

AMENDMENT 32 TO EXHIBIT A: SCOPE OF SERVICES Task Order 3 – Wholesale Energy Services

Wholesale Energy Services Extension

The Sacramento Municipal Utility District (SMUD) and Valley Clean Energy (VCE) agree to the following services, terms, and conditions described in this Amendment 32 to Task Order 3 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 32 to Task Order 3 conflict with any general provisions in the Agreement, Task Order 3, or any preceding Amendments to Task Order 3, the provisions of this Amendment 32 to Task Order 3 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 previous Amendment thereof.

The Effective Date of this Amendment 32 is June 1, 2023.

Section 1, SCOPE OF WORK,

VCE has hired a new Wholesale Energy Services vendor and SMUD will work to transition services to the new vendor. SMUD will continue to perform limited services from June 1, 2023 until December 31, 2023.

Subsections 1.1. Load Forecast Models Development, 1.2. Wholesale Power Procurement and Risk Policy and Reporting, 1.3. Resource Portfolio Modeling and Power Supply Budget, 1.4. Resource-Related Launch Filings/Registration/Agreements, 1.5. Scheduling Coordinator Services, 1.6. Load and Resource Portfolio Operation Service, 1.7. Wholesale Load and Resource Settlements and Verification, 1.8. Power Portfolio Purchase Service, 1.9. Market Risk Instruments Management, 1.10. Update Portfolio Model and Report Power Supply Risk Metrics, 1.11. CAISO Market Monitoring, 1.12. Resource Portfolio Compliance Reporting and 1.14. Enterprise Risk Management Program Support are replaced in their entirety with the following:

1.1. Wholesale Load and Resource Settlement Verification

SMUD will perform all wholesale settlement activities for VCE's Resource Adequacy (RA) contracts in SMUD's name. SMUD will dispute materially inaccurate settlements and work directly with the counterparty as necessary to resolve any invoice related discrepancy. Term energy hedge contracts, day-ahead contracts, PPAs, load, or other products are not included.

1.2. Power Portfolio Purchase Services

SMUD shall provide power portfolio purchase services to and on behalf of VCE, limited to RA transactions. Many of the transactions will be executed using existing "enabling" agreements that SMUD has with other parties trading energy in the western United

States.

- 1.2.1. SMUD will use its status and credit as an active market participant in western energy markets and the CAISO managed market, to execute specific transactions for the VCE power portfolio in SMUD's name. It is likely that transactions using SMUD's name may yield more and lower cost power proposals from suppliers than if the transactions are directly in VCE's name, because of SMUD's established history and credit position with western energy market trading partners. However, SMUD makes no warranty or guarantee that it will enter into lower cost transactions.
- 1.2.2. VCE will have full transparency and approval authority over, in accordance with the Policy, procurement efforts including the counterparties from whom SMUD receives bids on behalf of VCE and the ultimate prices paid by SMUD for the various components of VCE's power supply.
- 1.2.3. SMUD will coordinate with its counterparties to determine the units that should be shown in VCE's monthly RA showings for these contracts. The unit information will be provided to VCE's Scheduling Coordinator who will submit VCE's comprehensive showing. SMUD will expect VCE's Scheduling Coordinator to provide verification of proper showing to SMUD.

Add the following to section 1.13.3 Reserve Account:

1.13.3.4 SMUD will release \$875,000 per month from the reserve account on September 20, October 20, and November 20, 2023, or when payment is received for the prior month. VCE will be able to withdraw \$875,000 per month on September 20, October 20, and November 20, 2023, or when payment is received for the prior month. SMUD will release the remaining account balance and VCE will be able to withdraw the remaining account balance on December 20, 2023. VCE will be able to close the reserve account on December 20, 2023

SMUD will support all compliance activities and regulatory filings performed by VCE's vendor that cover time periods where SMUD made the power purchases.

Section 3, TERM AND TERMINATION, is replaced in its entirety with the following:

3.1. Term of Task Order 3

Task Order 3 is effective on the Effective Date of this Amendment 32 and shall remain in effect until December 31st, 2023.

Section 4, COMPENSATION FOR SERVICES, 4.1. Wholesale Energy Services is replaced in its entirety with the following:


4.1. Services provided under 1.1. Wholesale Load and Resource Settlement Verification and 1.2. Power Portfolio Purchase Services will be billed at SMUD's Hourly Rates described in Section 4.3.

[Signature Page follows]

SIGNATURES


The Parties have executed this Amendment 32 to Task Order 3 on the dates indicated below.

Valley Clean Energy

By: 

Name: Mitch Sears
Title: Executive Officer
Date: April 13, 2023
Approved as
to Form: N/A

Sacramento Municipal Utility District

By: 

Name: Brandy Bolden
Title: Chief Customer Officer
Date: 4/25/23
Approved as
to Form: Andrew Meditz