
City of Cupertino

3) Study Session: Decarbonization Programs and Policy Overview of Residential Electric Vehicles and Charging (Discussion)

4) Study Session: Update on Load Forecasting Efforts (Discussion)

5) Building Electrification Policy Update (Informational)

Zach Hilton
City of Gilroy

Board Member Announcements and Direction on Future Agenda Items

Sally Meadows
City of Los Altos

Rob Rennie
Town of Los Gatos

Adjourn

Evelyn Chua
City of Milpitas

Bryan Mekechuk
City of Monte Sereno

Yvonne Martinez Beltran
City of Morgan Hill

Pat Showalter
City of Mountain View

Larry Klein
City of Sunnyvale

Otto Lee
County of Santa Clara

svcleanenergy.org

333 W El Camino Real
Suite 330
Sunnyvale, CA 94087

SVCE GLOSSARY OF TERMS

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

C&I – Commercial and Industrial – Business customers

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

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

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

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

CEC – California Energy Commission

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

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

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

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

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

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

DER – Distributed Energy Resource – A small-scale unit of power generation that operates locally and is connected to a larger power grid at the distribution level.

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

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

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

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

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

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

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

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

IRA – Inflation Reduction Act

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

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

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

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

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

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

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

- MMT – Million Metric Tonnes** – Common unit of measurement in regulatory and policy space for California’s GHG emissions.
- MAWG** – Member Agency Working Group, a group of PIOs from SVCE’s member communities that gather monthly
- MW – Megawatt** – measure of power. A megawatt equals 1,000 kilowatts or 1 million watts.
- MWh – Megawatt-hour** – measure of energy
- NEM – Net Energy Metering** – A program in which solar customers receive credit for excess electricity generated by solar panels. The main differences between NEM and FIT programs are the type of rate (flat vs. dependent on time-of-day generation), number of meters required (two vs. one), and flexibility (long-term contract vs. non-binding program enrollment).
- PCC1 – RPS Portfolio Content Category 1** – Bundled renewables where the energy and REC are dynamically scheduled into a California Balancing Authority (CBA) such as the CAISO. Also known as “in-state” renewables
- PCC2 – RPS Portfolio Content Category 2** – Bundled renewables where the energy and REC are from out-of-state and not dynamically scheduled to a CBA.
- PCC3 – RPS Portfolio Content Category 3** – Unbundled RECPSPS – **Public Safety Power Shutoff** – An event in which the IOUs purposely turn off segments of the grid due to high risk of ignition and wildfires.
- PCIA or “exit fee”** – Power Charge Indifference Adjustment (PCIA) is an “exit fee” based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers of CCAs and paid to the IOU that lost those customers as a result of the formation of a CCA.
- Power Content Label (PCL)** – A user-friendly way of displaying information to California consumers about the energy resources used to generate the electricity they sell, as required by AB 162 (Statute of 2009) and Senate Bill 1305 (Statutes of 1997).
- PPA – Power Purchase Agreement** – A contract used to purchase the energy, capacity and attributes from a renewable resource project.
- Prepay** – payment in advance by a municipal utility for a number of years of contracted energy, and this prepayment with tax-exempt debt
- RA – Resource Adequacy** – Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities—both independently owned utilities and electric service providers—to demonstrate in both monthly and annual filings that they have purchased capacity commitments to contribute their share of system reliability. Today LSEs must procure no less than 115% of the peak hour load. In 2023 and 2024, this will increase to 116% and 117% respectively. Beginning in 2025 a new RA program will be implemented requiring LSEs show capacity to meet their hourly reliability needs, the “PRM” adder is still undetermined.
- RE – Renewable Energy** – Energy from a source that is not depleted when used, such as wind or solar power.
- REC – Renewable Energy Certificate** – A REC is the property right to the environmental benefits associated with generating renewable electricity. For instance, homeowners who generate solar electricity are credited with 1 solar REC for every MWh of electricity they produce. Utilities obligated to fulfill an RPS requirement can purchase these RECs on the open market.
- RPS – Renewable Portfolio Standard** – Law that requires CA utilities and other load serving entities (including CCAs) to provide an escalating percentage of CA qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

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

SMUD – Sacramento Municipality Utility District

SCE – Southern California Edison

SDG&E – San Diego Gas & Electric

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

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

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

VPP – Virtual Power Plant – A cloud-based energy supply made up of a collection of an aggregation of distributed energy resources (DERs), such as smart EV chargers, smart thermostats, building energy management systems, battery storage systems, solar PV and smart inverters.

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



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

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

DRAFT MEETING MINUTES

Call to Order:

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

Roll Call

Present:

Tina Walia (Chair), Saratoga
George Tyson (Vice Chair), Los Altos Hills
Elliot Scozzola, Campbell
Sheila Mohan, Cupertino
Zach Hilton, Gilroy
Sally Meadows, Los Altos
Maria Ristow, Los Gatos
Evelyn Chua, Milpitas
Burton Craig, Monte Sereno
Tanya Carothers, Morgan Hill
Margaret Abe-Koga, Mountain View
Larry Klein, Sunnyvale
Otto Lee, Santa Clara County

Absent:

None

Public Comment on Matters Not Listed on the Agenda

No speakers.

Acknowledge CEO Girish Balachandran and Adopt Resolution Commending His Leadership as SVCE's Chief Executive Officer

Chair Walia thanked CEO Girish Balachandran for his six years of service as Chief Executive Officer of SVCE.

Director Lee expressed his appreciation for CEO Balachandran's leadership and presented CEO Balachandran with a commendation from the Santa Clara County Board of Supervisors.

Board members shared their gratitude and thanks to CEO Balachandran for his leadership.

Chair Walia opened Public Comment.

No speakers.

Chair Walia closed Public Comment.

MOTION: Alternate Director Abe-Koga moved and Director Lee seconded the motion to adopt Resolution 2024-03 Commending Girish Balachandran for his leadership as SVCE's Chief Executive Officer.

The motion carried unanimously with all board members present.

Consent Calendar

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

- 1a) Approve Minutes of the February 14, 2024, Board of Directors Meeting
- 1b) Receive January 2024 Treasurer Report
- 1c) Authorize the Chief Executive Officer to Execute a Three-Year Agreement with Tenaska Power Services for Scheduling Coordinator Services for Management and Monitoring of Generation in CAISOs Markets and All Future Annual Renewals for An Initial Agreement Not-to-Exceed \$1,700,000 and Annual Renewal Not-to-Exceed \$566,667
- 1d) Adopt Resolution Authorizing the Chief Executive Officer to Execute Master Agreement with City of Palo Alto to Enable the Execution of Energy Transactions
- 1e) Receive 2023 Silicon Valley Clean Energy and Electrification Awareness Residential Customer Survey Results
- 1f) Adopt SVCE's Load Management Standards Compliance Plan
- 1g) Executive Committee Report
- 1h) Finance and Administration Committee Report
- 1i) Audit Committee Report
- 1j) California Community Power Report
- 1k) Legislative Response to Industry Transition 2024 Ad Hoc Committee Report

MOTION: Director Klein moved and Alternate Director Abe-Koga seconded the motion to approve the Consent Calendar, Items 1a through 1k.

The motion carried unanimously with all members present.

Regular Calendar

2) CEO Report (Discussion)

CEO Girish Balachandran thanked the SVCE Board for their support in his retirement send-off, and addressed the following in his report:

- 1) Introduction to SVCE's newest team members: 1) David Hicks, Data Engineer, and 2) Kaila Kiefer, Decarbonization Fellow; both provided brief comments.

3) Receive Audit Results and Accept the Findings from Independent Auditor (Action)

Amrit Singh, CFO and Director of Administrative Services, introduced the item and Kellin Gilbert of Pistenti and Brinker, LLP. Mr. Gilbert presented the audit results of the current year audit, which was a "clean" audit opinion; reviewed roles and responsibilities of management and the auditor; reviewed audit procedures; and outlined required board communications.

Director Mohan, speaking on behalf of the Audit Committee as the committee's Vice Chair, reported the Audit Committee met February 29, 2024 and discussed the preliminary audit results. At that meeting, the committee unanimously voted to recommend the SVCE Board of Directors accept the audit report and its findings.

Chair Walia opened Public Comment.

No speakers.

Chair Walia closed Public Comment.

MOTION: Director Chua moved and Vice Chair Tyson seconded the motion to accept the Year-End Financial Statements and Independent Auditor's Report for FY 2022-23.

The motion carried unanimously with all members present.

4) Adopt Resolution Approving the Mid-Year 2023-24 Adjusted Operating Budget (Action)

CFO and Director of Administrative Services Singh presented the mid-year 2023-24 adjusted operating budget, which projects contributing \$112.6 million to the reserves, for the Board's consideration and reviewed the following:

- Budget timeline
- Changes Since the Adoption of the Adjusted Budget in December
- Mid-year and Adjusted Budget Key Line Items
- 5-yr Reserve Projections; and
- Staffing Update

CFO and Director of Administrative Services Singh responded to board member questions regarding hedging, PG&E rate increases, and SVCE's discount and what is reflected in the budget.

Chair Walia opened Public Comment.

Bruce Karney commented on the Power Charge Indifference Adjustment (PCIA), and noted he would like to know what a roadmap to a zero PCIA would look like, and hoped staff would be requested to develop the forecast.

Chair Walia closed Public Comment.

MOTION: Director Lee moved and Director Scozzola seconded the motion to approve the mid-year 2023-24 Adjusted Operating Budget by adoption of Resolution 2024-05.

The motion carried unanimously with all members present.

5) Adopt Resolution Approving Funding Allocations for Decarbonization Programs (Action)

Justin Zagunis, Director of Decarbonization Programs and Policy, presented a request for the SVCE Board of Directors to approve initial funding allocations and details for the following programs:

- Expanded single family home electrification (renters, lower costs)
- Customer awareness (experiential and marketing)
- E-mobility incentives
- C&I projects
- Workforce
- Other

Director of Decarbonization Programs and Policy Zagunis reviewed objectives for each program and impacts, in addition to the planned allocation.

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

MOTION: Director Klein moved and Director Lee seconded the motion to adopt Resolution 2024-06 approving funding allocations for decarbonization programs as presented below by staff.

Allocation Category	Planned Program Elements	Allocation
Expanded single family home electrification (renters, lower costs, etc.)	<ul style="list-style-type: none"> No-cost installs for income-qualified “Turnkey” installs using SVCE-selected contractor, with customer co-payment Emergency water heater replacement that supports electrification Aggregating projects to test electrification of entire neighborhoods at once Support for portable, window-unit heat pumps 	+\$16.00M
Customer awareness (experiential and marketing)	<ul style="list-style-type: none"> Grants for community-specific projects and programs supporting decarbonization to agencies and local organizations Updated online resources in SVCE’s eHub Funds for marketing current and upcoming programs to increase uptake 	+\$11.50M
E-mobility incentives	<ul style="list-style-type: none"> Income-qualified electric vehicle (EV) rebates and education activities Income-qualified e-bike incentives 	+\$2.00M
Workforce	<ul style="list-style-type: none"> Enhance regional electrification workforce efforts in partnership with local initiatives and stakeholders 	+\$1.30M
Commercial and Industrial (C&I) projects	<ul style="list-style-type: none"> Technical support and decarbonization incentives for C&I customers 	+\$2.00M
Other	<ul style="list-style-type: none"> Support demand flexibility (and virtual power plant) enrollment and responsiveness Third-party evaluation of new programs 	+\$0.75M
TOTAL		+\$33.55M

The motion carried unanimously with all members present.

6) Authorize the Chief Executive Officer to Execute an Agreement with Franklin Energy Services, LLC for Program Design and Implementation Support Services of a Single-Family Residential Installation Program for a Period of Three Years and a Not-to-Exceed Amount of \$14 million (Action)

Director of Decarbonization Programs and Policy Zagunis and Leanna Huynh, Senior Community Programs Specialist, presented a request for the Board of Directors to approve an agreement with Franklin Energy Services, LLC to deploy the Single-family Home Installation program.

Staff responded to board member questions and comments regarding the scope of the agreement and partnership with Peninsula Clean Energy, a request to develop videos to show how program processes work, and communication with contractors.

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

MOTION: Director Klein moved and Director Scozzola seconded the motion to authorize the Chief Executive Officer to execute an agreement with Franklin Energy Services, LLC with non-substantive changes approved by the CEO and subject to final review and approval by General Counsel.

The motion carried unanimously with all members present.

Board Member Announcements and Future Agenda Items

Director Klein announced an invite to the City of Sunnyvale's City Hall grand opening of the six acres of open space around City Hall on earth day, April 20, 2024 from 11:00 a.m. to 3:00 p.m.

Chair Walia announced she, along with Director Martinez Beltran, attended CalCCA's Lobby Day and thanked SVCE's Director of Government and Legislative Affairs Bena Chang.

Adjourn

Chair Walia adjourned the meeting thanking CEO Balachandran for his stellar leadership and great service at 8:51 p.m.

ATTEST:

Andrea Pizano, Board Secretary



TREASURER REPORT

**Fiscal Year to Date
As of February 29, 2024**

(Preliminary & Unaudited)

Issue Date: April 10, 2024

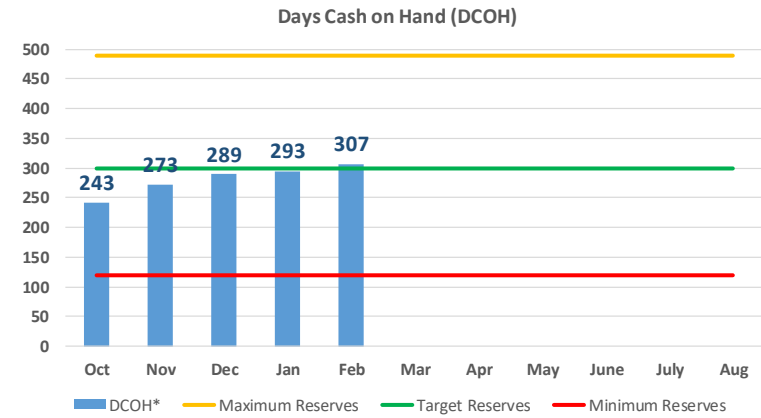
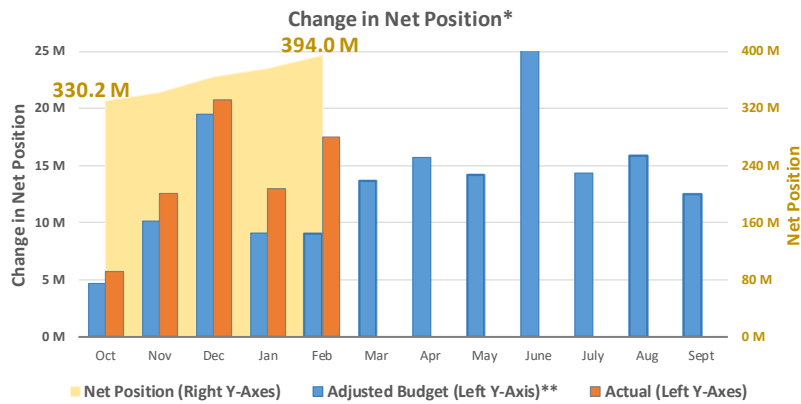
Table of Contents

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

SILICON VALLEY CLEAN ENERGY AUTHORITY Financial Statement Highlights* (\$ in millions) February 29, 2024

Balance Sheet Highlights:

- > SVCE operations resulted in a change in net position of \$17.5 million for the month of February and \$69.4 million for fiscal-year-to-date (FYTD)*
- > Total Net Position increased further to \$394 million.
- > SVCE is investing ~96.5% of available funds generating FYTD interest/dividend income of over \$9 million.



*Does not yet recognize unspent program dollars

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

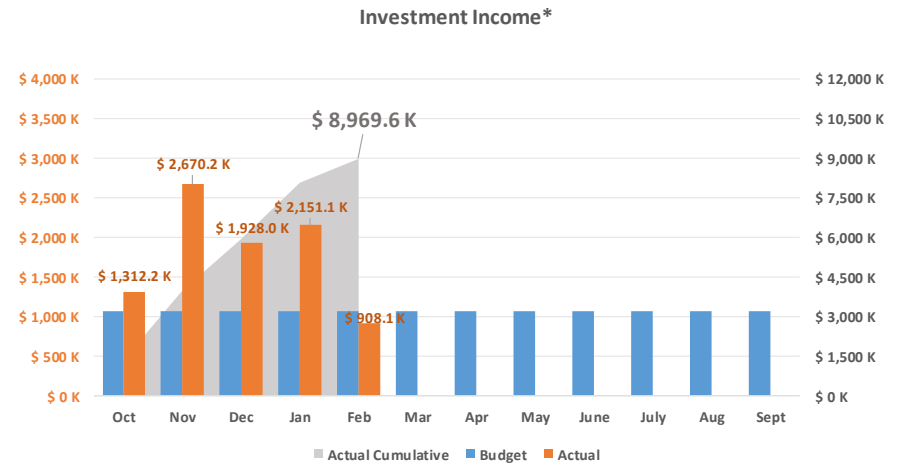
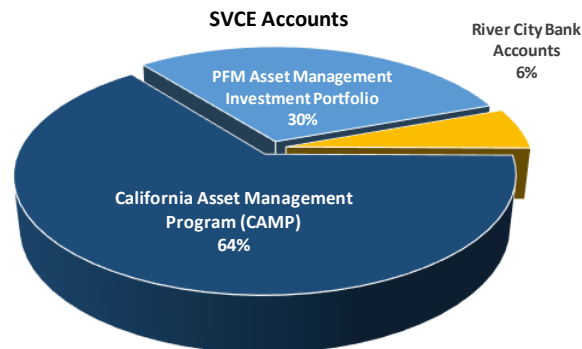
*Adjusted to reflect the Mid-Year Budget (approved in March 2024) revisions

SVCE Yield-bearing Accounts:

Combined Ending Balance*	362.7 M
Total Interest/Div. Earned FYTD	9.0 M
Average Return On Investments	5.3%

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

** Average annualized Yield for the current month



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

SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights (\$ in millions)**
February 29, 2024

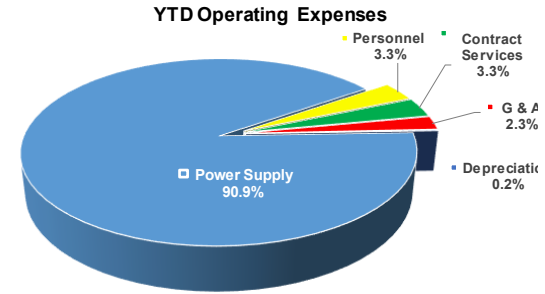
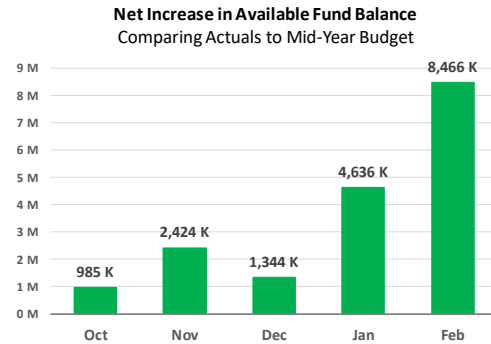
Summary of Actual Results vs. Adjusted Budget (includes allocated but unspent program dollars):

- > FYTD operating margin of \$74.2million or 35.2% is above the Mid-Year budget expectations of 30.5% operating margin for the fiscal year to date.
- > FYTD Power Supply costs are -5.1% below Mid-Year budget.
- > Retail GWh sales for the month of February and FYTD landed 2.8% and 0.4 % above Mid-Year budget respectively.

Variance Explanation:

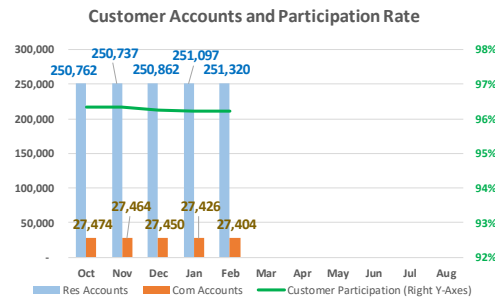
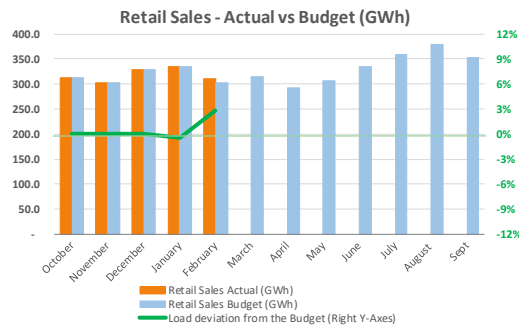
October - December - mainly reflects lower operating expenses and higher investment income as revenue and power supply cost were actualized during the Mid-Year budgeting.

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



\$ in thousands	February			Fiscal YTD			Main Drivers:
	Actual	MY Budget	% Dif	Actual	MY Budget	% Dif	
Revenue	43.7 M	42.4 M	2.9%	210.8 M	207.0 M	1.8%	• 2.8% higher than budgeted customer load for February.
Power Supply Cost	24.3 M	30.9 M	-21.5%	136.5 M	143.8 M	-5.1%	• Lower costs on SVCE's net open position, environmental products and resource adequacy.
Operating Margin	19.4 M	11.5 M	68.2%	74.2 M	63.2 M	17.5%	
Operating Expenses (ex Power)	2.1 M	2.8 M	-25.2%	10.3 M	12.7 M	-19.4%	• Staffing vacancies, underunning professional services, and lower marketing expenses
Other Non-Op. Expen. (Income)	-1.0 M	-1.1 M	-9.8%	45.7 M	50.0 M	-8.7%	• Reflects higher Interest Income
Net Increase in Available Fund Balance	18.3 M	9.8 M	86.1%	18.3 M	0.4 M	4196.2%	• Reflects budgetary transfers to program funds

Customer Load Statistics:



Total Accounts	278,724
Opt-Out Accounts (Month)	102
Opt-Out Accounts (FYTD)	311
Opt-Up Accounts (Month)	(11)
Opt-Up Accounts (FYTD)	(65)

Program Funds:

	Beginning Balance	End Balance	YTD Contributions	YTD Expenditures
General Program Fund	\$ 56,617,120	\$ 85,018,809	\$ 31,062,000	\$ 2,660,311
CRCR Fund*	\$ 5,483,032	\$ 9,039,642	\$ 4,300,000	\$ 1,433,640
Electrification Discount Fund	\$ 9,446,460	\$ 9,338,142	\$ -	\$ 108,318
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 February 29, 2024

ASSETS

Current Assets

Cash & Cash Equivalents	\$ 266,073,100
Accounts Receivable, net of allowance	40,795,281
Investments	37,758,443
Accrued Revenue	27,455,837
Other Receivables	2,861,815
Prepaid Expenses	2,410,699
Deposits	8,950,298
Restricted cash	165,402

Total Current Assets **386,470,875**

Noncurrent assets

Capital assets, net of depreciation	400,611
Investments	74,808,779
Lease asset, net of amortization	642,000
Deposits	45,130

Total Noncurrent Assets **75,896,520**

Total Assets **462,367,395**

LIABILITIES

Current Liabilities

Accounts Payable	1,845,516
Accrued Cost of Electricity	36,112,244
Other accrued liabilities	2,192,475
User Taxes and Energy Surcharges due to other gov'ts	1,392,394
Supplier securit deposits	1,095,000
Lease liability	519,424

Total Current Liabilities **43,157,053**

Noncurrent Liabilities

Supplier security deposits	25,053,125
Lease liability	182,831

Total noncurrent liabilities **25,235,956**

Total Liabilities **68,393,009**

NET POSITION

Net investment in capital assets	340,356
Restricted for security collateral	165,402
Unrestricted (deficit)	393,468,628
Total Net Position	\$ 393,974,386

SILICON VALLEY CLEAN ENERGY AUTHORITY

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

October 1, 2023 through February 29, 2024

OPERATING REVENUES

Electricity Sales, Net	\$ 210,002,692
GreenPrime electricity premium	652,476
Liquidated damages	75,000
Other income	<u>20,690</u>

TOTAL OPERATING REVENUES **210,750,858**

OPERATING EXPENSES

Cost of Electricity	136,533,451
Contract services	5,032,836
Staff compensation and benefits	4,948,405
Other operating expenses	3,458,016
Depreciation	<u>265,327</u>

TOTAL OPERATING EXPENSES **150,238,035**

OPERATING INCOME(LOSS) **60,512,823**

NONOPERATING REVENUES (EXPENSES)

Interest Income	8,969,564
Financing costs	<u>(43,816)</u>

TOTAL NONOPERATING REVENUES (EXPENSES) **8,925,748**

CHANGE IN NET POSITION

	69,438,571
Net Position at beginning of period	<u>324,535,815</u>
Net Position at end of period	<u>\$ 393,974,386</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2023 through February 29, 2024

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 226,263,503
Receipts of security deposits	26,260,840
Other operating receipts	11,190
Payments to suppliers for electricity	(186,432,407)
Payments for other goods and services	(9,777,176)
Payments for staff compensation and benefits	(4,905,764)
Tax and surcharge payments to other governments	(3,872,342)
Net cash provided (used) by operating activities	<u>47,547,844</u>

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

Finance costs paid	<u>(43,816)</u>
Net cash provided (used) by financing activities	<u>(43,816)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments of lease liability	(216,175)
Acquisition of capital assets	<u>(59,079)</u>
Net cash provided (used) by capital and related financing activities	<u>(275,254)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of investments	(43,083,913)
Proceeds from investment sales	23,309,976
Investment income received	<u>8,089,160</u>
Net cash provided (used) by investing activities	<u>(11,684,777)</u>

Net change in cash and cash equivalents	35,543,997
Cash and cash equivalents at beginning of year	<u>230,694,505</u>
Cash and cash equivalents at end of period	<u>\$ 266,238,502</u>

Reconciliation to the Statement of Net Position

Cash and cash equivalents (unrestricted)	\$ 266,073,100
Restricted cash	<u>165,402</u>
Cash and cash equivalents	<u>\$ 266,238,502</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)
October 1, 2023 through February 29, 2024

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

Operating Income (loss)	\$ 60,512,823
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	265,327
(Increase) decrease in accounts receivable	9,094,112
(Increase) decrease in other receivables	1,697,348
(Increase) decrease in accrued revenue	2,976,285
(Increase) decrease in prepaid expenses	(1,057,522)
(Increase) decrease in current deposits	16,652,181
Increase (decrease) in accounts payable	(1,001,722)
Increase (decrease) in accrued cost of electricity	(45,469,714)
Increase (decrease) in accrued liabilities	(11,169)
Increase (decrease) in energy settlements payable	2,977,426
Increase (decrease) in taxes and surcharges due to other governments	(334,406)
Increase (decrease) in supplier security deposits	1,246,875
Net cash provided (used) by operating activities	<u>\$ 47,547,844</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through February 29, 2024

	FYTD <u>Actual</u>	FYTD <u>Mid-Year Budget</u>	Variance \$	%	FY 2023-24 <u>Mid-Year Budget</u>	FY 2023-24 <u>Remaining Budget</u>
OPERATING REVENUES						
Energy Sales	\$210,002,692	\$206,332,346	\$3,670,346	1.8%	\$550,852,000	\$340,849,308
Green Prime Premium	652,476	660,586	-\$8,110	-1.2%	1,962,000	1,309,524
Other Income	95,690	20,833	74,857	359.3%	50,000	(45,690)
TOTAL OPERATING REVENUES	210,750,858	207,013,765	3,737,093	1.8%	552,864,000	342,113,142
ENERGY EXPENSES						
Power Supply	136,533,451	143,846,361	(7,312,910)	-5%	365,617,000	229,083,549
Operating Margin	74,217,407	63,167,404	11,050,003	17%	187,247,000	113,029,593
OPERATING EXPENSES						
Data Management	1,293,530	1,421,875	(128,345)	-9%	3,413,000	2,119,470
PG&E Fees	497,916	612,500	(114,584)	-19%	1,470,000	972,084
Salaries & Benefits	4,948,405	5,510,865	(562,460)	-10%	14,818,000	9,869,595
Professional Services	1,794,948	3,421,031	(1,626,083)	-48%	8,210,000	6,415,052
Marketing & Promotions	360,672	520,625	(159,953)	-31%	1,250,000	889,328
Notifications	115,764	131,250	(15,486)	-12%	315,000	199,236
Lease	220,413	229,688	(9,275)	-4%	551,000	330,587
General & Administrative	1,020,083	871,369	148,714	17%	2,091,000	1,070,917
TOTAL OPERATING EXPENSES	10,251,731	12,719,203	(2,467,472)	-19%	32,118,000	21,866,269
OPERATING INCOME/(LOSS)	63,965,676	50,448,201	13,517,475	27%	155,129,000	91,163,324
NON-OPERATING REVENUES						
Investment Income	8,969,564	5,361,361	3,608,203	67%	12,867,000	3,897,436
TOTAL NON-OPERATING REVENUES	8,969,564	5,361,361	3,608,203	67%	12,867,000	3,897,436
NON-OPERATING EXPENSES						
Financing	36,607	1,250	35,357	2829%	3,000	(33,607)
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	55,612	20,833	34,779	167%	50,000	(5,612)
Transfer to Programs Fund	28,874,000	28,874,000	-	0%	28,874,000	-
Nuclear Allocation	2,188,000	2,188,000	-	0%	2,188,000	-
Transfer to Building Fund	20,000,000	20,000,000	-	-	20,000,000	-
Transfer to CRCR Fund	4,300,000	4,300,000	-	0%	4,300,000	-
Transfer from Electrification Discount Fund	(108,318)	-	(108,318)	n/a	-	108,318
Transfer from CRCR Fund - customer bill relief	(690,250)	-	(690,250)	n/a	-	690,250
TOTAL OTHER USES	54,619,044	55,382,833	(763,789)	-1%	55,412,000	792,956
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	\$18,279,589	\$425,479	\$17,854,110	4196%	\$112,581,000	

**SILICON VALLEY CLEAN ENERGY AUTHORITY
GENERAL PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through February 29, 2024**

REVENUE & OTHER SOURCES:	<u>MY BUDGET</u>	<u>ACTUAL</u>	<u>MY BUDGET REMAINING</u>	<u>ACTUAL/ MID-YEAR BUDGET</u>
Transfers in - General Programs	\$ 28,874,000	\$ 28,874,000	\$ -	100.0%
Transfers in - Nuclear Allocation	\$ 2,188,000	\$ 2,188,000	\$ -	100.0%
Total	\$ 31,062,000	\$ 31,062,000	\$ -	
EXPENDITURES & OTHER USES:				
Program expenditures*	27,099,994	2,660,311	24,439,683	9.8%
Net increase (decrease) in fund balance	<u>\$ 3,962,006</u>	<u>\$28,401,689</u>		
Fund balance at beginning of period		<u>56,617,120</u>		
Fund balance at end of period		<u><u>\$85,018,809</u></u>		

**CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE*
October 1, 2023 through February 29, 2024**

REVENUE & OTHER SOURCES:	<u>MY BUDGET</u>	<u>ACTUAL</u>	<u>MY BUDGET REMAINING</u>	<u>ACTUAL/ MID-YEAR BUDGET</u>
Transfer from Operating Fund	\$ 4,300,000	\$ 4,300,000	\$ -	100.0%
EXPENDITURES & OTHER USES:				
Customer bill relief credit	4,300,000	690,250	3,609,750	16.1%
Other program expenditures	3,535,082	743,390	2,791,692	21.0%
Total Program expenditures	<u>7,835,082</u>	<u>1,433,640</u>	<u>6,401,442</u>	
Net increase (decrease) in fund balance	<u>\$ (3,535,082)</u>	<u>3,556,610</u>		
Fund balance at beginning of period		<u>5,483,032</u>		
Fund balance at end of period		<u><u>\$9,039,642</u></u>		

**ELECTRIFICATION DISCOUNT FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through February 29, 2024**

	<u>MY BUDGET</u>	<u>ACTUAL</u>	<u>MY BUDGET REMAINING</u>	<u>ACTUAL/ MID-YEAR BUDGET</u>
REVENUE & OTHER SOURCES:				
Transfer from Operating Fund *	\$ -	\$ -	\$ -	n/a
EXPENDITURES & OTHER USES:				
Program expenditures *	600,000	108,318	491,682	18.1%
Net increase (decrease) in fund balance	<u>\$ (600,000)</u>	<u>(108,318)</u>		
Fund balance at beginning of period		<u>9,446,460</u>		
Fund balance at end of period		<u>\$9,338,142</u>		

**BUILDING FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2023 through February 29, 2024**

	<u>MY BUDGET</u>	<u>ACTUAL</u>	<u>MY BUDGET REMAINING</u>	<u>ACTUAL/ MID-YEAR BUDGET</u>
REVENUE & OTHER SOURCES:				
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	<u>\$ 20,000,000</u>	<u>20,000,000</u>		
Fund balance at beginning of period		<u>-</u>		
Fund balance at end of period		<u>\$20,000,000</u>		

SILICON VALLEY CLEAN ENERGY AUTHORITY
OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2023 through February 29, 2024

Net Increase (decrease) in available fund balance per budgetary comparison schedule	\$	18,279,589
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position		
Subtract depreciation expense		(265,327)
Subtract program expense not in operating budget		(3,403,701)
Add back GASB 87 expenses not in operating budget		208,966
Add back transfer to Program fund	▼	54,563,432
Add back capital asset acquisition		55,612
Change in Net Position		<u>69,438,571</u>

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2023 through February 29, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	YTD
OPERATING REVENUES													
Electricity sales, net	\$ 37,692,603	\$ 39,705,552	\$ 41,967,181	\$ 47,091,508	\$ 43,545,848								\$ 210,002,692
Green electricity premium	136,391	\$ 117,438	\$ 130,927	\$ 144,552	\$ 123,168								652,476
Liquidated damages	-	\$ 75,000	\$ -	\$ -	\$ -								75,000
Other Income	2,500	\$ 4,974	\$ 5,850	\$ 5,050	\$ 2,316								20,690
Total operating revenues	<u>37,831,494</u>	<u>39,902,964</u>	<u>42,103,958</u>	<u>47,241,110</u>	<u>43,671,332</u>	-	-	-	-	-	-	-	<u>210,750,858</u>
OPERATING EXPENSES													
Cost of electricity	31,160,273	\$ 27,896,672	\$ 20,303,980	\$ 32,910,813	\$ 24,261,713								136,533,451
Staff compensation and benefits	910,013	\$ 913,400	\$ 1,028,282	\$ 1,060,468	\$ 1,036,242								4,948,405
Data manager	253,895	\$ 253,378	\$ 253,607	\$ 266,090	\$ 266,560								1,293,530
Service fees - PG&E	98,425	\$ 98,101	\$ 104,757	\$ 98,337	\$ 98,296								497,916
Consultants and other professional fees	541,215	\$ 504,693	\$ 660,992	\$ 742,608	\$ 791,882								3,241,390
Other operating expenses	420,848	\$ 324,106	\$ 862,366	\$ 1,239,599	\$ 611,097								3,458,016
Depreciation	49,996	\$ 56,455	\$ 54,023	\$ 52,427	\$ 52,426								265,327
Total operating expenses	<u>33,434,665</u>	<u>30,046,805</u>	<u>23,268,007</u>	<u>36,370,342</u>	<u>27,118,216</u>	-	-	-	-	-	-	-	<u>150,238,035</u>
Operating income (loss)	<u>4,396,829</u>	<u>9,856,159</u>	<u>18,835,951</u>	<u>10,870,768</u>	<u>16,553,116</u>	-	-	-	-	-	-	-	<u>60,512,823</u>
NONOPERATING REVENUES (EXPENSES)													
Grant income	-	\$ -	\$ -	\$ -	\$ -								-
Interest income	1,312,249	\$ 2,670,244	\$ 1,927,958	\$ 2,151,056	\$ 908,057								8,969,564
Financing costs	(6,183)	\$ (10,369)	\$ (8,950)	\$ (9,232)	\$ (9,082)								(43,816)
Total nonoperating revenues (expenses)	<u>1,306,066</u>	<u>2,659,875</u>	<u>1,919,008</u>	<u>2,141,824</u>	<u>898,975</u>	-	-	-	-	-	-	-	<u>8,925,748</u>
CHANGE IN NET POSITION	\$ 5,702,895	\$ 12,516,034	\$ 20,754,959	\$ 13,012,592	\$ 17,452,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,438,571

**SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2023 through February 29, 2024**

Ending Balance of SVCE Accounts:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	\$ 22,348,341	\$ 32,458,101	\$ 46,012,498	\$ 22,314,142	\$ 21,721,762	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
California Asset Management Program (CAMP)	\$ 196,558,074	\$ 184,428,757	\$ 199,405,498	\$ 232,403,050	\$ 244,368,016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PFM Asset Management Investment Portfolio	\$ 111,782,205	\$ 112,312,183	\$ 113,008,833	\$ 113,738,828	\$ 114,457,217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Ending Balance	\$ 330,688,620	\$ 329,199,041	\$ 358,426,829	\$ 368,456,021	\$ 380,546,996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Return On Investments:

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

Interest Earned

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
River City Bank Accounts	\$ 9,534	\$ 9,534	\$ 11,867	\$ 17,766	\$ 6,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
California Asset Management Program (CAMP)	\$ 830,321	\$ 870,683	\$ 976,741	\$ 997,552	\$ 964,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PFM Asset Management Investment Portfolio *	\$ 1,112,927	\$ 529,978	\$ 696,650	\$ 729,995	\$ 718,389	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Interest and Investment Gains	\$ 1,952,782	\$ 1,410,195	\$ 1,685,258	\$ 1,745,313	\$ 1,690,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

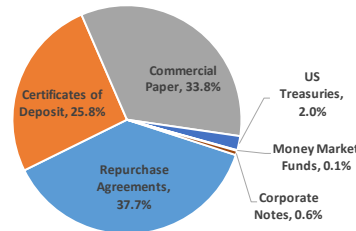
* Includes change in current market value, unsettled trades and accrued interest

CAMP Portfolio Statistics

As of February 29, 2024

Beginning of the Month Market Value	\$ 232,403,050
Ending of The Month Market Value	\$ 244,368,016
Yield at Market	5.50%
Weighted Average Maturity (days)	45

Camp Pool Composition (based on market value)



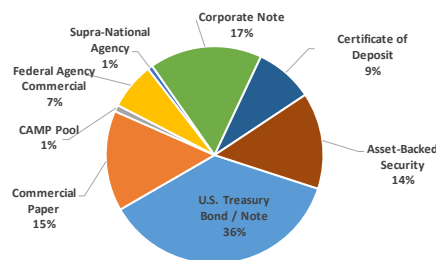
PFM Portfolio Statistics

As of February 29, 2024

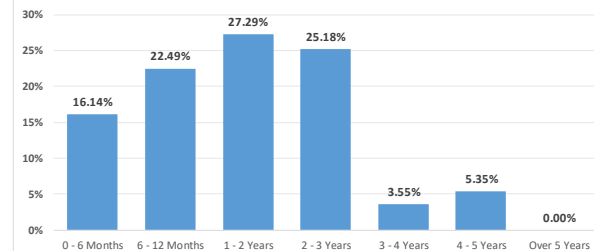
Portfolio Par Value	\$ 114,599,305
Portfolio Market Value (incl. Accrued Interest)	\$ 114,457,217
Yield at Cost	5.28%
Yield at Market	5.05%
Benchmark Yield*	4.81%
Weighted Average Maturity (days)	618

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

SVCE PFM Portfolio Investments



Maturity Distribution



SVCE Investment Policy:

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

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

	October	November	December	January	February	March	April	May	June	July	August	Sept	YTD
Retail Sales Actual (GWh)	312.6	302.5	327.8	334.1	310.1								1,587
Retail Sales Budget (GWh)	312.6	302.5	327.8	335.5	301.7	315.1	291.9	307.2	334.6	359.8	378.7	353.2	1,580
Load deviation from the Budget	0.0%	0.0%	0.0%	-0.4%	2.8%								0.4%
Customer Participation Rate Res	96.3%	96.3%	96.2%	96.2%	96.2%								
Customer Participation Rate Com	96.8%	96.7%	96.6%	96.6%	96.6%								
Total Accounts	278,236	278,201	278,312	278,523	278,724								278,724
Opt-Out Accounts	56	29	51	73	102								311
Opt-Up Accounts	-18	-6	-5	-25	-11								-65

Age Summary (as of 3/1/2024)

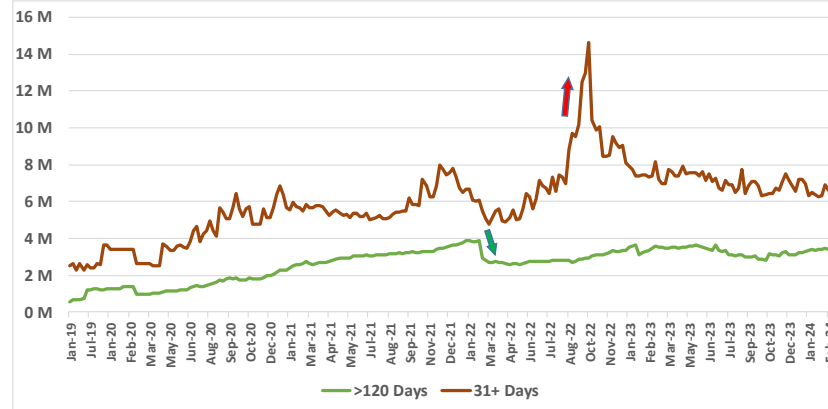
<30 days	\$36,772,139
<60 days	\$2,156,456
<90 days	\$634,448
<120 days	\$607,606
Older	\$3,374,261

Accounts Receivable Days
29 Days
\$43,544,911
TOTAL DUE

Bad Debt % (Budget)
0.90%

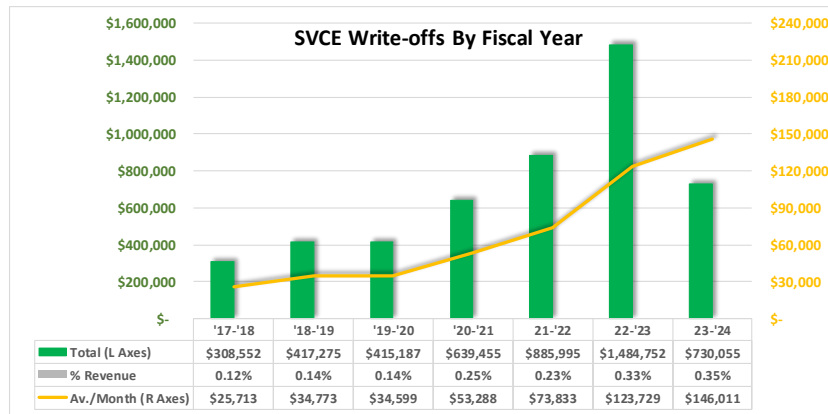
Bad Debt % (Actual) February 2024 FYTD
0.35%

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	\$6.8 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.



Silicon Valley Clean Energy

February, 29 2024

Certificate of Compliance

During the reporting period for the month ended February 29, 2024 the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

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



Managed Account Security Transactions & Interest

For the Month Ending February 29, 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											
	01/24/24	02/05/24	NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/05/2024 4.800% 02/05/2027	63743HFM9	500,000.00	(499,850.00)	0.00	(499,850.00)			
	02/01/24	02/05/24	CREDIT AGRICOLE CIB NY CERT DEPOS DTD 02/05/2024 4.760% 02/01/2027	22536DWD6	850,000.00	(850,000.00)	0.00	(850,000.00)			
	02/05/24	02/08/24	TEXAS INSTRUMENTS CORP NOTES (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	500,000.00	(499,680.00)	0.00	(499,680.00)			
	02/06/24	02/14/24	WOART 2024-A A2A DTD 02/14/2024 5.050% 04/15/2027	98164RAB2	365,000.00	(364,971.42)	0.00	(364,971.42)			
	02/07/24	02/09/24	ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	555,000.00	(554,705.85)	0.00	(554,705.85)			
	02/12/24	02/13/24	CREDIT INDUST ET COMM NY COMM PAPER DTD 02/13/2024 0.000% 11/08/2024	22536LL81	2,250,000.00	(2,164,760.63)	0.00	(2,164,760.63)			
	02/13/24	02/21/24	HAROT 2024-1 A2 DTD 02/21/2024 5.360% 09/15/2026	437918AB1	1,100,000.00	(1,099,898.47)	0.00	(1,099,898.47)			
	02/14/24	02/21/24	KCOT 2024-1A A2 DTD 02/21/2024 5.390% 01/15/2027	50117BAB6	830,000.00	(829,989.13)	0.00	(829,989.13)			
	02/14/24	02/22/24	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 02/22/2024 4.950% 02/20/2026	110122ED6	230,000.00	(229,880.40)	0.00	(229,880.40)			
	02/21/24	02/26/24	ASTRAZENECA FINANCE LLC CORP NOTES (CALL DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	395,000.00	(394,336.40)	0.00	(394,336.40)			
	02/21/24	02/26/24	CISCO SYSTEMS INC CORPORATE NOTES DTD 02/26/2024 4.900% 02/26/2026	17275RBP6	345,000.00	(344,868.90)	0.00	(344,868.90)			
	02/21/24	03/01/24	WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3	925,000.00	(924,748.96)	0.00	(924,748.96)			
Transaction Type Sub-Total					8,845,000.00	(8,757,690.16)	0.00	(8,757,690.16)			
INTEREST											



Managed Account Security Transactions & Interest

For the Month Ending February 29, 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											
	02/01/24	02/01/24	INTER-AMERICAN DEVEL BK NOTES DTD 12/12/2023 4.375% 02/01/2027	4581X0EM6	850,000.00	0.00	5,061.63	5,061.63			
	02/01/24	02/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	750,000.00	0.00	1,426.25	1,426.25			
	02/01/24	02/25/24	FHMS K059 A2 DTD 11/29/2016 3.120% 09/01/2026	3137BSRE5	700,000.00	0.00	1,820.00	1,820.00			
	02/01/24	02/25/24	FHMS K039 A2 DTD 09/01/2014 3.303% 07/01/2024	3137BDCW4	1,030,775.04	0.00	2,837.21	2,837.21			
	02/01/24	02/25/24	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	570,950.97	0.00	1,784.22	1,784.22			
	02/01/24	02/25/24	FHMS K729 A2 DTD 01/01/2020 2.525% 10/01/2026	3137FOXJ7	1,050,000.00	0.00	2,209.38	2,209.38			
	02/01/24	02/25/24	FHMS K065 A1 DTD 07/24/2017 2.864% 10/01/2026	3137F1G36	764,855.92	0.00	1,825.46	1,825.46			
	02/01/24	02/25/24	FHMS K058 A1 DTD 11/09/2016 2.340% 07/01/2026	3137BSP64	498,699.16	0.00	972.46	972.46			
	02/01/24	02/25/24	FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	1,175,000.00	0.00	2,516.46	2,516.46			
	02/01/24	02/25/24	FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,100,000.00	0.00	2,516.25	2,516.25			
	02/01/24	02/25/24	FNA 2015-M11 A2 DTD 07/30/2015 2.848% 04/01/2025	3136APSZ6	653,185.05	0.00	1,550.46	1,550.46			
	02/03/24	02/03/24	STATE STREET CORP NOTES (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	400,000.00	0.00	10,544.00	10,544.00			
	02/11/24	02/11/24	BMW US CAPITAL LLC CORPORATE NOTES DTD 08/11/2023 5.300% 08/11/2025	05565ECC7	500,000.00	0.00	13,250.00	13,250.00			
	02/15/24	02/15/24	BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1	840,000.00	0.00	4,018.00	4,018.00			
	02/15/24	02/15/24	TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	240,000.00	0.00	1,108.00	1,108.00			
	02/15/24	02/15/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	695,000.00	0.00	1,332.08	1,332.08			


Managed Account Security Transactions & Interest

For the Month Ending February 29, 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											
	02/15/24	02/15/24	COPAR 2023-2 A2A DTD 10/11/2023 5.910% 10/15/2026	14044EAB4	1,100,000.00	0.00	5,417.50	5,417.50			
	02/15/24	02/15/24	HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9	935,000.00	0.00	4,433.46	4,433.46			
	02/15/24	02/15/24	TAOT 2024-A A3 DTD 01/30/2024 4.830% 10/16/2028	89238DAD0	335,000.00	0.00	674.19	674.19			
	02/15/24	02/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	676,140.25	0.00	1,966.44	1,966.44			
	02/15/24	02/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	805,000.00	0.00	3,461.50	3,461.50			
	02/15/24	02/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	550,000.00	0.00	2,470.42	2,470.42			
	02/15/24	02/15/24	FORDO 2023-C A3 DTD 11/21/2023 5.530% 09/15/2028	344940AD3	340,000.00	0.00	1,566.83	1,566.83			
	02/15/24	02/15/24	HART 2023-C A2A DTD 11/13/2023 5.800% 01/15/2027	44918CAB8	645,000.00	0.00	3,117.50	3,117.50			
	02/15/24	02/15/24	US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	2,500,000.00	0.00	54,687.50	54,687.50			
	02/15/24	02/15/24	US TREASURY NOTES DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	5,000,000.00	0.00	100,000.00	100,000.00			
	02/15/24	02/15/24	AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	825,000.00	0.00	3,595.62	3,595.62			
	02/15/24	02/15/24	WOART 2023-D A2A DTD 11/08/2023 5.910% 02/16/2027	98164DAB3	350,000.00	0.00	1,723.75	1,723.75			
	02/15/24	02/15/24	NAROT 2023-B A2A DTD 10/25/2023 5.950% 05/15/2026	65480MAB9	925,000.00	0.00	4,586.46	4,586.46			
	02/15/24	02/15/24	MBART 2023-2 A2 DTD 10/25/2023 5.920% 11/16/2026	58769FAB1	315,000.00	0.00	1,554.00	1,554.00			
	02/15/24	02/15/24	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	500,000.00	0.00	2,275.00	2,275.00			
	02/15/24	02/15/24	BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	355,000.00	0.00	1,473.25	1,473.25			
	02/16/24	02/16/24	GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	110,000.00	0.00	429.76	429.76			

PFM Asset Management LLC

Account 4025-002 Page 27


Managed Account Security Transactions & Interest

For the Month Ending February 29, 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											
02/16/24	02/16/24		GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2	470,000.00	0.00	2,263.83	2,263.83			
02/18/24	02/18/24		MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	400,000.00	0.00	5,260.00	5,260.00			
02/18/24	02/18/24		BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.650% 08/18/2025	06428CAC8	850,000.00	0.00	24,012.50	24,012.50			
02/20/24	02/20/24		VALET 2023-2 A2A DTD 11/21/2023 5.720% 03/22/2027	92867YAB0	515,000.00	0.00	2,454.83	2,454.83			
02/21/24	02/21/24		HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	195,000.00	0.00	921.38	921.38			
02/22/24	02/22/24		PFAST 2023-2A A2A DTD 11/10/2023 5.880% 11/23/2026	732916AB7	1,100,000.00	0.00	5,390.00	5,390.00			
02/25/24	02/25/24		GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 02/25/2016 3.750% 02/25/2026	38143U8H7	400,000.00	0.00	7,500.00	7,500.00			
02/29/24	02/29/24		US TREASURY NOTES DTD 08/31/2023 5.000% 08/31/2025	91282CHV6	5,000,000.00	0.00	125,000.00	125,000.00			
Transaction Type Sub-Total					37,014,606.39	0.00	421,007.58	421,007.58			
MATURITY											
02/14/24	02/14/24		COOPERATIEVE RABOBANK UA COMM PAPER DTD 08/10/2023 0.000% 02/14/2024	21687ABE2	2,250,000.00	2,250,000.00	0.00	2,250,000.00	62,437.50	0.00	
Transaction Type Sub-Total					2,250,000.00	2,250,000.00	0.00	2,250,000.00	62,437.50	0.00	
PAYDOWNS											
02/01/24	02/25/24		FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJX07	289.10	289.10	0.00	289.10	9.51	0.00	
02/01/24	02/25/24		FHMS K065 A1 DTD 07/24/2017 2.864% 10/01/2026	3137F1G36	20,960.43	20,960.43	0.00	20,960.43	904.74	0.00	



Managed Account Security Transactions & Interest

For the Month Ending February 29, 2024

Silicon Valley Clean Energy - SVCE Investment Portfolio - 4025-002 - (12517950)										
Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
02/01/24	02/25/24	FHMS K039 A2 DTD 09/01/2014 3.303% 07/01/2024	3137BDCW4	42,284.24	42,284.24	0.00	42,284.24	682.16	0.00	
02/01/24	02/25/24	FHMS K058 A1 DTD 11/09/2016 2.340% 07/01/2026	3137BSP64	13,090.58	13,090.58	0.00	13,090.58	670.89	0.00	
02/01/24	02/25/24	FNA 2015-M11 A2 DTD 07/30/2015 2.848% 04/01/2025	3136APSZ6	1,025.53	1,025.53	0.00	1,025.53	40.10	0.00	
02/15/24	02/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	37,917.18	37,917.18	0.00	37,917.18	984.96	0.00	
Transaction Type Sub-Total				115,567.06	115,567.06	0.00	115,567.06	3,292.36	0.00	
SELL										
01/31/24	02/01/24	US TREASURY NOTES DTD 08/31/2022 3.250% 08/31/2024	91282CFG1	375,000.00	371,000.98	5,156.25	376,157.23	3,559.57	632.25	FIFO
02/05/24	02/05/24	US TREASURY NOTES DTD 10/31/2022 4.375% 10/31/2024	91282CFQ9	900,000.00	895,535.16	10,492.79	906,027.95	5,660.16	1,711.18	FIFO
02/06/24	02/08/24	US TREASURY NOTES DTD 10/31/2022 4.375% 10/31/2024	91282CFQ9	350,000.00	348,304.69	4,206.73	352,511.42	2,242.19	679.69	FIFO
02/06/24	02/08/24	US TREASURY NOTES DTD 08/31/2022 3.250% 08/31/2024	91282CFG1	75,000.00	74,188.48	1,078.13	75,266.61	700.20	84.15	FIFO
02/07/24	02/08/24	US TREASURY NOTES DTD 10/31/2022 4.375% 10/31/2024	91282CFQ9	25,000.00	24,879.88	300.48	25,180.36	161.13	49.52	FIFO
02/08/24	02/09/24	US TREASURY NOTES DTD 10/31/2022 4.375% 10/31/2024	91282CFQ9	555,000.00	552,290.04	6,737.38	559,027.42	3,533.79	1,041.95	FIFO
02/12/24	02/13/24	CITIGROUP GLOBAL MARKETS COMM PAPER DTD 06/07/2023 0.000% 03/04/2024	17327AC47	2,000,000.00	1,994,077.78	0.00	1,994,077.78	45,008.89	288.89	FIFO
02/13/24	02/13/24	US TREASURY NOTES DTD 10/31/2022 4.375% 10/31/2024	91282CFQ9	150,000.00	149,167.97	1,893.03	151,061.00	855.47	166.69	FIFO
02/23/24	02/26/24	US TREASURY NOTES DTD 10/31/2022 4.375% 10/31/2024	91282CFQ9	1,600,000.00	1,591,062.50	22,692.31	1,613,754.81	9,062.50	1,184.95	FIFO
Transaction Type Sub-Total				6,030,000.00	6,000,507.48	52,557.10	6,053,064.58	70,783.90	5,839.27	
Managed Account Sub-Total					(391,615.62)	473,564.68	81,949.06	136,513.76	5,839.27	



Managed Account Security Transactions & Interest

For the Month Ending **February 29, 2024**

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

Total Security Transactions	(\$391,615.62)	\$473,564.68	\$81,949.06	\$136,513.76	\$5,839.27
------------------------------------	-----------------------	---------------------	--------------------	---------------------	-------------------

Bolded items are forward settling trades.



Staff Report – Item 1c

Item 1c: **Adopt Resolution Amending SVCE Conflict of Interest Code to Amend Two Position Titles and Add Position of Director of Regulatory, Policy and Planning**

From: Monica Padilla, CEO

Prepared by: Gia Ilole, Director of Human Resources
 Andrea Pizano, Sr. Executive Assistant and Board Clerk

Date: 04/10/2024

RECOMMENDATION

Adopt Resolution 2024-07 amending the SVCE Conflict of Interest Code to change position titles and add Director of Regulatory, Policy and Planning to the list of designated positions for filing.

BACKGROUND

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

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

The last Conflict of Interest Code amendment was approved at the November 2023 Board of Directors meeting.

ANALYSIS & DISCUSSION

With the retirement of Girish Balachandran as CEO, Monica Padilla, formerly SVCE’s COO and Director of Power Resources, was selected by the Board of Directors for the role. With this change, CEO Padilla’s former position has been changed to “Director of Power Resources” and has been filled by Kris Van Vactor. The existing Conflict of Interest Code lists this position as “COO and Director of Power Resources”, which staff would like to change to “Director of Power Resources” to reflect the position and duties.

Zak Liske, formerly SVCE’s “Senior Manager of Operations”, was promoted to “Deputy Director of Power Resources”; staff would like to reflect this title change in the Conflict of Interest Code.

The position held by Maren Wenzel, previously SVCE’s “Senior Manager of Policy and Regulatory Analysis”, has been promoted to “Director of Regulatory, Policy and Planning”. Given her leadership role on the Regulatory, Policy, Planning & Legislative team, staff feels that she should file.

Agenda Item: 1c**Agenda Date: 4/10/2024**

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

Designated Position	Assigned Disclosure Category
Director of Power Resources	1
Deputy Director of Power Resources	1
Director of Regulatory, Policy and Planning	2

In accordance with the requirements of the Political Reform Act and the County of Santa Clara, a new conflict of interest code must be adopted by resolution which includes the newly created or identified positions as well as any changes to the existing Conflict of Interest Code. The attached resolution amends Appendix A to SVCE's code to reflect the new position titles identified above and the addition of the Senior Manager of Policy and Regulatory Analysis. The remainder of the Conflict of Interest Code has not been changed.

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 2024-07 Amending the Authority's Conflict of Interest Code to Amend Two Position Titles and Add Position of Director of Regulatory, Policy and Planning

RESOLUTION NO. 2024-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY AMENDING THE AUTHORITY'S CONFLICT OF INTEREST CODE TO AMEND TWO POSITION TITLES AND ADD POSITION OF DIRECTOR OF REGULATORY, POLICY AND PLANNING

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 2023-19; and

WHEREAS, the Board of Directors, after consultation with the County of Santa Clara as its code reviewing body, desires to amend the list of designated positions in Appendix A by amending two position titles and adding the position of Director of Regulatory, Policy and Planning.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Authority rescinds Resolution No. 2023-19 and adopts the following attached Conflict of Interest Code including its Appendices of Designated Positions and Disclosure Categories.

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

ADOPTED AND APPROVED this 10th day of April 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	Alternate Director Srinivasan				

Chair

ATTEST:

Clerk

SILICON VALLEY CLEAN ENERGY AUTHORITY CONFLICT OF INTEREST CODE

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

The most current version of 2 Cal. Code of Regs. Section 18730 is available on the website of the Fair Political Practices Commission (<https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/LegalDiv/Regulations/Index/Chapter7/Article2/18730.-Provisions-of-Conflict-of%20Interest-Codes.pdf>).

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

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

APPENDIX "A"

DESIGNATED POSITIONS

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Member of Board of Directors	1
Alternate Member of Board of Directors	1
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
Senior Manager of Power Operations Deputy Director of Power Resources	1
Director of Decarbonization Programs & Policy	2
Director of Energy Services & Community Relations	2
Director of Government and Legislative Affairs	2

Director of Human Resources	2
Chief Operating Officer and Director of Power Resources	1
Director of Regulatory & Legislative Policy	2
Director of Regulatory, Policy and Planning	2
Director of Strategic Development	2
Energy Services Manager	2
Financial Analyst	2
Human Resources Generalist	2
Management Analyst	2
Manager of Decarbonization Programs & Policy	2
Manager of Technology & Administrative Services	2
Policy Analyst	2
Power Analyst	1
Power Data Analyst	1
Power Resources Manager	1
Power Resources Planner	1
Power Contracts & Settlements Manager	1
Power Settlements & Compliance Analyst	1
Principal Policy Analyst	2
Principal Power Analyst	1
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
Consultant	3
Newly Created Position	*

* Newly Created Position

A newly created position that makes or participates in the making of governmental decisions that may foreseeably have a material effect on any financial interest of the position-holder, and which specific position title is not yet listed in the Authority's conflict of interest code is included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The Chief Executive Officer of the Authority may determine in writing that a particular newly created position, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the broadest disclosure requirements, but instead must comply with more tailored disclosure

requirements specific to that newly created position. Such written determination shall include a description of the newly created position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

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

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

SILICON VALLEY CLEAN ENERGY AUTHORITY CONFLICT OF INTEREST CODE

APPENDIX "B"

DISCLOSURE CATEGORIES

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

Category 1: Persons in this category shall disclose:

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

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

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

Category 3: Each Consultant, as defined for purposes of the Political Reform Act and applicable regulations¹, shall disclose pursuant to the broadest disclosure category in the Authority's conflict of interest code subject to the following limitation: The Chief Executive Officer of the Authority may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements of the broadest disclosure category, but instead must comply with more tailored disclosure requirements specific to that consultant. Such a written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of

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.

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



Staff Report – Item 1d

Item 1d: Authorize the Chief Executive Officer to Execute a Three-Year Agreement with Bellawatt for the SVCE eHub, Online Customer Resource Center for a Total Not-to-Exceed \$667,500

From: Monica Padilla, CEO

Prepared by: Adam Selvin, Director of Energy Services & Community Relations;
Pamela Leonard, Deputy Director of Marketing and Communications

Date: 4/10/2024

RECOMMENDATION

Staff recommends the Board approve and authorize the CEO to execute a service agreement with Bellawatt for eHub, an online customer resource center, for a period of three years; and delegating authority to the CEO to spend in aggregate on this agreement an amount not to exceed \$667,500.

BACKGROUND

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

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

In 2023, the Board approved contract amendments to authorize continued functioning and additional funding for eHub vendors as new capabilities were added to the tools. The Board authorized to increase the initial \$850,000 budget to \$1,100,000 to allocate additional funds to the overall eHub program. Based on the successful performance of eHub over the past four years, staff issued a Request for Proposals in the first quarter of 2024 to re-examine the vendor landscape for the next iteration of eHub, referred to as eHub 2.0.

ANALYSIS & DISCUSSION

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

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

SVCE staff solicited consultants for eHub support through a competitive bid process, as shown below. The RFP garnered a strong response, with eleven qualified proposals spanning either a subset or all of the Topic Areas and Tasks listed in the RFP. SVCE conducted interviews with six finalist teams in February. The evaluation panel for the finalist interviews consisted of five SVCE staff. The proposal submitted by Bellawatt was selected as a finalist to support development of the overall eHub structure, and for the Appliances Assistant tool.



About Bellawatt

Bellawatt's industry experience, agile mindset, and technical expertise make them an ideal partner to deliver an eHub experience that fulfills SVCE strategic objectives, integrates with existing systems, and adapts to the ever-evolving energy landscape. In order to provide customers with a cohesive and streamlined experience when navigating through eHub, Bellawatt proposed to implement their Guide platform as a centralized hub that can inspire and educate customers in addition to improving the "Appliances Assistant" product marketplace to encourage customer action.

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

- Enable customers to connect and utilize rebates from SVCE programs and other outside incentives.
- Product and program discovery to help customers understand not just the benefits of adopting impactful energy technologies, but setting expectations in regards to budget, available rebates and incentives, timelines, and installation.
- Enable customers to purchase a product (smart thermostat, heat pump water heater, EV charger, induction cooktop, etc.) and claim a promotional rebate on selected products during the purchase process.
- Enable SVCE staff with the ability to self-service the Product & Program Resource Guide using a Content Management System

Bellawatt's approach is aligned with the new goals of eHub 2.0. The Guide product will give customers the ability to customize the solutions and SVCE programs that meet their needs, while increasing adoption of clean electric technologies to help advance SVCE's overall mission.

STRATEGIC PLAN

eHub is in alignment with the SVCE Strategic Plan, Goal #10 – Empower customers with the awareness, knowledge and resources needed to make effective clean energy choices; Measure #1: Enable customer

Agenda Item: 1d**Agenda Date: 4/10/2024**

education, engagement and action related to electrification and decarbonization, via online tools, resources and promotions.

ALTERNATIVE

Do not authorize the CEO to execute the agreement with Bellawatt. Staff would continue to maintain the operation with the current eHub vendors.

FISCAL IMPACT

Approval of this 3-year agreement with Bellawatt for \$667,500 will have no incremental fiscal impact at this time. Of the Board-approved \$1.1M for eHub, SVCE has thus far utilized \$1,003,046 for the development and operation of eHub, which remains under the previously approved budget. In March 2024, the Board approved an increase of \$1 million to the program budget to cover the development and maintenance of eHub 2.0.

ATTACHMENTS

1. Agreement between SVCE and Bellawatt for eHub and Appliances Assistant

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
BELLAWATT, INC.
FOR
THE SVCE EHUB & APPLIANCES ASSISTANT**

THIS AGREEMENT (“Agreement”), is entered into this 11th day of April 2024, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and Bellawatt, Inc., an Illinois Corporation whose address is 747 Manhattan Ave Floor 3, Brooklyn NY, 11222 (hereinafter referred to as "Consultant") (collectively referred to as the “Parties” and individually as a “Party”).

RECITALS:

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

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

C. Authority and Consultant desire to enter into an agreement for revising the Authority’s eHub and Appliances Assistant upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on April 11, 2024, and shall terminate on September 30, 2027, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed six-hundred sixty-seven thousand and five-hundred dollars (\$667,500) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

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

5. **STANDARD OF CARE**

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

6. **INDEPENDENT PARTIES**

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

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

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

8. **NON-DISCRIMINATION**

In the performance of this Agreement, Consultant, and any subconsultant under the Consultant, shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Consultant shall have responsibility for compliance with this Section.

9. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

10. INSURANCE

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

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

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

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

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

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

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

11. **CONFLICT OF INTEREST**

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

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

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

13. **SUBCONTRACTOR APPROVAL**

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

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

provision of this Agreement.

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

14. **REPORTS**

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

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

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

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

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

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

15. **RECORDS**

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

minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer (“Authority Representative”) shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Eugene Granovsky (Consultant Representative”) shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION AND DOCUMENTS**

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

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

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

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

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

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

18. **NOTICES**

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

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

TO CONSULTANT:
Eugene Granovsky
Bellawatt, Inc.
747 Manhattan Ave, Floor 3
Brooklyn, NY 11222

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be determined by the Authority but shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Authority Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Authority Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

In the event of Authority's termination of this Agreement due to no fault or failure of performance by Consultant, Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations, including, but not limited

to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100 *et seq.* Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

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

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

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

24. **INTEGRATED CONTRACT**

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

25. **AUTHORITY**

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

26. **INSERTED PROVISIONS**

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

correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

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

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

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

29. **EXHIBITS**

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

30. **FORCE MAJEURE**

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

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

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

32. **ATTORNEY FEES**

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

33. **SEVERABILITY**

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

34. **SUCCESSORS AND ASSIGNS**

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

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

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

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

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

37. **DRAFTING PARTY**

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

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

RECOMMENDED FOR APPROVAL

Adam Selvin, Director of Energy Services & Community Relations

RECOMMENDED FOR APPROVAL

Amrit Singh, Chief Financial Officer/Director of Administrative Services

CONSULTANT
Bellawatt, Inc.

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: _____
Name: Eugene Granovsky
Title: Chief Executive Officer
Date: _____

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

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

DRAFT

Exhibit A Scope of Services & Service Level Agreement

Scope of Services

The Authority provides renewable and clean electricity at competitive rates, and works with its member communities to reduce emissions. The mission of the Authority is to reduce dependence on fossil fuels by providing carbon-free, affordable and reliable electricity and innovative programs. The Authority offers its customers an online Customer Resource Center – known as eHub and available at <https://svcleanenergy.org/ehub> – to educate customers about energy use, associated emissions, self-generation and resilience, building and vehicle electrification and enable subsequent actions.

eHub aims to support customers' electrification journeys by enabling customer education, engagement and action related to electrification and decarbonization, via online tools, resources and promotions. The current eHub offers customers with educational tools focused on self-generation and resilience, building and vehicle electrification by linking to additional third-party resources such as the Electric Vehicle Assistant, the Appliances Assistant, and the Solar + Battery Assistant.

Consultant will work with Authority to develop a redesigned highly intuitive, customer-centric eHub experience that effectively educates and engages the Authority's customers that combines the current functionality of the eHub and the Appliances Assistant, while continuing to link to additional resources including the Electric Vehicle Assistant and the Solar + Battery Assistant.

By leveraging the Consultant's existing Guide platform, the new eHub will serve as a centralized hub for inspiring customers to take action, providing comprehensive educational resources, and enabling seamless access to energy-efficient products and programs. The reimagined eHub will be designed to align with the Authority's strategic objectives, ensuring that it supports the organization's mission to promote clean energy solutions and empower customers to make informed decisions about their energy consumption.

The key deliverables are organized into three distinct milestones, each focusing on a critical aspect of the platform's development and implementation. Milestone 1 lays the groundwork for the project by establishing a clear understanding of the requirements, designing visual prototypes, and defining the integration architecture. This phase involves close collaboration with Authority stakeholders to gather insights, analyze systems, and map out the revised eHub's functionality. Milestone 2 includes the buildout of the revised eHub and makes it available to the Authority's customers. Milestone 3 enhances the eHub's capabilities by implementing instant rebate functionality and adds data integrations to create a seamless and personalized experience for the Authority's customers.

Milestone 1: Implementation Plan

The project will kick off with a meeting to ensure all parties are aligned on the goals, objectives, and timeline. Communication channels and project management processes will be established to

facilitate effective collaboration. Key success metrics and performance indicators will be defined to measure the impact of the eHub.

Consultant will conduct stakeholder interviews with Authority staff to gather nuanced needs of Authority's residential customers (both single-family and multi-unit dwellings), small-to-medium businesses, and contractors and other vendors. Functional and non-functional requirements will be documented, including key user stories and use cases.

Deliverables for Milestone 1 include:

1. **High-fidelity visual prototype** of the revised eHub, to be built out in Milestone 2. The Authority will have multiple opportunities during this first phase to provide feedback on the designs, and they will be deemed complete at the conclusion of this Milestone.
2. **Definition of integration points** available for rebate processing and Authority customer personalization, to be completed in Milestone 3.
3. An **Implementation Plan** that confirms the schedule as defined in Exhibit B, or makes adjustments based on Authority needs. The plan will also define a strategy to coordinate with the Authority's other eHub vendors that manage the Electric Vehicle Assistant and the Solar + Battery Assistant.

Milestone 2: eHub and Appliances Assistant Features

The second milestone concentrates on developing the core features and functionality of the eHub, encompassing the Inspire, Educate, and Act sections.

The Inspire section will focus on creating an engaging and intuitive user interface and experience. A user-friendly navigation system with clear labels and hierarchy will be developed, along with search tools. Visually appealing Popular Starting Points will be created to showcase key Authority Action Tools and guide users to relevant content. A sophisticated Recommendation Engine will be implemented to provide personalized suggestions based on customers' zip code, desired outcomes, and home type. The eHub interface will be designed to be mobile-responsive, ensuring a seamless experience across devices.

The Educate section will provide comprehensive product and program education through detailed information, reviews, and rebates for key electrification technologies such as, but not limited to space and water heating, cooking, and electric vehicle chargers. Informative Content Detail Views will be developed to highlight decision criteria like specifications, price comparisons, operating costs, energy and cost savings, and links to relevant programs and retailers. A user-friendly Product Comparison tool will be implemented, allowing customers to compare up to three products side-by-side.

The Act section will enable customers to take action on their electrification journey. Product purchase functionality will be integrated with program eligibility requirements available to Authority's customers. A Content Management System (CMS) will be provided for Authority to self-manage eHub content and taxonomy.

Deliverables for Milestone 2 include:

1. A **staging/testing environment** for Authority staff to preview and approve features and functionality before launching to the public.
2. The **launch of a revised eHub** provisioned on an Authority subdomain of the Authority's choosing such as <https://ehub.svcleanenergy.org/> or <https://resources.svcleanenergy.org/>. Consultant will provide hosting, monitoring, and user-level analytics for the revised eHub from launch. Company will provide Authority access to web tracking service such as Google Analytics.
3. The inclusion of an **Appliances Assistant** within the revised eHub, where Authority customers can view and shop for money-saving programs and energy-saving devices.

Consultant will leverage Authority brand guidelines and comply with accessibility standards. Specifically, the revised eHub will adhere to Authority's corporate identity, brand and digital guidelines. Visual requirements will be shared with Bellawatt by Authority staff upon project kickoff. In addition, Consultant will demonstrate accessibility compliance using publicly available tooling such as the WAVE tool (link: <https://wave.webaim.org/>), and will confirm all SEO metadata is set for all pages via <https://www.linkedin.com/post-inspector/>.

The revised eHub will include Desktop, Mobile, and Tablet compatible versions using responsive design principles when assessed through a customer's web browser. Supported browsers will include the last two versions of Safari, Chrome, Edge, and Firefox. Internet Explorer is explicitly not included as it is no longer being supported by Microsoft.

Milestone 3: Instant Rebates and Data Integrations

The third and final milestone focuses on implementing instant rebate functionality and advanced data integrations to enhance the eHub experience.

Consultant will design and implement rebate application and redemption processes, integrating with the retailer rebate processing system(s). Customer communication templates for rebate status updates will be developed to keep users informed throughout the process.

Deliverables for Milestone 3 include:

1. Implementation of Rebate Processing through big-box retailers.
2. Ability for Authority staff to enter translations for Spanish, Mandarin, and Vietnamese within the CMS. Text-based data provided via API from retailers (ie, product information) will not be translated.
3. **Integration of the Go Electric Advisor** (the first version of which is currently available at <https://goelectric.svcleanenergy.org/>) within the eHub experience. This scope assumes that should the Authority request a deeper integration of the two services, the Authority can provide sufficient documentation to integrate the Go Electric Advisor chatbot in one step, and without the Consultant pointing out limitations or unforeseen edge cases of functionality.

Future Roadmap Functionality

The Company is continuing to develop features for its Guide product that are **not included** in this

Scope, but may be requested by the Authority in the future, under this agreement. Upcoming functionality in the Company's Guide product roadmap include:

- Device-level total cost calculations leveraging a rate engine. Bellawatt has a proprietary rate engine it uses for calculating electric bills based on full-year load profiles (i.e., a full year of 60-minute interval data commonly referred to as an "8760"). Note that Company is a stakeholder in the California Energy Commission's statewide rate tool development process.
- Banner alert and text-messaging feature for communicating timely outage and DR events (or anything else that the Authority may want to announce) via the CMS.
- Enrollment into a DR or VPP program. The Guide is designed to be the "front page" of rebates and programs, and can educate and enroll customers onto the Authority's load flexibility strategy.
- Carbon emissions/reduction behavioral engagement functionality. A reduced scope of this functionality can be seen at Tucson Electric Power's GoGreen tool available at <https://gogreen.tep.com/>.
- Project and timeline planner for larger home retrofits.

Service Level Agreement

Consultant will deploy and host the eHub via Amazon Web Services (AWS), whose Service Level Agreements are available at <https://aws.amazon.com/legal/service-level-agreements>.

Anything defined below is beyond the Service Level Agreement of AWS.

Technical Support Description.

Service Provider will provide to SVCE telephone and email support ("Technical Support") during regular working hours of 8am to 5pm Pacific Time during business days. Technical Support will include any research and resolution activity performed by Service Provider.

- a) **Request for Technical Support.** Authorized Users will make Technical Support requests by calling or emailing Service Provider's Technical Support staff or by submitting a request via Service Provider's customer service form. The Technical Support staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
- b) **Problem Severity Levels 1 and 2 Response and Resolution.** For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Service Provider will: (a) immediately escalate the request to Service Provider's management; and (b) take and continue to take the actions which will most expeditiously resolve the request.
- c) **Problem Severity Levels 3 and 4 Response and Resolution.** For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service

Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Service Provider will work continuously to resolve the request; or, (b) requestor and Service Provider will mutually agree upon a schedule within which to resolve the request.

Technical Support Problem Severity Levels

a) Problem Severity Level 1.

- 1) Description. This Problem Severity Level is within Company's control and associated with: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all of part of SVCE Data; or, (c) loss or corruption of all or part of SVCE Data.
- 2) Request Response Time. 1 hour.
- 3) Request Resolution Time. 8 hours during business workdays.

b) Problem Severity Level 2.

- 1) Description. This Problem Severity Level is within Company's control and associated with significant and / or ongoing interruption of an Authorized User's use of a critical function (as determined by the Authorized User) of the Services and for which no acceptable (as determined by the Authorized User) work-around is available.
- 2) Request Response Time. 2 hours.
- 3) Request Resolution Time. 24 hours during business workdays.

c) Problem Severity Level 3.

- 1) Description. This Problem Severity Level is within Company's control and associated with: (a) minor and / or limited interruption of an Authorized User's use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.
- 2) Request Response Time. 24 hours.
- 3) Request Resolution Time. 72 hours during business workdays.

d) Problem Severity Level 4.

- 1) Description. This Problem Severity Level is within Company's control and associated with: (a) general questions pertaining to the Services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.

- 2) Request Response Time. 48 hours.
- 3) Request Resolution Time. 120 hours during business workdays.

Service Levels.

a) Availability Service Level.

1) Definitions.

- (a) “Actual Uptime” shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- (b) “Maintenance Window” shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Service Provider shall maintain the Services: [Day(s) and Time(s)].
- (c) “Scheduled Downtime” shall mean the total minutes in the reporting month represented by the Maintenance Window.
- (d) “Scheduled Uptime” shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Service Level Standard. Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.

3) Calculation. $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point)

4) Performance Credit.

- (a) Where Percentage Uptime is greater than 99.8%, no Performance Credit will be due to SVCE.
- (b) Where Percentage Uptime is equal to or less than 99.8%, SVCE shall be due a Performance Credit in the amount of 10% of the Maintenance and Enhancement Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

5) Example Calculation.

- (a) Assuming reporting month is February 2012 (41,760 minutes).
- (b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).
- (c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).

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

(e) The threshold of 99.99% less the Percentage Uptime of 98.04% = 1.95%.

(f) The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, SVCE is due 10% of the Maintenance and Enhancement Fees as a Performance Credit.

b) Services Response Time Service Level.

1) Definition(s).

(a) “Response Time” shall mean the interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

(b) “Total Transactions” shall mean the total of Transactions occurring in the reporting month.

(c) “Transaction” or “Transactions” shall mean Services web page loads, Services web page displays, and Authorized User Services requests.

2) Service Level Standard. Transactions will have a Response Time of 10 seconds or less 100% of the time each reporting month during the periods for which the Services are available.

3) Calculation. $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the second decimal point).

4) Performance Credit.

(a) Where Percentage Response Time is greater than 95.00%, no Performance Credit will be due to SVCE.

(b) Where Percentage Response Time is equal to or less than 95.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Maintenance and Enhancement Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

5) Example Calculation.

(a) Total Transactions during the reporting month equal 42,078.

(b) Total Transactions failing the Standard of 100% equal 2,163.

(c) Percentage Response Time is calculated as follows: $((42,078 - 2,163) / 42,078) * 100 = 94.86\%$

(d) The threshold of 95.01% less the Percentage Response Time of 94.86% = .15%. The difference is less than a 1% reduction; therefore, SVCE is not due a Performance Credit.

c) Technical Support Problem Response Service Level.

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

2) Service Level Standard. Problems shall be confirmed as received by Service Provider 100% of the time each reporting month, in accordance with the Request Response Time associated with the Problem Severity Level.

3) Calculation. $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

4) Performance Credit.

(a) Problem Severity Level 1 – 2.

(1) Where Percentage Problem Response is greater than 98.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Response is equal to or less than 98.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Maintenance and Enhancement Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(b) Problem Severity Level 3 – 4.

(1) Where Percentage Problem Response is greater than 90.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Response is equal to or less than 90.00%, SVCE shall be due a Performance Credit in the amount of .5% of the Maintenance and Enhancement Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

5) Example Calculation (Using Problem Severity Level 1 – 2).

(a) Total Problems during the reporting month equal 68.

(b) Total Problems failing the Standard of 100% equal 3.

(c) Percentage Problem Response is calculated as follows: $((68 - 3) / 68) * 100 = 95.59\%$

(d) The threshold of 99.01% less the Percentage Problem Response of 95.59% = 3.42%. The difference is greater than a 3% reduction but is less than a 4% reduction; therefore, SVCE is due 3% of the Maintenance and Enhancement Fees as a Performance Credit.

d) Technical Support Problem Resolution Service Level.

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

2) Service Level Standard. Problems shall be resolved by Service Provider 100% of the time each reporting month, in accordance with the Request Resolution Time associated with the Problem Severity Level.

3) Calculation. $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Resolution}$ (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

4) Performance Credit.

(a) Problem Severity Level 1 – 2.

(1) Where Percentage Problem Resolution is greater than 99.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Resolution is equal to or less than 99.00%, SVCE shall be due a Performance Credit in the amount of 5% of the Maintenance and Enhancement Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

(b) Problem Severity Level 3 – 4.

(1) Where Percentage Problem Resolution is greater than 90.00%, no Performance Credit will be due to SVCE.

(2) Where Percentage Problem Resolution is equal to or less than 90.00%, SVCE shall be due a Performance Credit in the amount of 1% of the Maintenance and Enhancement Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

5) Example Calculation (Using Problem Severity Level 3 – 4).

(a) Total Problems during the reporting month equal 17.

- (b) Total Problems failing the Standard of 100% equal 2.
- (c) Percentage Problem Resolution is calculated as follows: $((17 - 2) / 17) * 100 = 88.24\%$
- (d) The threshold of 90.01% less the Percentage Problem Resolution of 88.24% = 1.77%. The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, SVCE is due 1% of the Maintenance and Enhancement Fees as a Performance Credit.

Exhibit B
Schedule of Performance

Consultant will execute the Scope of Services as defined in Exhibit A in a phased approach, where each major Task is broken down into Milestones.

Task	Milestone	Complete
1: Implementation Plan	Kickoff	April 15, 2024
	Delivery of Plan and Designs	May 13, 2024
2: eHub and Appliances Assistant Features	Development Kickoff	May 20, 2024
	Launch of eHub with Appliances Assistant	July 15, 2024
3: Instant Rebates and Data Integrations	Kickoff Rebate and Integration Work	August 1, 2024
	Launch Integrations	October 1, 2024

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

Exhibit C
Compensation

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

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of six-hundred sixty-seven thousand and five-hundred dollars (\$667,500 as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Task	Budget
1. Milestone 1 – Implementation Plan – Kickoff	\$ 32,900
2. Milestone 1 – Implementation Plan – Delivery	\$ 32,900
3. Milestone 2 – eHub and Appliances Assistant – Kickoff	\$ 89,300
4. Milestone 2 – eHub and Appliances Assistant – Launch	\$ 89,300
5. Milestone 3 – Instant Rebates and Data Integrations – Kickoff	\$ 72,850
6. Milestone 3 – Instant Rebates and Data Integrations – Launch	\$ 72,850
7. Year 1 Maintenance & Enhancements – Oct 1 2024 through Sept 30 2025	\$ 65,800
8. Year 2 Maintenance & Enhancements – Oct 1 2025 through Sept 30 2026	\$ 65,800
9. Year 3 Maintenance & Enhancements – Oct 1 2026 through Sept 30 2027	\$ 65,800
10. Contingency funding for additional features or functionality on an as-needed basis.	Up to \$80,000 within this SOW
Total	\$667,500

Rates

Personnel	Title	Hourly
Dalton Vogler	Product Manager	\$235.00
Sky Davis	Product Designer	\$235.00
Jake Rogers	Front-End Engineer	\$235.00
Matt Bauer	Full-Stack Engineer	\$235.00

The Consultant reserves the right, at its sole discretion, to supplement the designated team with supplementary personnel as it deems necessary and appropriate to fulfill its obligations and responsibilities efficiently and effectively under the terms of this Agreement. All Consultant staff

will be charged at the equivalent rate above of \$235.00 US Dollars per hour.

Invoices

Invoices for work performed will be submitted in accordance with the appropriate Milestone and Task as defined in the Schedule of Performance in Exhibit B, and upon written acceptance by a representative of the Authority.

For any additional work requested by the Authority and performed by the Consultant on a Time & Materials basis, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

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

Reimbursable Expenses

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

Additional Services

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

[Review insurance coverage and amounts to confirm they are appropriate for each scope of service]

Exhibit D
Insurance Requirements and Proof of Insurance

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.
- (5) **Privacy and Cybersecurity Liability** **[May be reduced or eliminated based on scope of services]**
Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least \$1,000,000 US per occurrence.

Exhibit E
Confidentiality and Data Security Requirements

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

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

their duties with respect to the Consultant program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement. Consultant shall not disclose Confidential Information or otherwise make it available, in any form or manner, to any other person or entity that is not Consultant's employee or representative (a "Third Party"), except where that Third Party has separately entered into a nondisclosure agreement with Authority. Without limiting Consultant's obligation of confidentiality as further described herein, Consultant shall be responsible for establishing, maintaining, and providing a written description to Authority of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the Authority's Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Data; (c) protect against unauthorized disclosure, access to, or use of the Data; (d) ensure the proper disposal of Data; and, (e) ensure that all employees, agents, and subcontractors of Consultant, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program used to protect Data be less stringent than the safeguards used by Consultant for its own data. If the services include handling credit card information, then the Consultant shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Consultant agrees and warrants that it is responsible for the security of "cardholder data" that Consultant possesses, stores, processes or transmits on behalf of the Authority, and for any impact on the security of Authority's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the services. No less than annually, Consultant shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to Authority. The required audit shall be a SAS-70 (or successor standard) compliant audit, and Consultant shall provide the audit findings in the form of an SAS-70 Type II report.

5. Notwithstanding the above, Consultant may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that Consultant notifies Authority immediately upon receipt thereof to allow Authority to seek protective treatment for such Confidential Information.
6. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of the Authority's Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of the Data, Consultant shall, as applicable: (a) notify Authority as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Authority in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise

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

7. It shall be considered a material breach of this Agreement if Consultant engages in a pattern or practice of accessing, storing, using, or disclosing the Confidential Information in violation of the contractual obligations described herein. Consultant understands that if Authority finds that Consultant is engaged in a pattern or practice of accessing, storing, using, or disclosing Confidential Information in violation of this Agreement Authority shall promptly cease all disclosures of Confidential Information to Consultant. Consultant further understands that if Authority receives a customer complaint about Consultant's misuse of data or other violation of the Disclosure Provisions, Authority shall promptly cease disclosing that customer's information to Consultant and shall notify the California Public Utilities Commission of the complaint.

8. Consultant shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Authority directly against such employees or representatives for improper disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Consultant shall immediately notify Authority in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this Agreement shall obligate the Authority to monitor or enforce the Consultant's compliance with the terms of this Agreement.
9. Consultant shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.
10. In addition to any other requirements set forth in the Agreement, within ten (10) business days of receipt of Authority's written request, and at Authority's option, Consultant will either return to Authority all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Authority with written certification that all such tangible Confidential Information of Authority has been destroyed.
11. Consultant acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Authority and/or Authority Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that the Authority shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Authority, in law or equity.
12. In addition to all other remedies, Consultant shall indemnify and hold harmless Authority, its officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of Consultant and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
13. When Consultant fully performs the purposes set forth in the Agreement, or if at any time Consultant ceases performance or Authority requires Consultant cease performance of the purposes set forth in the Agreement, Consultant shall promptly return or destroy (with written notice to Authority itemizing the materials destroyed) all Confidential Information then in its possession at the direction of Authority. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.



Staff Report – Item 1e

Item 1e: Authorize Chief Executive Officer to Execute Agreement Amendment with ev.energy for GridShift: EV Charging Program to Add \$250,000 For an Additional One-Year Term

From: Monica Padilla, CEO

Prepared by: Justin Zagunis, Director of Decarbonization Programs and Policy
Rebecca Fang, Manager of Decarbonization Programs and Policy

Date: 4/10/2024

RECOMMENDATION

Staff recommends that the Board authorize the CEO to execute the attached one-year agreement amendment with non-substantive changes approved by the CEO and subject to final review and approval by the General Counsel, which adds a cost not to exceed \$250,000 (for a new not to exceed total of \$650,000) with ev.energy, to continue the GridShift: EV Charging program.

BACKGROUND

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

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

Staff subsequently carried out an informal bid process for the scaled-up GridShift: EV Charging program, to assess the current capabilities of competitors and ensure competitive pricing. Based on experience from the pilot as well as the results from the informal bid process, ev.energy was selected. The three-year agreement was executed in May 2021 for a cost not to exceed \$400,000; as of March 2024, \$356,863 has been spent. This enabled SVCE to continue providing managed EV charging services to SVCE customers and to address key points of survey feedback through improved communications and streamlining the customer experience.

This program falls under the umbrella of SVCE’s virtual power plant (VPP) program activities, given that the cloud-based aggregation of participant EVs is actively responding to SVCE signals to charge or curtail based grid conditions. This type of VPP resource can be leveraged to support grid reliability, reduce SVCE power costs and obligations, push charging into hours where the electric grid has more clean resources, and lower customer bills.

ANALYSIS & DISCUSSION

Pilot Results

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

Need for Scaled-Up Program

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

This program has successfully enrolled 1,346 customers as of March 2024 and SVCE continues to work to assess the load impacts and innovate new tactics for effectively shifting load to support grid reliability and increasing renewables generation. In addition to bill and emissions savings resulting from steady-state managed charging, this program also offers voluntary events that users can participate in to further reduce their emissions, earn bill credits, and shift demand out of times of high grid stress. SVCE continues to collaborate with ev.energy to expand eligibility for the GridShift: EV Charging program, including exploring new vehicle and smart charger integrations and offering a charger rebate for customers whose EVs are not currently compatible with the app. Several other agencies in the Bay Area have subsequently signed contracts with ev.energy to offer similar apps to their customers.

One-Year Amendment

SVCE continues to test and evaluate VPP approaches using the GridShift: EV Charging program. We plan to continue increasing the number of customers taking advantage of its features in the next year. This one-year amendment with ev.energy will allow work to continue most seamlessly and keep accruing value to SVCE customers. The new not to exceed total was calculated using current and projected GridShift: EV Charging enrollment numbers for the coming year, along with a 10% buffer in case of more aggressive adoption. This will enable SVCE to continue providing managed EV charging services to SVCE customers. In addition to supporting demand flexibility, the program serves as an important program offering to help residential customers reduce energy costs associated with EV charging.

In order for SVCE to continue the GridShift: EV Charging program without interruption, staff in consultation with General Counsel has been negotiating final changes to the agreement amendment right up to the agenda deadline. If the Board authorizes the execution of the proposed agreement amendment with ev.energy, General Counsel will conduct a final review of the agreement and make any necessary changes to ensure that the contract terms are consistent and adequately protect the legal interests of SVCE.

STRATEGIC PLAN

The proposal supports SVCE's updated 2023 Strategic Plan Goal 14, which is to "coordinate development of decarbonization and resilience strategy, lead design of local policy, and design and deploy programs", by providing SVCE customers with a managed EV charging program to reduce the cost and emissions impact of their home EV charging. This program will also support SVCE communities and the state in achieving grid reliability goals and objectives for the 2024 summer season and beyond.

ALTERNATIVE

Do not authorize CEO to execute the agreement amendment with ev.energy. The agreement with ev.energy would expire in May 2024 and staff would need to issue a solicitation for a vendor to continue managing the GridShift: EV Charging program or close it down. In the interim period between May 2024 and the new vendor onboarding, the GridShift: EV Charging program would be put on pause and current users would no longer have access to the GridShift: EV Charging app. This would not be an optimal customer experience.

FISCAL IMPACT

The Board adopted the Decarbonization Strategy and Programs Roadmap in December 2018 (Resolution No. 2018-20), which included an initial budget allocation of \$1.1M for the implementation of virtual power plant (VPP) programs. In March 2024, the Board allocated an additional \$0.5M towards VPP programs, for a combined total of \$1.6M. The proposed agreement amendment with a new not-to-exceed amount of \$650,000 remains within the Board-approved VPP programs budget. Therefore, the approval of this contract amendment will have no incremental fiscal impact.

ATTACHMENTS

1. Draft Agreement Amendment with ev.energy for GridShift: EV Charging Program
2. Agreement with ev.energy for GridShift: EV Charging Program

FIRST AMENDMENT TO AGREEMENT WITH EV.ENERGY CORP

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

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

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

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

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

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

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

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

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

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

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

9. Test & release additional OEM smart-charging integrations, which may include Jaguar, Land Rover, Hyundai, Toyota, Kia, and Wallbox	May 13, 2024	May 12, 2025
14. Deliver New Year GridShift scale-up marketing campaign	January 1, 2022	Ongoing

15. Conduct third enrollment wave	February 1, 2022	<i>Ongoing</i>
18. Reintroduce & deliver low-carbon events	November 1, 2023	May 31, 2024
19. Reintroduce & deliver summer reliability events	June 1, 2024	October 31, 2024
20. Deliver and execute on GridShift 2024-25 marketing campaign plan	June 1, 2024	<i>Ongoing</i>
21. Conduct Q4 2024 enrollment wave ¹	October 1, 2024	October 31, 2024
22. Reintroduce & deliver low-carbon events	November 1, 2024	May 12, 2025
23. Conduct Q1 2025 enrollment wave	February 1, 2025	February 28, 2025

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

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

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

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

RECOMMENDED FOR APPROVAL

Justin Zagunis, Director of Decarbonization Programs and Policy

RECOMMENDED FOR APPROVAL

Amrit Singh, Chief Financial Officer/Director of Administrative Services

EV.ENERGY CORP

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

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By: _____
Name: Monica Padilla

Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

DRAFT

MASTER AGREEMENT SOFTWARE AS A SERVICE

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

RECITALS

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

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

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

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

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

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

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

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

1. Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the term (the “Initial Term”) shall commence on the Effective Date and continue for three (3) years. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement may be renewed for an indefinite number of successive one (1) year terms (each, a “Renewal Term”) upon mutual written agreement of the parties.
2. Not to Exceed Amount. SVCE shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement, including, but not limited to, Section 10 Fees; Billing, below. The total amount payable to Service Provider under this Agreement shall not exceed four hundred thousand dollars (\$400,000).
3. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to SVCE certain hosted software and provide all other services necessary for productive use of such software including managed EV charging, priority hardware integrations,

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

- 3.1 Authorized SVCE Users. Unless otherwise limited herein, Service Provider grants SVCE a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for any SVCE employee, contractor, or agent, or any other individual or entity authorized by SVCE (each, an “Authorized SVCE User”) to access and use the business-focused Services, including, for instance the web-based data portal, access to confidential program data, etc.
- 3.2 Authorized Users. Unless otherwise limited herein, Service Provider grants SVCE a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for each compatible electric vehicle (“EV”) or electric vehicle service equipment (“EVSE”) (each, an “Authorized User”) to access and use the Services. For the avoidance of doubt, a customer may utilize both a compatible EV and a compatible EVSE as part of their access to the Services and only be counted once as an Authorized User. However, if a customer utilizes multiple EVs as part of the Services, each EV will separately be counted as an Authorized User. An Authorized User will be counted and invoiced to SVCE unless marked as dormant and removed by SVCE from the program. Other than any limitations otherwise described herein, Authorized Users will have no other limitations on their access to or use of the Services.
- 3.3 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a grant of license to use intellectual property in software form, to SVCE by the Service Provider.
- 3.4 Changes in Number of Authorized Users. Service Provider will invoice SVCE for an initial number of up to 100 Authorized Users (“Minimum Commitment”) and Service Provider shall invoice SVCE for monthly Service Fees no lower than this Minimum Commitment. Should SVCE elect to increase the number of Authorized Users, Service Provider shall increase its Service Fees for subsequent calendar months in line with the pricing tiers specified in Exhibit A.
- 3.5 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of SVCE. Except as otherwise expressly set forth in Exhibit A, the Services (including all data storage), shall be stored at rest within the continental United States, European Union or United Kingdom and on computing and data storage devices residing therein, and all such locations shall be disclosed to SVCE annually and within thirty (30) days of the effective date of this Agreement. SVCE acknowledges the Service Provider may occasionally and temporarily (one week or less) access a limited set of data from outside of these geographies; for example during international travel or if a sub-contractor is temporarily-based outside of these geographies. In the event access outside these geographies is required for more than one week, Service Provider shall provide written notification to SVCE with the title of the resource, reason for extended outside-geography access, and estimation of when the need will be removed.
- 3.6 Subcontractors. Service Provider reserves the right to enter into subcontracts for the performance of a subset of the Services as part of this Agreement, subject to SVCE’s written approval. If newly appointed subcontractors will be involved in processing personal

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

- 3.7 Development and Test Environments. The Service Provider shall not usually notify SVCE of any new releases to the mobile application or software, but will notify SVCE in advance of any new releases or updates that affect the core functionality of the Services. The Service Provider will notify SVCE how the new releases or updates differ in the functionality, performance, and compatibility of the software and Services before such new releases are deployed into live production. SVCE is entitled to test the functionality using a test version of the software at no additional charge.
- 3.8 Documentation. The documentation for the Services ("Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. SVCE shall have the right to make any number of additional copies of the Documentation at no additional charge.
- 3.9 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, SVCE, at SVCE's sole election and in SVCE's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the Services Fees accordingly on a prospective basis. . Where Service Provider increases functionality in the Services, such functionality shall be provided to SVCE without any increase in the Services Fees unless the functionality or feature was requested and agreed to by SVCE, in which case Service Provider shall invoice SVCE for the mutually-agreed associated costs as described in §6.
- 3.10 No Effect of Click-Through Terms and Conditions. Where an Authorized SVCE User is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement. Where an Authorized User (i.e. GridShift program participant) is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions may be binding if reviewed and agreed upon by SVCE.
- 3.11 Modification of the Services. SVCE's Chief Financial Officer shall be authorized to waive, in writing, any of the Service Provider's obligations with respect to the Services, where deemed to be in SVCE's best interests, provided that no such modification shall result in any increase in the amount of the Services Fees.
- 3.12 Compliance with All Laws. Service Provider shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Service Provider shall, at all times, observe and

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

4. Service Levels.

- 4.1 Service Levels. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Periods and in accordance with the applicable Service Level Standards, each as described in Exhibit A hereto.
- 4.2 Service Level Reporting. On a quarterly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting period, Service Provider shall provide reports to SVCE describing the performance of the Services and of Service Provider as compared to the Service Level Standards. The report shall be in a form agreed-to by SVCE, and, in no case, shall contain less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Service Provider has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (d) any Performance Credit due to SVCE. Service Provider and SVCE will meet quarterly to review the performance of Service Provider as it relates to the Service Levels. Where Service Provider fails to provide a report for a Service Level in the applicable timeframe, the Service Level shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Service Provider shall, without charge, make SVCE's historical Service Level reports available to SVCE upon request.
- 4.3 Failure to Meet Service Level Standards. In the event Service Provider does not meet a Service Level Standard, Service Provider shall: (a) owe to SVCE any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet Service Level Standard is subsequently met. Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall SVCE be required to notify Service Provider that a Performance Credit is due as a condition of payment of the same.
- 4.4 Termination for Material and Repeated Failures. SVCE shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement, and be entitled to a return of any pro-rated fees where Service Provider fails to meet any Service Level Standard: (a) to such an extent that the SVCE's ability, as solely determined by SVCE, to use the Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.
- 4.5 Audit of Service Levels. No more than annually, SVCE or SVCE's agent shall have the right to audit Service Provider's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit, at SVCE's own cost. Where it is determined that any Performance Credit was due to SVCE but not paid, Service Provider shall immediately owe to SVCE the applicable Performance Credit.

5. Support; Maintenance; Additional Services.
- 5.1 Technical Support. Service Provider shall provide the Technical Support as described in Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.
- 5.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; (d) the mobile app Services work with the then-current version and the three prior versions of Apple iOS and Google Android mobile operating systems; and (e) the web-based data portal Services work with the then-current version and the three prior versions of Internet Explorer, Mozilla Firefox, and Google Chrome internet browsers. The Services Fees shall be inclusive of the fees for maintenance except where explicitly stated in Exhibit A as they relate to external data ingestion fees.
- 5.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by SVCE on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to SVCE of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to SVCE and in any circumstance no later than one (1) business day following the implementation of the emergency maintenance.
- 5.2.2 Acceptance of Non-Emergency Maintenance. For non-emergency maintenance, only on an exceptional basis and upon written request to the Service Provider shall SVCE have a mutually agreed-upon period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that SVCE rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if SVCE has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by SVCE and Service Provider shall be entitled to introduce the maintenance changes into production.
- 5.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in Exhibit A. The Services Fees shall be in addition to the fees for the Customization / Integration Services.
- 5.4 Training Services. Service Provider shall provide the Training Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Training Services.
6. Audit Rights of Service Provider. Service Provider shall have no right to conduct an on-premises audit of SVCE's compliance with the use of the Services. No more than once annually, Service Provider shall have the right to request from SVCE its certification of compliance with the

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

7. Change Control Procedure. SVCE may, upon written notice, request changes to the scope of the Services under Exhibit A. If SVCE requests an increase in the scope, SVCE shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify SVCE whether or not the change has an associated cost impact. If SVCE approves, SVCE shall issue a change order, which will be executed by the Service Provider. SVCE shall have the right to decrease the scope, and the associated fees will be reduced accordingly.
8. Termination; Renewals.
 - 8.1 Termination for Convenience. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, either Party may terminate this Agreement for convenience upon not less than two (2) months' prior written notice to the other Party.
 - 8.2 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.
 - 8.3 Termination for late payment. The Service Provider may terminate this agreement with immediate effect if SVCE fails to make payment within 30 calendar days of written notice of arrears which have accumulated to a value greater than or equal to \$20,000 worth of previously raised and overdue invoices.
 - 8.4 Payments upon Termination. Upon the termination of this Agreement, SVCE shall pay to Service Provider all undisputed and/or pro-rated amounts due and payable hereunder, if any, and Service Provider shall pay to SVCE all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.
 - 8.5 Return of SVCE Data. Upon the termination of this Agreement, Service Provider shall, within fourteen (14) business days following the termination of this Agreement, provide SVCE, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the SVCE Data in the format specified by SVCE. Further, Service Provider shall certify to SVCE the destruction of any SVCE Data within the possession or control of Service Provider, in accordance with Section 12.5, but such destruction shall occur only after the SVCE Data has been returned to SVCE. This Section shall survive the termination of this Agreement.
 - 8.6 Renewals. Should the Services continue beyond the Initial Term, the Services Fees for the Renewal Term may be increased no more than ten percent (10%) of the previous year's Service Fees on an annualized basis.

9. Transition Services. Service Provider will provide to SVCE and/or to the service provider selected by SVCE (“Successor Service Provider”) assistance reasonably requested by SVCE to effect the orderly transition of the Services, in whole or in part, to SVCE or to Successor Service Provider (“Transition Services”) following the termination of this Agreement, in whole or in part. The Transition Services may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to SVCE or Successor Service Provider; (b) if required, transferring the SVCE Data to Successor Service Provider; (c) using commercially reasonable efforts to assist SVCE in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to SVCE, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.
10. Fees; Billing. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable no later than thirty (30) business days after receipt by SVCE of an invoice from Service Provider.
- 10.1 Billing Procedures. Service Provider shall bill to SVCE the sums due pursuant to Exhibit A by Service Provider’s invoice, which shall contain: (a) SVCE’s purchase order number, if any, and Service Provider’s invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall forward invoices in electronic format to the email address of the designated SVCE program manager and invoices@svcleanenergy.org.
- 10.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that SVCE is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.
- 10.3 Credits. Any amounts due to SVCE, such as a Performance Credit, from Service Provider may be applied by SVCE, at the sole election of SVCE, against any current or future fees due to Service Provider. Any such amounts that are not so applied by SVCE shall be paid to SVCE by Service Provider within thirty (30) calendar days following SVCE’s request. This Section shall survive the termination of this Agreement.
- 10.4 Non-binding Terms. Any terms and conditions included in a Service Provider invoice shall be deemed to be solely for the convenience of the Service Provider, and no such term or condition shall be binding upon the SVCE.
- 10.5 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, SVCE in a format that will permit audit by SVCE for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement.
- 10.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to SVCE by Service Provider, SVCE is entitled to disclose

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

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

11. Representations and Warranties.

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

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

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

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

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

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

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

11.2.1 it is in the business of providing the Services;

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

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

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

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

- 11.2.6 it is the lawful licensee or owner of the Services (excluding any SVCE Data therein) and has all the necessary rights in the Services to grant the use of the Services to SVCE;
 - 11.2.7 any open-source software provided by the Service Provider may be used according to the terms and conditions of the specific license under which the relevant Open-Source Software is distributed, but is provided 'as is';
 - 11.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement; it has the expertise to perform the Services in a competent, workmanlike, and professional manner;
 - 11.2.9 it will use its best efforts to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into SVCE's computing and network environment by the Services, and that, where it transfers a Virus to SVCE through the Services, it shall reimburse SVCE the actual cost incurred by SVCE to remove or recover from the Virus, including the costs of persons employed by SVCE to perform such services;
 - 11.2.10 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of SVCE Data will result from such items if present in the Services;
 - 11.2.11 in the case of SVCE's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of SVCE Data; and, the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.
- 11.3 No representation or warranty is given by the Service Provider:
- 11.3.1 that all faults will be fixed within a specified period, with the exception of faults that fall within defined service response levels outlined in this Agreement,
 - 11.3.2 that third parties (for example, vehicle and/or charger manufacturers) will enable continued access to control charging and/or collect data via their platforms.
- 11.4 All other conditions, warranties or other terms which might have effect between the parties or be implied into this Agreement by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

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

12. SVCE Data.

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

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

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

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

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

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

- 13.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 13.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. It is understood that SVCE is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). If a request under the California Public Records Act is made to view Service Provider's Confidential Information, SVCE shall notify Service Provider of the request and the date that such records will be released to the requester unless Service Provider obtains a court order enjoining that disclosure. If Service Provider fails to obtain a court order enjoining that disclosure, SVCE will release the requested information on the date specified.
- 13.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of SVCE, at the sole election of SVCE, the immediate termination, without liability to SVCE, of this Agreement.
- 13.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement or an Exhibit A, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which is in such party's possession, custody, or control; provided, however, that Service Provider shall return SVCE Data to SVCE following the timeframe and procedure described further in this Agreement. Should Service Provider or SVCE determine that the return of any SVCE Data or non-SVCE Data Confidential Information is not feasible, Service Provider shall destroy the data comprising such Confidential Information in compliance with the most current version of NIST standard SP800-88, or

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

14. Data Privacy and Information Security.

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

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

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

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

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

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

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

- 14.6 CPUC Compliance. Service Provider shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Commission (CPUC) Decision No. 12-08-045.
- 14.7 Injunction, Specific Performance or Such Other Relief. Service Provider acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to SVCE and/or SVCE Customers, the amount of which may be difficult to assess. Accordingly, Service Provider hereby confirms that the SVCE shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Service Provider or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SVCE, in law or equity.
- 14.8 SVCE's Right to Termination for Deficiencies. SVCE reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if SVCE reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.
15. Proprietary Rights.
- 15.1 Intellectual Property Ownership. The intellectual property of the software Services provided by the Service Provider (other than open-source software and third-party software) are, and shall remain, the property of the Service Provider, and the Service Provider reserves the right to grant a license to use its software Services to any other party or parties. SVCE acquires no rights in or to the Service Provider's software and accompanying documentation other than those expressly granted by this Agreement. SVCE shall not permit any third parties (apart from Authorized Users and Authorized SVCE Users) to access the Service Provider's software and/or Services without its prior written consent.
- 15.2 Pre-existing Materials. SVCE acknowledges that, in the course of performing the Services, Service Provider may use software and related application programming interfaces ("APIs"), algorithms, codes, methodologies and designs that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 15.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 15.4 Infringement of Intellectual Property. SVCE shall use commercially reasonable efforts to prevent any infringement of the Service Provider's Intellectual Property Rights in the

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

- 15.5 No sub-license. SVCE shall not sub-license, rent, lend, assign, or transfer the software and Services of the Service Provider, to any other entity other than to Authorized Users as outlined in this Agreement, without the prior written consent of the Service Provider.
- 15.6 The provisions of this Section shall survive the termination of this Agreement.
16. Indemnification; Limitation of Liability; Insurance.
- 16.1 General Indemnification. Service Provider agrees to indemnify, defend, and hold harmless SVCE and its elected officials, officers, directors, agents, attorneys and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; (d) any destruction, or unauthorized access, use, or theft of SVCE Data (collectively, "cyber theft") or, (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the sole negligence or willful misconduct of an Indemnitee.
- 16.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that SVCE is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for SVCE the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by SVCE; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to SVCE any prepaid fees and support SVCE at zero cost with any request for Transition Services.
- 16.3 Indemnification Procedures. Promptly after receipt by SVCE of a threat, notice, or filing of any Claim against an Indemnitee, SVCE shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider

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

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

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

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

17. General.

- 17.1 Relationship between SVCE and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for SVCE or in any way to bind or to commit SVCE to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of SVCE. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of SVCE. In recognition of Service Provider's status as an independent contractor, SVCE shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. SVCE shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of SVCE.
- 17.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the County of Santa Clara, State of California, in all questions and controversies arising out of this Agreement.
- 17.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.
- 17.4 Compliance with Laws; SVCE Policies and Procedures. Service Provider agrees to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with SVCE policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.
- 17.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any SVCE supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to SVCE, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 17.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood, pandemic or other natural catastrophe, governmental legislation, acts, orders, or regulation including "shelter-in-place" orders, strikes or labor difficulties, to the extent not occasioned by the fault or

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

- 17.7 Advertising and Publicity. Service Provider shall not refer to SVCE directly or indirectly in any advertisement, news release, or publication, or use any SVCE logo, seal or mark, without prior written approval from SVCE.
- 17.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 17.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by email or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by email shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee. For notices given by email, addressee shall provide acknowledgement within 10 business days of receipt. If the sender does not receive acknowledgement from the addressee within 10 business days, the notice shall then be given by certified mail.
- 17.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of SVCE. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-

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

- 17.11 Counterparts; Facsimile/PDF/Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.
- 17.12 Entire Agreement. This Agreement and any and all attached exhibits, each of which is incorporated by reference herein, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between SVCE and Service Provider as to the subject matter hereof. No representation or promise not expressly set forth herein shall be binding. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions contained in any exhibit hereto. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 17.13 Cumulative Remedies. All rights and remedies of SVCE herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 17.14 No Recourse against Constituent Members of Authority. SVCE is organized as a Joint Powers SVCE in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. SVCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Service Provider shall have no rights and shall not make any claims, take any actions or assert any remedies against any of SVCE's constituent members in connection with this Agreement.
- 17.15 Non-Discrimination. In the performance of this Agreement, Service Provider, and any subcontractor of Service Provider shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or other basis prohibited by law, except as provided in Government Code section 12940. Service Provider shall have responsibility for compliance with this Section.
- 17.16 Conflict Of Interest. Service Provider warrants that it, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Service Provider and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of

the State of California applicable to Service Provider's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Service Provider may perform similar services for other clients, but Service Provider and its officers, employees, associates and subcontractors shall not, without the SVCE Representative's prior written approval, perform work for another person or entity for whom Service Provider is not currently performing work that would require Service Provider or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Service Provider shall incorporate a clause substantially similar to this section into any subcontract that Service Provider executes in connection with the performance of this Agreement. Service Provider understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Service Provider to make certain governmental decisions or serve in a staff SVCE, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

- 17.17 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 17.18 Final Payment Acceptance Constitutes Release. The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of SVCE from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of SVCE's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by SVCE shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by SVCE for any defect or error in the work prepared by Service Provider, its employees, subcontractors and agents.
- 17.19 SVCE's Rights to Employ Other Consultants. SVCE reserves the right to employ other consultants in connection with the subject matter of the Services.
- 17.20 Exclusivity. The Service Provider shall be free to work with other community choice aggregators, energy utilities, energy retailers, and energy service companies as required by its business model. This notwithstanding, the Service Provider shall provide SVCE visibility into the number of SVCE customers to whom it is providing EV charging services outside of the GridShift program, and commits to collaborating with SVCE to originate said customers onto the GridShift program.
- 17.21 Inserted Provisions. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 17.22 Captions and Terms. The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

- 17.23 Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Service Provider's proposal, the provisions of this Agreement shall control.
- 17.24 Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

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

RECOMMENDED FOR APPROVAL

DocuSigned by:

7BC1D044BEEF49B
Aimee Bailey, Director of Decarbonization and Grid Innovation Programs

RECOMMENDED FOR APPROVAL

DocuSigned by:

A88F1DF92E8F467
Amrit Singh, Chief Financial Officer/Director of Administrative Services

SILICON VALLEY CLEAN ENERGY (SVCE)

By: 
Name: Girish Balachandran

Title: Chief Executive Officer


Date: 6/6/2021

Addresses for Notice:

Email: aimee.bailey@svcleanenergy.org

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

EV.ENERGY CORP. (SERVICE PROVIDER)

By: 
Name: Nick Woolley

Title: Director

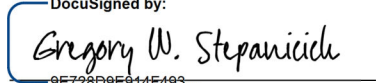
Date: 6/6/2021

Addresses for Notice:

E-mail: nick.woolley@ev.energy

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

APPROVED AS TO FORM:


Counsel for Authority


ATTEST:

Authority Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1. Table of event triggers

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

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

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

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

- a) Scope of Technical Support. Technical Support shall be provided in English and shall include assisting SVCE and/or its Authorized Users with general inquiries in connection with the Services, remote diagnosis (and where possible) correction of any errors/bugs/failures to ensure that the Authorized User is provided with the functionalities described above, and responding to SVCE with all reasonable requests for information or assistance as soon as reasonably practicable.
- b) Service Provider's obligations. Service Provider shall have no obligation to provide Technical Support where faults rise from (i) misuse, incorrect use of or damage to the customer's hardware or firmware; (ii) failure of the customer or SVCE to maintain the necessary environmental conditions for use of the managed charging software; (iii) use of the managed charging software or mobile app in combination with any hardware not designated as compatible by the Service Provider; or (iv) any modification to the customer's hardware, firmware or software not authorized by the Service Provider. The Service Provider will not provide or be under any obligation to provide on-site Technical Support.
- c) SVCE's obligations. SVCE shall cooperate with the Service Provider in any manner reasonably required in order to carry out Technical Support Services, including provision of information and data, making available Authorized SVCE Users, and providing any information in relation to the diagnosis of any errors, bugs or failures.

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

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

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

Technical Support and Incident Response Procedures

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

- a) Hardware connection issues: a compatible EV or compatible EVSE loses its local connectivity at the customer's home, the OEM's telematic platform temporarily goes offline, or the Service Provider's access to connect to the hardware has expired or has been revoked by the Authorized User.
- b) Charging schedule issues: Service Provider charges an Authorized User's vehicle entirely or partly during peak-pricing hours when there are enough off-peak pricing hours to charge the vehicle to the specified battery level before the specified ready-by time; or the Service Provider does not charge the Authorized User's vehicle to the specified battery level before the specified ready-by time.
- c) Mobile app issues: the GridShift mobile application provided by the Service Provider does not receive or display push notifications authorized by the User, does not display accurate energy consumption or cost data for the Authorized User, or does not display an accurate location for the User's charging session(s).

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

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

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

Service Levels.

- a) Availability Service Level.
 - 1) Definitions.

- (a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
 - (b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the mutually agreed day(s) and time(s) during which Service Provider shall maintain the Services.
 - (c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.
 - (d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- 2) Service Level Standard. Services will be available to Authorized Users for normal use 99% of the Scheduled Uptime.
- 3) Calculation. $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point) x \$10,000
- 4) Performance Credit.
- (a) Where Percentage Uptime is greater than or equal to 99%, no Performance Credit will be due to SVCE.
 - (b) Where Percentage Uptime is less than 99%, SVCE shall be due a Performance Credit proportional to the % reduction in Percentage Uptime for the reporting month.
- 5) Example Calculation.
- (a) Assuming reporting month is February 2012 (41,760 minutes).
 - (b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).
 - (c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).
 - (d) Assuming Actual Uptime of 40,000 minutes. A Percentage Uptime is calculated as follows: $(40,000 / 40,800) * 100 = 98.04\%$.
 - (e) The threshold of 99% less the Percentage Uptime of 98.04% = 0.96%.
 - (f) SVCE is due 0.96% of \$10,000 as a Performance Credit.
- b) Technical Support Problem Response and Resolution Service Level.
- 1) Definition. "Total Problems" shall mean the total of problems occurring in the reporting month.
 - 2) Service Level Standard. The Service Provider will respond to two categories of problems associated with delivery of the Services:

- i) Problems that shall be investigated and resolved within 5 working days if the problem prevents >25% of Authorized Users from accessing the Services to charge their vehicle as required; and
- ii) Problems that shall be investigated and resolved within 15 working days if >25% of Authorized Users are able to access the Services to charge their vehicle as required, but are unable to access a specific functionality delivered by the Service Provider.
- 3) Calculation. Performance Credit = (Number of problems occurred in any one calendar month) x 25% x \$10,000.
- 4) Performance Credit. Performance Credit will be issued up to a maximum of \$5,000 in any calendar month.
- 5) Example Calculation
- (a) Number of problems occurred in any one calendar month = 2
- (b) Performance credit = $2 \times 0.25 \times \$10,000 = \$5,000$.

EXHIBIT B SCHEDULE OF PERFORMANCE

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

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

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

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

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

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



Staff Report – Item 1f

Item 1f: Adopt Resolution Authorizing the Chief Executive Officer to Execute Master Agreement with Dynasty Power Inc. to Enable the Execution of Energy Transactions

From: Monica Padilla, CEO

Prepared by: Zakary Liske, Deputy Director of Power Resources
Bob Tang, Power Supply Project Manager

Date: 4/10/2024

RECOMMENDATION

Adopt Resolution 2024-08 delegating authority to the Chief Executive Officer (CEO) to execute a Master Agreement (as defined below) with Dynasty Power Inc. (“Dynasty”).

BACKGROUND

SVCE bases its power supply agreements on the industry-standard Edison Electric Institute (EEI) master power purchase and sale agreement (“Master Agreement”). The Master Agreement is a widely used standard form agreement containing general terms and conditions for electric power transactions. The SVCE Board of Directors (“Board”) via resolution and/or minute action, has authorized the CEO to execute Master Agreements with multiple counterparties and has delegated authority to transact under the Master Agreements contingent on limits related to term, price and/or products such as renewable energy and resource adequacy capacity. To-date, SVCE has executed EEI agreements with 18 counterparties.

The Board-approved Energy Risk Management Policy “ERM Policy” establishes limits for the types of transactions the CEO, or her designee, may execute along with limits on authority related to term, volume and dollars and necessary oversight. The Board most recently approved a revised ERM Policy in August 2023. The Master Agreements are intended to work within the parameters of the ERM Policy.

Over the course of several months in 2023 and 2024, Dynasty and SVCE negotiated an EEI Master Agreement. The two parties have agreed to certain terms and provisions as defined in the attached EEI Cover and Collateral Annex, which have been reviewed and approved by SVCE’s counsel and are consistent with the terms approved by the Board under existing Master Agreements.

ANALYSIS & DISCUSSION

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

The Board may either execute Master Agreement and subsequent Confirmations or delegate such authority to the CEO, which the Board has done subject to certain limitations and adherence to the Board-approved Energy Risk Management Policy.

Dynasty Master Agreement

Dynasty is a power marketer based in Alberta, Canada with operations in the United States power markets, including the CAISO. The proposed Master Agreement would enable SVCE to enter transactions with Dynasty which will add a new counterparty when SVCE makes wholesale purchases, providing additional depth and competition to SVCE's power procurement activities, especially for energy and resource adequacy capacity transactions.

The CEO requests authority to execute the Master Agreement as provided for in Attachment 2, which contains the proposed terms under the Cover Sheet, as well as Paragraph 10 to the Collateral Annex in Attachment 3, which details the credit elections for both parties.

STRATEGIC PLAN

Maintaining a strong set of enabled counter parties helps meet SVCE's Strategic Plan, Goal 7 Acquire clean and reliable electricity in a cost effective, equitable and sustainable manner; Measure 1: Meet SVCE-Board directed 100% Clean goals and Integrated Resource Plan directives; RPS mandates; RA obligations; and procurement mandates.

ALTERNATIVE

SVCE could choose to not execute the Master Agreement with Dynasty, potentially resulting in a less competitive procurement process and a less optimal approach to electricity and related product procurement.

FISCAL IMPACT

There is no expected fiscal impact as a result of approving this Master Agreement with Dynasty. Any future transactions with Dynasty would be made within SVCE's approved budget at the time.

ATTACHMENTS

1. Resolution No. 2024-08 Delegating Authority to the Chief Executive Officer to Execute a Master Agreement with Dynasty Power Inc.
2. Master Power Purchase and Sale Agreement with Dynasty Power Inc. – Cover Sheet
3. Paragraph 10 to the Collateral Annex to the EEI Master Power Purchase and Sale Agreement with Dynasty Power Inc.

RESOLUTION NO. 2024-08

RESOLUTION OF THE BOARD OF DIRECTORS OF SILICON VALLEY CLEAN ENERGY AUTHORITY DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE A MASTER AGREEMENT WITH DYNASTY POWER INC.

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

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

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

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

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

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

WHEREAS, the Board has approved the following Suppliers under an Approved Master Agreement:

- 3 Phases Renewables Inc.
- BP Energy Company
- Boston Energy Trading and Marketing LLC
- Calpine Energy Services, L.P.
- Citadel Energy Marketing LLC
- City of Palo Alto
- Constellation Energy Generation, LLC
- DTE Energy Trading, Inc.
- Mariposa Energy, LLC

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

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

WHEREAS, Silicon Valley Clean Energy desires to enter into a Master Agreement with Dynasty Power Inc.

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

1. Execute the Master Agreement with Dynasty Power Inc. with terms consistent with the form of agreement presented to the Board of Directors, which following such execution by both parties, shall become an Approved Master Agreement.

ADOPTED AND APPROVED this 10th day of April 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:

Secretary

DRAFT

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* (“Master Agreement”) is made as of the following date: **March 19, 2024** (“Effective Date”). The Master Agreement, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions shall be referred to as the “Agreement.” The Parties to this Master Agreement are the following:

Name: Dynasty Power Inc., an Alberta corporation (“**Party A**”)

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

All Notices:

411-8th Avenue SW
Calgary AB T3H 0Z2

Attn: Yan Petchatnikov
Phone: [REDACTED]
Email: [REDACTED]
Duns: [REDACTED]
Federal Tax ID Number: [REDACTED]

All Notices:

333 W. El Camino Real, Suite 330
Sunnyvale, California 94087
Attn: Monica Padilla, CEO and Kris VanVactor ,
Director of Power Resources
Phone: [REDACTED]
Email [REDACTED]
[REDACTED]
Duns: [REDACTED]
Federal Tax ID Number: [REDACTED]

Invoices and Payments:

Attn: DYNP Accounting
Phone: [REDACTED]
Email: [REDACTED]

Invoices:

Attn: Power Supply Group
Phone: [REDACTED]
Email: [REDACTED]

Scheduling:

Attn: Real Time Desk
Phone: [REDACTED]
Email: [REDACTED]

Scheduling:

Attn: ZGlobal
Phone: [REDACTED]
[REDACTED]
Email: [REDACTED]

Confirmations:

Attn: Aisha Khan
Phone: [REDACTED]
Email: [REDACTED]
With a copy to: [REDACTED]

Confirmations:

Attn: _____
Phone: _____
Email: _____

Payments:

Attn: Finance Group
Phone: [REDACTED]
Email: [REDACTED]

Wire Transfer:

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

Wire Transfer:

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

Credit and Collections:

Attn: Shereen Lewis

Phone: [REDACTED]

Email: [REDACTED]

With a copy to: [REDACTED]

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

Attn: Shereen Lewis

Phone: [REDACTED]

Email: [REDACTED]

With a copy to:

Attn: Yan Petchatnikov

Email: [REDACTED]

Credit and Collections:

Attn: Finance Group

Phone: [REDACTED]

Email: [REDACTED]

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

Hall Energy Law PC

Attn: Stephen Hall

Phone: [REDACTED]

Email: [REDACTED]

and to:

Monica Padilla, COO and Director of Power Resources

Email: [REDACTED]

and to:

Amrit Singh, CFO and Director of Administrative Services

Email: [REDACTED]

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff: _____ Dated: _____ Docket Number: _____

Party B Tariff N/A

Article Two

Transaction Terms and Conditions Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Cross Default for Party A:

Events of Default; Remedies

Party A: Cross Default Amount \$ XXXXXXXXXX _____

Other Entity: Cross Default Amount \$ _____

Cross Default for Party B:

Party B: SVCE Cross Default Amount \$ XXXXXXXXXX _____

Other Entity: Cross Default Amount \$ _____

5.6 Closeout Setoff:

- Option A (Applicable if no other selection is made.)
- Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: _____
- Option C (No Setoff)

Article Eight

8.1 Party A Credit Protection:

Credit and Collateral Requirements

(a) Financial Information:

- Option A
- Option B Specify: _____
- Option C Specify: _____

(1) The annual report containing audited consolidated financial statements for such fiscal year of Party B prepared in accordance with generally accepted accounting principles as soon as practicable after demand, but in no event later than 150 days after the end of each annual period and such request will be deemed to have been filled if such financial statements are available at <https://www.svcleanenergy.org>, and (2) monthly unaudited financial statements for Party B

as soon as practicable upon demand, but in no event later than 90 days after the applicable month. Should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. Such request will be deemed to have been filled if such financial statements are available at <https://www.svcleanenergy.org>

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

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

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

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

- Other - Specify:

(e) Guarantor for Party B: N/A

Guarantee Amount: N/A

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: _____
- Option C Specify:

The annual report containing unaudited consolidated financial statements for such fiscal year of Party A as soon as practicable after demand, but in no event later than 150 days after the end of each annual period of Party A and unaudited quarterly financials within 90 days after the end of each quarterly period of Party A. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with Canadian IFRS; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- X Applicable

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

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

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

(e) Guarantor for Party A: N/A.

Guarantee Amount: N/A

Article Ten

Confidentiality Confidentiality Applicable If not checked, inapplicable.

Schedule M

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

Other Changes

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

ARTICLE ONE: GENERAL DEFINITIONS.

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

“Notwithstanding the foregoing, the Parties hereby agree and acknowledge that with respect to Party B, the public entities designated as members or participants under the Joint Powers Agreement creating Party B shall not constitute or otherwise be deemed an “Affiliate” for the purposes of this Master Agreement or any Confirmation executed in connection therewith.”

2. Section 1.3 is amended and restated in its entirety as follows:

“**1.3 ‘Bankrupt’** means, with respect to a Party or other Entity, that such Party or other entity (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgement or insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation; (v) commences a voluntary proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indications its consent to, approval of, or acquiescence in, any of the foregoing acts.”

3. “**Business Day**”: Section 1.4 is amended by deleting the first sentence and replacing it to read as follows:
“Business Day” means any day except a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Holiday.
4. A new Section 1.8A is added as follows:

“**1.8A ‘Collateral Annex’** means that certain Collateral Annex to this Agreement, dated as of the date hereof, between Party A and Party B.”

5. **Credit Rating**: Section 1.12 is amended by deleting the word “issues” and replacing it with the word “issuer”.
6. **Force Majeure**: Section 1.23 is amended by (i) deleting from the second and third lines the phrase “which event or circumstance was not anticipated as of the date the Transaction was agreed to,” and (ii) inserting in the thirteenth line thereof before the phrase “foregoing factors” the word “two.”
7. **Gains**: Section 1.24 is amended by adding before the period at the end thereof the following: “in accordance with Section 5.2” and by adding at the end: “based on the Interest Rate for such period.”
8. A new Section 1.26A is added as follows:

“**Joint Powers Agreement**” means the Joint Powers Agreement, effective as of March 31, 2016, as amended, providing for the formation of Party B, as such agreement may be further amended or amended and restated.”
9. **Letters of Credit**: Section 1.27 is amended by deleting the phrase “or a foreign bank with a U.S. branch” and replacing it with the phrase “or a U.S. branch of a foreign bank domiciled in Canada or Europe.”
10. **Losses**: Section 1.28 is amended by adding to the end thereof: “based on the Interest Rate for such period.”
11. **Recordings**: Section 1.50 is amended by deleting the reference to section “2.4” and replacing it with “2.5”.
12. **Replacement Price**: Section 1.51 is amended by adding “for delivery” immediately before “at the Delivery Point” in the second line, and replacing “at Buyer’s option” with “absent a purchase” in the fifth line.
13. **S&P**: Section 1.52 is amended by (i) deleting the words “Rating” and “Group” from the first line and replacing with “Financial Services LLC” and (ii) by replacing the words in the parenthetical with “a subsidiary of McGraw-Hill Companies, Inc.”
14. **Sales Price** Section 1.53 is amended by:
 - (i) deleting the phrase “at the Delivery Point” from the second line;
 - (ii) deleting the phrase in line 5 “at the Seller’s option” and replacing it with “absent a sale (assuming that a sale could have been made by Seller with the exercise of commercially reasonable efforts);”
and
 - (iii) inserting after the word “liability” in the ninth line the following: “provided, further, if the Seller is unable after using commercially reasonable efforts to resell all or a portion of the Product not received by the Buyer, the Sales Price with respect to such unsold Product shall be deemed equal to zero (0).”
15. **Settlement Amount**: Section 1.56 is amended by deleting the words “pursuant to Section 5.2” and by adding before the period at the end thereof the following: “, as determined in accordance with Section 5.2.”

16. **“Transaction”**: Section 1.60 is amended by inserting the words “in writing” immediately following the words “agreed to.”

17. Article One is amended to add the following as Section 1.62:

“Governmental Charges’ means all applicable federal, state and local ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise and other taxes (other than taxes based on income or net worth), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a governmental authority, independent system operator, utility, transmission and distribution provider or similar person, however styled or payable, on or with respect to the Product or a Transaction.”

18. Article One is amended to add the following as Section 1.64

“Specified Transaction’ means any agreement or transaction between Party A and Party B that is a swap, option, derivative, or other financially settled agreement, or an agreement or transaction for the purchase, sale, or exchange of physical commodities, including electric energy or capacity, natural gas, natural gas liquids, renewable energy certificates, emissions allowances, offsets, and credit, whether in existence as of the Effective Date or entered into thereafter.”

18. Article One is amended to add the following as Section 1.65:

“Transmission Costs’ means all costs, fees and charges arising out of or in connection with the use of electric transmission service including location differential charges, transmission losses, loss charges, transmission congestion charges, uplift charges, congestion charges, load settlement costs, inadvertent energy flows and charges, and costs incurred for complying with prudential support.”

ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS.

1. Section 2.1 is deleted in its entirety and replaced with the following:

“A Transaction, or an amendment, modification or supplement thereto, shall be entered into only upon a writing signed by both Parties via facsimile, email, or ICE chat. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction; provided, however, Party A acknowledges that no employee of Party B may amend or otherwise materially modify this Master Agreement, without the approval of the board of Party B, which may be granted on a prospective basis, and that evidence of such approval, including the names and signatures of employees of Party B with authority to act on behalf of Party B, will be provided upon request”

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

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

amended or modified except by an instrument in writing signed by both of the Parties. A Confirmation shall control in the event of any conflict with the terms of this Master Agreement or any exhibit, schedule or written supplements thereto. Seller shall confirm a Transaction by forwarding to Buyer by email within three (3) Business Days after the Transaction is entered into, a partially-executed proposed form of Confirmation. If Seller fails to send a partially-executed proposed form of Confirmation within three (3) Business Days after the Transaction is agreed to, a partially-executed proposed form of Confirmation may be forwarded by Buyer to Seller by email for counter-signature. If the Party receiving the Confirmation fails to sign and return the Confirmation within three (3) Business Days, the Transaction shall nevertheless be deemed to be effective and the Confirmation deemed to be signed. Notwithstanding anything to the contrary in this Master Agreement, the Master Agreement and any and all Transactions may not be orally amended or modified.”

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

ARTICLE THREE: OBLIGATIONS AND DELIVERIES.

1. Section 3.1 is amended by adding to add the phrase “, including all Transmission Costs,” after the words “costs or charges” in each of the sixth and the eighth lines.
2. Section 3.2 is amended by adding the following text to the end of the Section: “Product deliveries shall be scheduled in accordance with the then-current applicable tariffs, protocols, operating procedures and scheduling practices for the relevant region.”

ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES.

1. In Section 5.1(a) change “three (3) Business Days” to “five (5) Business Days”.
2. In Section 5.1(g), delete the phrase “or becoming capable at such time of being declared,” on the eighth line of the Section, and add the following at the end of the Section:

“provided, however, that no default or event of default shall be deemed to have occurred under this Section 5.1(g) to the extent that any applicable cure period or grace period is available;”

3. In Section 5.1(h)(v), add “made in connection with this Agreement” after “any guaranty”.
4. Section 5.1 is further amended by replacing the period at the end of subsection (h) with a semicolon, and adding new subsections which read as follows:

“(i) a representation or warranty with respect to the Defaulting Party’s financial statement that is false or misleading if such false or misleading statement is not remedied within thirty (30) days after written notice;

(j) a revocation or suspension by the Federal Energy Regulatory Commission of Party A’s authorization to make sales at market-based rates, and Party A is unable to reinstate such authorization within one hundred eighty (180) days; or

(k) a Party or its Guarantor suffering or being the subject of a default, event of default, termination event, breach or other similar condition or event (howsoever expressed) that has not been remedied within the applicable grace periods under any other agreement or instrument (including, without limitation, commodity and financial derivative agreements or transactions) between a Party or one of its Affiliates

and the other Party or one of its Affiliates, where the result of such event has been the termination and liquidation of transactions and the acceleration of amounts due thereunder.”

(l) With respect to a Letter of Credit or the issuer thereof, the occurrence of any of the following defaults, if such defaults are not remedied within three (3) Business Days following written notice from the Non-Defaulting Party to the Defaulting Party: (i) such issuer fails to maintain a credit rating of a least A- from S&P or A3 from Moody’s; (ii) such issuer fails to honor the beneficiary Party’s properly documented request to draw on such Letter of Credit or otherwise fails to comply with or perform its obligations under such Letter of Credit; (iii) such issuer disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of such Letter of Credit; (iv) such Letter of Credit expires or terminates, or fails or ceases to be in full force and effect at any time during the term of this Agreement, in any such case without replacement; or (v) such issuer becomes Bankrupt; provided, however, that no Event of Default shall occur or be continuing with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

5. Section 5.2 is amended by:

(i) deleting the following phrase from the last line: “as soon thereafter as is reasonably practicable”; and

(ii) adding the following to the end of that provision: “then each such Transaction shall be terminated as soon thereafter as reasonably practicable, and upon termination shall be deemed to be a Terminated Transaction and the Termination Payment payable in connection with all such Transactions shall be calculated in accordance with Section 5.3 below). The Gains and Losses for each Terminated Transaction shall be determined by the Non-Defaulting Party calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of that Terminated Transaction. In making such calculation, the Non-Defaulting Party may reference information supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include dealers, brokers and information vendors, including, without limitation, Intercontinental Exchange, Inc. If the Non-Defaulting Party’s calculation of the Termination Payment results in an amount that would be due to the Defaulting Party (i.e. the Defaulting Party was in-the-money), then the Termination Payment shall be deemed to be [REDACTED]”

6. Section 5.3 is amended by adding the phrase “plus, at the option of the Non-Defaulting Party, any cash or other form of liquid security then in the possession of the Defaulting Party or its agent pursuant to Article 8,” after the first use of the phrase “due to the Non-Defaulting Party” in the sixth line.

7. A new section 5.7 is added at the end of the section:

5.7 Dispute Resolution

(a) Intent of the Parties. Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement or any related Transaction is the dispute resolution procedure set forth in this Section 5.7. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless will continue to pursue resolution of the dispute by means of the dispute resolution procedure set forth in this Section 5.7.

(b) Management Negotiations.

(i) The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any related agreements by prompt negotiations between each Party’s authorized representative designated in writing as a representative of the Party (each a “Manager”), with such negotiations commencing within 10 Business days

of written notice from one party to the other initiating dispute resolution (“Dispute Notice”).

- (ii) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.
- (iii) If the matter is not resolved within forty-five (45) days of initiation of management negotiations, or if the Party receiving the Dispute Notice to meet refuses or does not meet within the ten (10) Business Day period specified in Section 5.7(b)(i) above, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement

ARTICLE SEVEN: LIMITATIONS.

1. Section 7.1 is amended by:

(i) adding “SET FORTH IN THIS AGREEMENT” after “INDEMNITY PROVISION” and before “OR OTHERWISE,” in the fifth sentence;

(ii) adding in the eighteenth line the words “PROVIDED, HOWEVER, NOTHING IN THIS SECTION SHALL AFFECT THE ENFORCEABILITY OF THE PROVISIONS OF THIS AGREEMENT EXPRESSLY ALLOWING FOR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO REMEDIES FOR FAILURE TO DELIVER/RECEIVE IN SECTIONS 4.1 AND 4.2, AND CALCULATION AND PAYMENT OF THE TERMINATION PAYMENT IN SECTIONS 5.2 AND 5.3.” immediately after the words “ANY INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT OR OTHERWISE”; and

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

ARTICLE NINE: GOVERNMENTAL CHARGES

1. Section 9.2 is amended and restated so that the first sentence of 9.2 is deleted in its entirety and replaced with: “Seller shall pay or cause to be paid all Governmental Charges on or with respect to the Product or a Transaction arising prior to the Delivery Point.”

ARTICLE TEN: MISCELLANEOUS.

1. Section 10.2(viii) is amended by adding at the end thereof: “; it is understood that information and explanations of the terms and conditions of each such Transaction shall not be considered investment or trading advice or a recommendation to enter into such Transaction; no communication (written or oral) received by either Party from the other Party shall be deemed to be an assurance of guarantee as to the expected results of such Transaction; and neither Party is acting as a fiduciary for or an adviser to the other Party or its Affiliates in respect of such Transaction;”
2. Section 10.2(ix) is deleted in its entirety and replaced with the following:

“such Party intends that it is a “forward contract merchant” within the meaning of the Title 11 of the United States Code, as amended (the “Bankruptcy Code”), all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute a “settlement payment” within the meaning of the

Bankruptcy Code, all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute a “margin payment” within the meaning of the Bankruptcy Code, each Party shall have the “contractual right” to terminate, liquidate, accelerate, or offset the transaction as a “master netting agreement participant” within the meaning of the Bankruptcy Code, electricity delivered hereunder constitutes a “good” under Section 503(b)(9) of the Bankruptcy Code, and the Parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code.”

3. After Section 10.2(xii) add the following:

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

(xiv) it intends that all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute “settlement payments”;

(xv) it intends that all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute “margin payments”;

(xvi) it intends that each Party’s rights under Section 5.2, Declaration of an Early Termination Date and Calculation of Settlement Amounts, and Section 5.3, Net Out of Settlement Amounts constitute a “contractual right to liquidate” Transactions;

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

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

4. Section 10.6 is amended by deleting the sentence “EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.”

and adding the following after the last line: “(a) EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF NEW YORK LAW FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.

The Parties intend for the waiver in clause (a) above to be enforced to the fullest extent permitted under applicable law as in effect from time to time. ”

5. Section 10.7 shall be deleted in its entirety and replaced with the following:

“**Notices.** All notices, requests, statements or payments shall be made as specified in the Cover Sheet. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may

be delivered by hand delivery, United States mail, overnight courier service or email. Notice given by email or hand delivery shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Notice by overnight United States mail or courier shall be effective on the date of delivery. A Party may change its addresses by providing notice of same in accordance herewith; provided, however, that changes to invoice, payment, wire transfer and other banking information on the Cover Sheet must be made in writing and delivered via certified mail and shall be effective only after verification by the contact listed under the Invoices and/or Payments section of the pre-existing Cover Sheet..”

6. Section 10.8 is amended by:

(i) adding at the end of the second to last sentence: “and the rights of either Party pursuant to (i) Article 5, (ii) Section 7.1, (iii) Section 10.11 (iv) Waiver of Jury Trial provisions, if applicable, (v) the obligation of either Party to make payments hereunder, (vi) Section 10.4, (vii) Section 10.6 and (viii) Section 10.16 shall also survive the termination of the Agreement or any Transaction.”; and

(ii) adding the following to the end thereof: “This Master Agreement may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. Delivery of an executed signature page of this Master Agreement and any Confirmation by electronic mail transmission shall be effective as delivery of a manually executed signature page.”

7. Section 10.9 is amended by inserting the words “copies of” after the word “examine” in line 2.

8. Section 10.10 is amended by adding the following after the last sentence of Section 10.10:

“Each Party further agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort.”

9. Section 10.11 is deleted in its entirety and replaced with the following:

“Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction or counterparty analysis under this Master Agreement or the completed Cover Sheet to this Master Agreement to a third party (other than the Party's employees, lenders, counsel, accountants or advisors, or any such representatives of a Party's Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure and shall inform the other Party in advance of disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

Party A and Party B acknowledge and agree that the Master Agreement and any Transactions entered into in connection therewith are subject to the requirements of the California Public Records Act (Government Code Section 7920 et seq.). In order to designate information as confidential, the disclosing party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.”

Upon request or demand of any third person or entity not a Party hereto to Party B pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“Requested Confidential Information”), Party B will as soon as practical notify Party A in writing via

email that such request has been made and will not disclose the Requested Confidential Information until Party A has been afforded an adequate opportunity to seek protection of the Requested Confidential Information from disclosure. Party A will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by Party B. If Party A takes no such action within sixty (60) days after receiving the foregoing notice from Party B, Party B shall, at its discretion, be permitted to comply with the third party's request to the extent required by the California Public Records Act and is not required to defend against it. If Party A does take or attempt to take such action, Party B shall provide timely and reasonable cooperation to Party A, if requested by Party A.

Despite any other provision of this Agreement, the confidentiality obligation in this Agreement shall not apply to the 'tax structure' or 'tax treatment' (as these terms are defined in Section 1.6011-4(c)(8) and (9), or any successor provision, of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the 'Code')) of any transaction, and each Party (and any representative of each Party) may disclose to any and all Persons, without limitation of any kind, the "tax structure" and "tax treatment" (as these terms are defined in Sections 1.6011-4(c)(8) and (9), or any successor provision, of the Treasury Regulations) of any Transaction; provided that the confidentiality provisions of this Agreement shall continue to apply to any Transaction information irrelevant to understanding the tax structure or tax treatment of a Transaction. In addition, each Party acknowledges that it has no proprietary or exclusive right to any tax matter or tax idea related to any Transaction. Each Party recognizes that any privilege it may have with respect to the confidentiality of any Transaction, including with respect to confidential communications with an attorney or a federally authorized tax practitioner under Section 7252 of the Code, is not intended to be waived by the foregoing."

Party A's annual and quarterly financial statements and the relevant financial information are considered confidential information covered by this Section 10.11 to extent they are clearly labeled as "Confidential" by Party A.

10. The following Mobile-Sierra clause is added as a new Section 10.12:

"Standard of Review/Modifications.

(a) Absent the prior mutual written agreement of all parties to the contrary, the standard of review for any proposed changes to the rates, terms and/or conditions of service of this Agreement or any Transaction entered into thereunder, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) and further refined in *NRG Power Marketing v. Maine Public Utilities Commission*, 558 U.S. 165 (2010) (the "Mobile-Sierra" doctrine).

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

do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).”

11. The following is added as a new Section 10.13:

“Physical Transactions. The Parties understand and agree that the Transactions under this Agreement are physical transactions for deferred delivery, and that the Parties contemplate making or taking physical delivery of electric energy or capacity attributes. Party B is a commercial entity engaged in the business of delivering electric energy to its retail load and routinely makes or takes delivery of electric energy in order to provide service to its retail electric customers.”

12. The following is added as a new Section 10.14:

“Imaged Agreement. Any original executed Agreement, Confirmation or other related document may be photocopied and stored on computer tapes and disks (the “Imaged Agreement”). The Imaged Agreement, if introduced as evidenced on paper, the Confirmation, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the Confirmation or the Imaged Agreement (or photocopies of the Confirmation or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.”

13. The following is added as a new Section 10.15:

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

14. The following is added as a new Section 10.16:

“No Recourse Against Constituent Members of Party B. Party B is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Party B will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Party A will have no rights and will not make any claims, take any actions or assert any remedies against any of Party B’s constituent members, or the officers, directors, advisors, contractors, consultants or employees of Party B or Party B’s constituent members, in connection with this Agreement.”

15. The following is added as Section 10.18:

“Agreement to Deliver Documents.

- (a) Each of Party A and Party B will deliver, on or before the execution and delivery of this Agreement, a copy of the delivering Party’s W-9 Taxpayer Identification Number and Certification Form or equivalent.”

SCHEDULE M: GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEM.

Schedule M is hereby deleted in its entirety and replaced with the following:

(a) The Parties agree to add the following definitions to Article One:

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

“**Collateral Agent**” has the meaning in the Security Documents.

“**Depository Bank**” has the meaning in the Security Documents.

“**Intercreditor and Collateral Agency Agreement**” means the Intercreditor and Collateral Agency Agreement, among the Collateral Agent, Party B and the PPA Providers party thereto from time to time.

“**Secured Account**” means the Lockbox Account (as defined in the Security Agreement).

“**Secured Creditors**” means each PPA Provider that is a party to the Intercreditor and Collateral Agency Agreement and its respective successors and assigns.

“**Security Agreement**” means the Security Agreement, between Party B and Collateral Agent, as collateral agent for the benefit of the Secured Creditors.

“**Security Documents**” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement, among the Depository Bank, Party B and the Collateral Agent.

“**Special Fund**” means the Secured Account, which is set aside and pledged to satisfy Party B’s obligations hereunder and out of which amounts shall be paid to satisfy all of Party B’s obligations under this Master Agreement for the entire Delivery Period.

(i) The following sentence shall be added to the end of the definition of “**Force Majeure**” in Article One:

“If the Claiming Party is a Governmental Entity or Public Power System, Force Majeure does not include any action taken by the Governmental Entity or Public Power System in its governmental capacity.”

(b) The Parties agree to add the following sections to Article Three:

Section 3.4 No Immunity Claim. Party B warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (provided that such court is located within a venue permitted under the Agreement), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment; provided, however, that nothing in this Agreement shall waive the obligations and/or rights set forth in the California Government Claims Act (Government Code Section 810 et seq.).

Section 3.5 Party B Security. With respect to each Transaction, Party B shall have created and set aside a Special Fund and shall have entered into the Security Documents.”

(c) The Parties agree to add the following Section to Article Eight:

“**Section 8.4 Government Security.** As security for payment and performance of Party B’s obligations hereunder, Party A shall have the right to enter into the Security Documents and become a Secured Creditor through execution and delivery of a Joinder (as defined in the Intercreditor and Collateral Agency Agreement). Party A shall have the rights and remedies specified in the Security Documents and Party B shall comply with its duties, obligations and responsibilities as specified therein.”

(d) The Parties agree to add the following representations and warranties to Section 10.2:

“Further and with respect to a Party that is a Governmental Entity or Public Power System, such Governmental Entity or Public Power System represents and warrants to the other Party continuing throughout the term of this Master Agreement, with respect to this Master Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Master Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act and the Public Power System’s ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Governmental Entity or Public Power System are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other applicable law, (iii) entry into and performance of this Master Agreement by Governmental Entity or Public Power System are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Master Agreement does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and applicable law, (v) the Public Power System’s obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law or (b) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Governmental Entity or Public Power System’ obligations hereunder and under each Transaction or (c) are to be made solely from a Special Fund, (vi) entry into and performance of this Master Agreement and each Transaction by the Governmental Entity or Public Power System will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of Governmental Entity or Public Power System otherwise entitled to such exclusion, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Governmental Entity or Public Power System or create any kind of lien on, or security interest in, any property or revenues of Governmental Entity or Public Power System which, in either case, is proscribed by any provision of the Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.”

(e) The Parties agree to add the following sentence at the end of Section 10.6 - Governing Law:

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

SCHEDULE P: PRODUCTS AND RELATED DEFINITIONS.

1. The Parties agree to add the following definitions to Schedule P:

““**CAISO Energy**” means with respect to a Transaction, a Product under which the Seller shall sell and the Buyer shall purchase a quantity of energy equal to the hourly quantity without Ancillary Services (as defined in the California Independent System Operator (“CAISO”) Tariff) that is or will be scheduled as a schedule coordinator to schedule coordinator transaction pursuant to the applicable tariff and protocol

provisions of the CAISO tariff, as amended from time to time for which the only excuse for failure to deliver or receive is an “Uncontrollable Force” as defined in the CAISO Tariff.”

“**West Firm**” or “**WSPPC-Firm**” means with respect to a Transaction, a Product defined by the WSPP Agreement as amended, in Service Schedule C as Firm Capacity/Energy Sale or Exchange Service.”

“**West Firm**” means with respect to a Transaction, firm energy as detailed in the WSPP Service Schedule C, as amended from time to time, which is a Product that is or will be scheduled as firm energy consistent with the most recent rules adopted by the WSCC for which the only excuses for failure to deliver or receive are if an interruption is (i) due to an Uncontrollable Force as provided in Section 10 of the WSPP Agreement; or (ii) where applicable, to meet Seller’s public utility or statutory obligations to its customers. Despite any other provision in this Agreement, if Seller exercises its right to interrupt to meet its public utility or statutory obligations, Seller shall be responsible for payment of damages for failure to deliver firm energy as provided in Article 4 of this Agreement.”

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

2. The Parties agree to add the following new Section 7 to Schedule P:

“**Other Products and Service Levels:** If the Parties agree to a service level defined by a different agreement (e.g., the WSPP Agreement, the California Independent System Operator tariff, etc.) for a particular Transaction, then, unless the Parties expressly state and agree that all the terms and conditions of such other agreement will apply, such reference to a service level/product shall be defined by such other agreement, including, if applicable, the regional reliability requirements and guidelines as well as the excuses for performance, Force Majeure, Uncontrollable Forces, or other such excuses applicable to such other agreement, to the extent inconsistent with the terms of this Agreement, but all other terms and conditions of this Agreement shall remain applicable including, without limitation, Section 2.2.”

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

[Signatures appear on the following page.]

CONFIDENTIAL

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

DYNASTY POWER INC.

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

Yan
Petchatnikov
By: _____
Digitally signed by Yan Petchatnikov
Date: 2024.03.22 14:05:18 -06'00'

By: _____

Name: Yan Petchatnikov
Name: _____

Name: _____

Title: Director, Risk & Operations
Title: _____

Title: _____

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

PARAGRAPH 10
to the
COLLATERAL ANNEX
to the
EEl MASTER POWER PURCHASE AND SALE AGREEMENT

CREDIT ELECTIONS COVER SHEET

Between
Dynasty Power Inc. (“Party A”)
and
Silicon Valley Clean Energy Authority (“Party B”)

Paragraph 10. Elections and Variables

I. Collateral Threshold.

A. Party A Collateral Threshold.

- [REDACTED] (the “Threshold Amount”); *provided, however*, that if (x) an Event of Default has occurred and is continuing with respect to Party A; or (y) a Party A NAV Event has occurred and is continuing, then Party A’s Threshold Amount shall be zero (0). For the avoidance of doubt, (1) the occurrence of a Party A NAV Event shall not constitute an Event of Default or Potential Event of Default under this Agreement and (2) if, at any time after a Party A NAV Event occurs, whenever Party A’s NAV increases to an amount equal to or above [REDACTED], then the Threshold Amount with respect to Party A shall be reset to [REDACTED] so long as no Event of Default then exists with respect to Party A.

“**Calculation Date**” means the last day of any quarter.

“**Party A’s NAV**” means, as of the most recent Calculation Date, the total assets minus total liabilities (measured according to generally accepted accounting principles consistently applied) of Party A as determined by Party A and specified to Party B in an unaudited estimate of Party A’s NAV as of such Calculation Date, with such unaudited estimate to be delivered by Party A to Party B upon request by Party B, within fifteen (15) days of such Calculation Date.

“**Party A NAV Event**” means Party A’s NAV is [REDACTED].

- (a) The amount (the “Threshold Amount”) set forth below under the heading “Party A Collateral Threshold” opposite the Credit Rating for Party A on the relevant date of determination, or (b) zero if on the relevant date of determination Party A does not have a Credit Rating from the rating agency specified below or an Event of Default or a Potential Event of Default with respect to Party A has occurred and is continuing; *provided, however*, in the event that, and on the date that, Party A cures the Potential Event of Default on or prior to the date that Party A is required to post Performance Assurance to Party B pursuant to a demand made by Party B pursuant to the provisions of the Collateral Annex on or after the

occurrence of such Potential Event of Default, (i) the Collateral Threshold for Party A shall automatically increase from zero to the Threshold Amount and (ii) Party A shall be relieved of its obligation to post Performance Assurance pursuant to such demand.

Party A

<u>Collateral Threshold</u>	<u>S&P's Credit Rating</u>
\$ [REDACTED]	A- (or above)
\$ [REDACTED]	BBB+
\$ [REDACTED]	BBB
\$ [REDACTED]	BBB-
\$ [REDACTED]	Below BBB- or non-rated

“Threshold Amount” means (a) The lesser of (i) the amount of the Guaranty Agreement provided to Party B by Party A’s Guarantor and (ii) the amount (the “Threshold Amount”) set forth below under the heading “Party A Collateral Threshold” opposite the Credit Rating for Party A’s Guarantor on the relevant date of determination, and if Party A’s Guarantor Credit Ratings shall not be equivalent, the lower Credit Rating shall govern or (b) zero if on the relevant date of determination Party A’s Guarantor does not have a Credit Rating from the rating agency specified below or an Event of Default with respect to Party A has occurred and is continuing; provided, however, in the event that, and on the date that, Party A cures the Potential Event of Default on or prior to the date that Party A is required to post Performance Assurance to Party B pursuant to a demand made by Party B pursuant to the provisions of the Collateral Annex on or after the occurrence of such Potential Event of Default, (i) the Collateral Threshold for Party A shall automatically increase from zero to the Threshold Amount and (ii) Party A shall be relieved of its obligation to post Performance Assurance pursuant to such demand.

Party A

<u>Collateral Threshold</u>	<u>S&P's Credit Rating</u>
\$ [REDACTED]	A- (or above)
\$ [REDACTED]	BBB+
\$ [REDACTED]	BBB
\$ [REDACTED]	BBB-
\$ [REDACTED]	Below BBB- or non-rated

- The amount of the Guaranty Agreement dated ____ from ____, as amended from time to time but in no event shall Party A’s Collateral Threshold be greater than \$_____.
- Other:

B. Party B Collateral Threshold.

- \$[_____] (the “Threshold Amount”); provided, however, that, notwithstanding the foregoing, the Collateral Threshold for Party B shall be zero upon the occurrence and during the continuance of an Event of Default with respect to Party B or upon the existence of any Downgrade Event with respect to Party B as defined and specified in any Confirmation under this Agreement.

- (a) The amount (the “Threshold Amount”) set forth below under the heading “Party B Collateral Threshold” opposite the Credit Rating for [Party B][Party B’s Guarantor] on the relevant date of determination, or (b) zero if on the relevant date of determination [Party B][its Guarantor] does not have a Credit Rating from the rating agency specified below or an Event of Default or a Potential Event of Default with respect to Party B has occurred and is continuing; provided, however, in the event that, and on the date that, Party B cures the Potential Event of Default on or prior to the date that Party B is required to post Performance Assurance to Party A pursuant to a demand made by Party A pursuant to the provisions of the Collateral Annex on or after the occurrence of such Potential Event of Default, (i) the Collateral Threshold for Party B shall automatically increase from zero to the Threshold Amount and (ii) Party B shall be relieved of its obligation to post Performance Assurance pursuant to such demand:

<u>Party B</u>	
<u>Collateral Threshold</u>	<u>Credit Rating</u>
\$ _____	_____ (or above)
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	Below _____

- The Threshold Amount means the lesser of: (a) the amount (the “Threshold Amount”) set forth below under the heading “Party B Collateral Threshold” opposite the Credit Rating from the rating agency specified below for Party B on the relevant date of determination, or (b) zero if on the relevant date of determination Party B does not have a Credit Rating from the rating agency specified below or an Event of Default with respect to Party B has occurred and is continuing.

<u>Party B</u>	
<u>Collateral Threshold</u>	<u>S&P Credit Rating</u>
\$ [REDACTED]	A- (or above)
\$ [REDACTED]	BBB+
\$ [REDACTED]	BBB
\$ [REDACTED]	BBB-
\$ [REDACTED]	Below BBB- or non-rated

- The amount of the Guaranty Agreement dated _____ from _____, as amended from time to time but in no event shall Party B's Collateral Threshold be greater than \$_____.
- Other – see attached threshold terms

II. Eligible Collateral and Valuation Percentage.

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

		<u>Party A</u>	<u>Party B</u>	<u>Valuation Percentage</u>
(A)	Cash	[X]	[X]	100%
(B)	Letters of Credit	[X]	[X]	100% unless a Letter of Credit Default shall have occurred and be continuing with respect to such Letter of Credit in which case the Valuation Percentage shall be zero (0).
(C)	Other	[]	[]	_____%

III. Independent Amount.

A. Party A Independent Amount.

- Party A shall have a Fixed Independent Amount of [REDACTED]. If the Fixed Independent Amount option is selected for Party A, then Party A (which shall be a Pledging Party with respect to the Fixed IA Performance Assurance) will be required to Transfer or cause to be Transferred to Party B (which shall be a Secured Party with respect to the Fixed IA Performance Assurance) Performance Assurance with a Collateral Value equal to the amount of such Independent Amount (the “Fixed IA Performance Assurance”). The Fixed IA Performance Assurance shall not be reduced for so long as there are any outstanding obligations between the Parties as a result of the Agreement, and shall not be taken into account when calculating Party A's Collateral Requirement pursuant to the Collateral Annex. Except as expressly set forth above, the Fixed IA Performance Assurance shall be held and maintained in accordance with, and otherwise be subject to, Paragraphs 2, 5(b), 5(c), 6, 7 and 9 of the Collateral Annex.
- Party A shall have a Full Floating Independent Amount of \$_____. If the Full Floating Independent Amount option is selected for Party A, then for purposes of calculating Party A's Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, such Full Floating Independent Amount for Party A shall be added by Party B to its Exposure Amount for purposes of determining Net Exposure pursuant to Paragraph 3(a) of the Collateral Annex.
- Party A shall have a Partial Floating Independent Amount of \$_____. If the Partial Floating Independent Amount option is selected for Party A, then Party A will be required to Transfer or cause to be Transferred to Party B Performance Assurance with a Collateral Value equal to the amount of such

Independent Amount (the “Partial Floating IA Performance Assurance”) if at any time Party A otherwise has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount) pursuant to Paragraph 3 of the Collateral Annex. The Partial Floating IA Performance Assurance shall not be reduced so long as Party A has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount). The Partial Floating Independent Amount shall not be taken into account when calculating a Party’s Collateral Requirements pursuant to the Collateral Annex. Except as expressly set forth above, the Partial Floating Independent Amount shall be held and maintained in accordance with, and otherwise be subject to, the Collateral Annex.

Not Applicable

B. Party B Independent Amount.

- Party B shall have a Fixed Independent Amount of [REDACTED]. If the Fixed Independent Amount Option is selected for Party B, then Party B (which shall be a Pledging Party with respect to the Fixed IA Performance Assurance) will be required to Transfer or cause to be Transferred to Party A (which shall be a Secured Party with respect to the Fixed IA Performance Assurance) Performance Assurance with a Collateral Value equal to the amount of such Independent Amount (the “Fixed IA Performance Assurance”). The Fixed IA Performance Assurance shall not be reduced for so long as there are any outstanding obligations between the Parties as a result of the Agreement, and shall not be taken into account when calculating Party B’s Collateral Requirement pursuant to the Collateral Annex. Except as expressly set forth above, the Fixed IA Performance Assurance shall be held and maintained in accordance with, and otherwise be subject to, Paragraphs 2, 5(b), 5(c), 6, 7 and 9 of the Collateral Annex.
- Party B shall have a Full Floating Independent Amount of \$_____. If the Full Floating Independent Amount Option is selected for Party B then for purposes of calculating Party B’s Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, such Full Floating Independent Amount for Party B shall be added by Party A to its Exposure Amount for purposes of determining Net Exposure pursuant to Paragraph 3(a) of the Collateral Annex.
- Party B shall have a Partial Floating Independent Amount of \$_____. If the Partial Floating Independent Amount option is selected for Party B, then Party B will be required to Transfer or cause to be Transferred to Party A Performance Assurance with a Collateral Value equal to the amount of such Independent Amount (the “Partial Floating IA Performance Assurance”) if at any time Party B otherwise has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount) pursuant to Paragraph 3 of the Collateral Annex. The Partial Floating IA Performance Assurance shall not be reduced for so long as Party B has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount). The Partial Floating Independent Amount shall not be taken into account when calculating a Party’s Collateral Requirements pursuant to the Collateral Annex. Except as expressly set forth above, the Partial Floating Independent Amount shall be held and maintained in accordance with, and otherwise be subject to, the Collateral Annex.

Not Applicable

IV. Minimum Transfer Amount.

A. Party A Minimum Transfer Amount: \$ [REDACTED]

B. Party B Minimum Transfer Amount: \$ [REDACTED]

provided that, in each case, (i) if the Party is a Defaulting Party at the time, its Minimum Transfer Amount will be zero, (ii) if a Secured Party is holding an amount of Performance Assurance at the time, the Secured Party's Collateral Requirement is, or is deemed to be, zero at the time, and, but for its Minimum Transfer Amount, the Secured Party would be required to make a Transfer under Paragraph 4, the Minimum Transfer Amount for the Secured Party will be zero, and (ii) if no Transactions are outstanding, then the Minimum Transfer Amount for both Parties will be zero.

V. Rounding Amount.

A. Party A Rounding Amount: \$ [REDACTED]

B. Party B Rounding Amount: \$ [REDACTED]

VI. Administration of Cash Collateral.

A. Party A Eligibility to Hold Cash.

- Party A shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party A shall pay to Party B in accordance with the terms of the Collateral Annex the amount of interest it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party B.
- Party A or Party A's Custodian shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) it is not subject to an Event of Default; (2) Party A's Custodian, if any, is a Qualified Institution; and (3) Cash shall be held only in any jurisdiction within the United States. To the extent Party A is entitled to hold Cash, the Interest Rate payable to Party B on Cash shall be as selected below:

Party A Interest Rate.

Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

Other - [REDACTED]

B. Party B Eligibility to Hold Cash.

- Party B shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party B shall pay to Party A in accordance with the terms of the Collateral Annex the amount of interest it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party A.
- Party B or Party B's Custodian shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) it is not subject to an Event of Default; (2) Party B's Custodian, if any, is a Qualified Institution; and (3) Cash shall be held only in any jurisdiction within the United States. To the extent Party B is entitled to hold Cash, the Interest Rate payable to Party A on Cash shall be as selected below:

Party B Interest Rate.

- Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.
- Other - ████████████████████

VII. Notification Time.

- Other - 10:00 a.m. Pacific Prevailing Time on a Local Business Day

VIII. Demands and Notices.

All demands, specifications and notices to Party A under this Collateral Annex will be made to:

Attn.:
Telephone No.:
Email:

Posted Collateral for Transfer to Party A in the form of Letters of Credit as well as amendments thereto shall be delivered to the address above, attention: Treasury/Credit.

All demands, specifications and notices to Party B under this Collateral Annex will be as set forth on the Cover Sheet to the Master Agreement.

IX. General.

Amendment to Introductory Paragraph:

- (i) The first paragraph of the introduction shall be amended to read as follows:

“This Collateral Annex, together with the Paragraph 10 Cover Sheet, (the “Collateral Annex”) supplements, forms a part of, and is subject to the EEI Master Power Purchase and Sale Agreement dated as of _____ between Dynasty Power Inc. (“Party A”) and Silicon Valley Clean Energy Authority, a California joint powers authority (“Party B”), including the Cover Sheet and any other annexes thereto (as amended and supplemented from time to time, the “Agreement”). Capitalized terms used in this Collateral Annex but not defined herein shall have the meanings given to such terms in the Agreement.”

Amendments to Definitions:

- (i) The definition of “Credit Rating” is amended and restated in its entirety as follows:
- ““Credit Rating” shall mean, with respect to an entity on any date of determination, the respective rating then assigned to its unsecured and senior, long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P or Moody’s.”
- (ii) “Credit Rating Event” shall be amended by replacing “6(a)(iii)” with “6(a)(ii)”.
- (iii) “Downgraded Party” shall be amended by replacing “6(a)(i)” with “6(a)(ii)”.
- (iv) The definition of “Letter of Credit” shall be deleted from both the Master Agreement, as amended by the Cover Sheet thereto, and the Collateral Annex and replaced with the following:
- “Letter(s) of Credit” shall mean an irrevocable, standby Letter of Credit, issued by an issuer or confirming entity, as applicable, that is a Qualified Institution, substantially in the form attached hereto as Schedule 1 to this Paragraph 10 to the Collateral Annex or in such other form as may be reasonably acceptable to the beneficiary thereof, in each case, with such changes to the terms in that form as the issuing bank may require and as may be reasonably acceptable to the beneficiary thereof.”
- (v) “Letter of Credit Default” shall be amended as follows:
- a. Clause (a) shall be deleted and replaced with the following phrase: “(a) the issuer of such Letter of Credit shall fail to be a Qualified Institution”; and
- b. A new clause (f) shall be added after the existing clause (e) and immediately before the phrase “provided, however” as follows:
- “(f) the Pledgor fails to extend or replace such Letter of Credit at least thirty (30) calendar days prior to its expiration.”
- c. The following is added after the last sentence:
- “Notwithstanding the foregoing, references to the “issuer” in this definition shall mean, for each Letter of Credit that was confirmed by a Qualified Institution, the confirming entity.”
- (vi) “Local Business Day” shall be amended by replacing the word “day” with “Business Day”.

- (vii) “Notification Time” shall be amended by replacing “11:00, New York time” with “9:00 a.m. Pacific Prevailing Time on a Local Business Day.”
- (viii) “Performance Assurance” shall be amended by replacing “6(a)(iv)” with “6(a)(iii)”.
- (ix) “Qualified Institution” shall be amended to read as follows:

““Qualified Institution” means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof or Canadian commercial bank with a U.S. branch office, with a Credit Rating of at least (a) “A” by S&P or “A2” by Moody’s, and (b) having assets of at least [REDACTED].”
- (x) “Reference Market-maker” is amended by adding “which is not an Affiliate of either Party” after the words “leading dealer” in the first line thereof.
- (xi) “Secured Party” shall be amended by replacing “3(b)” with “3(a)”.

Amendments to Paragraph 4:

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

“Unless otherwise agreed in writing by the Parties, (i) Performance Assurance demanded of a Pledging Party on or before the Notification Time on a Local Business Day shall be provided by not later than the close of business on the fourth Local Business Day; and (ii) Performance Assurance demanded of a Pledging Party after the Notification time on a Local Business Day shall be provided by not later than the close of business on the fifth Local Business Day.”
- (ii) The following is added after the last sentence of Paragraph 4:

“Notwithstanding any other provision in this Master Agreement to the contrary, no full or partial failure to exercise and no delay in exercising, on the part of Party A (or its Custodian) or Party B (or its Custodian), any right, remedy, power or privilege permitted with respect to transfer timing (or any other deadline) pursuant to Paragraph 4, as modified herein, regardless of the frequency or constancy of such failure or delay, shall operate in any way as a waiver thereof by such Party.”

Amendments to Paragraph 5:

- (i) Paragraph 5(a) shall be amended by inserting “so long as the amount of the requested reduction is equal to or greater than the Minimum Transfer Amount” after “the Pledging Party for the benefit of the Secured Party” in the third line thereof.
- (ii) Paragraph 5(a) shall be further amended by deleting “before the Notification Time on a Business Day” and replacing it with “before the Notification Time on a Local Business Day”.

Amendments to Paragraph 6:

- (i) Paragraph 6(a)(ii)(A) shall be amended by inserting “(other than subparagraph (B) below)” after “the provisions of this Paragraph 6(a)(ii)” in the first line thereof.
- (ii) Paragraph 6(a)(ii)(B) shall be amended by deleting “to perfect the security interest of the Non-Downgraded Party” and replacing it with “to perfect the security interest of the Downgraded Party”.
- (iii) Paragraph 6(b)(i) is amended by deleting “within one (1) Local Business Day” and replacing it with “within two (2) Local Business Days”.
- (iv) Paragraphs 6(b)(iii) and 6(b)(iv) are deleted and replaced in their entirety as follows:

“(iii) Upon the occurrence of a Letter of Credit Default, the Pledging Party agrees to Transfer to the Secured Party either a substitute Letter of Credit or other Eligible Collateral, in each case on or before the first (2nd) Local Business Day after the occurrence thereof (or the third (3rd) Local Business Day after the occurrence thereof if only clause (a) under the definition of Letter of Credit Default applies).

(iv) Notwithstanding anything herein to the contrary, (A) upon or at any time after the occurrence and during the continuation of an Event of Default with respect to the Pledging Party or (B) if an Early Termination Date has occurred or been designated and there exist any unsatisfied payment Obligations, then the Secured Party may draw on any outstanding Letter of Credit in an amount (up to the face amount for which the Letter of Credit has been issued) that is equal to all amounts that are due and owing from the Pledging Party but have not been paid to the Secured Party within the time allowed for such payments under this Agreement (including any related notice or grace period or both). If a Letter of Credit Default exists with respect to any Letter of Credit provided by or on behalf of the Pledging Party, then the Secured Party may draw on the Letter of Credit subject to such Letter of Credit Default in an amount equal to the entire, undrawn portion of such Letter of Credit. Draws on outstanding Letters of Credit shall be made upon submission to the bank issuing such Letter(s) of Credit of one or more certificates specifying the amounts due and owing to the Secured Party in accordance with the specific requirements of the Letter of Credit. Cash proceeds received from drawing upon any Letter of Credit shall be deemed Performance Assurance as security for the Pledging Party’s obligations to the Secured Party and the Secured Party shall have the rights and remedies set forth in Paragraph 7 with respect to such cash proceeds. Notwithstanding the Secured Party’s receipt of Cash proceeds of a drawing under the Letter of Credit, the Pledging Party shall remain liable (y) for any failure to Transfer sufficient Performance Assurance or (z) for any amounts owing to the Secured Party and remaining unpaid after the application of the amounts so drawn by the Secured Party.”

Amendments to Paragraph 7:

- (i) Paragraph 7(a) is amended as follows:
 - a. in line 7, by replacing the words “is deemed to occur” with “has been designated”;
 - and

- b. by adding the words “in the form of Cash” after the phrase “the right to set off any Performance Assurance” in clause (ii) thereof.

Paragraph 7(d)(1) is amended and restated in its entirety as follows: “the Secured Party shall immediately Transfer to the Pledging Party all of the Performance Assurance (including any Letter(s) of Credit) previously provided by the Pledging Party and remaining in the possession or under the control of the Secured Party, including any accrued but unpaid Interest Amount;”.

(v) A new Paragraph 7(e) and a new Paragraph 7(f) are added as follows:

“(e) The Secured Party will transfer to the Pledging Party any proceeds and Performance Assurance remaining after liquidation, set-off and/or application under Paragraphs 7(a) and 7(d) after satisfaction in full of all amounts payable by the Pledging Party with respect to any Obligations; the Pledging Party will in all events remain liable for any amounts unpaid after liquidation, set-off and/or application under Paragraphs 7(a) and 7(d).

(f) When no amounts are or thereafter may become payable by the Pledging Party with respect to any Obligations, the Secured Party will Transfer to the Pledging Party all Performance Assurance and the Interest Amount, if any.”

Amendments to Paragraph 8:

(i) Paragraphs 8(a) and 8(b) are both amended by adding after the third sentence of each paragraph the following sentence: “If the Parties are unable to obtain any quotations for the Secured Party’s Net Exposure, the Parties will appoint a mutually acceptable leading market participant in the relevant market to make such calculation and such expense will be shared equally by the Parties.”

(ii) Paragraph 8 is amended by inserting the following new subparagraph 8(c) at the end thereof:

“(c) Each quotation from a Reference Market-maker will be for an amount, if any, that would be paid to the Party requesting the quotation (expressed as a negative number) or by the Party requesting the quotation (expressed as a positive number) in consideration of an agreement between such Party (taking into account this Collateral Annex and the existence of any Guarantor with respect to the obligations of such Party) and the quoting Reference Market-maker to enter into a transaction that would have the effect of preserving for the Party requesting the quotation the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the Parties in respect of such Transaction or group of Transactions. The costs of retaining Reference Market-makers for the purposes of this Paragraph 8 shall be borne equally by the Secured Party and the Pledging Party. The determination made by such Reference Market-makers shall be binding and conclusive on the Parties absent manifest error.”

Amendments to Paragraph 10:

(i) Paragraph 10 shall be amended by inserting the following new subparagraph 10(VI)(C) at the end thereof:

“In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Performance Assurance in the form of Cash (all of which may be retained by the Pledging Party and shall not be considered Performance Assurance):

(x) if the Interest Amount for an Interest Period is a positive number, upon request of the Pledging Party, the Secured Party will transfer to the Pledging Party such Interest Amount by the fifth Business Day after the end of such Interest Period, to the extent that a Collateral Requirement as calculated by the Pledging Party would not be created or increased by that Transfer; any Interest Amount or portion thereof not transferred pursuant to this subsection (x) of this Paragraph will constitute Performance Assurance in the form of Cash and will be subject to the security interest granted under Paragraph 2 to the Collateral Annex.”

(ii) Schedule 1 to the Collateral Annex is deleted in its entirety and replaced with the form of Letter of Credit attached as Schedule 1 to this Paragraph 10 to the Collateral Annex.

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

IN WITNESS WHEREOF, the Parties have caused this Paragraph 10 to the Collateral Annex to be duly executed as of the Effective Date of the EEI Master Power Purchase and Sale Agreement between the Parties.

DYNASTY POWER INC.

By: **Yan Petchatnikov**
Name: Yan Petchatnikov
Title: Director, Risk & Operations

Digitally signed by Yan Petchatnikov
Date: 2024.03.22 14:03:42 -06'00'

SILICON VALLEY CLEAN ENERGY AUTHORITY

By: _____
Name: _____
Title: _____

SCHEDULE 1

FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date: _____
Bank Ref.: _____
Amount: US\$[XXXXXXXXXX]
Expiration Date: _____

Beneficiary:

[_____]

Ladies and Gentlemen:

By the order of _____ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the “Letter of Credit”) in favor [insert Beneficiary name] (“Beneficiary”), for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXXX] (United States Dollars [XXXXXX] and 00/100), pursuant to that certain EEI Master Power Purchase and Sale Agreement, together with the Cover Sheet, the Collateral Annex and Paragraph 10 to the Collateral Annex dated as of [insert date] and as amended or otherwise modified from time to time between Applicant and Beneficiary (the “Master Agreement”). This Letter of Credit shall become effective immediately and shall expire on [insert date], or any expiration date extended in accordance with the terms hereof (the “Expiration Date”).

Funds under this Letter of Credit are available to Beneficiary by presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, referencing our Letter of Credit No. [XXXXXXXX] (“Drawing Certificate”).

The Drawing Certificate may be presented by (a) U.S. mail, (b) overnight courier or (c) as a PDF attachment to an e-mail to [bank email address]. Transmittal by email shall be deemed delivered when received.

The original of this Letter of Credit (and all amendments, if any), or any copy thereof, is not required to be presented in connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

We hereby agree with the Beneficiary that all documents presented under and in compliance with the terms of this Letter of Credit, that such drafts will be duly honored upon presentation to the Issuer on or before the Expiration Date.

All payments made under this Letter of Credit shall be made with Issuer’s own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary’s account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance.

It is a condition of this Letter of Credit that the Expiration Date shall be deemed automatically extended without an amendment for a one year period beginning on the present Expiration Date hereof and upon each anniversary for such date, unless at least sixty (60) days prior to any such Expiration Date we have sent to you written notice by overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 13(b) and 17 of the UCP, in which case the terms of this Letter of Credit shall govern.

With respect to Article 13(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from the beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the beneficiary accordingly.

In the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [*insert bank address information*], referring specifically to Issuer's Letter of Credit No. [XXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

[All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, or delivered in person to: [*insert Beneficiary Notice Information*]. Only notices to Beneficiary meeting the requirements of this paragraph shall be considered valid. Any notice to Beneficiary which is not in accordance with this paragraph shall be void and of no force or effect.]¹

[*Bank Name*]

[*Insert officer name*]
[*Insert officer title*]

¹ Bracketed language to be added if required by Issuer.

EXHIBIT A
DRAWING CERTIFICATE

(DRAW REQUEST SHOULD BE ON BENEFICIARY'S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

The undersigned, a duly authorized representative of *[insert Beneficiary name]*, as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. *[XXXXXXXX]* (the "Letter of Credit") issued by *[insert bank name]* (the "Bank") by order of _____ (the "Applicant"), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain EEI Master Power Purchase and Sale Agreement, together with the Cover Sheet, the Collateral Annex and Paragraph 10 to the Collateral Annex dated as of *[insert date]* and as amended or otherwise modified from time to time (the "Master Agreement").
2. An Event of Default (as defined in the Master Agreement) has occurred and is continuing with respect to Applicant under the Master Agreement or an Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Applicant. Wherefore, the undersigned does hereby demand payment in an amount equal to all amounts due and owing of \$[_____].

OR

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$ _____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the Expiration Date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within twenty (20) Local Business Days prior to such Expiration Date or a Letter of Credit Default (as defined in the Master Agreement) exists.

3. The undersigned is a duly authorized representative of *[insert Beneficiary name]* and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to *[insert Beneficiary name]* by wire transfer in immediately available funds to the following account:

[specify account information]

[insert Beneficiary name]

[name and title of authorized representative]

Date _____



Staff Report – Item 1g

Item 1g: Receive Update on California Electric Vehicle Infrastructure Project 1.0 (CALeVIP) Program Budget Reallocation

From: Monica Padilla, CEO

Prepared by: Justin Zagunis, Director of Decarbonization Programs and Policy
Hannah Gustafson, Senior Programs Specialist

Date: 4/10/2024

RECOMMENDATION

Receive an update on the reallocation of the remaining transportation electrification program budget from the California Electric Vehicle Infrastructure Project 1.0 (CALeVIP) to the EV Charging Installation Incentive Program (CHIIP) and Priority Zone DC Fast Charging 3.0 (PZDCFC) Programs. No action is required.

BACKGROUND

In 2019, the SVCE Board of Directors approved \$6 million in match funding to join the CALeVIP 1.0 initiative to accelerate regional EV charging infrastructure deployment. The California Energy Commission (CEC) provided an additional \$6 million towards this program with a combined goal of installing roughly 85 DC fast charging (DCFC) stations and 1,100 Level 2 charging stations across SVCE territory by mid-2025. Since the CALeVIP program launched at the end of 2020, 10 DCFC stations and 247 Level 2 charging ports have been installed in SVCE territory, with more sites still reserved or under construction.

In June 2023, the CALeVIP program closed to new applications, as the CEC began implementing its plan to fully sunset this program statewide by September 2025. Some funds dedicated to SVCE's service territory remained unreserved as of June 2023, although projects with previously reserved incentives can continue construction and submit rebate claims until March 2025. SVCE currently estimates that approximately \$2.4 million of SVCE's contribution will be spent – mostly on project incentives and a portion on program administration - while \$3.6 million will remain unspent and can be reallocated to other SVCE EV charging incentive programs. Of the \$6 million contributed to SVCE's service territory by the CEC, SVCE currently estimates that approximately \$5.1 million will be spent by the time the program is closed.

ANALYSIS & DISCUSSION

The CALeVIP program has had a series of successful DCFC and L2 charger installations. To date, 10 DCFC stations and 247 L2 charging ports have been installed across SVCE territory, alongside a massive roll-out of similar stations across Santa Clara and San Mateo counties. As of March 2024, there are an additional 57 DCFC and 216 L2 stations with funds reserved through the program and SVCE continues to monitor the status of these working with the statewide third-party program administrator. At its completion, CALeVIP will have substantially increased the population of public and shared EV charging, adding to the previously existing pool of 256 DCFC and 479 L2 public chargers in SVCE territory at the end of 2020, according to the Alternative Fuels Data Center.

However, there have been some challenges across the state in the roll-out of the CALeVIP program in its 13 regions. The program's approach of reserving funds on a first-come-first-served basis led to full subscription on the day the program launched. Due to delays in the implementation of projects, partially attributable to

Agenda Item: 1g**Agenda Date: 4/10/2024**

COVID and related supply chain delays, among other challenges, significant numbers of the applications received initially dropped out or were canceled during the program lifecycle. These dropouts were replaced with projects in the existing waitlist, but many of those projects also cancelled for similar reasons. This turnover resulted in funds left over when the program closed to new applications on June 2023. Some of the challenges faced by CALeVIP locally and state-wide were unforeseen and some were raised by SVCE during the design process; however, SVCE was limited in our ability to drive changes to the program model since we were joining onto an existing, state-driven program.

As of March 2024, SVCE estimates the program will end with \$3.6 million in unspent SVCE funds allocated to CALeVIP; the exact amount remaining may vary depending on trailing costs expected for the third-party implementer's administration of the program and on applications that are canceled or adjusted between now and the program's end date. SVCE is reallocating the remaining \$3.6 to two other EV charging incentive programs, the Charging Installation Incentives Program (CHIIP) and the Priority Zone DCFC (PZDCFC) program. These programs align with the intent of CALeVIP and are more directly controlled by SVCE. Both programs are already in progress, so the additional funding will be rapidly made available and translate into projects quickly. These program designs took advantage of lessons learned from CALeVIP and are more targeted towards improving multifamily resident EV charging access. Staff currently intends to add funding to each program as shown in the table below.

Program	Current Budget	Additional Budget Added from Unspent CALeVIP Funds	Program Description
Charging Installation Incentive Program (CHIIP)	\$1.4M	+\$2.5M	<p>Launched in June 2022, CHIIP currently offers incentives for EV charging infrastructure installed in multifamily properties. Eligible sites can access rebates for Level 1 and Level 2 charging equipment, panel upgrades, and pre-wiring for future charging installations. To date, 18 Level 2 EV chargers and 32 Level 1 outlets have been installed at 5 multifamily properties. The program has approved applications for an additional 72 L1 ports and 119 L2 ports to be installed across 21 multifamily properties in 2024.</p> <p>An additional \$2.5M in funding will allow an additional 50-60 multifamily properties to install charging on-site for residents.</p>
Priority Zone DC Fast Charging (PZDCFC) 3.0	\$875K	+\$1.1M	<p>The PZDCFC program incentivizes fast charging stations near high-priority and high-density multifamily buildings in communities where currently little-to-no local access to DCFC technology exists. SVCE is working with selected EVSE vendors to explore opportunities for discounted charging pricing for multifamily residents living nearby. The current PZDCFC Program, launched in July 2022, provided \$500K for 10 DCFC ports across 4 sites in SVCE territory. All chargers are expected to be active by June 2024.</p> <p>An additional \$1.1M for the next iteration of this program could fund an additional 20-22 DCFC ports.</p>

The reallocation of CALeVIP funds to these active SVCE programs is the most seamless way to deploy the funding in support of the objectives originally authorized by the Board. SVCE's existing programs are the best opportunities to install chargers in our service territory rapidly. Staff is sharing this update on reallocation with the Board for awareness. As the CALeVIP program draws to a close and final projects are completed, the exact total for unspent funds may be slightly different than presented herein, but the final allocations to each program will be similar to what is shown in the table above. The final, specific reallocations will be shared with the Board in future Decarbonization Strategy and Programs Quarterly Reports.

STRATEGIC PLAN

This update aligns with SVCE's Strategic Plan Goal #14: Coordinate development of decarbonization and resilience strategy, lead design of local policy, and design and deploy programs; Measure #2, lead programs

Agenda Item: 1g**Agenda Date: 4/10/2024**

on decarbonization focus areas (including topics of mobility, built environment, energy efficiency, innovation, and resilience).

FISCAL IMPACT

There is no fiscal impact associated with reallocating the remaining CALeVIP incentive funds towards SVCE's other electric vehicle infrastructure incentive programs, CHIIP and PZDCFC. These funds have already been authorized and committed by the SVCE Board and are captured in the current budget.



Staff Report – Item 1h

Item 1h: Receive Updates to Street Light (SL) and Traffic Control (TC) Rate Components

From: Monica Padilla, CEO

Prepared by: Peyton Parks, Energy Services Lead
Kaley Dodson, Energy Services Specialist

Date: 4/10/2024

RECOMMENDATION

Receive updates to the Street Light (SL) and Traffic Control (TC) rate components to bring them into alignment with Silicon Valley Clean Energy (SVCE) Board of Directors adopted a four percent discount policy. No action is necessary.

BACKGROUND

At the December 13, 2023 meeting of the SVCE Board adopted a four percent generation rate discount relative to Pacific Gas & Electric (PG&E) for calendar year 2024. Following this direction, SVCE staff provided a full accompaniment of final SVCE generation rates for the Board’s approval at the January 10, 2024 meeting.

Since then, staff identified a small error in the calculation of SVCE’s generation rate for all Street Light (SL-1, SL-2, SL-3, OL-1) and Traffic Control (TC-1) schedules. As a result, SVCE’s generation rate component needs to be amended to maintain the BOD-approved four percent discount for these rates.

SL and TC rates are SVCE’s smallest rate classes. The owners of these types of outdoor lighting accounts are almost exclusively SVCE’s city partners.

ANALYSIS & DISCUSSION

When formulating SVCE’s generation rates, PG&E’s generation rates first need to be combined with their corresponding bundled Power Cost Indifference Adjustment (PCIA). The combination of PG&E’s unbundled generation rates with Franchise Fee Surcharge (FFS) and PCIA fees represents the total cost of PG&E’s generation service, which is then used to calculate SVCE’s discounted rates. In this case, the formula used for the calculation of these two rate classes did not include PG&E’s bundled PCIA, resulting in an eight percent discount. Therefore, our city partners effectively received a small additional discount for the first three months of this year.

STRATEGIC PLAN

Alignment of rates is reflected in SVCE Strategic Plan Goal 12 – “Enact and maintain competitive service offerings for SVCE customers that deliver measurable economic and environmental benefits.”

FISCAL IMPACT

This error led to an under-collection for these rates of about \$28,000 for the first 90 days of the calendar year.

Agenda Item: 1h**Agenda Date: 4/10/2024**

Rate Name	Old Rate	Corrected Rate	Difference	Load Jan-Mar	Fiscal Impact
SL	.12256	.12843	.00587	692,416	\$4,064
TC	.13096	.13788	.00692	3,444,525	\$23,826

ATTACHMENTS

1. Voided SL/OL and TC SVCE rate sheet
2. Updated SL/OL and TC SVCE rate sheet

Silicon Valley Clean Energy

Lighting



Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates ¹	SVCE Generation Service ²	PG&E Generation Service ³	Notes
LS-1, LS-2, LS-3, OL-1	Year-round	\$ 0.12256	\$ 0.13212	\$ 0.13763	Rates applicable to all usage throughout the year
TC-1	Year-round	\$ 0.13096	\$ 0.14224	\$ 0.14817	Rates applicable to all usage throughout the year
GreenPrime			+ \$ 0.01500		Same as applicable rate, with \$0.15/kWh adder for 100% Renewable energy

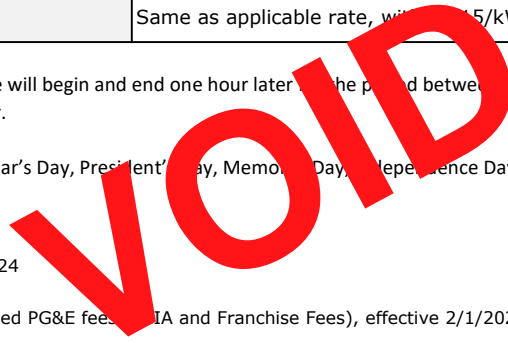
DAYLIGHT SAVING TIME ADJUSTMENT: The time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

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

¹ SVCE Generation Rates, without added PG&E fees, effective 2/1/2024

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

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



Silicon Valley Clean Energy

Lighting



Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates ¹	SVCE Generation Service ²	PG&E Generation Service ³	Notes
LS-1, LS-2, LS-3, OL-1	Year-round	\$ 0.12843	\$ 0.13799	\$ 0.14374	Rates applicable to all usage throughout the year
TC-1	Year-round	\$ 0.13788	\$ 0.14916	\$ 0.15538	Rates applicable to all usage throughout the year
GreenPrime			+ \$ 0.01500		Same as applicable rate, with 0.015/kWh adder for 100% Renewable energy

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

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

¹ SVCE Generation Rates, without added PG&E fees, effective 4/1/2024

² SVCE Generation Service reflects our price for Generation, with added PG&E fees (PCIA and Franchise Fees), effective 4/1/2024

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



Staff Report – Item 1i

Item 1i: California Community Power Report

To: Silicon Valley Clean Energy Board of Directors

From: Monica Padilla, CEO

Date: 4/10/2024

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, March 20, 2024.

Attached is a summary report from General Manager Alex Morris; materials from the March board meeting can be found here on the CC Power website: [CC Power Meeting, 3/20/24](#)

The next meeting of the board will be April 17, 2024 at 1:00 p.m.; meeting materials can be found on the CC Power website: <https://cacomunitypower.org/meetings/>

ATTACHMENTS:

1. CA Community Power Board Meeting Summary from General Manager Alex Morris, March 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:** 3/21/24
FROM: Alex Morris – General Manager
SUBJECT: **Report on CC Power Regular Board of Directors Meeting – March 20, 2024**

The CC Power Board of Directors held its regularly scheduled meeting on March 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 February 28, 2024.
- **General Manager Report** – the Board heard four updates, including on 2024-2025 work and budget planning, on business matters, on a site-tour of a hydrogen-capable energy power plant, and on the Inflation Reduction Act Phase 2a (Build-Transfer exploration) project.
- **Regular Agenda Items:**
 - The Board reported that there were no reportable matters from the February 28th Closed Session.
 - The Board unanimously adopted *Resolution 24-03-01, Commending and Thanking Girish Balachandran for his Service to California Community Power*. Numerous Board members commented and recognized Director Balachandran, and one congratulatory public comment was provided.
 - The Board unanimously adopted *Resolution 24-03-02, Commending and Thanking Matthew Marshall for his Service to California Community Power*. Numerous Board members commented and recognized Director Marshall, and one congratulatory public comment was provided.
 - The Board unanimously adopted *Resolution 24-03-03, Adoption of Getting It Built Right Agreements*. These agreements were proposed by Staff and a CC Power *Ad Hoc* Committee in response to the Getting It Built Right event (November 2023) where discussions occurred on how to balance many priorities in project evaluation, selection, and development, etc.. Further, these agreements seek to ensure CC Power considers and defers to members' Boards for setting members' policies, while

A Joint Powers Agency whose members are:

Central Coast Community Energy | CleanPowerSF | East Bay Community Energy | MCE | Peninsula Clean Energy | Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power | Valley Clean Energy

promoting education and awareness on current practices for project selection criteria. Multiple public comments were provided, and potential additions to the agreements were discussed but not incorporated into the agreements as adopted.



Staff Report – Item 1j

Item 1j: Additional Committee Reports

To: Silicon Valley Clean Energy Board of Directors

Prepared by: Andrea Pizano, Sr. Executive Assistant and Board Clerk

Date: 4/10/2024

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

The next meeting of the Executive Committee is scheduled for April 26, 2024 at 10:00am; the Finance and Administration Committee will meet in May based on member availability, the Audit Committee will meet in September based on member availability, and the 2024 Legislative Ad Hoc Committee will meet this month.



Staff Report – Item 2

Item 2: CEO Report

To: Silicon Valley Clean Energy Board of Directors

Prepared by: Monica Padilla, CEO

Date: 4/10/2024

REPORT

Staff Updates

Oswaldo Martinez joined the Decarbonization Programs and Policy (DPP) group as a Senior Programs Specialist on March 25, 2024. Oswaldo comes to us from Central Coast Community Energy (3CE) where he led a \$7M portfolio of e-mobility customer programs for more than three years. He brings broad experience with strategic planning, design, implementation, and evaluation of programs; customer engagement; and data management and reporting. Prior to 3CE, he worked on habitat restoration, was a CivicSpark Fellow for a municipal water district, and served in the Peace Corps as an environmental educator for primary schools in Nicaragua. Oswaldo holds a B.S. in Earth Systems Science from UC Irvine.

Michael Callahan joined SVCE April 1, 2024 as General Counsel. He will oversee all legal matters to advance SVCE's ambitious decarbonization goals. Prior to joining SVCE, Michael served as Associate General Counsel for MCE, California's oldest CCA. Michael is passionate about enabling equitable solutions to the climate crisis and enjoys working across teams on complex and novel projects. He has represented California CCAs for nearly 10 years driving statewide leadership on CCA energy policy. Michael got over \$200 million in CPUC-funding approved for CCA customer programs, navigated PG&E's most recent bankruptcy, and successfully launched the California Community Choice Financing Authority – the joint power authority that SVCE used to successfully issue prepay bonds.

Michael obtained his J.D. from the University of California, College of Law, San Francisco (formerly UC Hastings) and is licensed to practice law in California. He received a B.S. from UC Davis in Environmental Policy Analysis and Planning.

Raul Hernandez has been promoted from Senior Marketing Specialist to Marketing Lead, where he will add an increased focus on multicultural outreach. This promotion benefits SVCE's efforts to scale program marketing by leveraging Raul's bilingual capabilities, years of experience working with Spanish-language and other ethnic media outlets, as well as a personal passion Raul has for serving all members of the community. Raul joined SVCE in May 2022, and since then has led marketing of the successful FutureFit Homes rebate program, which has more than \$2 million in rebates reserved and claimed by customers. Raul previously worked for the City of San Jose in the environmental services department, and for San Jose Clean Energy during their startup phase. Prior to that Raul, worked in music industry marketing.

Maren Wenzel has been promoted from Senior Manager of Policy and Regulatory Analysis to Director of Regulatory, Policy and Planning. Maren has been with SVCE since 2021, leading SVCE's regulatory efforts. Along with SVCE's Bena Chang, who oversees the legislative and government affairs function, the two will oversee a new department called RPPL (Regulatory, Policy, Planning and Legislative). Maren and Bena have worked well together and aligning the two groups should add to our overall effectiveness in meeting our policy objectives.

Personnel Officer Update

SVCE currently has two job postings: Wholesale Energy Markets Planner or Manager and Energy Trading Planner or Manager. Job descriptions and applications can be found on SVCE's website: [Current Job Openings](#)

Victory Pass Solar plus Storage Project

On March 29, 2024 Victory Pass achieved Commercial Operation for Delivery (COD), the final step in CAISOs interconnection process. Once COD, the resource will be allowed to sell its various products to CAISO. The resource is a solar + storage asset that is configured as co-located, which means each part of the resources Solar and Battery Energy Storage System (BESS) are scheduled separately but honor the point of interconnection limits that the transmission allows for. The solar is a 200 MW unit, while the BESS is 50 MWs with a 4-hour duration that allows for 200 MWh of discharge. This resource is split 50/50 with 3CE; the term of the contract is 15 years. The project will meet about 8% of SVCE's load through qualifying renewable energy in addition to helping meet reliability procurement orders. SVCE looks forward to a successful project and congratulates all those involved.

CEO Agreements Executed

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

- 1) Keyes & Fox, Agreement: Legal Representation, not to exceed \$8,000
- 2) SMUD, Task Order 3: Gridshift Program Support, not to exceed \$51,000, ends 1/31/2026
- 3) Tenaska Power Services, Agreement: Scheduling Coordinator Agreement, 3/19/2024 – 12/31/2026, approved by the Board of Directors at the 3/13/24 Board of Directors Meeting
- 4) Renne Public Policy Group (RPPG), Agreement: Grant Services Bench for Advanced Clean Energy Buildings, Transportation and Innovation Programs and Projects, not to exceed \$108,000, March 26, 2024 – March 25, 2025
- 5) Bluepoint Planning, Agreement: Building Electrification Engagement Services, not to exceed \$100,000, April 1, 2024 – April 1, 2027

**CEO Power Supply Agreements Executed**

Counterparty Name	Execution/Effective Date	Transaction Type	Product	Start Date	End Date	Notional Value
Calpine	3/26/2024	Purchase	Resource Adequacy	6/1/2024	6/30/2024	\$720,250

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



Presentations & Relevant Meetings Attended by CEO

- Participated in CalCCA Monthly board and executive meetings
- 3/20/24, CC Power Board Meeting (meeting report included on Consent Calendar)

ATTACHMENTS

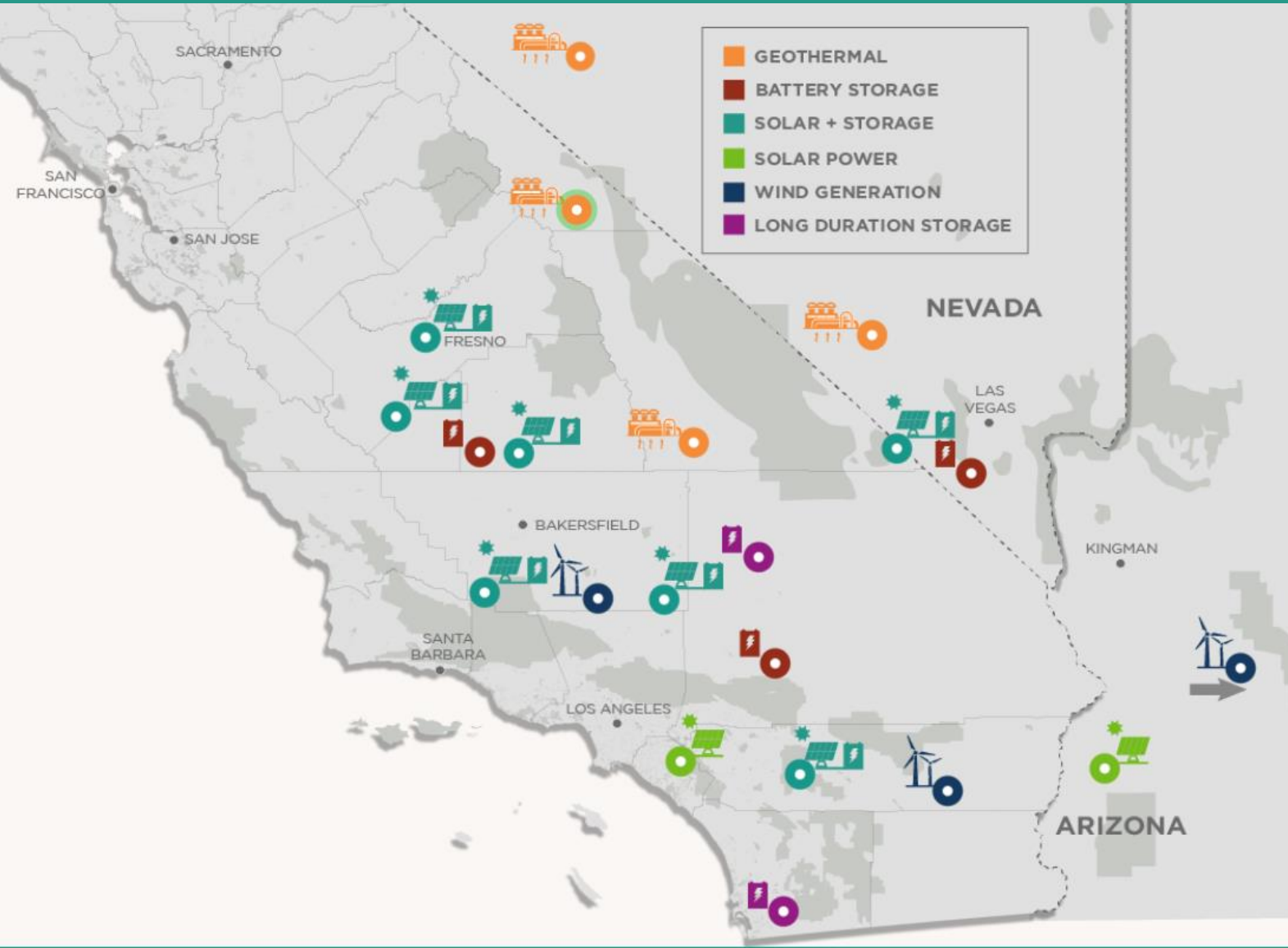
1. Clean Power Update, April 2024
2. Decarbonization Programs Quarterly Report, FY24 Q1 Milestones
3. Energy Services & Community Relations Update, April 2024
4. Regulatory and Legislative Update, April 2024
5. Agenda Look Ahead, April 2024 – August 2024

CEO Report Clean Power Update

SVCE Board Meeting
April 10, 2024



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
- 7 Projects now delivering to SVCE meeting ~33% of energy needs:
- COSO geothermal - January 2022
 - Slate Solar + Storage – January 2022
 - Casa Diablo geothermal – September 2022
 - Mountain View wind – July 2022
 - Rabbitbrush Solar + Storage – October 2022
 - Terra-Gen Wind – January 2023
 - Yellow Pine Solar + Storage – July 2023
 - **Victory Pass Solar + Storage – March 2024**



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	Construction
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 4/10/2024

2024 – H1

- Victory Pass Solar + Storage: **Online and Operating in CAISO Market**
- Baldy Mesa (RA-Only Storage): *Construction mode*

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

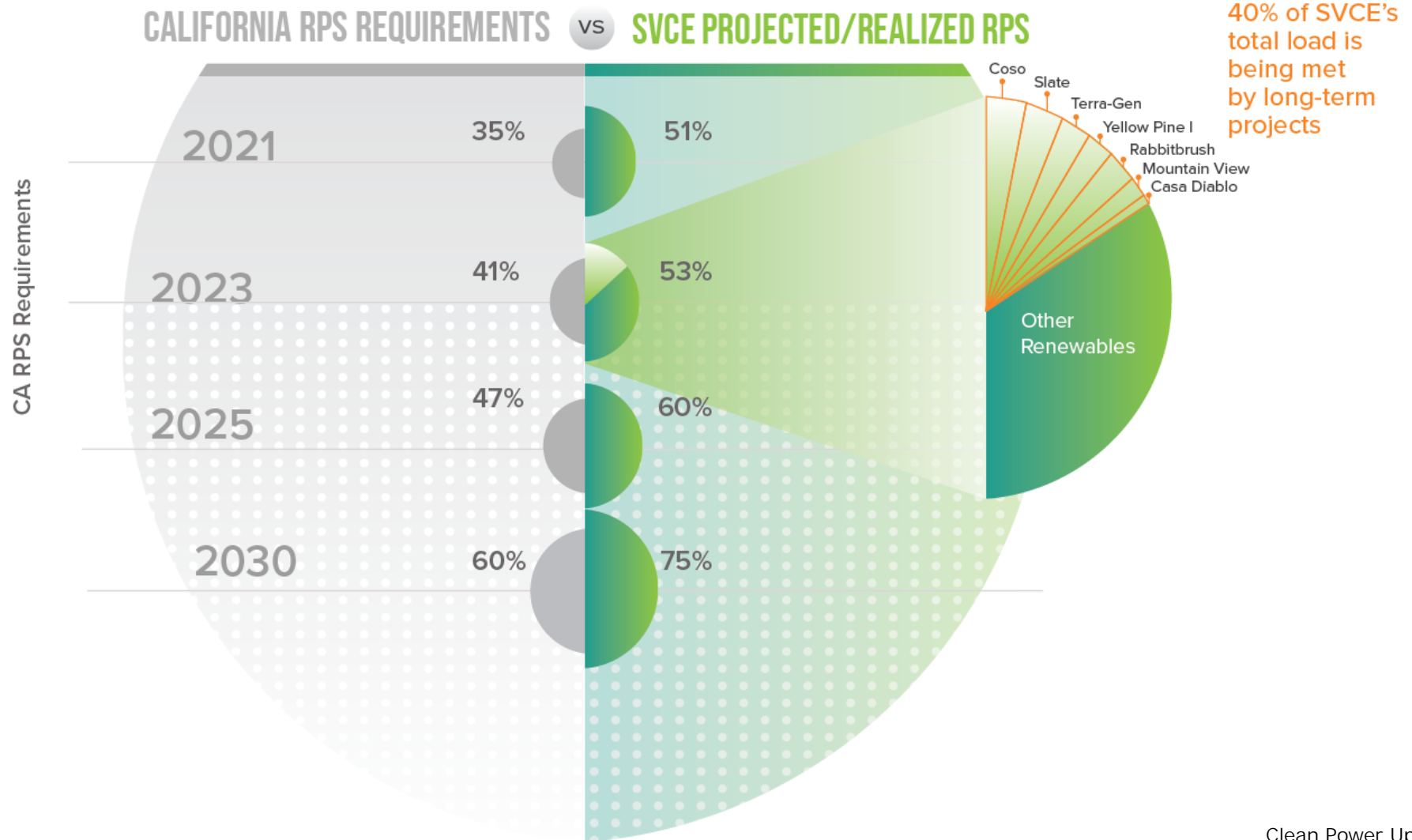
- Atlas Solar: *Pre-construction – delayed*
- Yellow Pine III Storage: *Pre-construction*

2026+

- Angela Solar + Storage: *Pre-construction – delayed*
- Tumbleweed Long Duration Storage: *Construction mode*
- Fish Lake Geothermal: *Pre-construction*
- Ormat Geothermal Portfolio: *Pre-construction*
- SunZia Wind: *Construction mode*
- Grace Solar: *Pre-construction*



SVCE Progress Toward RPS Requirements





Victory Pass Solar + Storage

Achieved COD on March 31, 2024

Developer: Clearway

Riverside County, CA

PV: 100 MW

BESS: 25 MW

Meets approx. 8% of SVCE's load



THANK YOU!



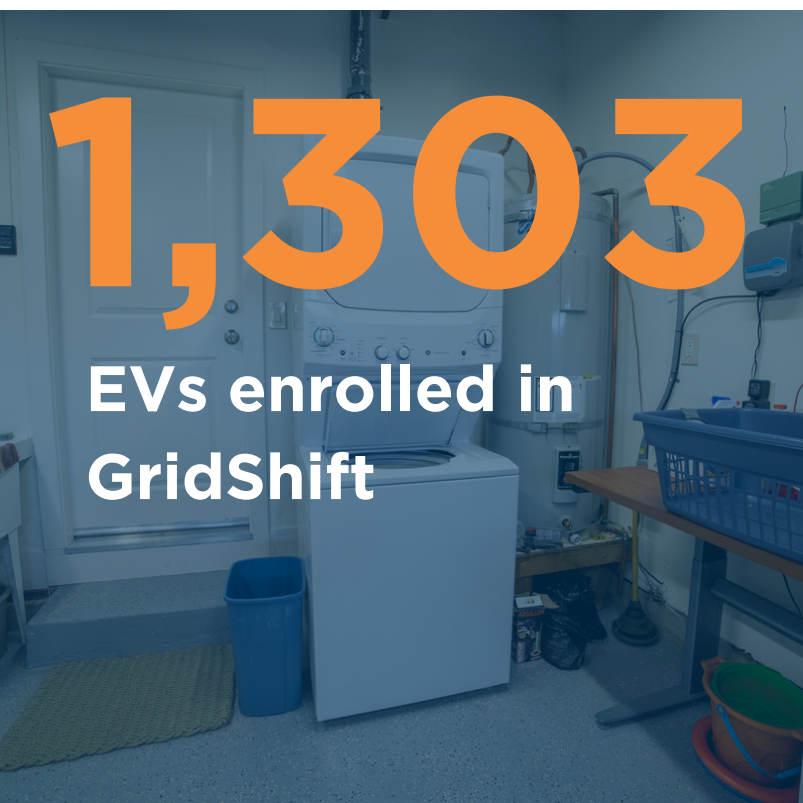
DECARBONIZATION PROGRAMS

Quarterly Report FY24 Q1 Milestones



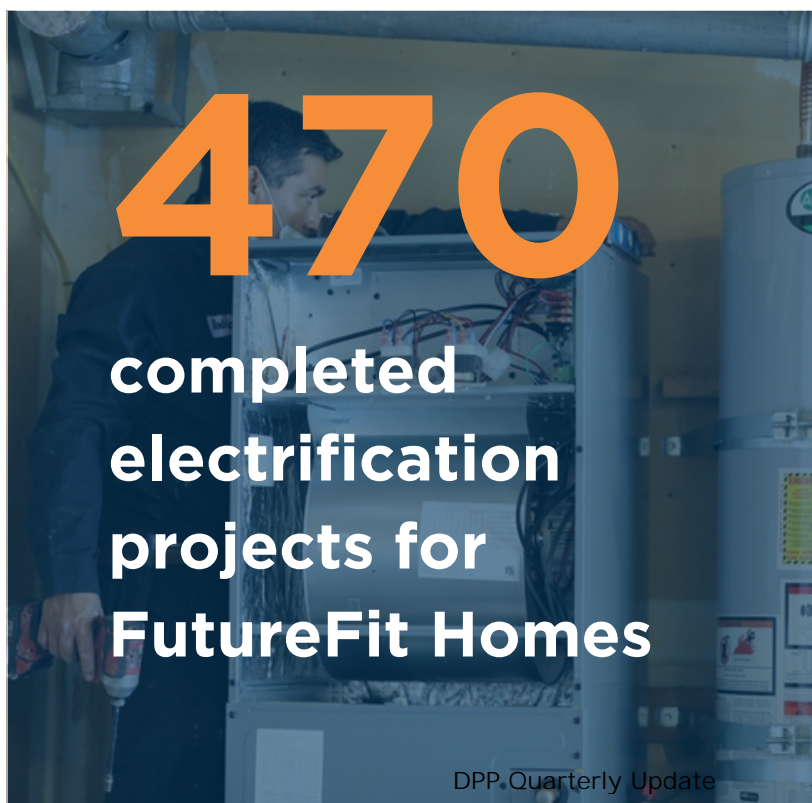
1,200

E-ELEC
customers
enrolled



1,303

EVs enrolled in
GridShift



470

completed
electrification
projects for
FutureFit Homes

PROGRAMS PORTFOLIO

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)
Electrification Rate Discount	\$9.5M	5,000 customers enrolled	1,200 enrolled	Reevaluated program via design review, updating tracking system	2 awareness campaigns, targeted outreach, enrollment of 1,500 customers
CHIP, including Affordable Housing, EVI Incentives	\$8.9M	<ul style="list-style-type: none"> 25 MUDs with EVI 4,000 L1/L2 chargers at affordable housing 	<ul style="list-style-type: none"> 23 reservations (198 ports) 3 completed (18 L2 and 20 L1) 	Processed applications and completed installations	Expand enrollment
CALeVIP 1.0	\$6M	<ul style="list-style-type: none"> 85 DCFC installed 1,100 L2 installed 	<ul style="list-style-type: none"> 10 DCFC installed 227 L2 installed 	Continued monitoring installations	Continue making payments to DCFC and L2 projects as they are completed
Community Energy Resilience	\$5.15M	13 agencies complete projects	13 agencies finalized agreements	Continued monitoring progress of projects	Develop engagement plan, develop standardized EM&V
FutureFit Homes - Residential Incentives	\$4.05M	750 homes fully/partially electrified	470 homes fully/partially electrified	Continued to see strong uptake in Q1 FY24, around \$400k in claims	Add induction and increase flexibility around other rebates, such as prewiring & electrical upgrades
Decarbonization Demonstration Grants	\$3.2M	8 local public facing electric projects	1 project complete	Grantees continue to implement their projects	Prepare for a Summer release of a new solicitation for the \$10M in new Board-approved funding
Permit Modernization	\$3.2M	13 member agencies improve electrification permitting	Data gathered for all 13 agencies. Program just began rolling out	Launched, and began outreach to member agencies	Roll out in conjunction with policy experimentation and reach code modernization
FutureFit Fundamentals Contractor Training	\$1.7M	<ul style="list-style-type: none"> 300 contractors trained 500 graduate incentives 	138 contractors completed training	Continued offering online video training	Increase program marketing
FutureFit Homes and Buildings: C&I and SMB Incentives	\$1.25M	20-30 SMBs electrified	2 SMBs fully/partially electrified	Campaigns sent, first 2 rebates completed and awarded	Increase outreach and engagement, particularly with school districts, and award 2 more rebate claims
Customer Resource Center (eHub)	\$1.1M	<ul style="list-style-type: none"> 1.5M email opens 350K unique web visits 	313K email opens, 313K web visits, 164 induction cooktop rebate claims	Sent email marketing, drove online traffic	100K email opens, 15K web visits, 50 induction cooktop rebate claims

PROGRAMS PORTFOLIO

Active Programs

Name	Budget	Potential Impact	Cumulative Impact To-Date	Last Quarter (Update)	Next Quarter (Target)
Go Electric Advisor	\$892K	3,600 customers use hotline, 1,200 use tech assistance, 350 use electrification plans	25 customers use service	Soft launched service mid-Q1	Ramp up the service to generate more customer demand
Priority Zone DC Fast Charger (PZDFC) 2.0	\$875K	10 DCFC installations near MUD hotspots	4 of 10 ports are live now (1 of 4 sites)	Waited for project installs	Monitor site construction progress and milestones
FutureFit Assist	\$725K	<ul style="list-style-type: none"> 60 assessments 36 projects done 250 ports 	52 applications	Supported additional projects	Expand enrollment
GridShift EV Charging	\$600K	Bill/emissions savings and load shifting capacity	<ul style="list-style-type: none"> 1,303 EVs enrolled 30 charger rebates 	Continued enrolling EVs	Offer an ongoing enrollment incentive, launch a referral program, and continue e-mail marketing
Reach Codes 2.0	\$600K	Require all new buildings to be emissions-free	13 agencies adopt electrification ordinances	Monitor and support agencies as the Berkeley legal case evolved (BAAQMD)	Present alternative reach codes to member agencies
Decarbonization Engagement Grants	\$442K	5 communities engage residents on climate action topics	In progress	5 communities executed agreements	Work to complete projects, share during MAWG meetings
Fleet Electrification	\$300K	Complete for 5 member agency and 5 SMB fleets	7 fleets in progress	Supporting fleet transformations	2-3 agencies anticipate completing
SV Transportation Electrification Clearinghouse	\$150K	Create cohort to enable equitable electrification.	In progress	Conduct relaunch to assess how to increase impact	Relaunch program
Lights On Silicon Valley	Power Supply Budget	750 SFH and 5 MF completed	657 enrolled SFH	Sunrun continued to enroll and install customers	Delivery begins
SV Building Electrification Stronger Together	\$150K	Educate stakeholders about building electrification	30 new stakeholders engaged to date	Identified renters groups, workforce, and low-moderate income individuals as key stakeholders	Launch engagement incentive program to invite new feedback from members of workforce, housing, and LMI groups on SVCE programs

PROGRAMS PORTFOLIO

Planning

Name	Budget	Potential Impact	Last Quarter (Update)	Next Quarter (Target)
Multifamily Direct Install (TE and BE)	\$12.5M	300 to 1,000 MF AH units electrified	Contract with Association for Energy Affordability (AEA) approved in December 2023	Convene affordable housing developer and tenant rights groups to gather input on program design
Tariffed On Bill (TOB) Financing	\$3M	500 to 1,000 customers finance electrification	Supported CPUC Working Group & Equity Committee with IOUs to develop Joint Proposal for a TOB financing pilot	Submit joint proposal to CPUC for consideration & complete bill savings analysis for SVCE territory
Innovation Onramp	\$2.4M	1-2 pilot projects per year that advance electrification programs and strategies	Identified theme of application cycle	Open applications for pilot proposals
Existing Building Policy Experiment	\$1.9M	Spur action on building electrification and reduce building gas combustion	Outreach to member agencies	Roll out in conjunction with policy experimentation and reach code modernization
Feasibility Assessment, Natural Gas Phase Out	\$300K	Complete study that informs local, regional, and statewide policies	Issued RFP and selected vendor	Send contract to BOD and begin analysis

Closed/Inactive

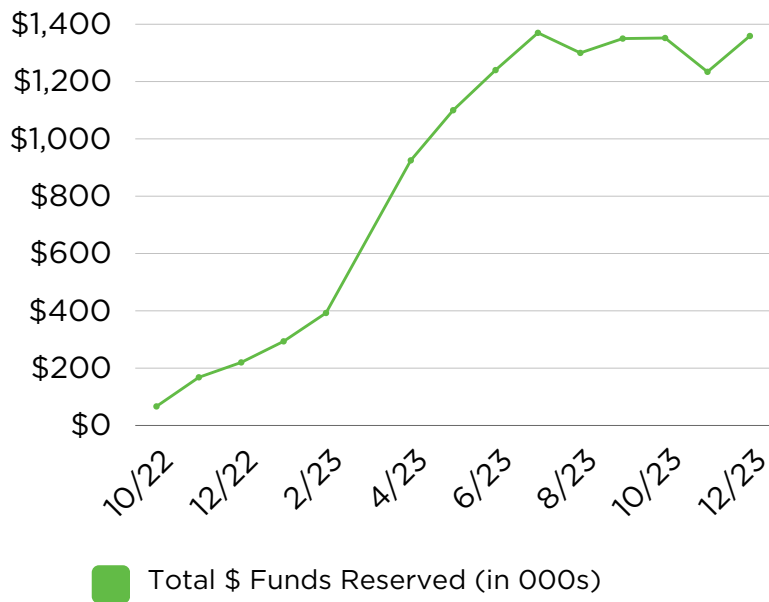
Name	Budget	Summary
FutureFit Homes Heat Pump Water Heater	\$1.5M	Program closed in December 2022, and active applications were transitioned to FutureFit Homes Incentives program
Electric Showcase Awards 2.0	\$1.5M	150 applications, 16 winners, \$95,000 awarded
Reach Codes 2019	\$400K	Reach Codes 2019 were adopted by 12 of 13 member agencies, and several agencies updated Reach Codes in the 2022 code cycle
Medical Battery Program	\$200K	All 50 batteries are claimed by customers who require electricity for medical devices and are at high risk of power outages

PROGRAMS HIGHLIGHTS

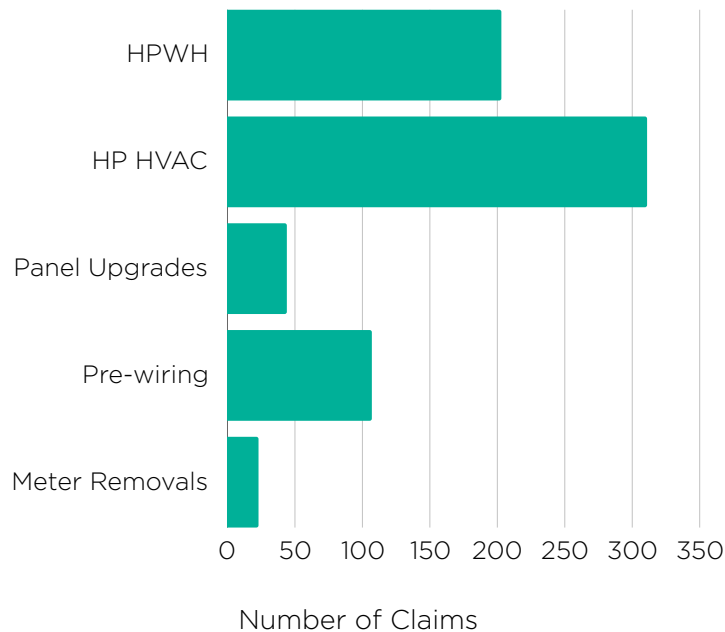
FY24 Q1

FutureFit Homes

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

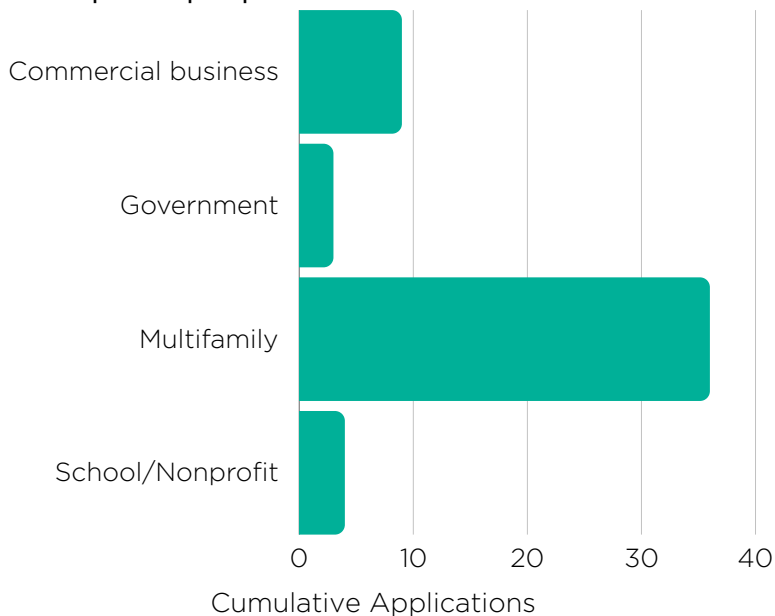


Rebates claimed: \$1.32M
Rebates reserved: \$1.36M



Future Fit Assist

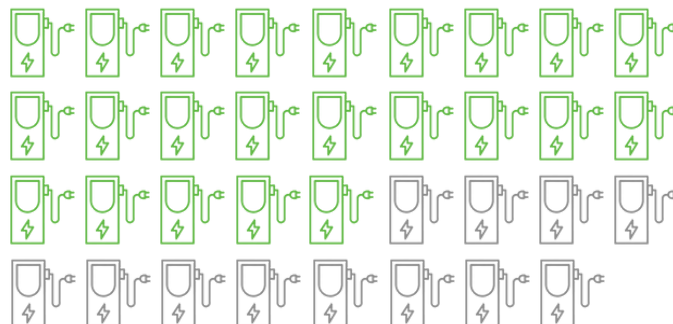
Assistance in site assessment, preliminary design, and applying to rebates for charging at multifamily housing and small and medium workplace properties.



Charging Installation Incentive Program (CHIIP)

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

Funds Reserved: \$883K
Approved Reservations: 23
Goal: 35 Sites, 150 ports

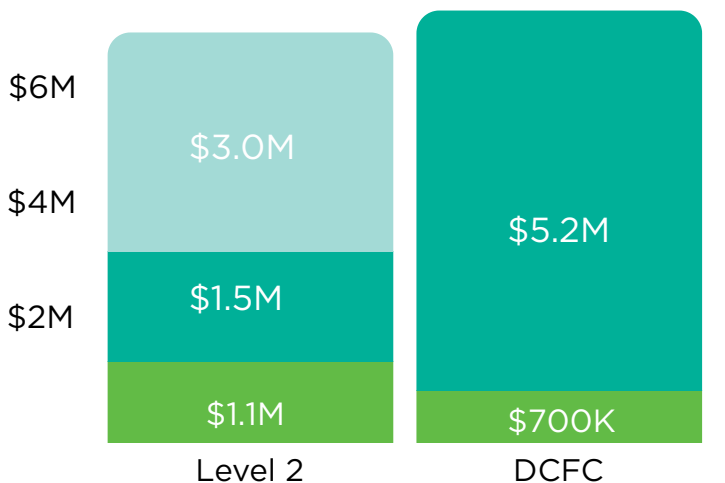


PROGRAMS HIGHLIGHTS

FY24 Q1

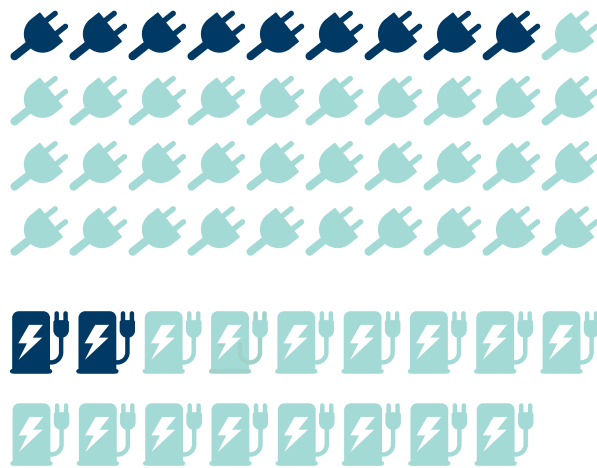
CALeVIP

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



- Reserved
- Remaining Funds
- Funds Issued

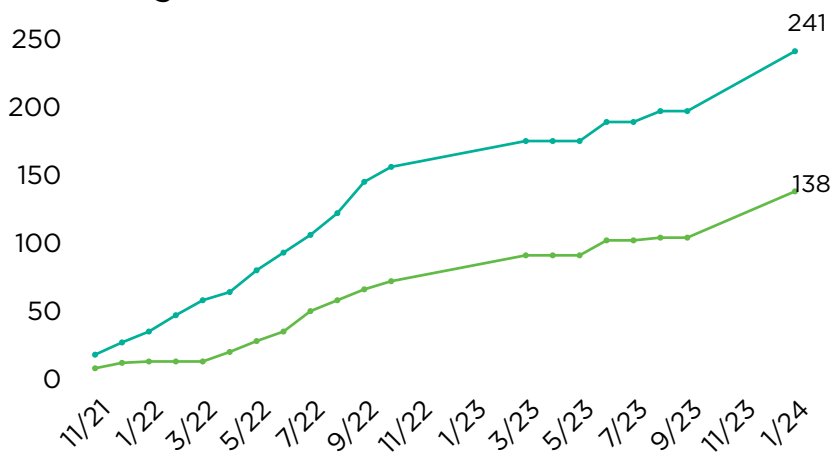
Funding: \$11.58M
Goal: 1K Level 2 + 85 DC Fast Chargers by 2023



- = 25 Level 2 Installations
- = 5 DCFC Installations

FutureFit Fundamentals

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



- Completions
- Registrations

Funding: \$1.5M
Goal: 150 Participants Complete the Course (Phase 1)



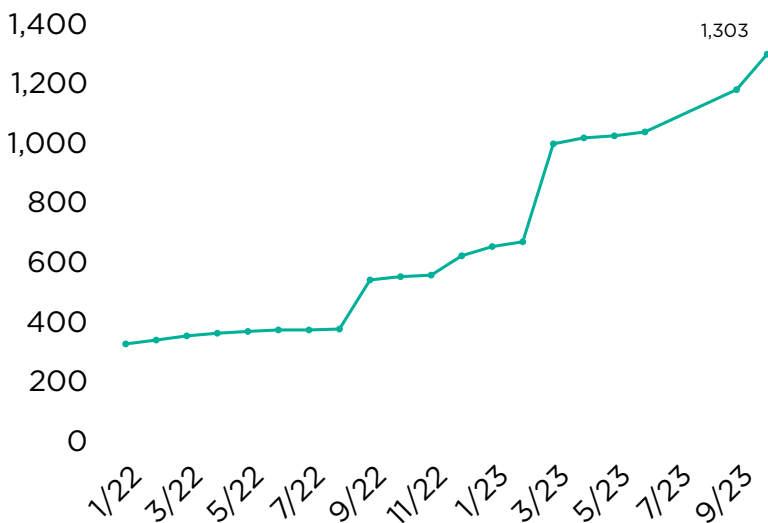
- = 5 Participants Complete Course

PROGRAMS HIGHLIGHTS

FY24 Q1

GridShift EV Charging

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



■ Number of Enrolled EVs

Rebate Goal: \$30K

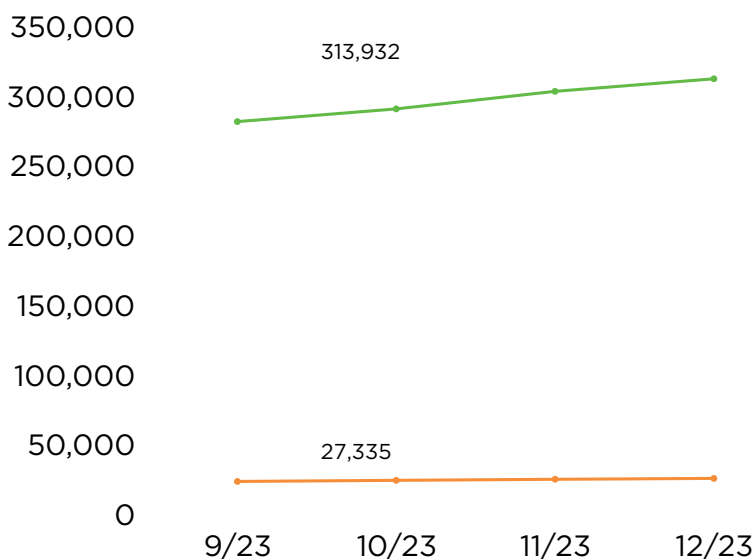
Goal: 120 EV Chargers



Charger Rebates Reserved: 30

eHub Report

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



■ Unique Visits ■ Return Visits

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.

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

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

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

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

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

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

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

GLOSSARY

Built Environment

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

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

Mobility

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

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

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

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

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

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

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

Power Supply

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

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

Education & Outreach

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

Grid Integration

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

1. Outreach Events & Sponsorships

Date	Sponsorship	Location
4/2/2024	SPUR Webinar: Reaching 1 Million Electric Vehicle Chargers by 2030 12:30 – 1:30 p.m. <i>Sponsorship</i>	Virtual
4/4/2024	CPUC Small and Diverse Business Expo 9 a.m. – 2 p.m. <i>Tabling</i>	South San Francisco Conference Center 255 S Airport Blvd, South San Francisco, CA 94080
4/5/2024	Los Altos Village Association First Friday 6 – 9 p.m. <i>Tabling</i>	State Street & Main Street Los Altos, CA 94022
4/7/2024	Science is Elementary 15th Anniversary Fair 2 – 5 p.m. <i>Sponsorship and Tabling</i>	Los Altos Community Center 97 Hillview Ave Los Altos, CA 94022
4/11/2024	FUHSD Earth Day 5 – 8 p.m. <i>Tabling</i>	Computer History Museum 1401 N Shoreline Blvd Mountain View, CA 94043

Outreach Events & Sponsorships (cont.)

Date	Sponsorship	Location
4/13/2024	Acterra Love Our Earth Festival 10 a.m. – 2 p.m. <i>Tabling</i>	Bloomhouse 2555 Pulgas Ave East Palo Alto, CA 94303
4/13/2024	Saratoga Blossom Festival 10 a.m. – 4 p.m. <i>Tabling</i>	Heritage Orchard Saratoga, CA, 95070
4/16 – 4/18/2024	CalCCA Conference <i>Attendance</i>	Signia by Hilton San Jose 170 South Market Street San Jose, CA 95113
4/20/2024	Morgan Hill Earth Day 10 a.m. – 3 p.m. <i>Tabling</i>	Morgan Hill Community and Cultural Center 17000 Monterey St Morgan Hill, CA 95037
4/20/2024	Sunnyvale Earth Day 11 a.m. – 3 p.m. <i>Tabling</i>	Sunnyvale City Hall 456 W Olive Ave Sunnyvale, CA 94086

Outreach Events & Sponsorships (cont.)

Date	Sponsorship	Location
4/20/2024	Mountain View Earth Day 10 a.m. – 2 p.m. <i>Tabling</i>	Mountain View Community Center 201 S Rengstorff Ave Mountain View, CA 94040
4/20/2024	Cupertino Earth Day 11 a.m. – 3 p.m. <i>Tabling and solar stage sponsorship</i>	Cupertino Library Park Field 10800 Torre Ave Cupertino, CA 95014
4/20/2024	Milpitas Earth Day 10 a.m. – 12 p.m. <i>Tabling</i>	Calle Oriente Park 1199 Calle Oriente Milpitas, CA 95035
4/21/2024	Los Gatos Spring Into Green 10 a.m. – 1 p.m. <i>Tabling</i>	Town Plaza Park Montebello Way Los Gatos, CA 95030

Outreach Events & Sponsorships (cont.)

Date	Sponsorship	Location
4/23/2024	Cupertino Induction Cooking Experience 6:30 – 8 p.m. <i>Tabling</i>	Quinlan Community Center - Cupertino Room 10185 North Stelling Cupertino, CA 95014
4/24/2024	Western Digital Earth Day Vendor Fair (tentative) 11:30 a.m. – 1:30 p.m. <i>Tabling</i>	951 SanDisk Drive Milpitas, CA 95035
4/26/2024	Saratoga Elementary Earth Day Time TBD <i>Tabling</i>	Saratoga Elementary School 14592 Oak St Saratoga, CA 95070
4/27/2024	SCCOE Environmental Literacy Summit 9 a.m. – 3 p.m. <i>Tabling and sponsorship</i>	Santa Clara County Office of Education 1290 Ridder Park Dr San Jose, CA 95131

2. Customer Participation

	Participation Rate	Overall Participation Rate
Residential	96.16%	96.20%
Commercial	96.59%	

3. Ads Currently Running

EV Charger Tech Assist Program: svcleanenergy.org/ev-charging-assist

- Google + LinkedIn ads and a cold-calling campaign



Silicon Valley Clean Energy
Utilities - Sunnyvale, California
3k Followers

Did you know that 42% of all new vehicles sold in Santa Clara County last year were electric? Take charge of your property's EV future and sign up today to receive:

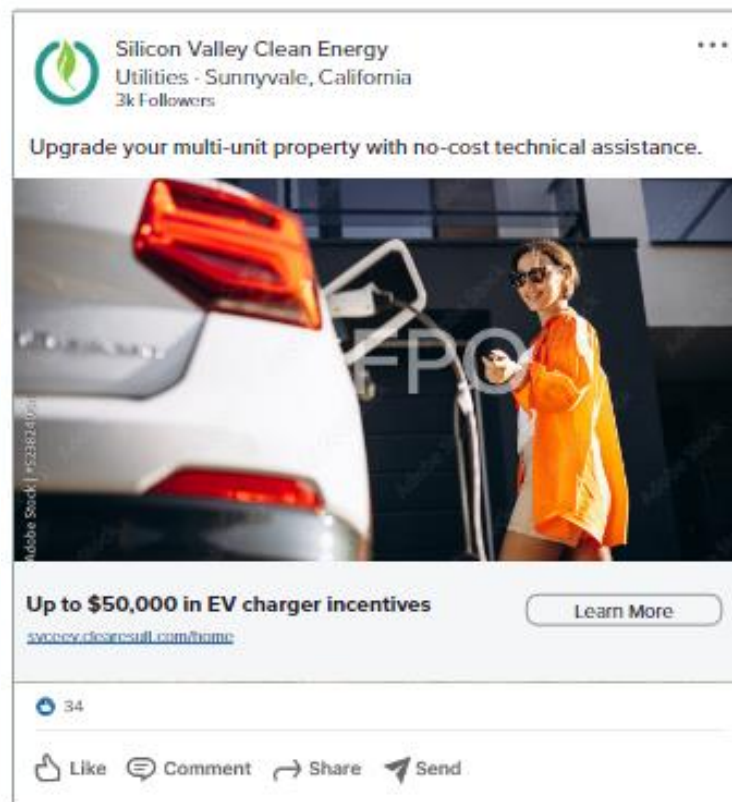
- Free onsite evaluation
- Custom-tailored project design assistance
- Installation and procurement support

Free EV charger technical assistance

svcleanenergy.org/ev-charging-assist


34

Like Comment Share Send



Silicon Valley Clean Energy
Utilities - Sunnyvale, California
3k Followers

Upgrade your multi-unit property with no-cost technical assistance.



Up to \$50,000 in EV charger incentives

svcleanenergy.org/ev-charging-assist

34

Like Comment Share Send



EV Chargers for Your Business

Ad Upgrade your property with free EV charger installation support and expert assistance.
Silicon Valley

[Learn More](#)



Future-Proof Your Property

Ad Property upgrades made easy with EV incentives up to \$50K and free project tech support.
Silicon Valley

[Learn More](#)

4. The 2024 Education Fund Recipients

Compass Point Mentorship

(Sunnyvale): Collecting environmental data from the Alviso community using solar-powered sensors.

Dr. Bike *(Cupertino)*: Hosting bicycle repair workshops and promoting safe cycling.

EcoValley *(Cupertino)*: Leading workshops on upcycling art, renewable power, and more for local youth.



2024 recipient, EcoValley, tabling a community event



The 2024 Education Fund Recipients

- **Environmental Outreach Club (Los Gatos):** Distributing native tree saplings to offset approximately 10% of the community's carbon emissions.
- **FUHSD Climate Collective (Sunnyvale):** Facilitating a district-wide showcase of environmental literacy instruction at the Fremont Union High School District's Earth Day event.
- **Green Ninja Project (Saratoga):** Leading a student film festival focused on creating educational videos about climate solutions.



The Environmental Outreach Club's online advertisements promoting their earth day event



The 2024 Education Fund Recipients

- **Harker Green Team (Saratoga):** Building an upcycling app for students to swap and share items like books and clothes.
- **Morgan Hill Youth Climate Action (Morgan Hill):** Organizing professional development for teachers on climate and environmental education.
- **Utmost Atmos (Cupertino):** Organizing conferences, competitions, and presentations to raise student awareness about climate change.



Team Utmost Atmos on a bicycle distribution and education day in 2023

The 2024 Education Fund Recipients

- **West Valley College Lab Rats Club** (*Saratoga*): Engineering solar-powered electric bikes to donate to students.
- **Young Women Leaders** (*Morgan Hill*): Hosting a youth conference on green career development, skill workshops, and related topics for young women.
- **Sherman Oaks Dual Immersion Middle School** (*Campbell*): Creating a solar-powered school announcement system.

A flyer announcing the Young Woman Leaders' annual conference

LAS JÓVENES LÍDERES (YOUNG WOMEN LEADERS) PRESENTAN...



CONFERENCIA DE LIDERAZGO JUVENIL 2024

Desarrolla habilidades en liderazgo, finanzas, cambio climático y más!

MARZO 9 2024
9 AM - 2:30 PM

CENTRAL HIGH SCHOOL,
85 TILTON AVE.
MORGAN HILL 95037

Para mujeres jóvenes en los grados de 8 a 12 en el condado de Santa Clara

- Expositor Principal
- Actividades
- Premios

QUIENES SOMOS?
LAS JÓVENES LÍDERES SON UN GRUPO DE ESTUDIANTES INSPIRADORAS DEL OCTAVO AL DOCEAVO GRADO DEDICADAS Y APASIONADAS POR SERVIR A LAS MUJERES JÓVENES DE NUESTRA COMUNIDAD EQUIPÁNDOLAS CON HABILIDADES CLAVE DE LIDERAZGO.



Regístrate aquí o en eventbrite: ["Young Women Leaders"](http://bit.ly/3tJsje5)
<http://bit.ly/3tJsje5>

Manténte en contacto en: youngwomenleaders.org



ESCR Update, April 2024

4. Member Agency Working Group – March Update

The most recent MAWG meeting was held in person on March 28, 2024 and was attended by 9 different agencies and organizations with a total of 21 participants.

The following agenda items were presented and discussed:

- Welcoming remarks by SVCE CEO, Monica Padilla
- Zero NOx BAAQMD Ruling - Panel presentations and roundtable Q+A with BAAQMD, SPUR, PCE, and SVCE
- Induction cooking training



5. Press Releases & Media

Press Releases

- [Kris Van Vactor Selected as Director of Power Resources at Silicon Valley Clean Energy](#), *Press Release, 03-05-24*
- [Lights, Camera, Action! Entries Now Open for EmPowerSV Video Scholarship Competition](#), *Press Release, 03-11-24*

Media Mentions

- [Stakeholders Continue Pursuit of Clarity in Power Source Disclosure Program](#), *California Energy Markets, 03-01-24*
- [Chaset Leaving Ava Community Energy](#), *California Energy Markets, 03-01-24*
- [Stem's PowerBidder™ Pro Selected by Two CCAs in CAISO](#), *TMCNET News, 03-19-24*
- [Milpitas celebrates Hindu festival of colors](#), *Marin Independent Journal, 03-19-2024*

5. Press & Media (continued)

- Mountain View city officials lay out ambitious plans, and need for funding, in annual update, *Mountain View Voice*, 03-25-24
- Letter: Seeking environmental justice for Gilroy, *Gilroy Dispatch*, 03-26-24
- ev.energy to scale EV charging solutions across California, *Automotive Purchasing and Supply*, 02-23-24

SVCE Legislative and Regulatory Update

April 10, 2024



Policy Updates

Regulatory Update:

1. Demand Flexibility: Income Graduated Fixed Charge
2. Provider of Last Resort

Legislative Update:

1. Bill Update
2. SVCE Bill Positions
3. 2024 Legislative Calendar



Regulatory Update



Key Regulatory Activities

Activity	Purpose	Status
Demand Flexibility Proceeding (R. 22-07-005) Income Graduated Fixed Charge Track	To advance demand flexibility through electric rates.	<p>The CPUC issued a Proposed Decision authorizing all investor-owned electric utilities (e.g., PG&E in SVCE's territory) to change the structure of their residential customer bills in accordance with Assembly Bill 205, Stats. 2022, ch. 61. If voted out as is, PG&E will be required to implement income graduated fixed charges on residential bills during the first quarter of 2026.</p> <p>The Proposed Decision proposes to adopt a three-tiered income graduated fixed charge structure. Tier 1 customers must be enrolled in California Alternative Rates for Energy and would pay a \$6 monthly charge. Tier 2 customers must be enrolled in Family Electric Rate Assistance or be living in affordable housing restricted to residents with incomes at or below 80 percent of Area Median Income and will pay a \$12.08 monthly charge. Tier 3 customers will be all other customers not eligible for Tiers 1 and 2 and will pay a \$24.15 monthly charge. The Proposed Decision is expected to be voted out by the CPUC on May 9th at the earliest. However, there are several active bills at the legislature that may repeal any CPUC action.</p>
Provider of Last Resort (R.21-03-011)	Order Instituting Rulemaking to Implement Senate Bill 520 and Address Other Matters Related to Provider of Last Resort.	<p>The CPUC issued its Phase 1 Proposed Decision ("PD"), which established a new minimum Financial Security Requirement ("FSR") as well as new financial reporting requirements. Relative to some party proposals, the PD is an overall positive outcome for CCAs. The PD did not adopt PG&E's proposal, which would have significantly increased the required FSR posting for all CCAs, nor does it impose what CalCCA and SVCE thought were unreasonable financial monitoring steps. However, the PD does raise the minimum FSR to cover PG&E's administrative fees, such that SVCE's estimated FSR will increase from \$147,000 to more than \$1 million. This payment can be made in the form of a letter of credit, meaning actual costs to SVCE will be significantly less than the posting amount. The decision is expected to be voted out by the end of April.</p>



Legislative Update



Bill Update

SVCE is reading and analyzing several bills this session. Preliminary bills of interest include:

Topic Area	Bill Number(s)	Summary
Income Graduated Fixed Charge	AB 1999 (Irwin), SB 1312 (Nguyen), SB 1314 (Nguyen), AB 2805 (Essayli), AB 1326 (Jones), SB 1292 (Bradford)	Most of the legislature's proposals would repeal income graduated fixed charges on electricity bills.
Net Billing Tariff	AB 2619 (Connolly), SB 1374 (Becker), AB 3269 (Essayli)	Legislative proposals would impact rooftop solar by repealing or modifying the Net Billing Tariff.



SVCE Bill Positions

Bill Number	Summary	Position
SB 1095 (Becker)	Prohibits mobile home parks and homeowner associations from instituting barriers to electric appliances.	Support



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: April – August 2024

April

10th: BOD Meeting

- **Study Session: EV Charging**
- **Study Session: Load Modifiers & Forecasting**

26th: EC Meeting

- MRP/Gas Peaker Community Investment Policy
- Intro to 2025 Strategic Plan

May

8th: BOD Meeting

- Intro to 2025 Strategic Plan (Tentative)
- MRP/Gas Peaker Community Investment Policy

24th: EC Meeting

- Workforce Policy & Strategy
- FY 2024-25 Budget Framework

TBD: F&A Comm. Meeting

- ERM Framework, Budget Framework
- Stress Test

June

12th: BOD Meeting

- FY 24-25 Budget Framework
- Stress Test Analyses
- **Study Session: Clean Pathway and 24x7 study; Integrated Resource Plan**

28th: EC Meeting

TBD

Aug

14th: BOD Meeting

- Workforce Policy & Strategy
- Provide Feedback on FY 2024-25 Budget
- ERM Policy Approval

23rd: EC Meeting

- FY 2024-25 Budget Framework
- Policy Project Update

TBD: F&A Comm. Meeting

- Recommend Approval of FY 24-25 Budget

*Please note the items on this schedule may change



Staff Report – Item 3

Item 3: **Study Session: Decarbonization Programs and Policy Overview of Residential Electric Vehicles and Charging**

From: Monica Padilla, CEO

Prepared by: Justin Zagunis, Director of Decarbonization Programs and Policy
Douglas Bernard, Decarbonization Management Analyst

Date: 4/10/2024

BACKGROUND

Staff will provide a presentation on SVCE’s programs for the residential electric vehicle and charging sectors. The purpose of the presentation is to support increased awareness of programs, underlying data, policy approaches, and the scale needed to fully electrify the region.

The presentation will include high-level statistics on emissions and residential vehicles and charging in SVCE territory, along with a review of datasets on the electric vehicle and charging sectors. The presentation will also highlight a handful of current programs and impacts, as well as describe a handful of upcoming programs that will help expand our reach to additional customer demographics. This presentation is for informational purposes only.

ATTACHMENTS

The PowerPoint presentation for this item is posted to SVCE’s website.



Staff Report – Item 4

Item 4: Study Session: Update on Load Forecasting Efforts

From: Monica Padilla, CEO

Prepared by: Maren Wenzel, Director of Regulatory, Policy and Planning

Date: 4/10/2024

BACKGROUND

Staff will provide an informational presentation to the Board of Directors on SVCE’s load forecasting efforts. The presentation will review why we forecast, how we forecast, and will review current forecast results.

ATTACHMENTS

The PowerPoint presentation for this item will be posted to SVCE’s website.



Staff Report – Item 5

Item 5: Building Electrification **Policy Update**

From: Monica Padilla, CEO

Prepared by: Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy

Date: 4/10/2024

RECOMMENDATION

Staff requests that the Board receive an update on the Permit Modernization and Building Decarbonization Policy initiative.

BACKGROUND

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

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

ANALYSIS & DISCUSSION

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

STRATEGIC PLAN

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

FISCAL IMPACT

N/A

ATTACHMENTS

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



Silicon Valley Clean Energy Board of Directors Meeting

April 10, 2024

Appendix A

Power Resource Contracts Executed by CEO

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER – RESOURCE ADEQUACY
BETWEEN
CALPINE ENERGY SERVICES, L.P.
AND
Silicon Valley Clean Energy Authority**

This Confirmation Letter (“Confirmation”) confirms the Transaction between **Calpine Energy Services, L.P.**, a Delaware limited partnership (“Seller”), and **Silicon Valley Clean Energy Authority**, a California joint powers authority (“Buyer”), each individually a “Party” and together the “Parties”, dated as of March 26, 2024 (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, and that certain Cover Sheet, effective as of June 20, 2017, along with any annexes and amendments thereto (collectively, the “Master Agreement”). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement”. All provisions contained in or incorporated by reference in the Master Agreement will govern this Confirmation except as expressly modified herein. Subject to any contrary provisions in the Master Agreement, in the event of any inconsistency between the provisions of the Master Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or the Tariff (as defined herein).

**1.
DEFINITIONS**

- 1.1** “Agreement” has the meaning specified in the introductory paragraph hereof.
- 1.2** “Alternate Capacity” means any replacement Product which Seller has elected to provide to Buyer in accordance with the terms of Section 4.5.
- 1.3** “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.
- 1.4** “Availability Incentive Payments” has the meaning set forth in the Tariff.
- 1.5** “Availability Standards” shall mean Availability Standards as defined in Section 40.9 of the Tariff or otherwise applicable to CAISO.
- 1.6** “Buyer” has the meaning specified in the introductory paragraph hereof.
- 1.7** “CAISO” means the California Independent System Operator or its successor.
- 1.8** “Capacity Replacement Price” means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of the definition of Section 1.51 of the Master Agreement, “Capacity Replacement Price” shall be deemed to be the “Replacement Price.”
- 1.9** “Confirmation” has the meaning specified in the introductory paragraph hereof.
- 1.10** “Confirmation Effective Date” has the meaning specified in the introductory paragraph hereof.

- 1.11** “Contingent Firm RA Product” has the meaning specified in Section 3.4 hereof.
- 1.12** “Contract Price” means, for any Monthly Delivery Period, the price specified under the RA Capacity Price Table in Section 4.9.
- 1.13** “Contract Quantity” means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month (as such amount may be adjusted pursuant to Section 4.4).
- 1.14** “Control Area” has the meaning set forth in the Tariff.
- 1.15** “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, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022 and 19-06-026, 20-06-002, 20-06-028, 20-06-31, 20-12-006, 21-06-035, and any other existing or subsequent decisions related to resource adequacy issued from time to time by the CPUC, as amended from time to time.
- 1.16** “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.
- 1.17** “Delivery Period” has the meaning specified in Section 4.1 hereof.
- 1.18** “Delivery Point” has the meaning specified in Section 4.2 hereof.
- 1.19** “Designated RA Capacity” shall be equal to, with respect to 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.
- 1.20** “Effective Flexible Capacity” means the flexible capacity of a resource that can be counted towards an LSE’s FCR obligation, as identified from time to time by the Tariff, the CPUC Decisions, LRA, or other Governmental Body having jurisdiction.
- 1.21** “FCR Attributes” means, with respect to a Unit, any and all FCR 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 that can be counted toward FCR and are consistent with the operational limitations and physical characteristics of such Unit. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines the FCR Attributes of a Unit, then such change will not result in a change in obligations or payments made pursuant to this Transaction.
- 1.22** “FCR Showings” 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** “Firm RA Product” has the meaning specified in the Section 3.3 hereof.
- 1.24** “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.
- 1.25** “Flexible RA Product” has the meaning specified in the Section 3.2 hereof.

- 1.26** “GADS” means the Generating Availability Data System or its successor.
- 1.27** “Generic RA Product” means Designated RA Capacity consisting of RAR Attributes and, if applicable, LAR Attributes, which does not include FCR Attributes.
- 1.28** “Good Utility Practice” has the meaning set forth in the Tariff.
- 1.29** “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.
- 1.30** “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.
- 1.31** “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 as of the Confirmation Effective Date by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR and are consistent with the operational limitations and physical characteristics of such Unit, but exclusive of any RAR 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 obligations or payments made pursuant to this Transaction.
- 1.32** “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.
- 1.33** “LRA” has the meaning set forth in the Tariff.
- 1.34** “LSE” means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).
- 1.35** “Master Agreement” has the meaning specified in the introductory paragraph hereof.
- 1.36** “Monthly Delivery Period” means each calendar month during the Delivery Period and shall correspond to each Showing Month.
- 1.37** “Monthly RA Capacity Payment” has the meaning specified in Section 4.9 hereof.
- 1.38** “NERC” means the North American Electric Reliability Council, or its successor.
- 1.39** “NERC/GADS Protocols” means the GADS protocols established by NERC, as may be updated from time to time.
- 1.40** “Net Qualifying Capacity” has the meaning set forth in the Tariff.
- 1.41** “Non-Availability Charges” has the meaning set forth in the Tariff.

- 1.42** “Outage” means 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).
- 1.43** “Party” and “Parties” have the meanings specified in the introductory paragraph hereof.
- 1.44** “Planned Outage” means, subject to and as further described in the CPUC Decisions and the Tariff (Planned Outage referred to as “Approved Maintenance Outage” under 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, or for the purposes of new construction work for such Unit.
- 1.45** “Product” has the meaning specified in Article 3 hereof.
- 1.46** “RA Capacity” means the qualifying and deliverable capacity of the Unit for RAR, 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 RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a Unit, as applicable pursuant to this Confirmation.
- 1.47** “RA Capacity Price” means the price specified in the RA Capacity Price Table in Section 4.9 hereof.
- 1.48** “RAR” or “Resource Adequacy Requirements” means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the CPUC Decisions, by the CAISO under the Tariff, or by an LRA or other Governmental Body having jurisdiction.
- 1.49** “RAR Attributes” means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the Tariff, the CPUC Decisions, LRA, or any Governmental Body having jurisdiction, that can be counted toward RAR and are consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes or FCR Attributes.
- 1.50** “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.
- 1.51** “Replacement Capacity” has the meaning specified in Section 4.7 hereof.
- 1.52** “Replacement Unit” means a generating unit meeting the requirements specified in Section 4.5.
- 1.53** “Resource Category” shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.
- 1.54** “Scheduling Coordinator” or “SC” has the meaning set forth in the Tariff.
- 1.55** “Seller” has the meaning specified in the introductory paragraph hereof.
- 1.56** “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. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.
- 1.57** “Subsequent Buyer” means the purchaser of Product from Buyer in a re-sale of Product by Buyer.

- 1.58** "Supply Plan" means the supply plans, or similar or successor filings, that each Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other Governmental Body, pursuant to Applicable Laws, in order for that RA Capacity to count for its RAR Attributes, LAR Attributes, and/or FCR Attributes.
- 1.59** "Tariff" means the tariff and protocol provisions of the CAISO, including associated rules, procedures and business practice manuals, as amended or supplemented from time to time.
- 1.60** "Transaction" has the meaning specified in the introductory paragraph hereof.
- 1.61** "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.
- 1.62** "Unit EFC" means the Effective Flexible Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Effective Flexible Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lesser of (i) the Unit EFC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Effective Flexible Capacity. To the extent the Confirmation Effective Date of this Confirmation occurs prior to the CAISO's setting of a Unit EFC for the applicable Unit, the Unit EFC shall be as agreed to by the Parties and specified in Article 2, and Seller represents that, to the best of its knowledge, this Unit EFC is consistent with the CAISO's methodology for determining Unit EFC as of the Confirmation Effective Date. To the extent the CAISO creates new categories of flexible capacity during the term of this Transaction and a Unit can count toward such new categories of flexible capacity while operating consistent with the operational limitation and physical characteristics of such Unit, any and all such new categories of flexible capacity shall be deemed to be part of the Effective Flexible Capacity of that Unit. The above notwithstanding, to the extent the CAISO decides to reduce the applicable Unit EFC, Seller shall not be liable for any costs or damages related to such reduction and the Unit EFC shall be reduced per Section 4.4 of this Confirmation.
- 1.63** "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, and (ii) the CAISO-adjusted Net Qualifying Capacity.

2.

UNIT INFORMATION AND DESIGNATION

2.1 Unit Information

Delta Energy Center

Name: Delta Energy Center Aggregate

Location: Pittsburg, CA

CAISO Resource ID: DELTA_2_PL1X4

Resource Type: I_Phys_Res

Resource Category (1, 2, 3 or 4): 4

Point of interconnection with the CAISO Controlled Grid ("Substation"): Pittsburg 230 kV substation

Local Capacity Area (as of the Confirmation Effective Date): CAISO System

Path 26 (North, South or None): North

Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment: None

Run Hour Restrictions: None

LAR Attributes (Yes/No): N/A

If yes: Local Capacity Area (as of the Confirmation Effective Date): N/A

Product Type (Generic/Flexible): Flexible

If Generic: Unit NQC (as of the Confirmation Effective Date): N/A

If Flexible: Unit EFC (as of the Confirmation Effective Date): Varies by Month
Flexible Capacity Category (Base/Peak/Super-peak): Base

2.2 Seller to Designate Unit

- (a) At any point prior to the Delivery Period, Seller may modify the Unit from which RA Capacity will be provided to Buyer by providing Buyer with the specific Unit information identified in Section 2.1 by no later than ten (10) Business Days before the relevant deadline for the Compliance Showing.
- (b) The Unit shall meet the Product characteristics and Contract Quantity specified in Articles 3 and 4 and the Resource Category requirements set forth in Section 2.2(c). Under no circumstances shall the Unit be a coal-fired generating facility.
- (c) The Unit shall qualify as a Maximum Cumulative Capacity ("MCC") Resource Category 4 resource, which is described in the CPUC's 2020 Filing Guide as being able to run or operate in "All Hours (planned availability is unrestricted)".
- (d) Seller may designate an import resource as a Unit, provided that (i) such import resource meets each of the requirements of this Section 2.2, (ii) such resource meets the requirements of "resource-specific resource) pursuant to the CPUC Decisions, and any other applicable CAISO or CPUC requirements, and (iii) Seller provides to Buyer, at no additional cost, sufficient import allocation rights necessary to ensure delivery of the Product to Buyer.
- (e) Nothing in this Section 2.2 shall be construed to limit the applicability of Sections 4.4 (Adjustment to Contract Quantity) or 4.5 (Alternate Capacity and Replacement Units) of this Confirmation.
- (f) Seller's designation of the Unit each year shall not in any way (i) convert the Contingent Firm RA Product being sold under this Confirmation into a Firm RA Product, or (ii) cause any change to the Monthly RA Capacity Payment.

3.

RESOURCE ADEQUACY CAPACITY PRODUCT

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, the Designated RA Capacity in the amount of the Contract Quantity of (i) RAR Attributes and, if applicable, LAR

Attributes, and (ii) FCR Attributes, if Flexible RA Product is specified in Section 3.2, and the Contract Quantity shall be either a Firm RA Product or a Contingent Firm RA Product, as specified in either Section 3.3 or 3.4 (the "Product"). 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 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 pursuant to the Tariff any RA Capacity from a Unit that is in excess of that Unit's Contract Quantity and any RAR Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.1 RAR and LAR Attributes

Seller shall provide Buyer with the Designated RA Capacity of RAR Attributes and, if applicable, LAR Attributes from each Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement.

3.2 Flexible RA Product

Seller shall provide Buyer with Designated RA Capacity of FCR Attributes from the Units in the amount of the applicable Contract Quantity.

3.3 Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units 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.

3.4 Contingent Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units in the amount of the applicable Contract Quantity; provided, however, that if (i) the Units are not available to provide the full amount of the Contract Quantity due to Force Majeure, any Planned Outage or any reduction of the RA Capacity of any Unit, and (ii) Seller has given Buyer timely notice pursuant to Section 4.5, then, Seller may either reduce the Contract Quantity or 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 any portion of the Designated RA Capacity (x) for a reason other than a Force Majeure, Planned Outage or reduction of the RA Capacity of any Unit (as provided in Section 4.4), or (y) Seller failed to give Buyer timely notice pursuant to Section 4.5(a), 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.

4. DELIVERY AND PAYMENT

4.1 Delivery Period

The Delivery Period shall be June 1, 2024 through June 30, 2024, inclusive. For the avoidance of doubt, nothing in this Agreement shall obligate Seller to provide any RA Capacity to Buyer for any period after the end of the Delivery Period.

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 of each Unit for each Monthly Delivery Period shall be:

Contract Quantity (MWs)

Contract Year/Month	Contract Quantity (MWs)	Resource ID
██████████	██████████	DELTA_2_PL1X4

4.4 Adjustments to Contract Quantity

- (a) Planned Outages: Seller's obligation to deliver the Contract Quantity for any Showing Month may be reduced at Seller's option if any portion of the Unit is scheduled for a Planned Outage during the applicable Showing Month; provided, Seller notifies Buyer, no later than ten (10) Business Days before the relevant deadlines for the corresponding RAR Showings, LAR Showings and/or FCR Showings applicable to that Showing Month, of the amount of Product from the Unit Buyer is permitted to include in Buyer's RAR Showings, LAR Showings, and/or FCR Showings applicable to that month as a result of such Planned Outage.

If Seller is unable to provide the applicable Contract Quantity for a Showing Month because of a Planned Outage of a Unit, Seller has the option, but not the obligation, to provide Product for such Showing Month from Replacement Units, provided, Seller provides and identifies such Replacement Units in accordance with Section 4.5. If Seller chooses not to provide Product from Replacement Units and a Unit is on a Planned Outage for the applicable Showing Month, then, the Contract Quantity shall be revised in accordance with any applicable adjustments stipulated by the CPUC Filing Guide or CAISO Tariff in effect for the applicable Showing Month in which the Planned Outage occurs.

- (b) Reductions in Unit NQC: If Product is both (i) Generic RA Product, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity of Flexible RA for any Showing Month may also be reduced or adjusted by Seller if the CPUC, CAISO, or other Governmental Body changes or eliminates the FCR, such that Flexible Capacity Attributes are no longer required for compliance or results in changes to how the Units are counted towards such requirements. To the extent any such changes occur during the Delivery Period, Seller may reduce the amount of Flexible RA Product provided to Buyer from the Unit on a pro rata basis based on the overall size (in MWs) of the Unit. The Parties acknowledge and agree that any such change to the Unit EFC shall not (i) entitle Buyer to a change in the Contract Price or a change in the amounts payable under Article 3, (ii) result in any change to the Contract Quantity, (iii) give either Party the right to terminate this Agreement, or (iv) allow for the severability of any provisions of this Confirmation pursuant to the Master Agreement.. If the Unit experiences such a reduction in 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) from Replacement Units,

provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.

- (c) Reductions in Unit EFC: If Product is both (i) Flexible RA Product specified under Section 3.2, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity of Product for any Showing Month may also be reduced if the Unit experiences a reduction in Unit EFC as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) Unit EFC was reduced since Confirmation Effective Date, divided by (c) Unit EFC as of the Confirmation Effective Date. If the Unit experiences such a reduction in Unit EFC, 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) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.
- (d) UCAP: If during the Delivery Period the CAISO or the CPUC either (i) replaces Unit NQC as the value utilized to measure the qualifying capacity of a Unit with a successor value such as unforced capacity (UCAP) or (ii) utilizes such successor value as a supplemental means of measuring the qualifying capacity of a Unit together with Unit NQC, then from and after such replacement, Seller will convey the equivalent amount of qualifying capacity of such Unit, to be determined by Seller, on a pro rata basis (i.e. following such replacement, Seller's delivery obligation will be obtained by calculating the product of (A) the Contract Quantity divided by the Unit NQC, multiplied by (B) the Unit's overall qualifying capacity (in MW) as measured by such new method of measuring a Unit's qualifying capacity).

4.5 Alternate Capacity and Replacement Units

- (a) 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, or Seller desires to provide the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Buyer, 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 of its intent (i) not to provide or (ii) to provide Alternative Capacity and identify Replacement Units meeting the above requirements no later than ten (10) Business Days before that Showing Month's applicable deadlines for Buyer's RAR Showings, LAR Showings, and/or FCR Showings. 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 that Showing Month.
- (b) With respect to a Contingent Firm RA Product, if Seller does not provide Alternate Capacity in an amount equal to the Contract Quantity for that Showing Month, then Buyer may, but shall not be required to, purchase replacement Product. Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if the failure to deliver the full Contract Quantity is due to Force Majeure, any Planned Outage or any reduction of the RA Capacity of any Unit (as provided in Section 4.4) and Seller notified Buyer, no later than ten (10) Business Days before that Showing Month's relevant deadlines for Buyer's RAR Showings, LAR Showings, and/or FCR

Showings, as applicable, of Seller's intent not to provide Alternate Capacity in an amount equal to the Contract Quantity of that Showing Month.

4.6 Delivery of Product

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

- (a) Seller shall, on a timely basis, submit, or cause the Unit's SC to submit, Supply Plans to identify 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.
- (b) Seller shall cause the Unit's Scheduling Coordinator to submit written notification to Buyer, no later than ten (10) Business Days before the applicable RAR Showings, LAR Showings and/or FCR Showings deadlines for each Showing Month, that Buyer will be credited with the Designated RA Capacity for such Showing Month in the Unit's Scheduling Coordinator Supply Plan so that the Designated RA Capacity credited equals the Designated RA Capacity for such Showing Month.

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 this 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 RAR Attributes, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller, provided, that, if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes (such capacity shall also include FCR Attributes if this is a Flexible Capacity Product) and no such RAR capacity is available, then Buyer may replace such portion of the Designated RA Capacity with other capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible Capacity Product) ("Replacement Capacity"). Such Replacement Capacity may be provided by CAISO to Buyer pursuant to the Tariff. Buyer may enter into purchase transactions with one or more parties to replace any portion of Designated RA Capacity not provided by Seller. 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 at the time set forth in Section 4.1 of the Master Agreement, the following damages in lieu of damages specified in Section 4.1 of the Master Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, plus (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a), and (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any future

amounts it may owe to Seller under this Confirmation pursuant to Article Six of the Master Agreement.

4.8 Indemnities for Failure to Deliver Contract Quantity

Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

- (a) Seller's failure to provide any portion of the Designated RA Capacity;
- (b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Section 4.6;
- (c) A Unit Scheduling Coordinator's failure to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder; or
- (d) A Unit Scheduling Coordinator's failure to submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

4.9 Monthly RA Capacity Payment

In accordance with the terms of Article Six of the Master Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit, in arrears after the applicable Showing Month. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places).

RA CAPACITY PRICE TABLE

Contract Year/Month	RA Capacity Price (\$/kW-month)
██████████	██████████

4.10 Allocation of Other Payments and Costs

Seller may retain any revenues it 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) capacity 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. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from Reliability Must Run Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (c) above). In accordance with Section 4.9 of this Confirmation and Article Six of the Master Agreement, all such revenues received by Seller, or a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Buyer does not receive, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues pursuant to Article Six of the Master Agreement against any future amounts it may owe to Seller under this Confirmation.

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 shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

6.
RESERVED

7.
OTHER BUYER AND SELLER COVENANTS

- 7.1.** 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 RAR, LAR and/or FCR, as applicable. Such commercially reasonable actions (neither Party shall be required to spend more than \$10,000 in total under the Agreement in support of such actions) shall include, without limitation:
- (a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering 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, the 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 RAR, LAR or FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "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 to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, CAISO, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR and FCR, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

7.2 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, CAISO, CPUC or other jurisdictional LRA, 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 such analogous capacity obligations in CAISO markets, other than pursuant to a Reliability Must Run 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 capacity obligations in any non-CAISO market;
- (d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;
- (e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;
- (f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity and, as applicable, RAR, LAR and/or FCR;
- (g) If Seller is the owner of any Unit, the respective cumulative sums 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;
- (h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's SC is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, and RAR, LAR and FCR;
- (i) Seller has notified the SC of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the Tariff;
- (j) Seller has notified the SC of each Unit that Seller is obligated to cause each Unit's SC to provide to the Buyer, at least five (5) Business Days before the relevant deadline for each RAR Showing, LAR Showing, and/or FCR Showing, as applicable, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

- (k) Seller has notified each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

**8.
CONFIDENTIALITY**

Notwithstanding Section 10.11 of the Master Agreement, the Parties agree that Buyer may disclose the Designated RA Capacity under this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA 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.

**9.
BUYER'S RE-SALE OF PRODUCT**

- (a) Buyer may re-sell all or a portion of the Product hereunder; provided, however, that (i) any Subsequent Buyer assumes all of Buyer's obligations and liabilities hereunder, and (ii) any such re-sale does not increase Seller's obligations or liabilities hereunder. Seller will, or will cause the Unit's SC, to follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Confirmation. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Buyer for the same amounts Seller would have owed Buyer under this Confirmation if Buyer had not resold the Product.
- (b) Buyer will notify Seller in writing of any resale of Product and the Subsequent Buyer no later than two (2) Business Days before the Notification Deadline for the Showing Month. Buyer will notify Seller of any subsequent changes or further resales no later than two (2) Business Days before the Notification Deadline for the Showing Month..

**10.
MARKET BASED RATE AUTHORITY**

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon request of Buyer, 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 also agrees that it will 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.

**11.
COLLATERAL REQUIREMENTS**

Notwithstanding anything herein or in the Master Agreement to the contrary, Performance Assurance shall not be required from either Party in connection with this Transaction.

**12.
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.

**13.
ENTIRE AGREEMENT; NO ORAL AGREEMENTS OR MODIFICATIONS**

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

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE

Calpine Energy Services, L.P.

Silicon Valley Clean Energy Authority



DocuSigned by:
Monica Padilla

By: _____

By: _____
573FC104110B4C0...

Name: William Stokes

Name: Monica Padilla

Title: Vice President

Title: CEO