

A.2 Task Order 2 – Data Management and Customer Call Center Services

SMUD and VCEA agree to the following services, terms and conditions described in this Task Order. This Task Order 2 is for Data Management and Customer Call Center Services (“Task Order 2”), the provisions of which are subject to the terms and conditions of the Agreement between the Parties. If any provisions of this Task Order 2 conflict with any provisions in the Agreement, the provisions of this Task Order 2 shall take precedence.

The Effective Date of this Task Order 2 is the date of last signature below.

1. SCOPE OF WORK

SMUD will provide Data Management and Call Center Services to VCEA for Phase I: Program Development and Launch and Phase II: Program Operations. As outlined in detail below, the following services will be delivered to VCEA. Additional or continued Data Management and Call Center Services can be provided at any time during the Term of the Agreement through a mutually agreed upon Task Order or Task Order Amendment, subject to Section 6 below.

1.1. Electronic Data Exchange Services

- 1.1.1. Coordinate with PG&E to initiate VCEA’s Community Choice Aggregation Program (“Program”) within PG&E’s territory including meetings and calls as needed to ensure timely set up, data transfer, and billing services.
- 1.1.2. Establish electronic interfaces and communication protocols with PG&E to exchange full set of EDI files (including 810, 814, 820, 867, and 997) and interval and load data files (Items 16 and 17). Unless otherwise determined, data from PG&E will be received by SMUD which will process and apply VCEA rates and then generate EDI transaction files to be sent back to PG&E for billing and enrollment services.
- 1.1.3. Process CCEsRs from/to PG&E which specify the changes to a customer’s choice of service for customer enrollment, or customer initiated returns to bundled utility service (814 Electronic Data Interchange Files). Changes will be reflected in the CRM.
- 1.1.4. Obtain customer usage data from PG&E’s Enterprise Secure File Transfer server to timely bill each customer according to PG&E requirements (867 Electronic Data Interchange Files). SMUD will work with PG&E to establish protocols required to transfer said customer usage data.
- 1.1.5. Maintain and communicate the amount to be billed by PG&E for services provided by VCEA (810 Electronic Data Interchange Files). SMUD will maintain a rate table of VCEA rates and apply applicable rate tariffs to calculate the amount to be billed by PG&E for services provided by VCEA. SMUD will work with PG&E

to establish the transactions required to transfer the billing amounts to PG&E via the 820 EDI files and requirements specified by PG&E.

- 1.1.6. Receive and maintain data related to payment transactions toward Program charges from PG&E after payment is received by PG&E from VCEA customers (820 Electronic Data Interchange Files). SMUD will work with PG&E to establish the transactions required to transfer the payment transactions toward CCE charges from PG&E after payment is received from customers via the 820 EDI files. SMUD will store this payment data as required by VCEA.
- 1.1.7. Conduct integration testing and data validation with PG & E

Deliverable(s): PG&E customer billing, and usage data successfully received from/delivered to PG&E following PG&E transaction requirements to establish an effective and timely system of electronic data transfer.

Timing: First Quarter 2018

1.2. Customer Information System

- 1.2.1. SMUD will provide and operate scalable and robust software systems to manage customer data via Customer Relationship Management (CRM) software, that will enable VCEA and its customers to manage program enrollment options online through the Interactive Voice Response (IVR). SMUD will also ensure that the CRM is compatible with the billing engine and data repository for customers' electric usage data. Configure and maintain a cloud-based Customer Relationship Management (CRM) solution that will store accurate information on all eligible accounts located in the Program service area. This data is to include each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history related to billed amount, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer Program services as mutually agreed to by the Parties from time to time. The software solution and system integration services will be provided by subcontractors to this Agreement.
- 1.2.2. Design VCEA's on-line database so that in addition to the service provider, VCEA has functional access to the online customer database. Implement role-based access to allow VCEA, SMUD Call Center Representatives, and SMUD's Community Choice Energy team to view customer interactions, edit account notes and view other information fields as necessary.
- 1.2.3. Store customer email and (scanned) written letter correspondence to allow easy access and visibility through the CRM user interface.
- 1.2.4. Obtain from PG&E and store historical usage data for all customers from the start of VCEA's Program for a period of no less than five years. SMUD will store the

historical usage data in a cloud-based database. Data stored will be in line with the data provided by PG&E via EDI standards.

- 1.2.5. Obtain from PG&E and store historical PG&E bills for all customers from the start of VCEA's Program for a period of no less than five years. Viewing access will be available to appropriate VCEA staff and an archive of billing records shall be maintained to support intuitive parsing and labeling as may be needed.
- 1.2.6. Maintain a record of customers' enrollments status. This includes customers who have been offered Program service but have elected to opt out, either before or after starting service. SMUD will provide status reports to VCEA staff on a weekly basis or other frequency as may be requested by VCEA. Call center representatives will have access to this information as needed to support customer service calls.
- 1.2.7. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled annually.
- 1.2.8. When requested by VCEA, perform quarterly program reviews to assess appropriate customer charge level, as identified by Service Agreement ID (SAID). SMUD will ensure that program charges can be applied to the relevant customer account based on SAID.
- 1.2.9. Maintain all customer data according to VCEA's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process. SMUD will collect only the minimum Confidential Information(CI that is directly relevant and necessary to accomplish specific authorized purpose(s). and will retain CI for only as long as is necessary to fulfill the authorized purpose(s). CI that is no longer needed will be destroyed in accordance with the terms of the Agreement.
- 1.2.10. Develop, implement, maintain and adhere to a Data Management Security Breach Policy for VCEA that is based on SMUD's existing policy and procedures related to data breaches.

Deliverable(s): CRM configured to VCEA's requirements, Security Breach Policy

Timing: Available April 2018 – Program Operations

1.3. Customer Call Center

SMUD will provide professional and dedicated staffing for a VCEA customer call center at the Silver Service level, including the option for customers to access self-service through an interactive voice response system. The call center will provide services in both English and Spanish, and regular metrics will be provided to VCEA in order to maintain and track high levels of customer service.

- 1.3.1. Configure a professional Interactive Voice Response (IVR) tool for the Program customer call center based on best IVR practices from other CCE programs and from

SMUD. The software solution and system integration services will be provided by subcontractors to this Agreement. Create and maintain professional IVR recordings (based on scripts received from VCEA) for the Program customer call center; VCEA may update recordings as business needs dictate. The IVR tool will include custom prompts and recordings to align with the VCEA customer base and needs.

- 1.3.2. Track how many customers start and complete IVR self-service options without live-agent assistance and provide regular reports to show the success rate of completed transactions through the IVR platform, as well as other reports related to customer usage of the IVR platform.
- 1.3.3. Provide sufficient Customer Call Center staff during the Program Statutory Enrollment Period to process Program service enrollment and answer questions related to Program services, generation-related billing and other Program-related inquiries via phone or email.
 - 1.3.3.1. Call Center staff will be available between the hours of 7:00AM to 7:00PM Pacific Standard Time, Monday through Friday, excluding VCEA and PG&E holidays.
 - 1.3.3.2. SMUD will provide staff, and a third-party contractor (a subcontractor to this Agreement), to support translation services on an as-needed basis. The translation services will include Spanish, as well as many other different languages, and will be available during SMUD business hours of 7:00 A.M to 7:00 P.M., Monday through Friday (excluding holidays).
 - 1.3.3.3. 100% of voicemail messages answered within one (1) business day.
 - 1.3.3.4. 100% of emails receive an immediate automated acknowledgement. 95% of emails receive a customized response within one (1) business day. 100% of emails receive a customized response within three (3) business days.
- 1.3.4. Provide sufficient Customer Call Center staff during the non-enrollment period to process Program service enrollment and answer questions related to Program services, generation-related billing and other Program-related inquiries via phone or email. SMUD will provide “Silver” service level as defined below.
 - 1.3.4.1. Call Center Staff will be available between the hours of 7:00AM to 7:00PM Pacific Standard Time, Monday through Friday, excluding VCEA and PG&E holidays. Six months following the Launch Date, the Parties may mutually agree to modify call center staffing hours based on an assessment of hourly call volumes.
 - 1.3.4.2. During non-enrollment periods, VCEA has selected the “Silver” level of service, which includes 60 second average speed of answer with an abandon rate of 3%.

- 1.3.4.3. Data manager experts will be available to manage escalated calls between the hours of 7:00AM to 7:00PM Pacific Standard Time, Monday through Friday, excluding VCEA and PG&E holidays.
- 1.3.4.4. Bi-lingual staff will be available to help Spanish-speaking customers. SMUD will provide staff, and a third-party contractor (a subcontractor to this Agreement), to support translation services on an as-needed basis. The translation services will include Spanish, as well as many other different languages, and will be available during SMUD business hours of 7:00 A.M to 7:00 P.M., Monday through Friday (excluding holidays).100% of voicemail messages answered within one (1) business day.
- 1.3.4.5. 100% of emails receive an immediate automated acknowledgement. 95% of emails receive a customized response within one (1) business day. 100% of emails receive a customized response within three (3) business days.
- 1.3.5. Provide callers with the estimated hold time, if applicable.
 - 1.3.5.1. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer (although this is not anticipated to be used very often).
- 1.3.6. Record all inbound calls and make recordings available to VCEA staff upon request. Maintain an archive of such recorded calls on a WFO Platform provided by SMUD for a minimum period of 24 months. The software solution and any system integration services required will be provided by subcontractors to this Agreement. Track Call Center contact quality with criteria including:
 - 1.3.6.1. Use of appropriate greetings and other call center scripts
 - 1.3.6.2. Courtesy and professionalism
 - 1.3.6.3. Capturing key customer data
 - 1.3.6.4. Providing customers with correct and relevant information
 - 1.3.6.5. First-contact resolution
 - 1.3.6.6. Accuracy in data entry and call coding
 - 1.3.6.7. Grammar and spelling in email communications
- 1.3.7. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received. These surveys will be tailored to VCEA's needs and reports will be made available to VCEA staff and leadership.
- 1.3.8. SMUD will have dedicated CSR's who will response to 100% of VCEA customer inquiries. SMUD will forward to VCEA staff as may be required to serve customer needs. Receive calls from Program customers referred to VCEA by PG&E and receive calls from Program customers choosing to contact VCEA directly without referral from

PG&E. SMUD will “warm transfer” the customer to PG&E or VCEA as needed to serve the customer’s needs.

- 1.3.9. Provide a toll-free number that will be placed on VCEA’s website and PG&E invoices allowing VCEA customers to contact the call center.
- 1.3.10. Request and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound calls.
- 1.3.11. Request permission (via live calls, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
- 1.3.12. Respond to phone inquiries from Program customers using a script developed and updated as often as quarterly by VCEA. For questions not addressed within the script, refer inquiries back to PG&E or VCEA.
- 1.3.13. Offer bi-annual cross training to PG&E call center representatives in coordination with VCEA in order to accurately reflect VCEA information.
- 1.3.14. Unless otherwise specified by VCEA, SMUD will provide call center status reports during the first week of each month; weekly during the customer enrollment periods.
- 1.3.15. As requested by VCEA, host quarterly meetings with call center management and representatives to review call center metrics, deal with recurring customer concerns, and address any other issues that may arise.

Deliverable(s): Call Center available to receive phone, IVR, and email messages from VCEA customers

Timing: Available April 2018 – Program Operations

1.4. Customer Enrollment Forms

- 1.4.1. Create and maintain user-friendly forms for the VCEA Program website so that customers may change Program account status (opt-out or opt-in) or participate in available renewable energy product options.
- 1.4.2. Collaborate with VCEA’s website provider to integrate customer enrollment forms to provide an easy and intuitive experience for customers.

Deliverable(s): iFrame forms provided to Circlepoint for integration into VCEA website

Timing: TBD

1.5. Billing Administration – PG&E “Bill-Ready Option”

SMUD will deliver billing services to VCEA by building efficient and automated processes that focus on data validation accuracy with quality assurance measures. However, the billing

services are dependent on the accuracy of PG&E's data, and therefore, SMUD's quality assurance and data accuracy are subject to PG&E's data accuracy.

- 1.5.1. Maintain a table of Program rate schedules provided by VCEA to ensure that all data are accurate and consistent in all VCEA systems provided by SMUD.
- 1.5.2. Send Program service charges as a separate line item to PG&E for placement on monthly bill. This could include but is not limited to: non-electrical charges, special programs, collective billing, energy assistance programs, and net energy metering. I
- 1.5.3. Apply PG&E account usage for each VCEA customer against applicable rates to allow for customer billing. This includes but is not limited to line item charges ranging from non-electric charges, special programs and contracts, collective billing, energy assistance programs and net energy metering.
- 1.5.4. Review application of Program service rates to PG&E accounts to ensure that the proper rates are applied to the accounts. This includes use of SMUD's quality assurance process and audits to ensure accuracy of data and rates.
- 1.5.5. Timely submit billing information for each customer to PG&E to meet PG&E's standard billing window
- 1.5.6. Use commercially reasonable efforts along with SMUD's billing quality assurance measures to remedy billing errors for any customer(s) in a timely manner (no more than two billing cycles).
- 1.5.7. Assist with annual settlement processes for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing a corresponding mailing list to VCEA's designated printer. SMUD will work with VCEA to provide a monthly settlement option, if VCEA so chooses for an additional fee to be mutually agreed.
- 1.5.8. Provide customer mailing list to VCEA's designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- 1.5.9. Send a VCEA-provided letter to customers with delinquent accounts stating that failure to pay will result in customer being returned to PG&E. If no payment is received from the customer after a certain amount of time, SMUD will issue a CCESR to return customer to PG&E. VCEA shall identify the length of delinquency that triggers such notice, as well as the time period allowed to bring the account current.

Deliverable(s): Billing Engine configured to VCEA's requirements

Timing: TBD

1.6. Settlement Quality Meter Data (SQMD) Services

- 1.6.1. SMUD will obtain VCEA load data from PG&E and ensure it complies with CAISO requirements for SQMD. SMUD will forward VCEA load SQMD to the CAISO at the required frequency for load settlement purposes.

Deliverable(s): SQMD data provided to CAISO

Timing: Provided at required frequency during Program Operations

1.7. Reporting

SMUD shall assist VCEA as needed in compiling various customer sales and usage statistics that may be necessary to facilitate VCEA's completion of requisite external reporting activities.

Such statistics will likely include annual retail sales for VCEA customers, including year-end customer counts and retail electricity sales for each retail service option offered by VCEA.

- 1.7.1. Subject to change by mutual agreement of the Parties, SMUD will provide the following reports to VCEA via the listed frequency and delivery method.

Report	Frequency	Delivery Method
AR Aging	Weekly, Monthly	SFTP
Call Center Statistics	Weekly, Monthly	Email
Payment Receipts	Weekly, Monthly	SFTP
Invoice Summary Reports Includes: Days to invoice	Weekly, Monthly, and mid-month	SFTP
Monthly Transaction Summary Includes: Opt-up, Opt- down, Opt-in and Opt-out	Monthly	Email
Program Opt Up with Address	Weekly, Monthly	SFTP
Opt Out with Rate Class	Weekly, Monthly	SFTP
Utility User Tax (UUT) where applicable	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP

Unbilled Usage	Monthly	SFTP
Retroactive returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

1.7.2. Ensure monthly status reports are provided during the first week of each month

1.7.3. Ensure weekly status reports are provided during all enrollment periods.

Deliverable(s): Reports will be provided to VCEA as defined in the table above.

Timing: Provided at stated frequency during Program Operations, Monthly Status Reports, Weekly Status Reports during Statutory Enrollment Periods.

2. APPROVAL PROCESS / ACCEPTANCE

Both Parties agree to perform tasks, reviews, and approvals in a timely manner in order to maintain agreed upon timelines as set forth in the Deliverables Schedule (“Appendix A”) to this Task Order 2. SMUD will provide deliverables to VCEA’s Interim General Manager for review by VCEA. Deliverables that require VCEA Board review and approval will be identified and sufficient time will be allocated in the project schedule.

3. TERM AND TERMINATION

3.1. Term of Task Order 2

Task Order 2 is effective on the Effective Date of this Task Order and shall remain in effect for a period of five (5) years from the Launch Date.

The commencement of services hereunder is subject to two phases:

- Phase I: Program Development and Launch will commence on the Effective Date of the Agreement and will generally be completed by 60 days after the Launch Date.

- Phase II: Program Operations will commence on Launch Date of June 1, 2018, or a date mutually agreed to by the Parties. SMUD will provide all services on a time schedule as necessary to meet the Launch Date.

The expiration of this Task Order 2 shall not affect the term of the Agreement.

3.2. Termination

This Task Order 2 may be terminated pursuant to Section 4 (“Term and Termination”) of the Agreement. In the event that VCEA chooses to terminate this Task Order 2 prior to the end of the five (5) year term, VCEA will pay SMUD a Termination Fee equal to fifty percent (50%) of the fee for services for the remaining portion of the five (5) year term, based on the SMUD rates then in effect as of the termination effective date. Such Termination Fee shall be due and payable thirty (30) calendar days after the date of invoice by SMUD to VCEA.

3.3. Transition

VCEA retains sole ownership of account, communication notes and letters, usage and billing information for customers of the Program. In the event of termination of the Agreement or this Task Order 2, subject to the terms of the Agreement, SMUD shall provide to VCEA all such information and data requested by VCEA as reasonably agreed to by the Parties at a transition fee not to exceed \$200,000. SMUD will send requested data to VCEA within 30 days after the Termination Date. SMUD will work with VCEA to coordinate transfer to VCEA, or a VCEA contractor, the designated Call Center phone number. SMUD will coordinate with VCEA or VCEA contractor on how to seamlessly transition customers to web forms provided by another vendor. All other services will terminate upon the Termination Date.

If VCEA chooses to terminate Data Management and Call Center Services prior to year five (5), SMUD will be required to implement a separate method for retrieving Settlement Quality Meter Data (SQMD) from PG&E to be provided to CAISO under Task Order 3: Wholesale and Energy Services (which may not be terminated prior to year five (5)). This transition would include a fee not to exceed fifty-thousand dollars (\$50,000). This not to exceed amount is the estimate of costs required to adjust existing infrastructure to continue to support Wholesale Energy Services independent of the Services in this Task Order 2.

4. COMPENSATION FOR SERVICES

4.1. Data Management and Call Center Services

Data Management and Call Center Services at the selected “Silver” service level will be charged a fixed monthly fee per customer meter enrolled in Program service of \$1.00. The first invoice will be for services starting the month of the Launch Date on June 1, 2018, or as otherwise

agreed to by the Parties, and continue through Phase III: Customer Operations. Monthly service fees are fixed through June 30, 2019 and are thereafter annually subject to escalation at U.S. Department of Commerce, Bureau of Labor Statistics, “Consumer Price Index-All Urban Consumers less food and energy” Series ID: CUUR0000SA0LIE for the immediately prior 12-month period.

4.2. Hourly Rates

This Task Order 2 can be amended to include additional deliverables at the SMUD hourly billing rates in the schedule below. Hourly billing rates are fixed through June 30, 2019 and are thereafter annually subject to escalation at U.S. Department of Commerce, Bureau of Labor Statistics, “Consumer Price Index-All Urban Consumers less food and energy” Series ID: CUUR0000SA0LIE for the immediately prior 12-month period.

Resources	Hourly Rate
SMUD CEO/VP	\$250.00
Principal	\$190.00
Senior Analyst/Specialist	\$150.00
Analyst/Specialist	\$100.00
Administrative	\$80.00

5. PAYMENT TERMS

Fees incurred under this Task Order 2 will be invoiced monthly. Payment for these fees will be deferred until October 1, 2018, subject to Section 8.8 of the Agreement. For services under this Task Order 2, VCEA shall pay all undisputed invoices within thirty (30) calendar days of date of the invoice.

6. TASK AMENDMENT

This Task Order 2 may only be amended or otherwise modified with the written agreement of the Parties, and approved by each Party’s governing body where required by law or policy.

It is mutually understood that business requirements, resources, and dates may change subject to the applicable terms of Task Order 2. Any changes to the scope defined in Task Order 2 will be addressed through a task amendment process. Material changes that require a formal task amendment, are those which will specifically impact defined scope, schedule, budget, or resources.

7. SIGNATURES

The Parties have executed this Task Order 2 and it is effective as of the date of last signature below.

Valley Clean Energy Alliance
By: Don Saylor
Name: Don Saylor
Title: Board Chair
Date: 10/25/17
Approved as to Form: E. May

Sacramento Municipal Utility District
By: Arlen Orchard
Name: Arlen Orchard
Title: Chief Executive Officer & General Manager
Date: 10/20/17
Approved as to Form: Andre Metaj

APPENDIX A: DELIVERABLES SCHEDULE

#	Deliverable	Timing
1	PG&E customer, billing, and usage data successfully received from PG&E	First Quarter 2018
2	CRM configured to VCEA's requirements	Available April 2018 – Program Operations
3	Call Center available to receive phone, IVR, and email messages from VCEA customers	Available April 2018 – Program Operations
4	iFrame forms provided to Circlepoint for integration into VCEA website	TBD
5	Billing Engine configured to VCEA's requirements	TBD
6	SQMD data provided to CAISO	Provided at required frequency during Program Operations
7	Reports will be provided to VCEA as defined in the table above.	Provided at stated frequency during Program Operations

A.3 Task Order 3 – Wholesale Energy Services (to be added at a future date before Launch Date)

A.4 Task Order 4 – Technical Energy Services (to be added at a future date before Launch Date)

A.5 Placeholder for Additional Task Order(s)

EXHIBIT B: VCEA Enterprise Risk Policy

To be developed after Agreement execution.

Amendments

This Exhibit B may be amended by mutual agreement of the Parties. Any amendment to this Exhibit B shall be reflected in the version history below.

Version History

VERSION	CHANGE	DATE
1.0	Post-Execution Version	XXXXX

EXHIBIT C: Budget

The budget shown in Table 1 below provides the SMUD fees and costs associated with delivery of the scope of services outlined in this Agreement and detailed in the accompanying Task Orders in Exhibit A. Based on its August 2017 Comparative Analysis of the SMUD services proposal and budget, VCEA staff finds that SMUD’s fees and costs in each service area are below or commensurate with current fees paid by operational CCAs for similar services.

In addition, as outlined in Section 8.8 of this Agreement, SMUD has established a deferred payment period (Deferment Period). This Deferment Period replaces pre-launch start-up seed capital that would otherwise be required by VCEA and includes an interest rate commensurate with the interest rates of start-up seed capital lines of credit offered by banking service providers that responded to the 2017 VCEA Banking Services RFP.

Table 1 summarizes the fees and costs by Task Order. This Exhibit will be revised to add budget and scope information when new Task Orders are approved or existing Task Order are updated.

Table 1 - Budget

Task Order	Scope	Cost/Year	Terms/Notes
TO-1 Technical and Analytical Services	1.1 Implementation Plan 1.2 ProForma Financial Model 1.3 Operating Budget 1.4 Financing/Accounting Support 1.5 Rate analysis, Design, Rate Setting 1.6 Regulatory Filings 1.7 Initial Integrated Resource Plan	Not to exceed \$92,000 for term of TO, plus travel and expenses (phase 1)	TO-1 will complete 3 months after Launch Date. Additional services can be provided on hourly basis
TO – 2 Data Management/ Customer Call Center Services	1.1 Electronic Data Exchange Svcs 1.2 Customer Information System 1.3 Customer Call Center 1.4 Customer Enrollment Forms 1.5 Billing Administration 1.6 Settlement Quality Meter Data 1.7 Reporting	2018 - \$451,647 (approx. 7 mo of service) 2019 - \$782,964 2020 - \$791,796 2021 - \$800,736 2022 - \$809,784 TOTAL ===== \$3,636,927	Fees for this TO are charged monthly @ rate of \$1.00/account 64,521 – 67,482 accounts estimated over term of 5 years
TO – 3 Wholesale Energy Svcs	Pending	Pending	

TO – 4 Administrative/Staffing	Pending	Pending	
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Table 1 notes:

1. Fees and costs do not include travel, out of pocket expenses or additional tasks beyond the scope indicated in each Task Order.

Hourly rates for SMUD personnel are included in Table 2 below to cover any additional deliverables or work not otherwise contemplated in the current Task Orders. These fees and associated CPI increases after June 2019 are also commensurate with existing CCA consultant fees and practices.

Table 2 – SMUD Staffing Rates

Resource	Hourly Rate (through June 30, 2019)
SMUD CEO/VP	\$250.00
Principal	\$190.00
Senior Analyst/Specialist	\$150.00
Analyst/Specialist	\$100.00
Administrative	\$80.00

Table 2 notes:

1. Hourly billing rates are fixed through June 30, 2019 and are thereafter annually (beginning July 1, 2019) subject to escalation at U.S. Department of Commerce, Bureau of Labor Statistics, “Consumer Price Index-All Urban Consumers less food and energy” Series ID: CUUR0000SA0LIE for the immediately prior 12-month period.

Amendments

This Exhibit C may be amended by mutual agreement of the Parties. Any amendment to this Exhibit C shall be reflected in the version history below.

Version History

VERSION	CHANGE	DATE
1.0	Execution Version	Effective Date of Agreement