

AMENDMENT 8 TO EXHIBIT A: Scope of Services

A.4 Task Order 4 – Operational Staff Services

SMUD and VCEA agree to the following services, terms, and conditions described in this Amendment 8 to Exhibit A, Task Order No. 4 (Amendment 8), the provisions of which are subject to the terms and conditions of the Master Professional Services Agreement (Agreement) between the Parties. If any specific provisions of this Amendment 8 conflict with any general provisions in the Agreement or Task Order 4, the provisions of this Amendment 8, shall take precedence. Capitalized terms used in this Amendment which are not defined in this Amendment will have the respective meanings ascribed to them in the Agreement or an Amendment thereof.

The Effective Date of this Amendment 8 is the date of last signature below.

The Parties hereto mutually agree to the following changes to Task Order No. 4:

A. Amend Section 4.1, Term of Task Order 4. Sub-section 4.1.1, Dedicated Operational Staff, Title and Paragraph 1, are deleted and replaced with the following:

"4.1.1, Dedicated Operational Staff and Power Director

Notwithstanding Section 4.1, Term of Task Order 4, SMUD will assign dedicated operational staff as described in Section 1.1 of this Task Order 4 for Finance and Operations and Customer Care and Communications to be available onsite at VCEA offices. SMUD will also provide the services of the Power Director as described in Amendment 5 to Exhibit A. SMUD will provide the dedicated operational staff and the Power Director through June 30, 2020. The Parties may mutually agree to extend or modify any portion of the operational staff services or the Power Director as provided in Section 4.2.1 of Task Order No. 4."

B. Amend Section 4.2, Term and Termination. Sub-section 4.2.1, Term and Termination, Paragraph 1 is deleted and replaced with the following:

"In the event that VCEA chooses to terminate the use of one or more of the dedicated operational staff as described in Section 1.1, or the Power Director as described in Amendment 5 to Exhibit A, prior to the end of the term in Section Error! Reference source not found. , VCEA will provide SMUD with no less than thirty (30) days advance notice in writing and will pay SMUD for the monthly prorated fees attributable to the terminated dedicated operational staff or Power Director incurred to the date of termination. Such fees shall be due and payable thirty (30) calendar days after the date of invoice by SMUD to VCEA. Any employee badges, keys, and other hardware and/or equipment provided to SMUD staff by VCEA, will be returned to VCEA within fifteen (15) days of Termination."

C. Amend Section 5, Compensation for Services. Sub-section 5.1 Dedicated Operational Staff is revised to update the pricing as follows:

"Dedicated operational staff will be provided at the following fixed annual fee, to be billed monthly, in arrears, to VCEA. The Fixed Fee below is effective beginning July 1, 2019, and will remain effective until otherwise mutually agreed in writing by the Parties.

Dedicated Operational Staff	Fixed Fee
Finance and Internal Operations	\$255,000
Marketing & Customer Care	\$255,000

SIGNATURES

The Parties have executed this Amendment 8, and it is effective as of the date of last signature below.

Valley Clean Energy Alliance

By: _____

Name: _____

Title: _____

Date: _____

Approved as
to Form: _____

Sacramento Municipal Utility District

By: _____

Name: _____

Title: _____

Date: _____

Approved as
to Form: _____