AMENDMENT 11 TO EXHIBIT A: Scope of Services

A.4 Task Order 2 – Data Management and Customer Call Center Services

SMUD and VCEA agree to the following services, terms, and conditions described in this Amendment 11 to Exhibit A, Task Order No. 2 (Amendment 11), 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 11 conflict with any general provisions in the Agreement or Task Order 2, the provisions of this Amendment 11, 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 a previous Amendment thereof.

The Effective Date of this Amendment 11 is the date of last signature below.

1. **Section 1, SCOPE OF WORK, is amended to include Sections 1.9 below:**

" 1.9 ANNUAL DIVIDEND PROGRAM IMPLEMENTATION

SMUD will implement a technology solution to support VCE’s dividend policy.

1.9.1 If a dividend is earned, a bill credit will be applied annually on the October bill for residential customers and applied in two payments of 50% each on the October and April bills for non-residential customers.

1.9.2 The bill line item will state “Your VCE dividend is $#.##”.

1.9.3 The dividend value will be provided by VCE to SMUD as percentage multiplier to apply to payments received during VCE’s fiscal year, defined as July 1 through June 30, regardless of the associated bill periods. VCE will provide the dividend percentage no later than September 20. The bill credit amounts will be calculated and staged in the billing system for application to the appropriate bills:
   - 100% in October for residential customers
   - 50% in October and 50% in April for non-residential customers.

1.9.4 Credits are only applied for DA_XREFS that are still active as of defined dividend month(s).

Customers who move out or opt out prior to the dividend months will not receive that portion of their dividend payment.

1.9.5 The dividend floor will be configurable but set by default to $0.00. If VCE chooses to set a floor greater than $0.00, the floor value must be provided to SMUD no later than September 20. There will be no negative dividend for NEM customers.

1.9.6 The dividend amount will only be applied to the dividend payment month bills. A running balance will not be maintained for application to future bills if the dividend amount exceeds the bill amount.

1.9.7 Dividends will show in accounting reports when applied to the bill (when usage data is received from PG&E), not when they are staged in the billing system. Therefore, dividend amounts that are calculated but never applied, due to a move out or opt out, will not show on accounting reports.

1.9.8 Customers with no payment remitted to VCE will receive no dividend.

1.9.9 NEM customers receive no special treatment. Customers with an annual net payment
remitted to VCE will receive a dividend. Customers with no payment remitted will not receive a dividend. Their benefit will be from the retail and wholesale $0.01 adders.

**Deliverables and Due Dates**

The schedule for the implementation of the Annual Dividend Program is estimated to be twelve (12) months, and includes the following milestones and due dates:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development complete</td>
<td>SMUD</td>
<td>June 12, 2020</td>
</tr>
<tr>
<td>User testing complete</td>
<td>SMUD</td>
<td>June 26, 2020</td>
</tr>
<tr>
<td>Enhancement release date</td>
<td>SMUD</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>Provide dividend amount and floor to SMUD</td>
<td>VCE</td>
<td>September 20, 2020</td>
</tr>
<tr>
<td>Dividends begin appearing on customer bills</td>
<td>SMUD</td>
<td>October 1, 2020</td>
</tr>
</tbody>
</table>

Section 4, COMPENSATION FOR SERVICES is amended to add Section 4.5, *Annual Dividend Program Implementation*, as follows:

"The fixed fee for the Annual Dividend Program Implementation is $75,000. Ongoing support of the Annual Dividend Program is included in the fixed fee for Data Management and Call Center Services as described in Section 4.1 of this Task Order 2."

Section 5, PAYMENT TERMS, is amended to add the following.

"SMUD will invoice the fixed fee for the Annual Dividend Program Implementation upon completion, and payment will be due net thirty (30) days from date of the invoice."

[Signature Page follows]
SIGNATURES

The Parties have executed this Amendment 11, and it is effective as of the date of last signature below.

Valley Clean Energy Alliance

By: 

Name: Mitch Sears

Title: Interim General Manager

Date: June 18, 2019

Sacramento Municipal Utility District

By: 

Name: Arlen Orchard

Title: CEO

Date: June 23, 2019

Approved as to Form: 

[Signature]