

## **Task Order 8 - Consulting Services**

SMUD and VCE agree to the following services, terms and conditions described in this Task Order. This Task Order 8 is for Consulting Services ("Task Order 8"), the provisions of which are subject to the terms and conditions of the Agreement between the Parties. If any provisions of this Task Order 8 conflict with any provisions in the Agreement, the provisions of this Task Order 8 shall take precedence.

The Effective Date of this Task Order 8 is June 1, 2023. Upon the Effective Date, this Task Order 8 replaces Task Order 4 in its entirety, and Task Order 4 is eliminated.

### **1. SCOPE OF WORK**

SMUD will provide professional consulting services as required by VCE during the term of this Task Order 8.

### **2. APPROVAL PROCESS ACCEPTANCE**

Both Parties agree to perform tasks, reviews, and approvals in a timely manner.

### **3. TERM AND TERMINATION**

#### **3.1. Term of Task Order 8**

Task Order 8 is effective on the Effective Date of this Task Order and shall remain in effect until December 31, 2028.

#### **3.2. Termination**

This Task Order 8 may be terminated pursuant to Section 4 ("Term and Termination") of the Agreement. In the event that VCE chooses to terminate this Task Order 8 prior to December 31, 2028, VCE will pay SMUD for fees incurred to date. Such fees shall be due and payable (30) calendar days after the date of the invoice by SMUD to VCE.

### **4. COMPENSATION FOR SERVICES**

#### **4.1. Hourly Rates**

Services performed under this Task Order 8 are based on a "time and material" compensation structure. SMUD shall receive compensation at Hourly Rate. Hourly Rates are fixed through December 31, 2023 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: CUUROOOOSAOLIE for the immediately prior 12-month period.

Resource	Hourly Rate
SMUD CXO	\$350.00
Director	\$190.00
Manager/Analyst	\$170.00
Administration	\$150.00

**5. PAYMENT TERMS**

Fees incurred under this Task Order 8 will be invoiced monthly. For services under this Task Order 8, VCE shall pay all undisputed invoices within thirty (30) calendar days of date of the invoice.

**6. TASK AMENDMENT**

This Task Order 8 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. Any changes to the scope defined in Task Order 8 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.

**SIGNATURES**

The Parties have executed this Task Order 8 on the dates indicated below.

**Valley Clean Energy**

**By:**

  
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**Name:**

**Mitch Sears**  
\_\_\_\_\_

**Title:**

**Executive Officer**  
\_\_\_\_\_

**Date:**

**May 3, 2023**  
\_\_\_\_\_

**Approved as  
to Form:**

**N/A**  
\_\_\_\_\_

**Sacramento Municipal Utility District**

**By:**

  
\_\_\_\_\_

**Name:**

**Brandy Bolden**  
\_\_\_\_\_

**Title:**

**Chief Customer Officer**  
\_\_\_\_\_

**Date:**

**May 15, 2023**  
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**Approved as  
to Form:**

*Andrew Meditz*  
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