2075 Woodside Road | Redwood City, CA 94061
(650) 260-0005 | peninsulacleanenergy.com

Regular Meeting of the Board of Directors of the Peninsula Clean Energy Authority (PCEA)
AGENDA

Thursday, August 22, 2024
6:30 pm

PLEASE NOTE: This meeting will be held in a hybrid format with both in-person and Zoom participation options for members of the public; Board members shall appear in person.

In-Person Meeting Locations:
PCEA Lobby, **2075 Woodside Road, Redwood City, CA 94061**
Los Banos City Hall, Conference Room B, **520 J Street, Los Banos, CA 93635**

Zoom, **Virtual Meeting Link:**
Meeting ID: 874-9664-9657 **Passcode:** 2075 **Phone:** +1 (669) 444-9171

This meeting of the Board of Directors will be held at the Peninsula Clean Energy Lobby: 2075 Woodside Road, Redwood City, CA 94061 and Los Banos City Hall, Conference Room B, 520 J Street, Los Banos, CA 93635 and by teleconference pursuant to California Assembly Bill 2449 and the Ralph M. Brown Act, CA Gov't Code. Section 54950, et seq. **Members of the Board are expected to attend the meeting in person** and should reach out to Assistant General Counsel for Peninsula Clean Energy, Jennifer Stalzer, with questions or accommodation information (jstalzer@smcgov.org). For information regarding how to participate in the meeting remotely, please refer to the instructions at the end of the agenda. In addition, a video broadcast of the meeting can be viewed at https://www.peninsulacleanenergy.com/board-of-directors following the meeting.

Public Participation

The PCEA Board meeting may be accessed through Zoom online at https://pencleanenergy.zoom.us/j/87496649657. The webinar ID is: 874-9664-9657 and the passcode is 2075. The meeting may also be accessed via telephone by dialing +1(669) 444-9171. Enter the webinar ID: 874-9664-9657, then press #. (Find your local number: https://pencleanenergy.zoom.us/u/kTlH1Ocod). Peninsula Clean Energy uses best efforts to ensure audio and visual clarity and connectivity. However, it cannot guarantee the connection quality.

Members of the public can also attend this meeting physically at the **Peninsula Clean Energy Lobby** at 2075 Woodside Road, Redwood City, CA 94061 or **Los Banos City Hall**, Conference Room B, 520 J Street, Los Banos, CA 93635.

Written public comments may be emailed to PCEA Board Clerk, Nelly Wogberg (nwogberg@peninsulacleanenergy.com) and such written comments should indicate the specific agenda item on which the member of the public is commenting.

Spoken public comments will be accepted during the meeting in the Board Room(s) or remotely through Zoom at the option of the speaker. Please use the "Raise Your Hand" function in the Zoom platform, or press *6 if you phoned into the meeting, to indicate that you would like to provide comment.

Please note that Peninsula Clean Energy Board of Directors meetings are a limited public forum, and all public comment must relate to something that is within the subject matter jurisdiction of the Board. If comments do not relate to the subject matter jurisdiction of the Board, we will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the subject matter jurisdiction of the Board.

ADA Requests

Individuals who require special assistance or a disability related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting, should contact Nelly Wogberg, Board Clerk, by 10:00 a.m. on the day before the meeting at (nwogberg@peninsulacleanenergy.com). Notification in advance of the meeting will enable PCEA to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.

Closed Captioning is available for all PCEA Board meetings. While watching the video broadcast in Zoom, please enable captioning.

CALL TO ORDER / ROLL CALL / APPROVE TELECONFERENCE PARTICIPATION UNDER AB 2449

This item is reserved to approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.

PUBLIC COMMENT

This item is reserved for persons wishing to address the Board on any PCEA-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. Members of the public who wish to address the Committee are customarily limited to two minutes per speaker. The Board Chair may increase or decrease the time allotted to each speaker.

PRESENTATIONS and ACKNOWLEDGMENTS

1. Informational Briefing from Caltrain representative, Brent Tietjen, External Affairs Manager

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

2. Approval of a Resolution Appointing a Los Banos Representative to the Community Advisory Committee

3. Approval of Contract Renewal with Maher Accountancy

4. Approval of an EV Ready Program Fund Reservation Agreements, Providing Approximately $308,000 in Customer Incentives

5. Approval of Member Agency Energy Grant Agreements

6. Approval of Second Amendment to Second Agreement with the Law Firm of Braun Blaising & Wynne, P.C., in an Amount Not-to-Exceed $150,000 for a Total Contract Not-to-Exceed Amount of $600,000.

7. Approval of Minutes from November 16, 2023, June 27, 2024, and Correction of April 25, 2024 Board of Directors Meetings

REGULAR AGENDA

8. Chair Report (Discussion)

9. CEO Report (Discussion)

10. CAC Report (Discussion)

11. Approval of a Resolution to Delegate Authority to the Chief Executive Officer to Finalize and Execute a Contract with the San Mateo County Office of Education for an Amount Not-to-Exceed $210,000 in Fiscal Year 2024-2025 (Action)

12. Approval of a Resolution to Delegate Authority to the Chief Executive Officer to Finalize and Execute a Contract with the County of San Mateo Sustainability Division for the Youth Climate Ambassadors Program for an Amount Not-to-Exceed $50,000 in Fiscal Year Ends 2025 and 2026 (Action)

13. Approval of Proposed Administrative Updates to the Peninsula Clean Energy Authority Joint Powers Authority (JPA) Agreement (Action)

14. Approval of the First Amendment to the Agreement with Shawn E. Marshall, Chief Executive Officer, for the term of July 1, 2023 to June 30, 2026, increasing the annual salary amount to $393,750 and awarding a bonus of $25,000 (Action)

15. Discussion of Program Innovation and Funding Opportunities (Discussion)

16. Discussion of Peninsula Clean Energy's Brand Strategy Update (Discussion)

17. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

18. Update on Legislative Activities

19. Energy Supply Procurement Quarterly Report

20. Community Programs Quarterly Report

21. Regulatory Policy Team Quarterly Report

22. Report on California Community Power (CCP) Joint Powers Authority

23. Acronym List

ADJOURNMENT

Public records that relate to any item on the open session agenda are available for public inspection. The records are available at the Peninsula Clean Energy offices or on PCEA Website at: https://www.peninsulacleanenergy.com.

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

- Please mute your microphone when you are not speaking to minimize audio feedback
- If possible, utilize headphones or ear buds to minimize audio feedback
- If participating via videoconference, audio quality is often better if you use the dial-in option (option 2 below) rather than your computer audio

Options for Joining

- Videoconference with Computer Audio - see Option 1 below
- Videoconference with Phone Call Audio - see Option 2 below
- Calling in via Telephone/Landline - see Option 3 below

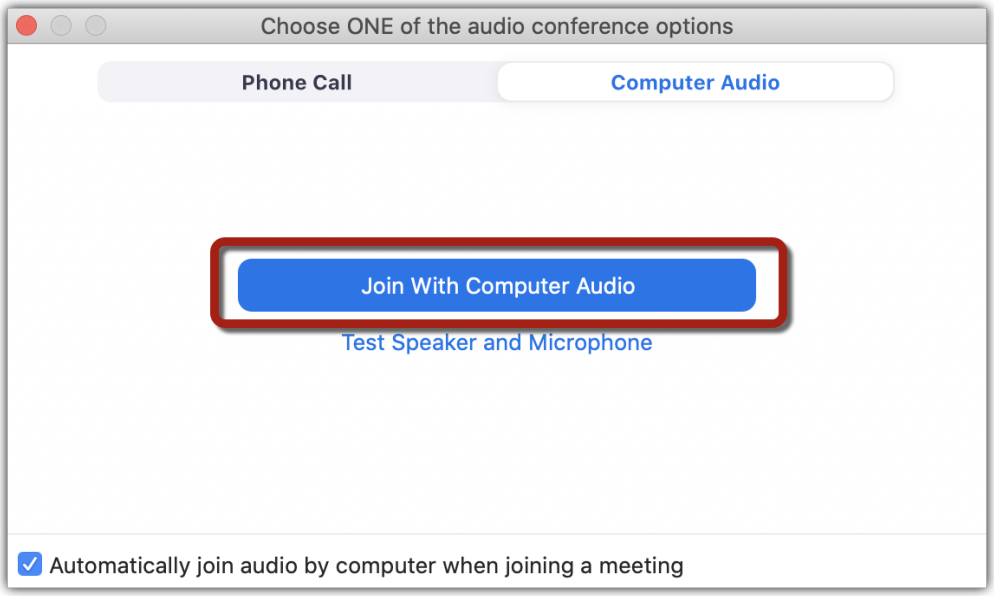
Videoconference Options:

Prior to the meeting, we recommend that you install the Zoom Meetings application on your computer by clicking here https://zoom.us/download.

If you want full capabilities for videoconferencing (audio, video, screensharing) you must download the Zoom application.

Option 1 Videoconference with Computer Audio:

- From your computer, click on the following link that is also included in the meeting calendar invitation: https://pencleanenergy.zoom.us/j/87496649657
- The Zoom application will open on its own or you will be instructed to open Zoom.
- After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Computer Audio option at the top of the pop-up screen.

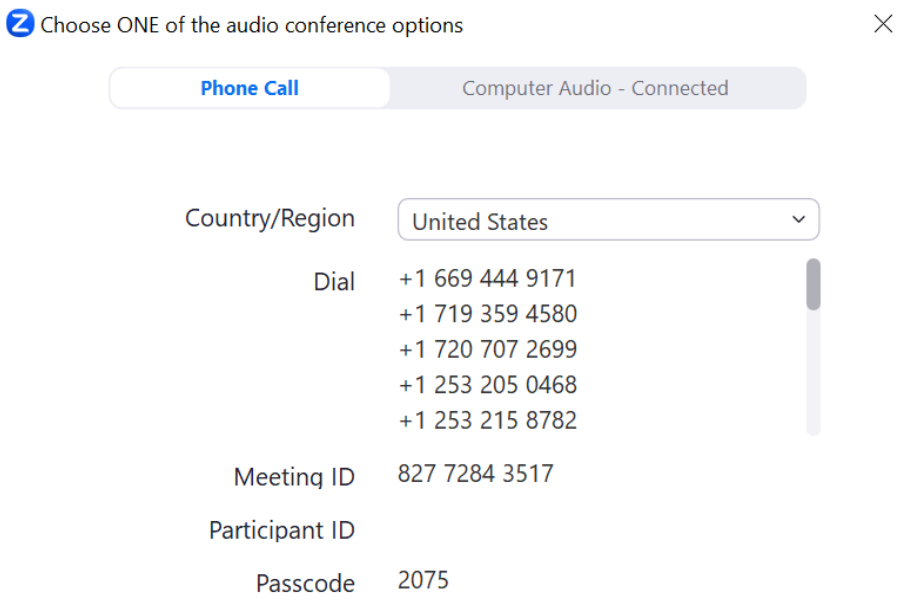


- Click the blue, "Join with Computer Audio" button.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Option 2 Videoconference with Phone Call Audio

- From your computer, click on the following link that is also included in the meeting calendar invitation: https://pencleanenergy.zoom.us/j/87496649657
- The Zoom Application will open on its own or you will be instructed to Open Zoom.

- After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Phone Call option at the top of the pop-up screen.



- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 followed by #**.
- You will be instructed to enter in your participant ID. Your participant ID is unique to you and is what connects your phone number to your Zoom account.
- After a few seconds, your phone audio should be connected to the Zoom application on your computer.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Audio Only Options:

Please note that if you call in/use the audio only option, you will not be able to see the speakers or any presentation materials in real time.

Option 3: Calling in via Telephone/Landline:

- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 followed by #**.
- You will be instructed to enter your **Participant ID** followed by #. If you do not have a participant ID or do not know it, you can press # to stay on the line.
- You will be instructed to enter the meeting passcode **2075 followed by #.**

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 12, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kirsten Andrews-Schwind, Associate Director of Community Relations and Climate Equity and Vanessa Shin, Associate Manager of Community Relations

SUBJECT: Approval of a Resolution Appointing a Los Banos Representative to the Community Advisory Committee

RECOMMENDATION

Approval of a Resolution Appointing a Los Banos Representative to the Community Advisory Committee

BACKGROUND

On February 23, 2017, the Peninsula Clean Energy Board of Directors approved a proposal and a resolution approving the formation of a Citizens Advisory Committee (CAC)—renamed to the Community Advisory Committee in 2023—and indicating that it should consist of 11 to 15 members. On May 24, 2017, the Board of Directors appointed 15 members to the CAC.

As outlined by the Board of Directors, the general term for CAC members is three years. However, initial CAC members were appointed to staggered terms of either one year, two years, or three years. CAC members are eligible for reappointment for up to three total terms.

Los Banos Representation on the CAC

There is currently one vacancy on the CAC previously held by a representative from Los Banos. Daniel Baerwaldt, resident of Los Banos, served on the CAC from 2021-2024. Daniel Baerwaldt's term ended in 2024, and he did not request reappointment.

Due to the unique geography and demographics of Los Banos, the Board Subcommittee on CAC Recruitment recommended maintaining representation from Los Banos on the CAC. For the vacancy created by Daniel Baerwaldt of Los Banos, the Subcommittee suggested opening a special application period to identify candidates from Los Banos.

The following table describes the current composition of the CAC.

Name	City	Term Ends	Status
Steven Booker	Half Moon Bay	2025	Current member
Michael Closson	Menlo Park	2026	Current member
Kathleen Goforth	San Carlos	2025	Current member
Mele Heimuli	East Palo Alto	2026	Current member
Aurelio Huizar	Burlingame	2026	Current member
Gail Lee	San Bruno	2026	Current member
Jason Mendelson	Redwood City	2025	Current member
Desiree Thayer	Burlingame	2026	Current member
Robert Whitehair	San Mateo	2026	Current member
Diane Bailey	Belmont	2027	Current member
Cheryl Schaff	Menlo Park	2027	Current member
Joseph Chen	San Bruno	2027	Current member
John McKenna	Menlo Park	2027	Current member
Remi Tan	Pacifica	2027	Current member
Current Vacancy	Los Banos	2027	--

DISCUSSION

On June 27, 2024, the Peninsula Clean Energy Board of Directors formed a new Subcommittee on CAC Recruitment, consisting of Donna Colson, Marty Medina, Paul Llanez, and Tygarjas Bigstyck.

In June 2024, Staff publicly solicited applications to gather a pool of potential appointees. The recruitment was promoted to Los Banos residents through boosted social media posts. One application from a Los Banos resident, Damanpreet Sarai, was received and reviewed by staff. The Subcommittee on CAC Recruitment invited Damanpreet Sarai to participate in a 15-minute, virtual interview to discuss her qualifications and interest in the position.

Damanpreet Sarai is a science teacher at Pacheco High School passionate about promoting renewable energy and sustainability initiatives in the Los Banos community. In partnership with Peninsula Clean Energy, Damanpreet Sarai has raised awareness of clean energy through organizing a science fair that reaches 1200 students annually.

The Subcommittee recommends that the Peninsula Clean Energy Board of Directors appoint Damanpreet Sarai to the CAC.

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF A RESOLUTION APPOINTING A LOS BANOS REPRESENTATIVE TO THE COMMUNITY ADVISORY COMMITTEE

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California ("Peninsula Clean Energy" or "PCE"), that

WHEREAS, PCE was formed on February 29, 2016; and

WHEREAS, Section 3.5 of the PCE Joint Powers Agreement states that the "Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board"; and

WHEREAS, PCE believes that establishment of an advisory committee, made up of members drawn from the community, would assist PCE in carrying out its mission; and

WHEREAS, the Board approved the creation of a Citizens Advisory Committee ("Committee" or "CAC") on February 23, 2017, to be appointed by the PCE Board through an application process including review and recommendation by a committee of the PCE Board; and

WHEREAS, the Board appointed fifteen members to the Citizens Advisory Committee on May 24, 2017; and

WHEREAS, in July 2023 the PCE Board of Directors approved changing its name from "Citizens Advisory Committee" to "Community Advisory Committee"; and

WHEREAS, there was one vacancy on the CAC caused by a Los Banos representative who did not request reappointment in 2024; and

WHEREAS, for the vacancy created by the former member in Los Banos, the Board Subcommittee on CAC Recruitment recommended opening a special application period to identify candidates in Los Banos; and

WHEREAS, the Board publicly solicited applications for a Los Banos representative to the CAC in June 2024; and

WHEREAS, the Board Subcommittee on CAC Recruitment recommends appointing Damanpreet Sarai to the CAC; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board appoints

Damanpreet Sarai hereto as a member of the Community Advisory Committee for the term 2024-2027.

* * * * * *

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 9, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nicholas Bijur, Chief Financial Officer

SUBJECT: Approval of Contract Renewal with Maher Accountancy

RECOMMENDATION

Authorize execution of an agreement between Peninsula Clean Energy (PCE) and Maher Accountancy for the period of July 1, 2024 through June 30, 2025 in an amount not to exceed $290,000.

BACKGROUND

PCE has engaged Maher Accountancy to provide external accounting, payroll, and annual audit support services since October 1, 2016. A summary of services that are provided as part of Maher Accountancy's monthly fee is as follows:

- Process payroll, including managing and reporting payroll taxes.
- Manage and process Accounts Payable including use of a cloud-based document management system supporting management review of expenses, segregation of duties, and access to source invoice and vendor data.
- Set-up of wire transfer payments to vendors paid by wire.
- Maintain the general ledger by posting billings and accruing revenue/expenses by reconciliation of PCE's data manager reports of customer activity and Accounts Receivable.
- Bank reconciliations.
- Publish monthly financial statements showing monthly and year-to-date summaries compared to approved budget levels.
- Monthly updated web portal providing access to professional services contract management.

The most recent contract for services (approved by the Board of Directors in July 2023), which covered the period from July 1, 2023, through June 30, 2024, was for a total of $258,150 and represented a 6% increase over the prior year. Both this year's and last year's contracts include a monthly fee for operational services plus a one-time fee for support of the audit of the prior fiscal year completed in the Fall of each year.

DISCUSSION

PCE has been very satisfied with the services provided by Maher Accountancy and has negotiated a new one-year agreement for continuation of those services. The cost of the accounting services as proposed will be $22,750 per month, plus a one-time fee of $17,000 for support of the annual audit of the FY2023-2024 financial statements.

The total fee is 12% higher than the prior contract year. The increase in the proposed fee is largely due to an increase in work required to account for PCE's various customer programs, such as On-Bill-Financing, GovPV, and other incentives. In addition, PCE has experienced a significant increase in staff which has resulted in additional required accounting and payroll support.

As noted above, staff has been very satisfied with the myriad of accounting and operational services provided by Maher Accountancy since PCE's inception in 2016. Thus, staff is recommending a continuation of these services this fiscal year along with a plan to issue an RFP for similar services and/or consider options to bring the services in house in FY 2026. We will return to the Audit & Finance Committee next year with our findings and then to the Board if needed.

FISCAL IMPACT

The total fees for the contract period from July 1, 2024, through June 30, 2025, will be $290,000, which is slightly more than budgeted. The proposed increase in annual fees is in line with other CCAs of similar size and complexity.

ATTACHMENTS:
Proposed - Maher Accountancy - PCE Contract_FY 2024-2025.pdf

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF CONTRACT RENEWAL WITH MAHER ACCOUNTANCY

RESOLVED, by the Peninsula Clean Energy Authority (PCEA) of the County of San Mateo, State of California, that

WHEREAS, PCEA was formed on February 29, 2016; and

WHEREAS, Maher Accountancy was selected to provide accounting, payroll, and audit support services to PCEA based on its experience with other CCA programs, expertise in bookkeeping, and the cost-effectiveness of its proposal; and

WHEREAS, PCEA has contracted with Maher Accountancy to provide such services since October 1, 2016; and

WHEREAS, PCEA was most recently engaged in a contract with Maher Accountancy to provide such services for the term of July 1, 2023 through June 30, 2024; and

WHEREAS, PCEA is now seeking to sign a contract with Maher Accountancy for the term of July 1, 2024 through June 30, 2025, in an amount not to exceed $290,00 in substantially the same form as the prior agreement; and

WHEREAS, Maher Accountancy has heretofore provided services to PCEA in a satisfactory manner and PCEA desires to continue working with Maher.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board delegates authority to CEO to execute said contract with Maher Accountancy in an amount not to exceed $290,000.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND MAHER ACCOUNTANCY

This Agreement is entered into this 1st day of July 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA" and Maher Accountancy (a California Corporation), hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of accounting management services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024, through June 30, 2025.

4. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief Executive Officer of the Peninsula Clean Energy Authority or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to Contractor as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of PCEA and shall be promptly delivered to PCEA. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of PCEA and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

7. **Hold Harmless**

a. General Hold Harmless

Contractor shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any other loss or cost, however, Contractor's obligation to indemnify and hold harmless pursuant to this section shall be limited to the extent Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA's prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. **Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability… $1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance… $1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability……. $1,000,000

(To be checked if Contractor is a licensed professional)

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to PCEA upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Chief Executive Officer, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a PCEA contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

To effectuate the provisions of this Section, the Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and PCEA.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Contractor agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this

document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title:	Shawn Marshall, Chief Executive Officer
Address:	2075 Woodside Road, Redwood City, CA 94061
Telephone:	650-260-0100
Email:	smarshall@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title:	Michael Maher, Vice President
Address:	1101 Fifth Ave, Ste 200, San Rafael, CA 94901
Telephone:	415-459-1249
Email:	mmaher@mahercpa.com

18. Electronic Signature

If both PCEA and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For PCEA: ☒ If this box is checked by PCEA, PCEA consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

19. No Recourse Against PCEA's Member Agencies

Contractor acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Contractor waives any recourse against PCEA's member agencies.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY

By:

Date:

Maher Accountancy

Contractor's Signature

Date:

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The proposed contract term covers July 1, 2024 through June 30, 2025. In no event will the cost to PCE during the contract term exceed the maximum sum of $290,000.

Operational Assistance:

1. Assist in review of operating budget in collaboration with management and technical consultants.
2. Maintain the general ledger by:
    a. Posting billings, accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, etc.
    b. Prepare or maintain the following monthly analyses regarding general ledger account balances:
        i. Reconciling to statements from PCE's financial institution for cash activity and balances,
        ii. Reconcile customer data manager reports of customer activity and AR,
        iii. Estimated user fees earned but not billed as of the end of the reporting period,
        iv. Schedule of depreciation of capital assets,
        v. Aged schedule of accounts payable and
        vi. Schedules of details regarding all remaining balance sheet accounts.
3. Manage accounts payable: Maher Accountancy utilizes a cloud-based accounts payable document management system to provide for documentation of management review, proper segregation of duties, and access to source data. We ensure that required authorization is documented and that account coding is correct. Your staff then authorizes the release of payment by an independent payment service in order to provide an additional safeguard.
4. Assist with compliance with fiscal provisions of service vendor contracts: Before submitting vendor invoices for management approval, Maher Accountancy verifies that a vendor invoice with contract provisions regarding time periods, rates and financial limits.
5. Monitor expenditure budget compliance: Before submitting vendor invoices for management approval, Maher Accountancy verifies that there is budget available and will make timely suggestions for any necessary budget amendments.
6. Provide periodic and year-to-date accrual basis financial statements with comparison to projections.
7. Provide modified accrual basis financial statements with comparison to budget. (Government agencies are accustomed to budgeting inflows and outflows of capital and debt items not included in accrual basis operating statements.)
8. Process payroll, including managing and reporting payroll taxes.
9. Filing annual informational returns (Forms 1099/1096).
10. Assist in the presentation of financial information to Finance Committee and answer questions from time to time, as needed.
11. Assist the treasury function.
12. Provide services to meet the requirements of applicable laws and regulations relating to the provisions of accounting services for PCE.
13. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports.

14. Monthly Portal
    a. Provide access to unified web portal for professional services contract management and review. (unlimited PCE users)
    b. Provide granular security/access based on department.
    c. Maintain listing of open and recently closed contracts, documents and basic meta data as available from accounting system or Bill.com.
    d. Track Actual spend against commitments and report on available balances.
    e. Maher will maintain the data, but ongoing accuracy will require cooperation from vendor relationship managers
        i. PCE will timely provide Maher with contracts and contract amendments
        ii. PCE will review Maher's input of the contract data into the portal

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Contractor based on the following fee schedule and terms:

Description of Service	Frequency	Fee
A. Operational Assistance	Monthly	$22,750
B. Assist with annual financial statement preparation as needed, including correspondence with independent auditor	Annual	$17,000

Reimbursable Expenses:

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses.

Bill payment fees for the cloud-based accounts payable system will be borne by the PCEA with no additional mark-up. Based on recent history, the fees related to this are not expected to exceed Ten Thousand Dollars ($10,000) annually.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 5, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Phillip Kobernick, Senior Programs Manager, Transportation

SUBJECT: Approval of an EV Ready Program Fund Reservation Agreements, Providing Approximately $308,000 in Customer Incentives

RECOMMENDATION

Approval of one Fund Reservation Agreement, which will provide an expected total of $308,000 in customer incentives, to install EV charging infrastructure within a large rental apartment property in Menlo Park, as part of the EV Ready Program.

BACKGROUND

In December 2018, the Board approved PCE's EV charging infrastructure program intended to accelerate EV adoption in San Mateo County. The program, later named the "EV Ready Program," provides incentives and no-cost technical assistance to eligible property types, which include: 1) Affordable Housing, 2) Multi-Unit Dwellings (such as apartments and condominiums), 3) Employee charging, including fleet, and 4) All Publicly Accessible, Non-Residential Locations. The program provides incentives for several different EV charging types, as part of the program's "right-speeding" strategy to install cost-effective charging options, depending on the use case. These incentivized charging options include: 1) Level 1 or Level 2 outlets, 2) Level 2 EV charging stations, 3) Make-Ready parking spaces, to encourage future-proofing, and 4) panel updates for multi-family property sites. These incentives range from $1,000 to $5,500 per charger, depending on property type, retrofit vs new build projects, and charging type.

Customers apply for EV Ready incentives online, which is reviewed and approved by Peninsula Clean Energy staff. Once approved, a Fund Reservation Agreement, which outlines the EV Ready Program standards and requirements, is distributed via DocuSign and executed by the customer and the Peninsula Clean Energy CEO. Fund Reservation Agreements are presented to the Board of Directors prior to execution by the Peninsula Clean Energy CEO when Agreements are valued at $250,000 or more, per Policy 14.

DISCUSSION

In the last few months, Peninsula Clean Energy received one EV Ready application for which

the Fund Reservation Agreement is expected to exceed $250,000 in incentives.

Following approval by the Board of Directors, the Fund Reservation Agreement will be executed by the Peninsula Clean Energy CEO and the customer will proceed to install their EV charging infrastructure and file for reimbursement from Peninsula Clean Energy upon completion in the future, subject to the EV Ready Programs Standards and Requirements.

The incentive application is being submitted for a large rental apartment property in Menlo Park, which is planning to install EV charging stations and outlets across three buildings (three separate parcels) within a single complex. The project also has two additional Fund Reservation Agreements that are below the threshold needed for Board approval. Between these three Agreements, the project is planning to install nearly 200 EV charging stations, utilizing approximately $564,000 in total PCE incentives. Details of the largest Fund Reservation Agreement, which is being submitted for Board approval, is included below.

Property Type	Total Expected Reserved Funds	Total Charge Ports Expected	City
Multi-Family Housing (Rental Apartments)	$308,000	121	Menlo Park

FISCAL IMPACT

Funding for this project is included Board-approved EV Ready Program.

STRATEGIC PLAN

Goal 3 – Community Energy Programs:

- Objective A: Develop market momentum for electric transportation
  - Key Tactic 1: Drive personal electrified transportation to majority adoption
- Objective B: Deliver tangible benefits throughout our diverse communities
  - Key Tactic: Expand charging access and equity to low income communities

ATTACHMENTS:
EVRP_FundReservationAgmt_V042524 for BOD.pdf

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF AN EV READY PROGRAM FUND RESERVATION AGREEMENTS, PROVIDING APPROXIMATELY $308,000 IN CUSTOMER INCENTIVES

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

WHEREAS, Peninsula Clean Energy was formed on February 29, 2016; and

WHEREAS, expanding access to charging in increases adoption of electric vehicles to reduce greenhouse gasses is part of Peninsula Clean Energy's program roadmap approved by the Board; and

WHEREAS, in December 2018, the Peninsula Clean Energy Board of Directors approved the EV charging infrastructure program, which came to be called the "EV Ready" program; and

WHEREAS, eligible applicants are approved for EV Ready program incentives, subject to the EV Ready Program Standards & Requirements; and

WHEREAS, approved applicants in the EV Ready program are required to execute a Fund Reservation Agreement to secure their financial incentives; and

WHEREAS, per Peninsula Clean Energy policy, Agreements valued at or above $250,000 require approval by the Peninsula Clean Energy Board of Directors; and

WHEREAS, one EV Ready incentive application, whose Fund Reservation Agreement is expected to be valued at or above $250,000 in value was received by Peninsula Clean Energy in the prior month; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute the three Fund Reservation Agreement in the EV Ready program to provide incentives.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to execute one customer Fund Reservation Agreement in the EV Ready program to provide incentives for an expected total of approximately $308,000 in a form approved by the General Counsel.

Peninsula Clean Energy
Electric Vehicle Ready Program
Fund Reservation Agreement

Applicant First Name	Tyler
Applicant Last Name	Galgas
Title	Business Development Manager
Organization	Green Water and Power
Email	(Redacted)
Phone Number	(Redacted)
Proposed Site Address	3639 Haven Ave Blg A, 3639 Haven Ave Bldg B, 3639 Haven Ave Bldg C
City	Menlo Park
Zip Code	94025
Service Agreement ID	(Redacted)
Project ID	PROJ-220724-13034

EV Charging Infrastructure Project Description:

Project Type	Existing Multi-Unit Dwelling

	Level 1 Outlets	Level 2 Outlets	Level 2 Charge Ports	Make Ready Ports
Submitted # Ports		120	48	30
Reserved Funds	$	$240,000	$264,000	$60,000

Panel Upgrade	$

Total Reserved Funds	$564,000
Notes	

Peninsula Clean Energy Authority ("PCEA") cannot guarantee rebate funds beyond what was reserved nor can rebate funds exceed 100% of the total project costs. Final projects with less ports than projected will only receive rebates for installed ports, up to the amount reserved.

By signing below, the site owner ("Site Owner") or, if the property is owned by a commercial or corporate entity, the representative of the ownership entity ("Owner Representative") agrees to the "Electric Vehicle (EV) Ready Program" ("Program") Terms & Conditions. If neither Site Owner nor Owner Representative executes the Agreement, the applicant ("Applicant") certifies that a

Designated Applicant Assignment form was completed and submitted to PCEA to verify that the Site Owner or Owner Representative has designated the applicant ("Designated Applicant") authority to represent the Site Owner in the Program and execute all legal agreements as required by the Program.

The undersigned here is the: ☐ Site Owner or Owner Representative OR ☐ Designated Applicant

[DocuSign]

Applicant Signature Date

Peninsula Clean Energy Representative Signature Title Date

Peninsula Clean Energy EV Ready Program Terms and Conditions

1. **ELIGIBILITY**: Peninsula Clean Energy Authority offers a rebate to eligible PCEA customers or their designees (Applicant) installing EV Charging Infrastructure through the EV Ready Program. Applicants eligible to receive rebates under the Program must (1) abide by the terms and conditions listed herein; (2) have the EV charging port(s) metered through a PCEA account number; (3) comply with Program Standards and Requirements ("Program Requirements") in Appendix A; (4) provide PCEA with Required Installation Verification Documents as specified in the Program Requirements upon completion of the project.

2. **REBATE RESERVATION TERM AND AMOUNT**: The amounts of the rebates for which qualifying projects are eligible are outlined in Program Requirements. Rebate funds are reserved upon execution of this Agreement up to the maximum amount identified in the Program Requirements based on the "EV Charging Infrastructure Project Description" (hereinafter, the Project, *see* page 1 above). The funds are reserved according to the Fund Reservation Period timelines outlined in the Program Requirements and any modifications to the timelines are at the discretion of PCEA. Rebates will be paid to eligible Rebate Recipient once installation is verified as complete by PCEA. The final amount of the rebates will be the actual eligible costs of verified EV Charging Infrastructure installed or the maximum amount reserved, whichever is less.

3. **DISCRETION ON VERIFICATION**: Determinations regarding verification pursuant to paragraph (1) and paragraph (2) of these Terms and Conditions, shall be determined at PCEA's complete and exclusive discretion.

4. **REBATE RECIPIENT**: The Applicant may direct the rebate funds to any Rebate Recipient, who is a single vendor or service provider incurring costs for the Project up to the amount of documented costs incurred by that Rebate Recipient. The Rebate Recipient shall be identified in the Installation Verification Form submitted upon project completion to request disbursement of the rebate.

5. **NO GUARANTEES**: PCEA makes no guarantee, representations or warranties, expressed or implied, regarding the implementation or use of EV Charging Infrastructure and equipment purchased or installed pursuant to this PCEA Program. Customer is solely responsible for any liability, legal or otherwise, arising from the installation, operation, and maintenance of its selected EV Charging Infrastructure.

6. **EVSE PACKAGE:** Upon approval of the Funds Reservation Agreement by PCEA, customer shall install, operate and maintain the number and type of the EVSE unit(s) (defined in Program Requirements), associated equipment, and signage as selected by Customer and approved by PCEA. Customer acknowledges that:

7. **ADDITIONAL SERVICES FROM ELECTRIC VEHICLE SERVICE PROVIDER (EVSP):** Separate and apart from the Funds Reservation Agreement and PCEA's obligations under the Program, the EVSP may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the Program. PCEA is not responsible for the costs of additional EVSP services or any cost related to operations

and maintenance of any additional EVSP services.

8. **INSTALLATION OF EV CHARGING INFRASTRUCTURE:** Customer is responsible for covering all upfront costs of the installation of the EV Charging Infrastructure. Upon completion of installation of the EV Charging Infrastructure, Site Owner understands it is responsible for the operation and maintenance of the EV charging port(s) installed.

9. **CONTRACTOR REQUIREMENTS**: All work performed on projects under this agreement shall be done by contractors who hold a valid California C-10 license. PCEA reserves the right to amend and change contractor requirements at any point during the program.

10. **EV DRIVERS RIGHT TO ACCESS:** Customer may limit the availability of the EV Charging Infrastructure to its employees or tenants. Under the Program, Customer may elect to make the EV Charging Infrastructure available for use by the general public. Customer shall not restrict access to use of the EV Charging Infrastructure for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law.

11. **APPLICABLE LAWS**: Customer is solely responsible for ensuring that the EV Charging Infrastructure is installed and operated in compliance with all applicable local, state, and federal laws.

12. **EV CHARGING PORT(S) OPERATION AND MAINTENANCE:** Customer will pay all ongoing costs associated with the EV Charging Infrastructure. Customer shall maintain a consistent uptime for the EV Charging Port(s) installed. Customer shall maintain the common area immediately surrounding the EV Charging Infrastructure in good condition, ordinary wear and tear accepted, and will promptly notify PCEA of any problems it is aware of related to the EV Charging Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance. Customer shall promptly notify PCEA if Customer will no longer maintain the installed EV Charging Infrastructure and/or the installed EV Charging Infrastructure is being removed from Customer's site. Uninterrupted service is not guaranteed, and Pacific Gas & Electric (PG&E) may interrupt service and access to the EV Charging Infrastructure when necessary to ensure safety or to perform maintenance as dictated by utility easement agreements and requirements.

13. **PERMISSION TO USE DATA:** For all EV Charging Infrastructure installed that are capable of collecting and reporting usage and utilization data, Site Owner agrees to allow PCEA and its authorized Contractors to access, collect, use, and report EV Charging Infrastructure usage and utilization data gathered as a part of the Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. PCEA and its authorized Contractors shall have access to the EV Charging Infrastructure usage and utilization data indefinitely and in accordance with all applicable laws, including but not limited to PCEA privacy guidelines and relevant regulatory decisions.

14. **DEMAND RESPONSE and LOAD SHAPING PROGRAMS:** Customer agrees that PCEA may, at its discretion enroll all networked EV charging port(s) units installed under the Program in any future demand response, grid optimization, and/ or load shaping programs implemented by PCEA. Future load shaping program will, by design, not incur any additional costs or expenses to Customer. The load shaping program will aim to curtail energy usage for each charging port during a predefined period established by PCEA. These curtailments will be designed to minimally impact EV drivers that are charging during these times whenever possible. Customers will be provided an appropriate mechanism to opt-out before the program is implemented.

15. **TAX LIABILITY and CREDITS**: PCEA is not responsible for any taxes which may be imposed on Customer as a result of the rebates provided within the Program. Site Owners receiving incentives from either the Program and/or other regional organizations, including, but not limited to, the Bay Area Air Quality Management District, that have been facilitated through assistance from PCEA are required to designate their Low Carbon Fuel Standard (LCFS) credits to PCEA. Customer attests they are releasing their rights to report and claim credits in the LCFS and are designating credits in the LCFS to PCEA (FEIN 81-2708786) on an ongoing basis. Customer will inform third-party entities when necessary, including CARB, that the LCFS credits generated by their installed EVSE are designated to PCEA on an ongoing basis. Customer will provide the EVSE usage and electricity data to PCEA for LCFS reporting pursuant to CARB sections 95483.2(b)(8), 95491 and 95491.1. Customer will provide PCEA with ongoing access to EV charging data through the use of a login to the online account and/or an application program interface (API), a dashboard with exportable data files, or other means to access the charging data.

16. **DISPUTES**: Except where otherwise limited by law, PCEA reserves the right, at its sole discretion, to make final determinations regarding any disputed issues about the Program, including but not limited to eligibility and rebate amounts. In the event of a dispute that cannot be remedied by the parties, any court filings and/or proceedings shall be venued in San Mateo County, California. PCEA shall in no case be responsible for the legal costs of Site Owner and/or Designated Applicant.

17. **PROGRAM CHANGES**: PCEA reserves the right to change, modify, or terminate the Program at any time without any liability except as expressly stated herein. PCEA will honor all written commitments made in the Funds Reservation Agreement provided to Customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the timeframe specified within the Program Requirements.

18. **PROGRAM EXPIRATION:** The Program will expire upon the earliest to occur: (i) when funds are depleted or (ii) when the program is terminated by PCEA.

19. **INDEMNIFICATION:** Applicant agrees to indemnify, defend, and hold PCEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Customer's negligence, recklessness or willful misconduct while participating in the PCEA Program.

20. **ACKNOWLEDGEMENTS:** Customer shall acknowledge PCEA as a funding source of the installed EV Charging Infrastructure each time Customer's activities related to the EV Charging Infrastructure are published in any news media, press release, brochures, or other type of public communication or promotional material. The acknowledgement of PCEA's support as a funding source, whether in whole or in part, shall include language such as: "Funding for [Customer Site Name]'s charging station(s) provided by Peninsula Clean Energy." If Customer is receiving funding from multiple organizations, Customer may use one statement conforming to the format listed above and include all organizations from which funding is received. PCEA also reverses the right to install stickers, signage, or other advertisement mechanism on the EV charging port(s) funded or facilitated by PCEA.

21. **CUSTOMER DISCLOSURE AUTHORIZATION:** By signing the Funds Reservation Agreement, Applicant confirms they are the authorized representative for the electric account holder identified in the Funds Reservation Agreement and authorized PCEA to disclose Customer's account status and participation in the PCEA Program. If Applicant is not the authorized representative for the electric account holder identified in the Funds Reservation Agreement, the Applicant certifies that they have submitted a Third Party Designated Applicant Assignment Form to verify that the Site Owner has delegated authority to the Applicant to represent the Site Owner and execute the Funds Reservation Agreement.

Peninsula Clean Energy EV Ready Program
Standards & Requirements

Overview

The Peninsula Clean Energy Electric Vehicle (EV) Ready Program is an EV charging infrastructure program to support multi-family, workplace, and public charging in San Mateo County and the City of Los Banos by providing incentives for the installation of Level 1, Level 2, and Make Ready charging infrastructure. Approximately $8 million in incentives funding is available. In addition to the incentives outlined in this document, Peninsula Clean Energy is providing free, but optional, technical assistance to help customers choose cost-effective EV charging options and design their projects.

1. **Definitions**
   a. Affordable Housing – Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income.
   b. Designated Applicant – An organization or individual (contractor, developer, property manager, etc.) that has been authorized by a property owner to act on the property owner's behalf for the purpose of applying for and managing incentives in the EV Ready Program, including directly receiving incentives upon project completion (if desired), and has submitted a fully signed Designated Applicant form.
   c. Employee Parking – Parking that is assigned or dedicated to employee or fleet parking only and not accessible by the general public.
   d. EVSE – Electric vehicle supply equipment. Conductors, including ungrounded, grounded, and equipment grounding conductors, and the EV connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the EV (NFPA 70-2017, Article 625).
   e. EV charging Port – a 120V – 240V AC outlet or J1772 connector on an EVSE which charges one vehicle at a time.
   f. EV charging infrastructure – refers to all electrical infrastructure, including, electrical panels, circuits, wire, conduit, raceway, and other materials required to bring power from a panel to an EV charging port, and the EV charging port, or electric vehicle supply equipment.
   g. Electric Vehicle Service Provider (EVSP) – An EVSP provides the connectivity across a network of charging stations. Connecting to a central server, they manage the software, database, and communication interfaces that enable operation of the station.
   h. Level 1 (L1) Outlet – Level 1 outlets offer charging through a 120V AC circuit, providing about 50 – 60 miles of range over a 12-hour overnight charge. EV drivers bring their own charging cord.
   i. Level 2 (L2) Outlet – Level 2 outlets offer charging through a 208 – 240V AC circuit, providing about 12 – 24 miles of range per hour. EV drivers bring their own charging cord.
   j. L2 Charging Stations, L2 EVSE, or L2 Charge Ports – charging stations that offer charging on a 208V – 240V AC circuit, providing about 12-24 miles of range per hour. EV drivers plug the charger's cord into their vehicle.
   k. Make Ready Ports – Projects that build, construct, and install the electrical infrastructure, including transformers, panels or panel capacity, and conduit required for an EV charging port, but do not install the EVSE. Make Ready Port incentives are meant to encourage customers to future-proof their site for additional EV charging ports to be installed later.
   l. Multi-Unit Dwelling (MUD) – Multi-family residential buildings with four or more residential units.
   m. Publicly Accessible – Charging that any EV driver can reasonably access during normal hours without special permissions or other restrictions.

2. Program Segments & Funding

a. Eligibility

Summary of Eligible Property and Project Types

Measure Type	Multi-Unit Dwellings	Non-Residential
L1 or L2 Outlet	Eligible	Eligible
L2 Charging Stations	Eligible	Eligible
Main Panel Upgrade	Eligible	Not Eligible
Make Ready Project	Eligible	Eligible

Eligible Residential Locations

- All multi-family housing (apartments, condos, etc.) with 4 or more housing units. Assigned parking spaces are eligible, as long as they are not located inside private, dedicated garages with access to only a single residential unit (see "Parking Type" below for more details and exceptions).
- Manufactured housing is eligible if master metered. If the housing is not master metered (each home has its own electrical meter), it must meet the "Parking Type" eligibility below. Private garages or driveways that are immediately adjacent to a home with its own meter are not eligible.

Eligible Non-Residential Locations

- Employee Parking, including fleet, does not need to be publicly accessible.
- All Publicly Accessible Non-Residential Locations
    - Retail, restaurants, schools, hotels, malls, parking garages, curbside charging, etc., must be open to the general public.
    - Government locations such as parks, libraries, government offices, city/county-owned garages, etc., must be open to the general public.
    - Location does not need to be accessible to the public 24/7 or all days, but needs to be reasonably available to any EV driver. Chargers cannot be behind a secured gate, require special permissions, or available only to specific people (e.g. employees, customers, or guests, etc. only).

To be eligible for program funding, *all* projects must comply with the following requirements:

1. Property is located within San Mateo County or the City of Los Banos.
2. EV charging infrastructure will be connected to a meter associated with an active Peninsula Clean Energy customer account.
    a. **EXCEPTION:** If the site is a MUD, then the stations may be installed on a non-Peninsula Clean Energy meter, provided the main or primary building meter is associated with a Peninsula Clean Energy account.
3. All work performed on projects under this agreement must be performed by contractor companies that hold a valid California C-10 license. PCEA reserves the right to amend and change contractor requirements at any point during the program.
4. Installations must comply with all federal, state, and municipal laws, ordinances, rules, codes, standards, and regulations.
5. Funds are not retroactively available to projects where the equipment was already purchased, or installation costs have been incurred, prior to approval by Peninsula Clean Energy.
6. Installations must be voluntary and surplus—charging stations that are required to be installed by a regulation, local ordinance, building code, or other legal obligations (e.g., legal settlement, condition

of lease agreement or use permit, EV-readiness ordinance) are NOT eligible, except for installations at Affordable Housing and public agencies.

7. Installations must be adding additional EV charging infrastructure. Replacement of existing charging equipment, whether operable or inoperable, is not eligible.
8. Parking Type: Installations cannot be located inside private garages with access to only a single residential unit. All other parking types are eligible.
    a. Assigned parking spaces are eligible.
    b. Private garages that are only accessible by a single residential unit are not eligible, unless electricity to this area is provided by a common/shared electrical meter and not the electrical meter associated with the residential unit that is utilizing that private garage.

b. Affordable Housing Funds Reservation

The program will reserve $1 million towards Affordable Housing charging installation projects, including at both existing Affordable Housing and new construction projects. Funding will be protected for up to 2 program years after which the allocation of funds will be re-assessed and any unreserved funds may be reallocated to the program funding pool and be eligible to fund other projects.

c. Multi-Unit Dwellings Funds Reservation

The program will reserve $3.5 million towards charging installation projects at MUD properties, inclusive of the $1 million reserved for Affordable Housing projects. Funding will be protected for up to 2 program years after which the allocation of funds will be re-assessed and any unreserved funds may be reallocated to the program funding pool and be eligible to fund other projects.

d. Public Agency Funds Reservation

The program will reserve $1.5 million toward charging installation projects at public agency properties. Funding will be protected for up to the beginning of Q4 2023 after which the allocation of funds will be re-assessed and any unreserved funds may be reallocated to the program funding pool and be eligible to fund other projects.

e. Combining Incentives

Installations may be eligible for additional funding programs such as CALeVIP, BAAQMD Charge! Program, etc. When customers combine incentives from multiple sources, Peninsula Clean Energy Incentives may be reduced so total incentives do not exceed the applicable caps indicated in the incentive table below.

3. EV Charging Equipment Requirements

a. Level 1 or Level 2 Outlet (110/120V or 208 – 240V, 15A – 50A circuit)
   i. Hardware Requirements
      1. Power Supply: 1.4 kW minimum
      2. NEMA 110/120V or 208 – 240V receptable, heavy duty, commercial, or industry grade
      3. Ground Fault Circuit Interrupter (GFCI) receptacle
      4. Must meet indoor or outdoor NEC requirements per installation location
   ii. Operational Requirement
      1. Mandatory 3-year operation period

b. Level 2 Charging Station (208 – 240V, 20A – 80A circuit)
   i. Hardware Requirements
      1. SAE J1772 or North American Charging Standard (NACS)/SAE J3400 connector
      2. NEMA 3R rated (outdoor rated hardware) minimum
      3. Hardware must be new. No refurnished or repurposed equipment can be installed (e.g., equipment previously used as display or returned)
   ii. Software Requirement
      1. If software is utilized, it must use an open standard protocol, such as Open Charge Point Protocol (OCPP)
   iii. Operational Requirement
      1. Mandatory 3-year operation period

c. Make Ready Spaces

The EV Ready Program provides funding to create Make Ready Spaces by installing future-proof infrastructure to support additional EV charging ports in the future. Eligible expenses for Make Ready Spaces include hardware such transformers, panels or panel capacity, and conduit, the labor costs associated with these projects, and permit costs, subject to site eligibility, incentive levels, and site caps, outlined further in the section below.

4. Incentive Amounts

Property Category	Property Type	Measure Type	Port Incentive	Applicable Cap[1]
Existing Building	Multi-Unit Dwelling	L1 or L2 outlet	$2,000	No cap
		L2 charging station port	$5,500	Up to 75% of project cost, maximum $90,000 per property
		Main panel upgrade[2]	$5,000	Up to $5,000 per property
	Affordable Housing Multi-Unit Dwelling	L1 or L2 outlet	$2,500	No cap
		L2 charging station port	$5,500	Up to 100% of project cost, maximum $90,000 per property
		Main panel upgrade[2]	$5,000	Up to $5,000 per property
	Employee Parking	L1 or L2 outlet	$2,000	No cap
		L2 charging station port	$5,000	Up to 75% of project cost, maximum $90,000 per property
	All Publicly Accessible Non-Residential Locations[3]	L1 or L2 outlet	$2,000	No cap
		L2 charging station port	$5,000	Up to 75% of project cost, no maximum
	Any	Make ready space[4]	$2,000	Up to $20,000 per property
New Construction[6]	Market Rate Multi-Unit Dwelling *(Above Code[5])*	L1 or L2 outlet	$1,000	No cap
		L2 charging station port	$2,000	Up to $40,000 per property
	Affordable Housing Multi-Unit Dwelling	L1 or L2 outlet	$1,500	No cap
		L2 charging station port	$2,500	Up to $100,000 per property
	Public Agency	L1 or L2 outlet	$1,000	No cap
		L2 charging station port	$2,000	Up to $250,000 per property

[1] Maximum incentive award is up to 100% of project cost – maximum port incentive or applicable cost, whichever is less, unless otherwise stated

[2] Must install 4 or more ports to be eligible for the main panel upgrade incentive.

[3] Publicly-Accessible Non-residential locations are defined in Section 2 Program Segments & Funding.

[4] Can not be layered with L2 incentives from other programs to fund the same port.

[5] Market rate above code incentive covers *voluntary and surplus* charging stations from those required to be installed by a regulation, local ordinance, building code, or other legal obligations.

[6] If a new construction project is a multi-use site and is eligible for multiple incentive categories, the site owner must select which property type category and corresponding incentive structure to apply for.

5. Eligible Project Costs

All incentives are capped at a percentage of project costs. Project costs can only include the monetary cost required to install the EV charging infrastructure included within the project scope. Peninsula Clean Energy requires itemized invoices fully documenting the project costs prior to issuing the incentive payment. The following costs are considered eligible project costs when determining the incentive cap:

- Utility service upgrades, net of any utility service allowance
- Design & engineering services
- EV charging infrastructure hardware (EV charging stations and outlets)
- Networking or subscription costs, as applicable
- Service, warranty, and O&M agreements associated with EV charging infrastructure, as applicable
- Costs associated with extended Wi-Fi or cell connectivity for EV charging infrastructure, as applicable
- Installation costs
    - Materials (conduit, panels, wire, etc.)
    - Labor
    - Civil (trenching, backfill, curb cutting, etc.)
- Project signage
- Required ADA upgrades due to charging project
- Load management, power sharing equipment, charge controller, energy management systems, etc. associated with the EV charging infrastructure, as applicable
- Permit fees
- Adder Hardware
    - Networked L1 charging management systems; for example, networked energy monitors, energy controllers, or outlets added to the project to create a networked L1 charging station

6. Funds Reservation Period

The Funds Reservation Period begins when Peninsula Clean Energy approves an incentives application. All project applications approved for an incentive rebate must submit a preliminary site plan within 60 days from the beginning of the Funds Reservation Period that outlines the total number and type of EV charging infrastructure to be installed and approximate location within the property. For project applications through a Designated Applicant, the applicant must show evidence that the preliminary site plan has been approved by the property owner or site host. **Applicants that do not provide a preliminary site plan within 60 days of the Funds Reservation period will be cancelled at Peninsula Clean Energy's discretion.** Projects receiving technical assistance from Peninsula Clean Energy do not need to provide a preliminary site plan.

All project applications approved for an incentive rebate must also be completed and submit an Installation Verification Form to Peninsula Clean Energy within the timeline outlined below. Peninsula Clean Energy reserves the right to extend the Funds Reservation Period or progress milestones at its discretion.

<table>
<tr><th>Property Category</th><th>Property Type</th><th>Unit Type</th><th>Funds Reservation Period</th></tr>
<tr><td rowspan="7">Existing</td><td rowspan="2">Multi-Unit Dwelling</td><td>L1 outlet</td><td rowspan="2">270 days</td></tr>
<tr><td>L2 charging station port</td></tr>
<tr><td rowspan="2">Affordable Housing Multi-Unit Dwelling</td><td>L1 outlet</td><td rowspan="2">365 days (12 months)</td></tr>
<tr><td>L2 charging station port</td></tr>
<tr><td rowspan="2">Employee Parking & All Publicly Accessible Non-Residential Locations</td><td>L1 outlet</td><td rowspan="3">270 days</td></tr>
<tr><td>L2 charging station port</td></tr>
<tr><td>Any</td><td>Make Ready circuit</td></tr>
<tr><td rowspan="5">New</td><td rowspan="2">Market Rate Multi-Unit Dwelling (Above Code)</td><td>L1 outlet</td><td rowspan="2">Reservation period: 2 years
Required progress milestones to maintain the reservation:
• Design drawing showing scope of EV charging by 6 months, and
• Copy of approved building permit by 12 months</td></tr>
<tr><td>L2 charging station port</td></tr>
<tr><td rowspan="2">Affordable Housing Multi-Unit Dwelling</td><td>L1 outlet</td><td rowspan="2">Reservation Period: 3 years
Required progress milestones to maintain reservation:
• Submit confirmation of "Notice to Proceed" documentation</td></tr>
<tr><td>L2 charging station port</td></tr>
<tr><td rowspan="2">Public Agency</td><td>L1 Outlet</td><td rowspan="2">365 days (12 months)</td></tr>
<tr><td>L2 EVSE Port</td></tr>
</table>

7. Required Installation Verification Documents

To receive rebate reimbursement, applicants must complete the Installation Verification Form, which will be sent via email after the funds have been reserved. Incomplete applications may delay payment.

1. Purchase invoice for equipment. Invoice must be marked as paid.
2. Purchase invoice for all installation costs. Invoice must be marked as paid.
    i. If the project required a panel upgrade, the invoice must explicitly list this cost in a separate line item and only include those hardware or installation costs associated with the panel, if possible. Otherwise, before and after photos of the panel upgrade are required.
3. Design invoice for engineering and design costs.
4. Copy of permits from local agency and (if applicable) utility permits/service orders
5. Pictures of the following:
    i. At least 2 photos of installed and operational EV Charging ports, which also clearly displays PCEA labeling (to be provided by PCEA to the site)
    ii. Photos of equipment serial numbers
    iii. If the project required a panel upgrade, please provide a picture of the new panel displaying all the circuits and a picture of the pre-existing panel.
6. Invoice for networking or subscription fees, if applicable. Invoice must be marked as paid.
7. Invoice for operation and maintenance contract, if applicable. Invoice must be parked as paid.
8. Authority Having Jurisdiction on electrical inspections Inspection Card, including inspector sign-off.

PCE reserves the right to request additional documentation as needed for demonstration of compliance with program requirements and audit Customer documents and attestations at its sole discretion.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 8, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Rafael Reyes, Senior Director of Energy Programs

SUBJECT: Approval of Member Agency Energy Grant Agreements

RECOMMENDATION

Approval of Agreements with 9 member agencies for an amount totaling $4,364,680 for clean energy and electrification projects under the Member Agency Energy Grants program, funded through the 2023 surplus funds allocation.

BACKGROUND

Peninsula Clean Energy's mission is to expand access to sustainable and affordable energy solutions. As part of that mission, in December 2023, the Board approved a package of customer rebates and community reinvestments totaling $68 million. The community reinvestments, funded by FY 2023 surplus funds, included the creation of the Member Agency Energy Grants.

The Member Agency Energy Grants are a one-time allocation of $11.5 million for self-directed member agency projects consistent with Peninsula Clean Energy's mission. The funds available for each member agency were determined by formula, taking the maximum of either percentage of customers or percentage of load within that jurisdiction. The program opened in February 2024.

DISCUSSION

Nine member agencies have submitted proposals at this time for a range of projects. The agencies, their allocation, and intended projects are listed below.

City	Allocation	Project
Burlingame	$540,317	Leaf blower incentive, parks equip electrification
Foster City	$551,232	Community Center energy features/upgrades
Half Moon Bay	$155,068	Solar system, EV charging, electrification of City facilities
Los Banos	$422,711	City HVAC replacement to heat pump systems

Millbrae	$302,056	Streetlights, EV charging, landscape equipment incentives
Pacifica	$475,666	EV charging
San Bruno	$506,409	Streetlights replacement
San Carlos	$457,832	Solar system
South San Francisco	$1,263,372	Streetlights replacement

Burlingame has elected to submit for a portion of their total allocation and will submit additional projects at a later date. All other agencies have submitted for their entire allocation. Agencies have twenty-four (24) months to complete their projects and funding is released in two tranches, fifty-percent (50%) up front and the balance of funds at the conclusion with documentation of expenses. Some projects will layer with other PCE programs such as EV charging incentives. Legal counsel advised that these grants constitute a contract with the member agency and require Board approval due to exceeding the new approval threshold of $250,000 each.

The agreements are in various stages of review and approval within each agency.

FISCAL IMPACT

Funding for this program is included in the Board-approved Community Energy Programs budget.

ATTACHMENTS:
PCE-Burlingame Energy Grant Contract_executed.pdf
PCE-Foster City Energy Grant Contract - 2024.07.pdf
PCE-HMB Energy Grant Contract - final.pdf
PCE-Los Banos Energy Grant Contract - 2024.04.pdf
PCE-Millbrae Energy Grant Contract - w proposals.pdf
PCE-Pacifica Energy Grant Contract - 2024.07.pdf
PCE-San Bruno Energy Grant Contract.pdf
PCE-SSF Energy Grant Contract.pdf
San Carlos-PCE Energy Grant Contract.pdf

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF MEMBER AGENCY ENERGY GRANT AGREEMENTS

RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE AGREEMENTS WITH 9 MEMBER AGENCIES FOR AN AMOUNT TOTALING $4,364,680 FOR CLEAN ENERGY PROJECTS UNDER THE MEMBER AGENCY ENERGY GRANTS FROM 2023 SURPLUS FUNDS

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

WHEREAS, Peninsula Clean Energy was formed on February 29, 2016; and

WHEREAS, in December 2023, the Peninsula Clean Energy Board of Directors approved the Member Agency Energy Grants as part of a set of rebates and community investments from surplus funds; and

WHEREAS, ten (10) member agencies have submitted approved projects consistent with program guidelines; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute the Agreements for approved Member Agency Energy Grants.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to execute nine (9) Agreements in Approval of agreements with member agencies for an amount totaling $4,364,680 for clean energy projects under the Member Agency Energy Grants in a form approved by the General Counsel.

* * * * * *

Docusign Envelope ID: E59776FA-586D-4335-8998-AA321F403CDF

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF BURLINGAME FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of July, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Burlingame, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed Two Hundred And Twenty Thousand Dollars ($220,000). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024, through June 30, 2026.

5. Relationship of Parties

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Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

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The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

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This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title: Lisa K. Goldman, City Manager
Address: 501 Primrose Road, Burlingame, CA 94010
Telephone: 650-558-7204
Email: lgoldman@burlingame.org

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14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of Burlingame
_____	Lisa K. Goldman C
Chief Operating Officer, Peninsula Clean Energy Authority	Title: City Manager
Date:_____	Date: 7/17/2024

Docusign Envelope ID: E59776FA-586D-4335-8998-AA321F403CDF

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following projects:

Project #1: Electric Leaf Blower Rebate Project

See attached proposal as submitted by

Submittal Date: May 28, 2024

Point of contact name: Sigalle Michael

Point of contact role/title: Sustainability Program Manager

Point of contact email: smichael@burlingame.org

Project #2: Municipal Landscaping Equipment Electrification

See attached proposal as submitted by

Submittal Date: June 3, 2024

Point of contact name: Sigalle Michael

Point of contact role/title: Sustainability Program Manager

Point of contact email: smichael@burlingame.org

Docusign Envelope ID: E59776FA-586D-4335-8998-AA321F403CDF

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $110,000. Upon execution of this contract

2. Second payment: $110,000. Upon receipt of project invoices for Eligible Project Expenses of $220,000 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

Electric Leaf Blower Rebate Project Proposal

City of Burlingame

Peninsula Clean Energy Member Agency Energy Grants

Overview & Description

The City of Burlingame is creating a new Electric Leaf Blower Rebate Program to offer Burlingame residents and commercial landscapers a rebate for the purchase of a new electric leaf blower and/or associated battery and charging equipment. The City recently updated its Leaf Blower Ordinance to prohibit the use of gas leaf blowers starting July 1, 2024. An electric leaf blower rebate program will support the City's leaf blower ban and encourage residents and commercial landscapers to make the switch to electric leaf blowers. The purpose of the ban and rebate program is to reduce emissions from landscape equipment.

Outcomes & Benefit

The intention of the program is to encourage residents and landscapers to invest in electric leaf blowers by reducing the cost of the purchase with a rebate. Compared to gas leaf blowers, electric leaf blowers are significantly quieter to use, have zero exhaust emissions, and do not generate greenhouse gas emissions. The program will support the City's gas leaf blower ban by making it easier for residents and commercial landscapers to switch to electric equipment.

Budget

The City is requesting a grant of $40,000 to fund the program for two years. We estimate the following spending for the program but reserve the option to reallocate the funding as needed based on demand and feedback.

Electric Leaf Blower Rebate Program Budget:

ITEM	COST
Outreach: - Flyers mailed to residents - Flyers to hand out to commercial landscapers - Misc. other printed materials (such as, yard signs)	$5,000
Rebate for Residents: - $100 rebate (or up to the cost of an electric leaf blower equipment if less than $100) - Fund about 150 rebates	$15,000
Rebates for Commercial Landscapers: - $500 rebate (or up to the cost of an electric leaf blower equipment if less than $500) - Fund about 40 rebates	$20,000
TOTAL PROGRAM COST	**$40,000**

Timeline

We would like to launch the electric leaf blower rebate program by or around July 1, 2024 – the start date of the City's gas leaf blower prohibition.

Timeline	Task
May – July 2024	• Mail flyer announcing gas leaf blower bas as insert in City's water bill statement. •
May 2024	• Apply for PCE Member Agency grant and confirm funding. • Prepare rebate form and update website.
June 2024 – July 2024	• Launch rebate program. • Outreach across social media and community networks including the Citizens Environmental Council, and Chamber of Commerce. • City to receive up-front funding of $20,000.
July 2024- July 2026	• Review rebate applications and distribute rebate funding. • Monitor and track rebate use. • Report ongoing progress.
July 2026	• City to receive second post completion funding of $20,000 or the amount distributed in rebates if less than $20,000

Contact

The primary contact for this program is Sigalle Michael, Sustainability Program Manager at 650-558-7274; smichael@burlingame.org

Exhibits

- Program flyer in English and Spanish
- Program application form.

GAS LEAF BLOWERS PROHIBITED

STARTING JULY 1, 2024



ORDINANCE UPDATE:

Residents should inform their gardeners about the upcoming gas leaf blower ban. After July 1, 2024, gas leaf blowers may not be used.

Burlingame's leaf blower day of the week schedule remains in effect and is unchanged.

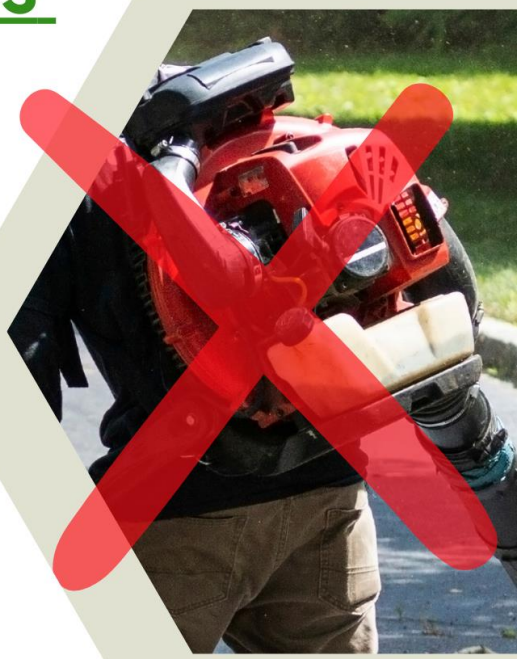


Electric leaf blowers offer a less polluting and quieter alternative.

Rebates for purchasing electric leaf blowers are coming soon! Stay informed here:

www.burlingame.org/leafblowers

LOS SOPLADORES DE HOJAS DE GAS ESTARÁN PROHIBIDOS EMPEZANDO 1°de Julio del 2024



ACTUALIZACION DE LA ORDENAZA:

Residentes deben informar a sus jardineros sobre la próxima prohibición de los sopladores de hojas de gas. Después del 1°de Julio del 2024 no se podrán utilizar sopladores de hojas de gas.

El horario y día de la semana en cual se puede utilizar los sopladores de hojas (solo eléctricos) en Burlingame sigue vigente y no ha cambiado.



1 hour leaf blower use = driving 1100 miles from LA to Denver

Los sopladores de hojas eléctricos generan menos contaminantes y menos ruido.

¡Pronto llegarán mas detalles sobre reembolsos por la compra de sopladores de hojas eléctricos!
Mantente informado aquí:

www.burlingame.org/leafblowers

City of Burlingame
Electric Leaf Blower Rebate Program

Rebate Amount	Rebates are for one newly purchased electric leaf blower and/or associated batteries and charger. **Burlingame Residents:** $100 or up to the cost of an electric leaf blower and/or associated batteries and charger if less than $100. **Commercial Landscapers:** $500 or up to the cost of an electric leaf blower and/or associated batteries and charger if less than $500.
Terms and Conditions	• Applicant must be a resident of Burlingame or have an active Burlingame business license. Residents must include a copy of a utility bill as proof of residency. Commercial landscapers must provide an active Burlingame business license. • Single rebate permitted per residential household and Burlingame business license. • Applications must be submitted within 90 days of electric leaf blower equipment purchase date. • Applicants must provide a copy of the original equipment receipt and a photo of the equipment or equipment box that shows it matches with the receipt. • Rebates are distributed on a first-come first-served basis and are subject to availability of funds. Rebates may take several weeks to process. • Rebates will be issued as a check delivered to the address listed in the application.
Application Checklist	◯ I completed and signed the rebate application. ◯ I included a copy of my utility bill or active Burlingame business license. ◯ I included a copy of the original electric leaf blower equipment receipt. ◯ I included a photo of the electric leaf blower equipment and/or box showing equipment name that matches with receipt.
Application Submittal	Email to: sustainability@burlingame.org or Mail/drop off: Sustainability, City of Burlingame, 501 Primrose Road, Burlingame, CA 94010

www.burlingame.org/leafblowers

Questions? 650-558-7274 or sustainability@burlingame.org

City of Burlingame
Electric Leaf Blower Rebate Program Application

Date: _____	**Rebate type:** ◯ Residential ◯ Commercial Landscaper
Applicant Information	Name: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____ Email: _____ Phone Number: _____ How did you hear about this program? _____ <u>For Residents</u> Residential Utility Account Number: _____ Account name (if different than applicant): _____ <u>For Commercial Landscapers</u> Name of Business: _____ Burlingame Business License Number: _____
Disclaimer	The undersigned expresssly agrees that the City of Burlingame: 1) does not guarantee the performance of any leaf blower; 2) does not warranty any leaf blower to be free of defects; and 3) does not warrant the quality of workmanship, or the suitability of any leaf blower for use. Applicant has read, understands, and agrees to the terms and conditions listed on the Electric Leaf Blower Rebate Program application. The City of Burlingame reserves the right to change the terms of the rebate offer at any time. ◯ I have read, understand, and agree to the terms and conditions of this rebate program. **Signature of Applicant:** _____ **Date:** _____
Submission	Email completed application, including copy of utility bill or active Burlingame business license, copy of electric leaf blower equipment purchase receipt, and photo of equipment or equipment box that matches receipt to: sustainability@burlingame.org or Mail/drop off: Sustainability, City of Burlingame, 501 Primrose Road, CA 94010

www.burlingame.org/leafblowers

Questions? 650-558-7274 or sustainability@burlingame.org

Municipal Landscaping Equipment Electrification

City of Burlingame

Peninsula Clean Energy Member Agency Energy Grants

Overview & Description

Since 2018, the Burlingame Parks Division has embraced the shift from fossil-fueled equipment to battery and electric-powered alternatives. This process has been limited by financial constraints. When budget has been allocated, Parks staff has sought to institute non-fossil-fueled alternatives. Thus far, the Burlingame Parks Division has converted approximately 25% of its small equipment to battery or electric alternatives. We are seeking $164,030 to convert an additional 45% of existing fossil-fueled equipment to non-combustion alternatives. These items have been identified for replacement because of technological advances in the industry that have provided viable non-combustion alternatives. These are also pieces of equipment that staff use in great frequency.

Outcomes & Benefit

Receiving the requested funding and replacing the identified equipment will significantly reduce the amount of emissions expelled into the climate through use of combustion-powered equipment. Smaller engines do not have the ability to reduce emitted pollutants through post-combustion exhaust mechanisms. Additionally, some pieces of equipment are powered by two-cycle engines that emanate atmospheric pollutants in much greater rates than other similar four-cycle engines. Long-term, this change will reduce the level of pollutants that equipment users and community members encounter.

Budget

We have identified 45 pieces of combustion-powered equipment that are suitable for replacement with battery or electric-powered equipment. These include:

Product	Quant.	Cost	Replacing what equipment?
Multi-tool head Cordless Kombi Motor	3	$1,200	Replace (2-cycle)gas-powered power unit
Walk-behind blower	3	$6,600	Replace three gas-powered walk-behind blowers
Small chainsaws (battery and charger)	10	$12,000	Replace ten (2-cycle) gas-powered chainsaws
Pole chainsaw (tool only)	4	$2,600	Replace four (2-cycle) gas-powered pole chainsaws
GrandStand Revolution 52" stand-on mower	1	$33,000	Replace existing gas-powered mower
Hedge trimmer, 145 degree	6	$3,300	Replace existing (2-cycle) gas-powered hedges hear
FSA 135 R cordless trimmer	8	$3,720	Replace existing (2-cycle) gas-powered weed whip
FCA 140 cordless lawn edger	3	$1,500	Replace existing gas-powered edger
AL 301 4 multi charger	1	$350	Support new battery powered equipment
Stihl interchangeable batteries (500C)	3	$1,395	Support new battery powered equipment
35" 69 Gal Auto Ride-On Industrial Floor Scrubber	1	$11,986	Reduce need for utilizing gas pressure washers
Zeronox Tuatara EV utility terrain vehicle	1	$46,767	Replace existing gas-powered Yamaha UTV
Z Master Revolution 60"	1	$39,612	Replace existing gas-powered mower
	TOTAL	***$164,030***	

Timeline

The Parks Division believes these purchases can be completed within one year of grant award, pending supply availability. Staff has recently verified current availability with respective suppliers.

Contact

The primary contact for this program is Sigalle Michael, Sustainability Program Manager, at 650-558-7274; smichael@burlingame.org

Richard Holtz, Parks Superintendent/City Arborist, will manage the implementation of this grant project. His contact information is 650-759-3126, rholtz@burlingame.org

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF FOSTER CITY FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of August, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Foster City, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed five hundred and fifty-one thousand, two hundred and thirty-two dollars ($551,232). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Aug. 1, 2024, through July 31, 2026.

5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title:
Address:
Telephone:
Email:

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of Foster City
_____	_____
Chief Operating Officer, Peninsula Clean Energy Authority	Title: _____
Date:_____	Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal as submitted by

Submittal Date:	June 4, 2024 (updated July 31, 2024)
Point of contact name:	Estelle Gobrera
Point of contact role/title:	Management Analyst
Point of contact email:	egobrera@fostercity.org

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $275,616. Upon execution of this contract

2. Second payment: $275,616. Upon receipt of project invoices for Eligible Project Expenses of $551,232 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

- [account name]
- [financial institution]
- [routing number]
- [account number]
- [account type]

City of Foster City Recreation Center Master Plan Project (CIP 301-678)

Member Agency Energy Grant Program Application

1. Overview and Description

The Foster City Recreation Center is nearly 50 years old and requires reconstruction to address structural, seismic, City's resiliency goals, and community programmatic needs, as well as enhance emergency response readiness. To address these needs, the Foster City Capital Improvement Project (CIP 301-678) aims to replace the existing Recreation Center. The project will use a build to-budget approach, intending to construct the new facility on the site of the current building.

In November 2022, the City Council awarded the professional design, bidding, and construction support services to Group 4 Architecture, Research + Planning, Inc. (Group 4). Subsequently, in March 2023, the City Council awarded the construction management and support services to Griffin Structures. Construction is scheduled to begin in September 2024. In alignment with the City's Climate Action Plan, the project is on track to minimally achieve LEED Silver certification but ultimately is positioned to achieve LEED Platinum and/ meet net-zero Carbon standards, which grant funds would help achieve.

The project team's disciplined approach to sustainable design has the building designed to achieve a LEED Silver certification with the possibility of achieving LEED Gold of Platinum with the addition of photovoltaics. The following list summarizes strategies for each of the LEED categories.

Schematic Design LEED Checklist



2. Outcomes and Benefits

The primary objective of the Recreation Center Rebuild Project (Project) is to establish a state-of-the-art facility designed to meet the community's current and future recreational needs. The construction and maintenance of the new Recreation Center will strictly adhere to the provisions outlined in the California Health and Safety Code sections 16000 through 16022, as well as the California Building Standards, guaranteeing a structurally sound building upon completion.

The Project was informed by extensive community input at multiple stages of the design process to inform the building program and design. This input included 2 rounds of community engagement with nearly 2,000 responses from online surveys, open houses, intercept kiosks at community events, task force meetings, and public meetings. The community's feedback was integrated into the design of the project to ensure alignment with community needs, values, and preferences.

In addition, the Project offers a unique opportunity to advance the City Council's Innovation and Sustainability and Climate Action Plan goals. The City is on track to minimally achieve LEED Silver certification for the new all-electric Recreation Center building. With the goal of ultimately reaching zero net carbon, the Project has been designed to be photovoltaic ready with battery back-up as a bid alternate and to have the potential to expand electric vehicle charging beyond those installed on day one. The addition of a photovoltaic system, which is currently a bid alternate on the construction bid documents, would allow the project to meet requirements for LEED Gold, potentially Platinum and meet net-zero carbon performance. This goal will be accomplished with the support of the requested grant funding from Peninsula Clean Energy. The architect's construction estimate for the photovoltaic array is approximately $1.5 million to $1.7 million.

The Recreation Center design also includes Energy Related Systems for lighting controls. In the event the bid alternate for a photovoltaic system is not incorporated, grant funds would be utilized for the energy-saving lighting controls. The estimate for this system is $646,350 (without markups).

3. Budget

The City Council has approved funding in the amount of $55,374,250 to the Project (CIP 301-678). The remainder of the funding needed for the current Project budget estimate of $64,958,000 is planned to be appropriated in the FY 2024-2025 budget to be adopted by the City Council on June 17, 2024. The final Project budget will be determined by the bidding and the award of a construction contract. Grant funding from Peninsula Clean Energy will be used to offset the cost for the photovoltaic system bid alternate which will provide alternative energy for the building and help the City lead by example to achieve its sustainability goals with a higher LEED certification and potential for a LEED Zero Carbon building.

- PVs w/o energy backup (Bid Alternate): $1,737,242 (includes markups)

135						
136	ALTERNATE E1: PHOTOVOLTAIC PANEL SYSTEM					
137						
138	PV system					
139	Solar panels (430W)	355	kW	3,800.00	1,349,000	
140						
141						
142	Subtotal				1,349,000	
143						
144	Mark-ups	28.78%			388,242	
145						
146	**ALTERNATE E1: PHOTOVOLTAIC PANEL SYSTEM**				**1,737,242**	**$43.86 / SF**

- PVs with energy backup (Bid Alternate): $1,737,242 + $884,203= $2,621,445 (includes markups)

160						
161	ALTERNATE E2: BATTERY SYSTEM					
162						
163	Add					
164	Delta 240SP batteries (528kWh)	1	EA	633,600.00	633,600	
165	Delta PCS125 power conversion system	1	EA	50,000.00	50,000	
166	AGETO ARC microgrid control	1	EA	3,000.00	3,000	
167						
168						
169	Subtotal				686,600	
170						
171	Mark-ups	28.78%			197,603	
172						
173	**ALTERNATE E2: BATTERY SYSTEM**				**884,203**	**$0 / SF**

In the event the bid alternate for a photovoltaic system is not incorporated, grant funds would be utilized for the Recreation Center energy-saving lighting control system.

Energy Related System:

- Lighting Controls only, sensors, wiring= $646,350 w/o markups

645	Occupancy sensor	24	EA	365.00	8,760
646	Room controller	26	EA	1,200.00	31,200
647	Plug load controller	10	EA	1,000.00	10,000
648	Network bridge	27	EA	1,000.00	27,000
649	Emergency light controller	18	EA	1,400.00	25,200
650	Containment and branch wiring	19,230	LF	18.00	346,140
651	Lighting controls	39,610	SF	5.00	198,050

4. Timeline

June – July 2024:	Bid and Award to Contractor for Demolition and Construction of new Recreation Center
August 19,2024:	Recreation Center closes
Fall 2024 – Summer 2026:	Construction
Summer 2026:	Projected Grand Opening of new Recreation Center. With spaces for small, medium, and large-scale classes, meetings and events, the new facility will provide a vibrant hub of activity for our community.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF HALF MOON BAY FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of August, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Half Moon Bay, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

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Exhibit A—Project Description
Exhibit B—Grant Distribution

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In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed one hundred and fifty-five thousand and sixty-eight dollars ($155,068). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

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5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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8. Insurance

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9. Compliance With Laws

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Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title: Maziar Bozorginia, Director of Public Works
Address: 501 Main St, Half Moon Bay, CA 94019
Telephone: 650-726-8910
Email: mbozorginia@hmbcity.com

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of Half Moon Bay
_____	_____
Chief Operating Officer, Peninsula Clean Energy Authority	Title: _____
Date:_____	Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal as submitted by

Submittal Date:	July 15, 2024
Point of contact name:	Helen Wolter
Point of contact role/title:	Sr. Sustainability Management Analyst
Point of contact email:	hwolter@hmbcity.com

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $77,534. Upon execution of this contract

2. Second payment: $77,534. Upon receipt of project invoices for Eligible Project Expenses of $155,068 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

PCE Member Agency Application Questions
City of Half Moon Bay
July 15, 2024

Overview and description:

The City of Half Moon Bay's Municipal Energy Improvement Project is a citywide comprehensive electrification/clean energy project that works to decarbonize all City of Half Moon Bay (City) facilities, therefore decreasing greenhouse gas emissions, while concurrently saving money in utility costs for taxpayers.

The City of Half Moon Bay aims to electrify all municipal facilities to update the City's energy related operations to be as efficient as possible while reducing greenhouse gas emissions stemming from City operations. Both goals were formally adopted in the City's Climate Action and Adaptation Plan (CAAP) Phase 1 in December 2023. Specifically, the project's goals meet the City's stated CAPPs goals:

- **ME-1:** Employ carbon-free electricity for all municipal operations and increase supply of local, renewable energy supply at municipal facilities.
- **ME-2:** Electrify all municipal facilities by 2025.
- **ME-3:** Increase the energy efficiency of all municipal facilities and operations.

The scope of the Municipal Energy Improvement Project includes two solar photovoltaic (PV) installations, Public/City EV charging, and electrification of various facilities throughout the City. This comprehensive approach plan enables the City to leverage energy savings for related projects by combining various components into a single project. As a result, the City can leverage the greatest number of incentives and accomplish related goals at once, thereby creating a more efficient effort than if the City were to undertake the projects individually.

The following City facilities have been evaluated for solar photovoltaic potential plus clean energy upgrades. All are expected to be included in the final scoping of the project:

Facility #1: City Hall - 501 Main Street, Half Moon Bay, CA 94019

Equipment/Scope:

- Solar PV: 40 kW-DC [rooftop and/or carport]
- Public EV charger to be co-located underneath solar canopy
- Repair and replace roofing insulation and membrane
- Replace 2 gas rooftop HVAC units with heat pump units

Facility #2: Sheriff Substation/Emergency Ops Center - 537 Kelly Avenue, Half Moon Bay, CA 94019

Equipment/Scope:

- Solar PV: 60 kW-DC [carport]

- Replace damaged electric heat pump with high efficiency heat pump unit

Facility #3: Ted Adcock Community Center - 535 Kelly Avenue, Half Moon Bay, CA 94019

Equipment/Scope:

- Replace gas heating system with rooftop heat pump unit
- Replace gas split system with heat pump split system unit
- Replace 100 gallon water heater DHW w/ 120 gallon HPHW
- Replace gas range/oven with commercial electric unit

Facility #4: Train Depot - 110 Higgins Canyon Road, Half Moon Bay, CA 94019

Equipment/Scope:

- Replace propane heater with split heat pump unit
- Replace 40-gallon tank type propane DHW with 40 tank type HPHW

Facility #5: HMB Corporation Yard - 880 Stone Pine Road, Half Moon Bay, CA 94019

Equipment/Scope:

- Replace gas split system with heat pump split system

In May 2024, the City Council authorized a contract with Willdan Energy Services for an audit of City facilities and cost estimates for energy improvements. The City considers completion of this contract Phase 1. The City seeks a comprehensive approach in which Phase 2 implementation would closely follow Phase 1. A single, large project is allowed by Government Code 4217 and according to staff projections, would save the City $1,500,000+ over 30 years. Such projections found that one large project created a more efficient effort than if the City were to undertake the projects individually. Additionally, the savings generated by the project then help to pay for the entire project and increase overall efficiency toward all stated goals.

The five buildings slated for upgrades are the backbone of what the City of Half Moon Bay offers its residents and are vital for city services, emergency operations, and community vitality. All facilities in this project are part of the fabric of the community and ensure the safety and well-being of residents.

These buildings provide residents the opportunity to meet with staff on their projects, ask questions about what is happening in their community, build friendships with their neighbours, play pickleball on their lunch breaks, ensure that the roads are safe and that the sewer lines operate - all while creating the policies we all live by.

Additionally, the City is the hub for many services available to the entire San Mateo Coast, particularly residents from lower income communities. The City hosts a medical clinic, food distribution, emergency services, foreign consulate support, English language support, and farmworker services. The City contracts with nine local safety net nonprofits who specialize in serving low-income and hard-to-reach populations often experiencing isolation such as aging and older adults and farmworkers. By updating Half Moon Bay's infrastructure, our

lower-income community members will benefit from cleaner air and reliable buildings and infrastructure on a daily basis and during times of emergency.

Outcomes and benefits:

The five buildings being updated are the backbone of what the City of Half Moon Bay offers its residents and are vital for city services, emergency operations, and community vitality. These buildings provide residents the opportunity to meet with staff on their projects, ask questions about what is happening in their community, build friendship with their neighbors, play pickleball on their lunch breaks, celebrate life events, ensure that the roads are safe and sewer lines operate - all while creating the policies we all live by.

Additionally, the project is anticipated to eliminate all fossil fuel use at the Half Moon Bay City Hall, Ted Adcock Community Center, Corp Yard, EOC/Sheriff Substation, and Train Depot facilities by converting natural gas and propane fueled equipment to electric alternatives thereby better serving residents while extending its operational capacity throughout the City with modern and efficient systems that are healthier for all.

The project will also generate clean renewable energy onsite with solar photovoltaics at City Hall and the EOC, add public electric vehicle charging capacity to the City Hall, and complete needed HVAC equipment upgrades at the EOC and roofing upgrades at the City Hall. This project is anticipated to result in 13.6 MT of annual CO2e reductions as well as save the City more than $1.5 M in energy costs over a 30-year period. All facilities in this project are part of the fabric of the community and ensure the safety and well-being of residents.

Lastly, but most urgently, there is a small window of opportunity to reduce carbon emissions that are already causing global warming with the associated extreme weather impacts. This project replaces antiquated and outdated gas-emitting technologies with carbon-free efficient appliances. Today is the day for a comprehensive project that will assist with meeting carbon emission reduction efforts.

Budget:

The municipal electrification project cost is estimated to be $1,341,137. The following is a break down of expected funding sources*:

Source	Amount
Half Moon Bay FY 23-24 Facility Budget as currently budgeted for this project.	$200,000
Peninsula Clean Energy Member Agency Energy Grant	$155,068
Peninsula Clean Energy GovBE Loan	$475,000
Tax-Exempt Lease Purchase Program (TELP) Loan	$511,069
TOTAL	**$1,341,137**

**This model assumes that the Gov BE grant application and the PCE Member Agency grant application are both successful. If needed, the TELP amount would increase to cover any funding gaps.*

Timeline:

The Half Moon Bay City Council approved a resolution covering the scope and proposed budget for an Energy Services Contract with Willdan Energy Solutions in May of 2024. All parties have approved the construction contract structure; the final scope design and pricing are nearing finalization. If the requested PCE funding is awarded, construction is anticipated to break ground in Fall 2024.

The following is the expected timeline for the project:

- **September 2024** - Scope development complete with finalized costs and savings:
- **October 2024** - Council approval of project and construction contract signed:
- **August 2025** - Substantial construction completion
- **September 2025** - Final closeout, including PG&E permission to operate for solar PV

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF LOS BANOS for MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1st day of May, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Los Banos, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed four hundred and twenty-two thousand, seven hundred and eleven dollars ($422,711). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 1, 2024, through April 30, 2026.

5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State,

and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title:
Address:
Telephone:
Email:

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of Los Banos
_____	_____
Chief Executive Officer, Peninsula Clean Energy Authority	Title: _____
Date:_____	Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached Proposal

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $211,356. Upon execution of this contract

2. Second payment: $211,355. Upon receipt of project invoices for Eligible Project Expenses of $422,711 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

- [account name]
- [financial institution]
- [routing number]
- [account number]
- [account type]

Peninsula Clean Energy

Member Agency Grant Application

City of Los Banos
At the Crossroads of California

Charles Bergson

Public Works Director

041224

1. Overview and Project Description

Overview

The City of Los Banos is located in the heart of California's central valley. With a population of 46,639, the City of Los Banos is Merced County's second largest city.

The City is planning to replace HVAC (Heating Ventilation and Air Conditioning) units that have exceeded their life cycle and no longer operating efficiently. To get this project completed, Peninsula Clean Energy has a Member Agency Grant with up to $422,711 available for the City of Los Banos. The City has coordinated with local HVAC contractors to install heat-pump HVAC units that will lower the City's carbon footprint and meet current efficiency standards.

1. Project Description

The City of Los Banos has developed a plan to replace our old HVAC units with new efficient and environmentally friendly alternatives. All HVAC units are currently R-22 and R-410A, with a gas-electric furnace for heating. The City is committed to lowering our carbon footprint by replacing gas-electric HVAC equipment with heat-pump units that will eliminate all natural gas combustion emissions.

The facilities manager of the City conducted an HVAC assessment and it was discovered that the majority of HVAC equipment is outdated and operating in an inefficient manner. With the assistance of local HVAC contractors a replacement plan has been developed.

The plan has two phases, the initial phase will replace approximately 10 gas-electric units with heat-pump heating units and the second phase will do the same with another 10 units being replaced. The total HVAC units to be replaced by this project will be approximately 20. The total number of units replaced can increase, if the budget permits.

2. Outcomes and Benefits

Outcomes

The current plan that has been developed, will insulate the City of Los Banos from future regulatory scrutiny. Global warming and climate change have revolutionized the manner in which local governments conduct business and the City's facility equipment upgrades are not an exception. It is no secret that Green Policies are making their way into municipal codes. The state of California has already implemented and is enforcing California Green code, which is the first-in-the-nation mandatory green building standards code.

This HVAC replacement plan will set the standard going forward and be the initial de-carbonization project of many to come. The city will lower their carbon footprint not only by eliminating natural gas combustion byproducts, but also by maximizing the consumption of clean energy from Peninsula Clean Energy.

Benefits

After the completion of this project the City will have lowered its operating cost by cutting natural gas bills significantly and will become resilient to any building regulatory changes that may come from the state level. It will also provide the City with safe and environmentally friendly means of heating and cooling for our facilities. The impact of this project will be felt by all departments of the city, by eliminating the financial burden of maintaining old HVAC units and their costly repairs. This will allow the city to continue to operate seamlessly for the residents of Los Banos.

3. Budget

The project will be broken down into 2 phases. The initial phase, phase 1 of the project will cost $211,355 and will be made up of the HVAC units in line item 6, 7, 8, 12, 13, 24, 26, 29 and 30, in accordance with the HVAC ASSESSMENT. Other line items will be added to this phase in chronological order, if the project cost of phase 1 can be maintained under $211,355.

Phase 2 of the project will be made up of the HVAC units in line item 32 (if not completed), 33, 34, 35, 39, 40, 44, 47, 48 and 50, other HVAC units will be added in chronological order from the HVAC ASSESSMENT, if the project cost of phase 2 can be maintained under $211,355. The Member agency grant funds will only be utilized for the replacement of gas burning HVAC units with heat-pump heating HVAC units.

4. Timeline

The completion time for this project can be executed in 12 months from the moment of funds being allocated to each City department respectively. HVAC units take approximately 1 week to install and most contractors have a 2 week lead time for equipment. The Proper organization and planning will make the completion of this project start to finish around 20 months from the moment of contract approval to closeout.

	HVAC ASSESSMENT					
	Location	Make	Serial#	Status	Comments	Cost
	Fire station 1	N/A	N/A	frunctional	Swamp cooler / pads need to be replaced	
	Fire station 1	Bryant	3821F47520	functional	3yrs old	
	Fire station 1	Bryant	582jp06a2a0aaa	functional	6yrs old	
	Fire station 1	Coleman	Dayy-f048n080	functional	15+ yrs old	25,000.00
	Fire station 1	Bard	140j072382253-02	functional	17yrs old	25,000.00
	Fire station 2	Carrier	38th036300	functional	30+ yrs old	25,000.00
	New PD	Captive/Mitsubishi	-	new	All new still under warranty will be conducting basic maintenance	
	City Hall	Bryant	0314c11337	functional	10yr old	
	City Hall	Bryant	1223c06053	functional	1yr old	
	City Hall	Bryant	3305g40668	functional	19yrs old	25,000.00
	City Hall	Bryant	1708g41325	functional	16 yrs old	25,000.00
	City Hall	Bryant	1018v20571	functional	6yrs old	
	City Hall	Bryant	4822p43738	functional	2 yrs old	
	City Hall	Bryant	0423c05668	functional	1 yr old	
	City Hall	Bryant	1223c06118	functional	1yr old	
	City Hall	Daikin mini	1604331217	functional	8 yrs old	
	City Hall	Mitsubishi mini	2004145T	functional	12 yrs old	
	WW treatmetn plant	Bryant	1823f48784	functional	1yr old	
	WW treatmetn plant	Bryant	214dpa06000	functional	electrical room unit 6yrs old	
	Madison yard	Bryant	-	functional	water works 10yrs old	
	Madison yard	Bryant		functional	break room 2yrs old	
	Madison yard	American standard	213180e4f	functional	over 20 yrs	25,000.00
	Madison yard	Bryant		functional	5 yrs old	
	Madison yard	carrier	-	frunctional	20+ yrs old	23,000.00
	Ranchwood	Wall Mount	278c324064522-02	functional	11 yrs old	
	Ranchwood	Wall Mount	309l133063107-02	functional	11yrs old	
	Ranchwood	Wall Mount	w36hb-a00	functional	15 + years old	22,000.00
	Miller & Lux	daynite	5086c18353	functional	30+yrs old	18,000.00
	Miller & Lux	arco air	pgd460090h002g	functional	2 yrs old	
	Miller & Lux	American standard	-	not functional	30+ yrs old	18,000.00
	Miller & Lux	Daynite	4086a11259	fuctional	20+yrs old	22,000.00
	Miller & Lux	Payne	2012x68980	functional	20+ yrs old	22,000.00
	College greens	arco air	l013302339	fucntional	20+ yrs old	22,000.00
	College greens	Guardian	w1f6720003	functional	8yrs old	
	Airport	Bryant	0520v17327	functional	5yrs old	
	Airport	Bryant	0520v172383	functional	5yrs old	
	F st.	bryant	0195g40432	functional	30yrs old	25,000.00
	F st.	Goodman	9602801171	functional	22+ yrs old	25,000.00
	Animal shelter	Bard	058l910696463	functional	30+ yrs old / new building coming soon	
	Animal shelter	swamp cooler		functional	pad replacement + assess asap	
	Pacheco park	Bryant	2119c37024	functional	6yrs old	
	Pacheco park	York	nfam134004	not functional	20+ yrs old	25,000.00
	Community Center	York	non9416324	semi functional	heat works not cooling / 16yrs old	
	Community Center	York	non9426205	functional	16 yrs old in same space as E45 Recommend replacing	
	Community Center	Mitsubishi mini	87402061a	functional	16yrs old	15,000.00
	Community Center	Mitsubishi mini	8zu02062a	functional	16yrs old	15,000.00
	Community Center	Bryant	3615e09894	functional	9yrs old	
	Community Center	York	non9420559	functional	16yrs old	30,000.00
	Community Center	Bryant	1021e03625	functional	3yrs old	
	Community Center	York	non9452564	functional	16yrs old	40,000.00
	Community Center	York	non9458802	functional	16yrs old	40,000.00
	Community Center	York	non9452562	functional	16yrs Old	40,000.00
	Community Center	York	W0f8011703	functional	16yrs old	25,000.00
	Community Center	York	W0G8160819	frunctional	16yrs old	25,000.00
	Community Center	York	W0G9007797	functional	16yrs old	25,000.00
	Community Center	Mitsubishi mini	8zu02101a	functional	16yrs old	15,000.00
	Community Center	York	w0g9007945	frunctional	16yrs old	25,000.00
	Community Center	york	w0g8142208	functional	16yrs old	25,000.00
	Community Center	Bryant	3021e1962	functional	3 yrs old	
					TOTAL COST	$ 692,000.00

Docusign Envelope ID: 1FD60E39-35C7-4ACF-8A6F-0CD996666861

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF MILLBRAE FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of August, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Millbrae, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed three hundred and two thousand and fifty-six dollars ($302,056). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Aug. 1, 2024, through July 31, 2026.

5. Relationship of Parties

Docusign Envelope ID: 1FD60E39-35C7-4ACF-8A6F-0CD996666861

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

Docusign Envelope ID: 1FD60E39-35C7-4ACF-8A6F-0CD996666861

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

Docusign Envelope ID: 1FD60E39-35C7-4ACF-8A6F-0CD996666861

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title: Sam Bautista, Director of Engineering and Public Works
Address: 621 Magnolia Avenue, Millbrae, CA 94030
Telephone: 650-259-2336
Email: sbautista@ci.millbrae.ca.us

Docusign Envelope ID: 1FD60E39-35C7-4ACF-8A6F-0CD996666861

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of Millbrae
_____	DocuSigned by: Thomas C. Williams 7E20E5A7D0ME435...
Chief Executive Officer, Peninsula Clean Energy Authority	Thomas C. Williams Title: City Manager
Date: August 7, 2024 | 2:21 PM PDT	Date: August 5, 2024 | 9:37 AM PDT

Docusign Envelope ID: 1FD60E39-35C7-4ACF-8A6F-0CD996666861

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposals for LED streetlighting and EV charging and Incentive programs for electrifying landscape equipment as submitted by:

Submittal Date:	July 3 and 16, 2024
Point of contact name:	Sam Bautista
Point of contact role/title:	Director of Engineering & Public Works
Point of contact email:	sbautista@ci.millbrae.ca.us

Docusign Envelope ID: 1FD60E39-35C7-4ACF-8A6F-0CD996666861

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $151,028. Upon execution of this contract

2. Second payment: $151,028. Upon receipt of project invoices for Eligible Project Expenses of $302,056 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

City of Millbrae
Corporation Yard – EV Charger Installation Project

Overview and description
The City of Millbrae would like to install new EV Chargers at the Corporation Yard, located at 400 East Millbrae Avenue. The project would consist of the installation of eight (8) new EV charging station per the Chargin Evaluation Report as prepared by CLEAResult and coordinated with Peninsula Clean Energy. The project will include installation of new EV Sub-electrical Panels, trenching, concrete pads, striping, and bollards.

Outcomes and benefits

- Supported by City of Millbrae's Climate Action Plan
  The City's Climate Action Plan, Measure 31, supports EV Charging Infrastructure in Existing Building. It will promote employees to purchase EV's and allow them to charge their EV at work, if needed.

- Convert current City fleet to an EV fleet
  The City will be able to purchase EV's for the City Fleet when the charging infrastructure is constructed. Converting the City Fleet to EV's would decrease GHG emissions.

Budget
The City would like to utilize $240,000.00 of its Member Agency Energy Grant allocation for this project. The City has previously received previous quotes to install the eight (8) new EV chargers and $240,000 should be able to cover the cost of construction.

Timeline
Assumed Start Date: End of August 2024.

- Specifications & Plan: 4 weeks
- Lead Time to order EV chargers: 8 weeks
- Installation with Contractor: 1.5 months

Proposed completion January 2025

City of Millbrae
Streetlight Conversion to LEDs Project (Phase One)

Overview and description

The City would like to convert the existing streetlights from high pressure sodium lamps or induction lighting lamps in the following locations:

1. Richmond Drive (from Magnolia Avenue to Tioga Drive)
2. San Anselmo (from Santa Helena Avenue to Center Street)
3. Landing Lane (beginning to end)
4. Bay Street (beginning to end)
5. Monterey Street (beginning to end)
6. Center Street (north side from El Camino Real to Monterey Street)
7. Residential neighborhoods (should the City have surplus money to increase the area of conversion).

Project locations 1-6 to be completed in Phase One.

Outcomes and benefits

- Safer Environment
  Residents will benefit from better visibility at night, making driving, biking, or walking at night safer

- Energy Savings
  Based on the existing Millbrae Streetlight Audit the revised scope of the Streetlight Conversion Project will convert approximately 45 total Luminaires. The total operational savings for 33 Luminaires is approximately $2,000 annually.

- Maintenance Savings
  Total annual maintenance savings due to reduced failure rates of bulbs, replacement lamp costs, and higher ballast life is $6,410.00 annually.

- Total annual savings of project phase one is $8,410.17.

- Simple Payback
  With a phase one project budget of $35,200 the simple payback is estimated to be 4.2 years.

- Aligns with goals in the City of Millbrae's 2020 Climate Action Plan, Measure 14, to continue to replace street, signal, parks, and parking lot lighting with efficient lighting.

Budget

The City would like to utilize $40,000.00 of its Member Agency Energy Grant allocation for this project. Phase One of the project includes project areas 1-6, for a total of $35,200, which includes a 10% project contingency.

Fixture Type	Approx. Quantity	Acquisition Cost	Labor @ $300/ Fixture
118 Watt LED Cobra	20	$9,000	$6,000
48 Watt LED Cobra	15	$6,000	$4,500
29 Watt LED Cobra	10	$3,500	$3,000
		Total Cost Materials and Labor	$32,000.00
		10% Project Contingency	$3,200.00
		Total Project Cost Phase One	**$35,200.00**

Phase One Timeline

Assumed Start Date end of July

- Audit and Specification 2-4 weeks
- Lead Time for Fixtures 8-10 weeks
- Installation with Contractor 1-2 months

Proposed completion December 31st, 2024

From: Sam Bautista
To: Rafael Reyes
Cc: Andrea Pappajohn
Subject: Re: Member Agency Energy Grants (Millbrae)
Date: Tuesday, July 16, 2024 7:56:11 PM

Hi Rafael-

I sent the document, but sent it too quickly. Here is the description for our last Member Agency Energy Grant:

City of Millbrae
Incentive Programs for Electrifying Landscape Equipment

Overview and description
The City would like to provide an incentive program for its residents and landscapers (with a valid Millbrae business license) to purchase battery powered leaf blowers and/or weed/grass trimmers.

Outcomes and benefits
California recently passed a law, AB 1346, banning the sale of gas-powered leaf blowers and weed/grass trimmers starting July 1, 2024. Electric outdoor tools offer environmental and health benefits. They don't produce smelly fumes and emissions, which have been linked to lymphoma and other cancers. Larger electrics don't require the messy maintenance—oil and spark plug changes, and winterizing—that gas models do. This supports the City's Climate Action Plan by reducing use on fossil fuels.

Budget
The City would like to utilize the remainder amount of $22,056 of its Member Agency Energy Grant allocation for this project.

Incentive Timeline
Assumed Start Date mid-July
Completion – When funds are depleted

Thanks.

Sam

Sam Bautista, P.E.
Director of Engineering & Public Works
City of Millbrae

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF PACIFICA FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of August, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Pacifica, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed four hundred and seventy-five thousand, six hundred and sixty-six dollars ($475,666). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Aug. 1, 2024, through July 31, 2026.

5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title:
Address:
Telephone:
Email:

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of Pacifica
_____	_____
Chief Executive Officer, Peninsula Clean Energy Authority	Title: _____
Date:_____	Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal as submitted by

Submittal Date: July 3, 2024

Point of contact name: John Mullins

Point of contact role/title: Public Works Special Projects Manager

Point of contact email: jmullins@pacifica.gov

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $237,833. Upon execution of this contract

2. Second payment: $237,833. Upon receipt of project invoices for Eligible Project Expenses of $475,666 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

- [account name]
- [financial institution]
- [routing number]
- [account number]
- [account type]



Pacifica's
Electric Vehicle Grant Request
July 2024

- **Overview** Page 2
- **Description** Page 2
- **Benefits** Page 2/3
- **Outcome** Page 3
- **EV Infrastructure Development** Page 3
- **Timeline** Page 4
- **Budget** Page 5

Overview

Pacifica recognizes that the future requires sustainable programs and infrastructure and is setting ambitious sustainability targets through its pending Climate Action and Adaptation Plan. As a primarily residential community with minimal commercial businesses along the Pacific Coast, transportation accounts for more than 50% of Pacifica's emissions. This sector, being the largest polluter in Pacifica, presents the City with the greatest opportunity for significant environmental improvements and greenhouse gas emission reductions.

Description

Pacifica's intent towards reducing greenhouse gasses, carbon, and particulate matter through vehicle emissions is to provide both public and City electric vehicle (EV) resources through outreach, education, private project support, charging station infrastructure and equipment, and the introduction of EV vehicles into the City fleet to address this concern.

In addition to supporting the community and public services with enhanced EV infrastructure, Pacifica has also emerged as a tourist hub and a popular waypoint due to rising temperatures inland. Visitors and EV drivers passing through on Highway 1 are drawn to Pacifica's numerous attractions, including panoramic vistas from over 100 miles of hiking and biking trails, many of which offer stunning views of the expansive beaches along Pacifica's shorelines. The cool weather and these natural attractions bring an increasing number of vehicles into Pacifica each year.

However, the limited EV infrastructure in Pacifica poses concerns for both residents and visitors regarding the support and convenience of their EV vehicles. The city recognizes this challenge and aims to address it by expanding its EV infrastructure. This expansion will not only better serve the local community and visitors but also align with Pacifica's commitment to sustainability and its Climate Action and Adaptation Plan goals. By improving EV infrastructure, Pacifica seeks to enhance its environmental footprint and continue to attract eco-conscious tourists, ultimately contributing to a greener and more sustainable future.

Benefits

The City of Pacifica is actively expanding its limited electric vehicle (EV) infrastructure to align with its sustainability goals and foster economic development. This initiative supports the community's vision, the City Council's 2023-2030 Strategic Plan, the goals of the proposed Climate Action and Adaptation Plan and aims to bolster additional sustainability programs.

Currently, Pacifica has only four publicly available EV charging locations, primarily located on the south side of the City near Highway 1. These EV stations were established through the proactive efforts of local businesses. Recognizing the need for more widespread EV locations and infrastructure, the City is committed to educating, encouraging, and assisting stakeholders and business owners during the planning and permitting processes to facilitate the installation of additional EV charging stations.

Public awareness regarding EV charging stations remains relatively low, particularly concerning the different types, use cases, costs, and best installation practices. While 71% of EV drivers typically charge at home, a significant portion of residents in multiunit dwellings rely on publicly available charging stations. This underscores the need for potential EV site hosts to understand

the various types of charging stations, determine which type is suitable for their site, estimate costs, follow best installation practices, and comprehend the overall business case and benefits.

To address this need, the City of Pacifica is intensifying its efforts to educate, encourage, and assist the community. By enhancing the EV infrastructure, Pacifica aims to support its residents and attract more visitors, contributing to a greener and more sustainable future for the city.

Outcomes

To help "kick start" the EV program the City of Pacifica has started integrating EV infrastructure into City-owned projects. This includes installing EV charging stations at key public locations such as the recently renovated Pacifica Civic Center, the Community Center, Public Works Offices, and other City-owned properties. These sites are strategically chosen for their high traffic to maximize the availability and visibility of EV infrastructure to the public.

In addition to these efforts, Pacifica plans to upgrade its municipal fleet and make a substantial investment in EV vehicles. This investment will be realized once the necessary EV infrastructure and charging stations are in place to support the future EV fleet. This proactive approach not only demonstrates the City's commitment to sustainability but also sets a precedent for incorporating green technology into public services and infrastructure projects in the future.

By prioritizing the installation of EV infrastructure at prominent City locations and planning for a future EV fleet, Pacifica is taking significant steps towards reducing its carbon footprint and promoting environmentally friendly transportation options. This initiative is part of the City's broader strategy to achieve its sustainability targets and foster a greener, more sustainable community.

EV Infrastructure Development

As part of the 2014 Climate Action Plan, the City of Pacifica Public Works Department committed to integrating EV infrastructure into its large-scale capital improvement projects and construction projects on public facilities located in high traffic and or high-density areas and neighborhoods. In alignment with this plan, Pacifica included EV charging infrastructure and dedicated parking spots in two of its most recent significant projects. EV charging infrastructure is also being incorporated into the ongoing American Disability Act (ADA) Transition Plan where applicable.

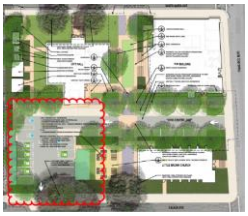
The recently completed Civic Center Project and the Community Center Retention System Basin Project and the ongoing ADA Transition Projects have all been designed with the future in mind, incorporating EV infrastructure as part of their master plans. These enhancements not only support the City's sustainability goals and improve ADA access but also create a path for future procurement of electric vehicles by providing convenient charging options for residents, visitors, and staff.

By embedding EV infrastructure into these key projects, the City of Pacifica is demonstrating its commitment to environmental sustainability and its proactive approach to reducing transportation-related emissions. These initiatives are crucial steps towards achieving the targets set out in the Climate Action Plan and fostering a greener, more sustainable community.

Projects & Timeline:

New Pacifica Civic Center Ribbon Cutting in June 2024.





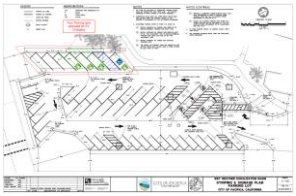
The City of Pacifica is happy to report the new Pacifica Civic Center is now open for business.

This new and exciting project includes 6 new EV designated parking stalls and infrastructure for the installation of 3 new EV dual port units for the charging of up to 6 electric vehicles.

This site will provide EV charging for residents, visitors, City staff, and City owned vehicles.

Community Center Wet Weather Equalization Basin Project completed 2021.



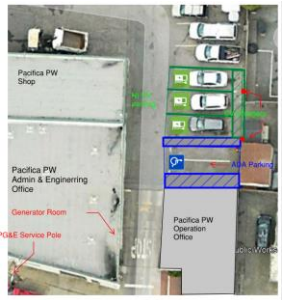


The City of Pacifica is happy to report the new Civic Center Wet Weather Equalization Basin Project has been completed.

This new 2.1 million gallon below ground tank project included the installation of six new EV designated parking stalls (1 ADA Stall) for electric vehicles an infrastructure for the installation of two to three dual port charging units for the charging of up to 6 electric vehicles.

This site will provide EV charging for residents, visitors, City staff, and City owned vehicles.

Pacifica ADA Transition Project/ Public Works EV Charging Project 24/25



As part of the ongoing ADA Transition Projects the City of Pacifica will be adding ADA parking for staff and visitors at our Public Works Corporation Yard.

As part of the ADA Transition Projects and the reconfiguration of the parking lot, the EV infrastructure is being incorporated into the project in preparation for the procurement of the future electric fleet. This project includes 4 designated parking stalls for EV vehicles.

This site will provide EV charging for City staff, visitors to the Public Works Department building, and City owned vehicles.

Note: All three projects noted above are ready for the installation of electrical vehicle equipment. Construction can start as soon as funding is available.

Budget: Grant Request $ 486,000

	Civic Center/City Hall - 6 ports- 3 Dual EV Chargers				
	Description	Each	# Units	City Costs	Grant funding
1	Project Design	$ 15,000	1	$ 15,000	Complete
2	Permitting	$ -	1	$ -	Open
3	Underground infrastructure	$ 30,000	1	$ 30,000	Complete
4	New Electrical service	$ 26,000	1	$ 26,000	Complete
5	Striping & signage	$ 6,000	1	$ 6,000	Complete
	Estimate project cost already paid by Pacifica			$ 77,000	
6	Electrical engineering design	$ 10,000	1	Pending	$ 10,000
7	Unit Installation/Construction - per unit	$ 5,000	3	Pending	$ 15,000
8	Level 2 Per unit cost - dual port	$ 8,000	2	Pending	$ 16,000
9	Level 3 Per unit cost - dual port	$ 66,000	1	Pending	$ 66,000
10	1st yr. maintenance costs per port (+ annual)	$ 2,000	6	Pending	$ 12,000
11	1st yr. software management cost per port (+annual)	$ 1,000	6	Pending	$ 6,000
12	Utility costs - Cost-plus 10-15% for overhead	TBD	1	Pending	
13	Third-party operator cost. - 10% revenue share, covers credit card transaction fees,	TBD	1	Pending	
14	Soft Cost/3rd Party PM/ Mgmt/Procerssing/adimin	$ 25,000	20%	Pending	$ 25,000
	Requested project grant funding to complete the project				**$ 150,000**

	Community Center - Wet Weather Equalization Basin Project- 6 ports -3 Dual EV Chargers				
	Description	Each	# Units	City Costs	Grant funding
1	Project Design	$ 15,000	1	$ 15,000	Complete
2	Permitting	$ -	1	$ -	Open
3	Underground infrastructure	$ 30,000	1	$ 30,000	Complete
4	New Electrical service	$ 26,000	1	$ 26,000	Complete
	Estimated project cost already paid by Pacifica			$ 71,000	Complete
5	Electrical engineering design	$ 10,000	1	Pending	$ 10,000
6	Unit Installation/Construction - per unit	$ 5,000	4	Pending	$ 20,000
7	Level 2 Per unit cost - dual port	$ 8,000	2	Pending	$ 16,000
8	Level 3 Per unit cost - dual port	$ 66,000	1	Pending	$ 66,000
9	1st yr. maintenance costs per port (+ annual)	$ 2,000	4	Pending	$ 8,000
10	1st yr. software management cost per port (+annual)	$ 1,000	4	Pending	$ 4,000
11	Utility costs - Cost-plus 10-15% for overhead	TBD	1	Pending	
12	Third-party operator cost. - 10% revenue share, covers credit card transaction fees,	TBD	1	Pending	
13	Striping & signage	$ 6,000	1	Pending	$ 6,000
14	Soft Cost/3rd Party PM/ Mgmt/Procerssing/adimin	$ 26,000	20%	Pending	$ 26,000
	Requested project grant funding to complete the project				**$ 156,000**

	ADA Transition Plan Project- 4 ports - 2 Dual EV Chargers - Public Works Corporation Yard				
	Description	Each	# Units	City Costs	Grant funding
1	Project Design	$ 15,000	1	$ 15,000	Ongoing
2	Permitting	$ -	1	$ -	
	Estimated project cost already paid by Pacifica			$ 15,000	
3	Underground work	$ 25,000	1	Pending	$ 25,000
4	New Electrical service	$ 15,000	1	Pending	$ 15,000
5	Electrical engineering design	$ 10,000	1	Pending	$ 10,000
6	Unit Installation/Construction - per unit	$ 5,000	2	Pending	$ 10,000
7	Level 2 Per unit cost - dual port	$ 8,000	1	Pending	$ 8,000
8	Level 3 Per unit cost - dual port	$ 66,000	1	Pending	$ 66,000
9	1st yr. maintenance costs per port (+ annual)	$ 2,000	4	Pending	$ 8,000
10	1st yr. software management cost per port (+annual)	$ 1,000	4	Pending	$ 4,000
11	Utility costs - Cost-plus 10-15% for overhead	TBD	1	Pending	
12	Third-party operator cost. - 10% revenue share, covers credit card transaction fees,	TBD	1	Pending	
13	Striping & signage	$ 4,000	1	Pending	$ 4,000
14	Soft Cost/3rd Party PM/ Mgmt/Procerssing/adimin	$ 30,000	20%	Pending	$ 30,000
	Requested project grant funding to complete the project				**$ 180,000**
	Grant funding request			**$**	**486,000**

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF SAN BRUNO for MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 23 day of July, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of San Bruno, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed Five hundred and six thousand, four hundred and nine dollars ($506,409). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 23, 2024, through July 22, 2026.

5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title: Alex D. McIntyre,
Address: 567 El Camino Real, San Bruno, CA 94066
Telephone: (650) 616-7056
Email: citymanager@sanbruno.ca.gov

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of San Bruno
_____	_____
Chief Operating Officer, Peninsula Clean Energy Authority	Title: _____
Date:_____	Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal as submitted by

Submittal Date: April 25, 2024

Point of contact name: Ana Morales

Point of contact role/title: Management Analyst

Point of contact email: amorales@sanbruno.ca.gov

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: 253,204. Upon execution of this contract

2. Second payment: 253,205. Upon receipt of project invoices for Eligible Project Expenses of $506,409 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

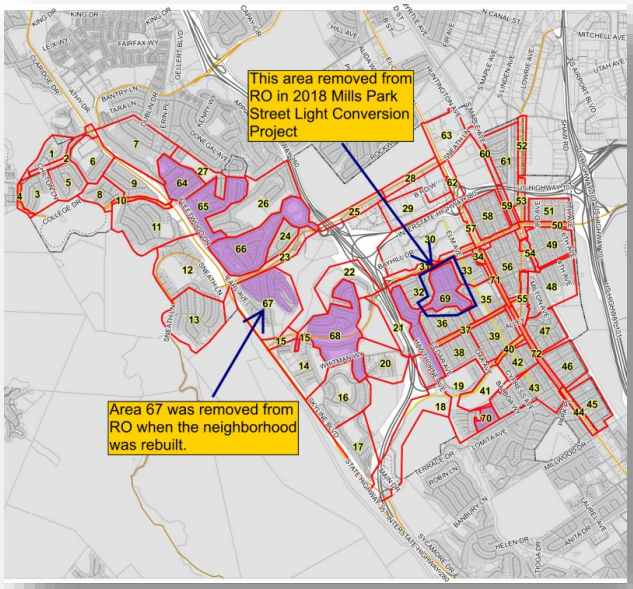
Payment Method

Grantee EFT/ACH details for transfers:

Project Description

1. Overview and Description

The City of San Bruno (City) is located on the San Francisco Peninsula in San Mateo County, approximately 12 miles south of San Francisco, CA. The City currently owns and maintains approximately 2,100 streetlights, the majority of which are on parallel circuitry, while close to 300 lights are on eight (8) regulated output (RO) circuits, as shown in Map #1 below. The RO streetlights were built around 1950 and PG&E transferred ownership of the RO streetlights to Peninsula cities around 1980. Since March 2018 there have been twelve outages on the RO systems throughout the City that required significant repairs, with issues continuing through April 2024. These outages involved burned wires, failed transformer, failed photo eyes, failed Kyle switches, pole fires, and failed inground stepdown transformers. Due to old age and the way the existing streetlight circuits were wired, losing connectivity in one location oftentimes resulted in a series of streetlights going out of power. Additionally, there are no manufacturers currently in business that produce the transformers used in the antiquated RO system.



Map #1: Base Map of Regulated Output (RO) Areas

This is due to the inherent drawbacks of an RO system, which include:

- **Fault identification.** Troubleshooting and maintenance of the light system is more challenging with single-circuit lighting. A failure in the power source or the electrical wires can cause an entire string of lights to malfunction, akin to holiday lights. This requires an extensive diagnostics effort leading to increased down time.
- **Lack of flexibility.** RO lighting does not cater to different preferences or specific lighting requirements in various lighting situations.
- **Lighting pollution concerns.** Lighting levels can be set too high for some areas without a way of adjusting for special needs.

- Limited adaptability. RO lighting does not accommodate changing environmental conditions or varying needs. For instance, special events may require brighter or dimmer lighting that deviates from the regulated output and such adjustments would not be achievable.

Since 2017, the City has been phasing out RO streetlights to address streetlight outages, however, a need still exists for the remaining RO streetlights to be converted.

Given the significant impact that these outages cause on San Bruno's residents, it is imperative for the City to take steps towards a permanent system to replace the existing RO streetlights. City staff have explored multiple permanent solutions to replace the RO streetlights and starting in August 2022 tested four solar-powered streetlights for reliability, ease of use, ease of installation, procurement process, etc. After months of testing, City staff selected the Grid Shift Predator's solar lights due to the product showing great reliability during harsh weather, its remote monitoring functionality, and excellent customer service response by the manufacturer. Grid Shift Predator's smart infrastructure, Grid Shift Connect, allows 5G remote access to the solar-powered system to monitor, set timing, and get alerts.

In November 2023, San Bruno's City Council determined that for the remaining RO streetlights, the permanent solution would be a hybrid of solar-powered (Grid Shift Predator) and AC/DC streetlights. This solution incorporates a green energy approach where the City can implement solar-powered LED streetlights for those streetlights that receive adequate sunlight, and for streetlights that do not receive sufficient sunlight due to environmental or architectural obstructions, a hard-wired connection to the grid using parallel circuits can be established. Furthermore, AC/DC hybrid solar streetlights feature a grid-tied inverter and battery storage system, which provides an alternative to conventional streetlighting. These solar streetlights have solar panels to tap solar energy during the day. This energy is stored in the battery for use later. In addition, the streetlights are also connected to the PG&E grid, which serves as a backup power supply. When the battery power runs low, the hybrid streetlights pull power from the grid, to ensure a reliable and consistent supply of light. This technology can be found in many applications including lighting streets and highways at night. By using solar panels and grid electricity backup, these solar streetlights provide reliable lighting with lower down time and cost. Customized programming allows these lights to efficiently shine as needed, creating cost savings.

The scope of work for the RO Streetlight Replacement Project (Project) includes the design and construction of converting the City's RO streetlight system to AC/DC hybrid solar streetlighting.

The project is currently in the design phase. Please see ***4. Timeline*** below for more details.

2. Outcomes and Benefits

The primary benefit of this Project is to proactively prevent future streetlight outages for San Bruno's residents and in turn, improve the overall health and safety of the City by improving the safety and reliability of the streetlight system for pedestrians, bicyclists, and the broader traveling public.

Measurable outcomes:

1) Replace 245 streetlights with 10 AC/DC and 235 solar streetlights.
2) Create collective intelligent sensor-based infrastructure that allows sensors to collect and report real-time data to inform City staff on the operation and performance of streetlights.
3) PG&E utility bill savings ranging up to 90% for residents impacted by the Project.

4) Carbon footprint from the existing streetlights to the Grid Shift Predators solar lights will be reduced to 0%.

3. Budget

Design	$65,000
Construction	$3,500,000
TOTAL	$3,565,000

4. Timeline

Design	January 2024 – October 2024
Construction	November 2024 – December 2025

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF SOUTH SAN FRANCISCO FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of June, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of South San Francisco, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed one million, two hundred and sixty three thousand, three hundred and seventy two dollars ($1,263,372). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2024, through May 30, 2026.

5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title:
Address:
Telephone:
Email:

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of South San Francisco
_____	_____
Chief Executive Officer, Peninsula Clean Energy Authority	Title: _____
Date:_____	Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal as submitted by

Submittal Date:	May 14, 2024
Point of contact name:	Christina Fernandez
Point of contact role/title:	Deputy City Manager
Point of contact email:	christina.fernandez@ssf.net

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $631,686. Upon execution of this contract

2. Second payment: $631,686. Upon receipt of project invoices for Eligible Project Expenses of $1,263,372 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

- [account name]
- [financial institution]
- [routing number]
- [account number]
- [account type]

SWA San Francisco

530 Bush Street
6th Floor
San Francisco, California
94108
+1.415.836.8770
www.swagroup.com

SSF DOWNTOWN LIGHTING – CLEAN ENERGY GRANT MEMO

To: Jeff Chou

From: SWA Group

Date: 04.19.2024

Sent Via: email

Subject: Summary of Proposed Downtown Lighting Improvements (Grand Ave and Linden Ave)

1. Overview and Description

In 2023, the City of South San Francisco contracted SWA Group (SWA), and their subconsultant HGA, to conduct a lighting study of the Old Town and Downtown area. The objective of the project was to analyze existing light levels on four different street typologies, and provide recommendations for improving the conditions within the study area.

The recommendations provided for the "Historic Commercial" typology included the replacement of existing high-pressure sodium fixtures with LED fixtures instead. The extents of the study area include **Grand Avenue,** from Airport Boulevard to Spruce Avenue, and **Linden Avenue,** from Railroad Avenue to Armour Avenue. Across the length of these corridors, the proposed improvements assume fixture replacement on **85 poles,** with two heads each, for a total of **170 fixtures.**

The proposed replacement fixture is the **AWDE3 Acrylic Washington Postlite Utility LED3** by **Halophane.** The city has tested this fixture already to confirm compatibility with the historic poles.

2. Outcomes and Benefits

These improvements support the goals of the overall lighting project by improving the light level distribution and per the manufacturer, the anticipated energy savings of this replacement will be approximately **62% reduction in energy usage.** This is based on an existing input wattage of **210 W** compared to the anticipated input wattage of **80 W** for the proposed fixture.

3. Budget

With the assumed fixture quantities above (final count to be field verified), the budget is as follows:

$536,500 - Direct Estimated Cost

--- Markups (compounded) ----

$160,950 - Design Phase Estimating Contingency (30.0%)
$125,541 - General Conditions (18.0%)s
$82,299 - General Contractor OH&P (10.0%)
$22,632 - Insurance and Bonds (2.5%)

$927,922 TOTAL ESTIMATED CONSTRUCTION COST (IN JUNE 2023 $)

4. Timeline

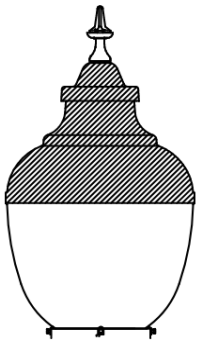
The City anticipates this work to be completed in fiscal year 24/25, ending on July 1, 2025.

Refer to the following pages for additional information. Full estimate and fixture specs upon request.

HISTORIC COMMERCIAL: REPLACE ACORN HEADS







Full Cover (FNT)

FIXTURE BY HOLOPHANE:

AWDE3 Acrylic Washington Postlite Utility LED3

LED Performance: P40 12,000 nominal lumens
LED Color Temp: 30K 3000K CCT
Optics: AL5 Acrylic, Type V

STUDY AREA:

Grand Avenue from Airport to Spruce.
Linden Avenue from Railroad to Armour.



FIXTURE COUNT:

170 Fixtures (85 Poles) - *to be field verified*

ESTIMATED CONSTRUCTION COST:

$536,500 - Direct Estimated Cost

--- Markups (compounded) ----

$160,950 - Design Phase Estimating Contingency (30.0%)
$125,541 - General Conditions (18.0%)
$82,299 - General Contractor OH&P (10.0%)
$22,632 - Insurance and Bonds (2.5%)

$927,922 TOTAL ESTIMATED CONSTRUCTION COST (IN JUNE 2023 $)

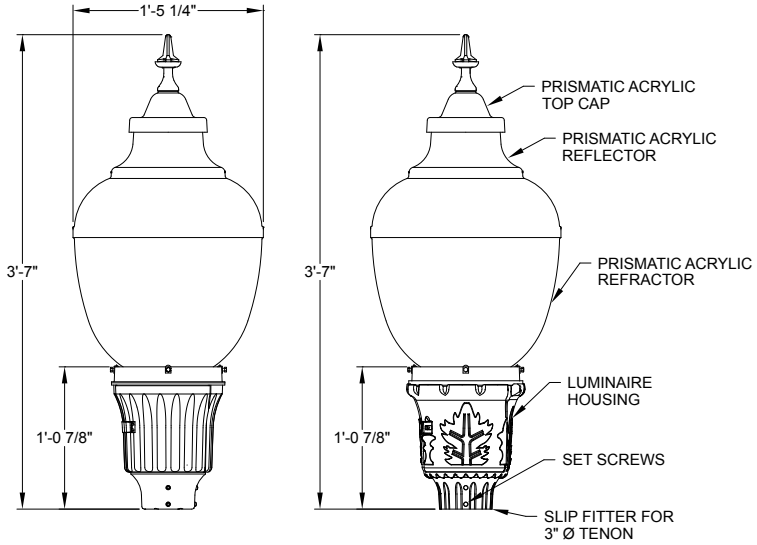
ENERGY SAVINGS:

62% Reduction in Energy Usage (210W input to 80W input)

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS

Catalog Number	
Notes	Type





Maximum weight - 37 lbs
Maximum effective projected area - 2.19 sq. ft.

AWDE3

Acrylic Washington Postlite Utility LED3

SPECIFICATIONS

General Description
The Acrylic Washington Postlite Utility LED3 is designed for ease of maintenance with the plug-in electrical module common to each of the luminaires in Holophane's Utility Luminaire Series. The large acorn-shaped luminaire, while reminiscent of the 1920's, contains a powerful, stalk-mounted Chip-On-Board, LED platform with a precision optical system that maximizes post spacings while maintaining uniform illumination

Mechanical Specifications
The luminaire housing shall:
- Be heavy grade A360 cast aluminum (aluminum with <1% copper)
- IP55 rated housing provides tool-less access with a spring-loaded latch
- Incorporate a hidden hinge door allowing the door to swing open and remain open
- Offer units with an EEI- NEMA twist lock photocontrol receptacle, the housing contains a tempered glass window to allow light to reach the cell
- Mount to slip-fitter that will accept 3" high by 2-7/8" to 3-1/8" O.D. pole tenon
- Provide four uniquely designed stainless steel spring clips, enclosed in a clear polyvinyl chloride sleeve and adjusted by 1/4-20 hex-head bolts that securely cradle the prismatic acrylic refractor. The same ¼-20 bolts also support the decorative rib and banding assembly

The finish shall:
- Utilize a polyester power coat paint to ensure maximum durability
- Rigorous multi-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5,000 hours exposure to salt fog chamber (operated per ASTM B117) on standard and RAL finish options.
- RAL (RALxxxxSDCR) paint colors are Super Durable Corrosion Resistant, 80% gloss.

Electrical Specifications
The driver shall meet the following requirements:
- Certified by UL or CSA for wet locations
- A factory programmable electronic driver with 0-10V dimming control leads
- LEDs shall have a minimum of 70 CRI and available in 2700K, 3000K, 4000K, and 5000K CCT
- The electrical system shall be designed to meet ANSI/IEEE C62.41.2 and shall offer a 10kV/5kA surge protection, fail off, as standard with an upgradable 20kV/10kA surge protection, fail off with indicator light, option
- Lumen output can be customized prior to manufacturing by way of FPDxx Options
- The electrical components are mounted on an aluminum plate that is removeable with minimum use of tools. A matching five conductor plug connectsto the receptacle in the luminaire housing to complete the wiring. For photoelectric operation, the electrical module is provided with an EEI-NEMA twist-lock photocell receptacle.

Optical Specifications
The optical system is IP66 rated and consists of a precisely molded thermal resistant acrylic refractor and top reflector mounted within the decorative acrylic optic. The top reflector redirects over 50% of the upward light into the controlling refractor while allowing a soft up-light component to define the traditional acorn shape of the luminaire. The lower refractor uses precisely molded prisms to maximize the pole spacings while maintaining uniform illuminance. Two refractors are available, designed for IES type III and V distributions. Lunar Optics shielding is available for asymmetric and symmetric distributions.

Control Options
The control options shall include, but not limited to, the following:
- Field adjustable output to adjust output to luminaire - AO
- Long life photocontrol, 20 years – PCLL, P34 and P48 with DTL
- 3 and 7 pin receptacles internally in housing (PR3, PR7) or inside acrylic lens mounted (PR7E)
- nLight Air rSBOR6 outdoor fixture-mounted motion and photo-sensor, features a dual radio to communicate wirelessly to other nLight Air devices for group response to motion, on/off control in response to daylight and by switch – RSBOR6
- Fixture embedded nLight Air network interface for individual fixture control and dimming - NLTAIR2.

Certification and Standards
- Luminaire shall be UL or CSA listed.
- Suitable for operation in an ambient temperature up to 40°C / 105°F per UL or CSA certification
- LM79 compliant
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Buy American Act
TThis product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations.
Please refer to www.acuitybrands.com/resources/buy-american for additional information.

Warranty
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

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ORDERING INFORMATION

Example: AWDE3 P50 30K MVOLT MS AL3 BK MB ST TBK AO

Series		LED Performance Package		LED Color temperature		Voltage		Housing Style	
AWDE3	Acrylic Washington Postlite Utility LED3	P10	3,700 nominal lumens	27K	2700K CCT	MVOLT	Auto-Sensing 120-277V 50/60HZ	MS	Modern Style Swing Open Design
		P20	6,000 nominal lumens	30K	3000K CCT	HVOLT	Auto-Sensing 347-480V 50/60HZ	LS	Leaf Style Swing Open Design
		P30	9,000 nominal lumens	40K	4000K CCT				
		P40	12,000 nominal lumens	50K	5000K CCT				
		P50	13,800 nominal lumens						
		P60	16,100 nominal lumens						
		P70	20,100 nominal lumens						

Optics		Housing Color		Trim		Finial		Trim Color	
AL3	Acrylic, Type III	BK	Black	(Blank)	No Trim	(Blank)	No Finial	(Blank)	If No Trim AND No Finial
AL5	Acrylic, Type V	BZ	Bronze	FBM	Full Cover with Medallions and Band	BL	Ball	TBK	Black
AL3LU	Acrylic, Type III Lunar Optic	GH	Graphite	FNT	Full Cover only	CL	Clear Acrylic 3"	TBZ	Bronze
AL5LU	Acrylic, Type V Lunar Optic	GN	Green	MB	Medallions and Band	CR	Cross	TGL	Gold
		GR	Grey	RBM	Ribs, Band and Medallions	EG	Eagle	TGH	Graphite
		PP	Prime Paint	FRBM	Full Cover, Ribs, Band and Medallions	FL	Flower	TGN	Green
		WH	White			KC	Knurled Cap	TGR	Grey
		CMC	CustomMatchColor Finish			PN	Pawn	TPP	Prime Paint
		XX	STD Finish, TBD			ST	Standard	TWH	White
		RALxxxxSDCR	RAL Super Durable Corrision Resistant, 80% Gloss Paint, replace xxxx with RAL number.			RM	Roman Cross	TCMC	Custom Match Color Finish
								TRALxxxxSDCR	RAL Super Durable Corrision Resistant, 80% Gloss Paint, replace xxxx with RAL number.
								TXX	STD Finish, TBD

Options: *Option Compatibility Matrix on page 3 of 4*

CONTROLS OPTIONS

AO	Field Adjustable Output
PR3	NEMA twistlock photocontrol receptacle - 3 pin
PR7	NEMA twistlock dimming photocontrol receptacle - 7 pin
PR7E	NEMA twistlock dimming photocontrol receptacle - 7 Pin (Under Acrylic)
PCLL	Long Life DTL Twistlock Photocontrol for Solid State, MVOLT
P34	Long Life DTL Twistlock Photocontrol for Solid State, 347V
P48	Long Life DTL Twistlock Photocontrol for Solid State, 480V
SH	Shorting Cap
RSBOR6	nLight Motion Sensing Photocontrols
NLTAIR2	nLight rIO 2.0 Antenna

DRIVER ELECTRICAL OPTIONS

FPDxx	Factory Programmed Driver
20KV	Extreme surge protection 20kV/10kA, fail off with indicator light

PREWIRED LEAD OPTIONS

L1H	1.5 ft prewired leads
L03	3ft prewired leads
L10	10 ft prewired leads
L20	20 ft prewired leads
L25	25 ft prewired leads
L30	30 ft prewired leads

OPTIC OPTIONS

TB	Tucson Black Cover

NEMA LABEL OPTIONS

NL1X1	1" X 1" ANSI Wattage Label
NL2X2	2" X 2" ANSI Wattage Label

OPTIC OPTIONS

UA	Unitized Assembly

Accessories: *Order as separate catalog number.*

DECORATIVE BAND OPTIONS

RBMX	Ribs and Band Kit, Field installed

(Field installed. For use with units without factory installed ribs and band. Insert trim color for X)

HOUSE-SIDE SHIELD OPTIONS

GVDHSS90	House Side Shield Solid 90˚
GVDHSS12	House Side Shield Solid 120˚
GVDHSS18	House Side Shield Solid 180˚
GVDHSL90	House Side Shield for Lunar Optic Solid 90˚
GVDHSL12	House Side Shield for Lunar Optic Solid 120˚
GVDHSL18	House Side Shield for Lunar Optic Solid 180˚

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SOUTH SAN FRANCISCO OLD TOWN LIGHTING
PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON MASTER PLAN
3.1 ESTIMATE DETAILS - HISTORIC COMMERCIAL **Multiplier: 10.6** **Date: 6/16/2023 Draft**

Line	Item	Component Description	Study Block Quantity	Entire Study Area Quantity	Unit	Unit Cost $	Study Block Estimated Cost $	Entire Study Area Estimated Cost $
1	1	Recommendation 1A - Replace Heads with Higher Output						
2		Traffic control	1	11	LOC	6,500.00	6,500.00	71,500
3		Remove (E) acorn head luminaire	16	170	EA	260.00	4,160.00	44,200
4		Acorn head LED luminaire, 77 W, Holophane Acrylic Washington Postlite Utility LED3	16	170	EA	2,100.00	33,600.00	357,000
5		Lighting controls	1	11	LOC	5,800.00	5,800.00	63,800
6								
7	1	Subtotal - Recommendation 1A - Replace Heads with Higher Output					50,060	536,500
8								
9								
10	2	Recommendation 2 - Retrofit Solution						
11		Traffic control	1	11	LOC	6,500.00	6,500.00	71,500
12		Remove (E) light source at acorn head	16	170	EA	100.00	1,600.00	17,000
13		LED kit, 60 W, Vega D4A Adaptive Light Source	16	170	EA	1,300.00	20,800.00	221,000
14		Lighting controls	1	11	LOC	5,800.00	5,800.00	63,800
15								
16	2	Subtotal - Recommendation 2 - Retrofit Solution					34,700	373,300
17								
18								
19	3	Recommendation 7 - Festoon Lighting over Sidewalk						
20		Traffic control	1	11	LOC	6,500.00	6,500.00	71,500
21		Festoon lighting, 2' oc fixture spacing, Tivoli Litesphere 2.0	896	9,498	LF	68.00	60,928.00	645,864
22		Intermediate support pole w/ footing	7	74	EA	5,000.00	35,000.00	370,000
23		Lighting controls	1	11	LOC	5,800.00	5,800.00	63,800
24		Electrical service upgrade, allow	1	11	LOC	10,200.00	10,200.00	112,200
25								
26	3	Subtotal - Recommendation 7 - Festoon Lighting over Sidewalk					118,428.00	1,263,364

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF SAN CARLOS FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of August, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of San Carlos, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description
Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed four hundred and fifty-seven thousand, eight hundred and thirty-two dollars ($457,832). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Aug. 1, 2024, through July 31, 2026.

5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. The Project shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to the Project under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title: City Manager
Address: City of San Carlos, 600 Elm St, San Carlos, CA 94070
Telephone: 650 802-4100
Email: citymanager@cityofsancarlos.org

14. Electronic Signature

PCEA and Grantee wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. No Recourse Against PCEA's Member Agencies

Grantee acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Grantee waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY	City of San Carlos
_____	_____
Chief Operating Officer, Peninsula Clean Energy Authority	Title: _____
Date:_____	Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal as submitted by

Submittal Date: July 16, 2024

Point of contact name: Nil Blackburn

Point of contact role/title: Assistant City Manager

Point of contact email: nblackburn@cityofsancarlos.org

Exhibit B

In consideration of the Project implemented by Grantee described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Grantee based on the following fee schedule and terms:

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: $228,916. Upon execution of this contract

2. Second payment: $228,916. Upon receipt of project invoices for Eligible Project Expenses of $457,832 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

CITY OF SAN CARLOS
OFFICE OF THE CITY MANAGER

600 ELM STREET
SAN CARLOS, CA 94070
(650) 802-4228
CITYOFSANCARLOS.ORG

Member Agency Energy Grants Application

1. **Overview and description**

Corporation Yard Solar Panel Installation and Roof Replacement

The solar panel system at the City of San Carlos Corporation Yard has been in operation since 2004. Due to the age of the system, obtaining technical support and replacement materials has become increasingly challenging. With advancements in solar technology, newer and more efficient models are now available on the market. Additionally, frequent roof issues and leaks necessitate a complete roof replacement to ensure the integrity of the building and the new solar panel system.

2. **Outcomes and benefits**

Energy Savings: The new roof and updated solar panel system will save energy costs and generate more electricity than the existing setup. In fact, it is estimated that an additional 50 kW can be added to the Corporation Yard, thereby doubling the size of the existing 50 kW system.

Efficiency: The newer solar panels will be more efficient, reducing maintenance costs and downtime.

Sustainability: This project supports the City's sustainability goals by utilizing renewable energy sources.

Structural Integrity: The new roof will protect the building's structural integrity, preventing leaks and damage that could compromise the solar panel system. A new solar system cannot be installed until the new roof is constructed.

3. **Budget**

$644,000 - Corporation Yard Solar Panel Installation and Roof Replacement

The City received the following cost estimate in June from McMillan Electric:

- Estimated cost of new solar system: $220,000
- Estimated cost for removal and disposal of current solar system: $80,000
- Estimated cost of roof replacement: $344,000

In the City of San Carlos' most recent budget update, the City committed $175,000 in funding towards the Corporation Yard Solar Panel Installation and Roof Replacement project in FY 2024-2025 (see page 3). There is still a $469,000 funding gap for this project.

600 ELM STREET
SAN CARLOS, CA 94070
(650) 802-4228
CITYOFSANCARLOS.ORG

4. Timeline

Once the project is fully funded, design and construction can begin. The project will be completed no more than 24 months after receiving funds from the Member Agency Energy Grant program. The project will likely begin in the spring of 2025.

C2410: Roof Replacement and Solar Panel Upgrade - NEW

Fund Number:	General Fund Capital Project - 0025	Location:	Corporation Yard
Department:	Public Works	Strategic Plan:	Yes
Project Manager:	Lou Duran	Priorities:	Safety / Necessary Upgrade
Category:	Facilities	Priority Rating:	1

Description

Replace the roof and existing solar panels at the Corporation Yard to optimize operational efficiency and address critical requirements. The roof replacement arises from prolonged exposure to environmental elements, resulting in significant wear and tear over time.

Justification

The current solar panel system has been in operation since 2004. Challenges arise when technical support and replacement materials are unavailable. Given the advancements in technology, newer and more efficient models are readily accessible on the market. Additionally, increased occurrences of roof issues and leaks now necessitate a full replacement.

Duration

Fiscal Year 2024 - 2025

Status

New project

Programmed Funding

Appropriations	Total Approved Budget	Total Spent	Adopted 2023-24	Adopted Update 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Total Project Funding
Approved Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New request	-	-	-	175,000	-	-	-	175,000
Total	$ -	$ -	$ -	$ 175,000	$ -	$ -	$ -	$ 175,000
Fund Financing Sources								
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Capital Project								
	$ -	$ -	$ -	$ 175,000	$ -	$ -	$ -	$ 175,000

Future Impact on Operating Budget

No

Current Strategic Plan Objective			
	Child Care		
X	Climate Change Mitigation, Adaptation & Resilience		
	Downtown		
	Housing		
	Mobility, Traffic & Transportation Infrastructure		
	Northeast Area Specific Plan		
	Recreation Services		
Capitalized Project	X	Non-Capitalized Project	



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 13, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jeremy Waen, Senior Director of Regulatory Policy

SUBJECT: Approval of Second Amendment to Second Agreement with the Law Firm of Braun Blaising & Wynne, P.C., in an Amount Not-to-Exceed $150,000 for a Total Contract Not-to-Exceed Amount of $600,000.

BACKGROUND

Peninsula Clean Energy (PCE) Authority has had a continuing, productive relationship with outside counsel, Braun Blaising & Wynne (BB&W), P.C., a law firm that specializes in, among other things, energy law, public power, and regulatory matters. Over the last seven years, BB&W has provided PCE with broad support for its litigation of and compliance with complicated regulatory proceedings before the California Public Utilities Commission (CPUC).

The PCE Board originally authorized on June 8, 2018, the first retention agreement with BB&W. Subsequently, on August 18, 2019, the PCE Board authorized the second retention agreement with BB&W which replaced the prior agreement and established a not-to-exceed contract amount of $300,000. Presently, PCE continues to operate under this second amendment. On April 28, 2022, the PCE Board authorized an amendment to the second agreement to increase the not-to-exceed amount to $450,000 to allow for continued regulatory and legal support. PCE staff is now seeking a second amend the current Agreement with BB&W to further expand the not-to-exceed limit by $150,000 to $600,000 of cumulative spend to allow for further support of PCE's regulatory engagement.

DISCUSSION

Braun Blaising & Wynne, P.C., continues to provide PCE with significant assistance in numerous dockets at the California Public Utilities Commission, the California Energy Commission, the California Air Resources Board and with certain legislative activities. Staff has been very satisfied with the assistance this firm has provided to date. In particular, support from BB&W has been instrumental in ensuring PCE's timely compliance with numerous regulatory obligations including the submissions of PCE's Renewable Portfolio Standard (RPS) compliance plans, various compliance filings necessitated by PCE's participation in the Disadvantaged Communities Green-Tariff (DAC-GT), and many other matters. As such, staff seeks to continue this relationship by further amending the authorized not-to-exceed spending limit within the current agreement with BB&W.

FISCAL IMPACT

Additional spend of up to $150,000 for a total contract not-to-exceed cap of $600,000.

ATTACHMENTS:

Second Amendment - BB&W Legal Services Agreement.pdf

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF SECOND AMENDMENT TO SECOND AGREEMENT WITH THE LAW FIRM OF BRAUN BLAISING & WYNNE, P.C., IN AN AMOUNT NOT-TO-EXCEED $150,000 FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF $600,000.

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

WHEREAS, the Peninsula Clean Energy Authority (“Peninsula Clean Energy" or the "Authority") was formed on February 29, 2016; and

WHEREAS, the JPA Agreement forming the Authority delegates to the Board the power to hire a General Counsel pursuant to Paragraph 3.3.2; and

WHEREAS, the San Mateo County Attorney’s Office has been appointed General Counsel and has been delegated authority to retain outside legal services in amounts not to exceed $25,000; and

WHEREAS, the General Counsel has determined it was necessary to seek outside legal services related to state regulatory oversight and policy and on June 8, 2018 this Board authorized the General Counsel to retain Braun Blaising & Wynne, P.C., on behalf of Peninsula Clean Energy for that purpose to execute the retention agreement then presented to the Board; and

WHEREAS, the Board authorized a second agreement with the retention amount of $300,000 on August 18, 2019; and

WHEREAS, the Board authorized a first amendment to the second agreement with the retention amount increased to $450,000 on April 28, 2022; and

WHEREAS, Braun Blaising & Wynne, P.C., has provided assistance to PCE in various capacities and the cost of its legal services will exceed the amount already authorized.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the CEO is authorized to execute with the law firm of Braun Blaising & Wynne, P.C., a second amendment to the current agreement already approved by the Board as long as the amount does not exceed $150,000.

SECOND AMENDMENT TO SECOND LEGAL SERVICES AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND BRAUN BLAISING & WYNNE, P.C.

This Second Amendment ("Second Amendment") to the Second Legal Services Agreement between Peninsula Clean Energy Authority, a California joint powers authority ("Client") and Braun Blaising & Wynne, P.C., a California professional corporation ("Firm"), (individually, a "Party"; collectively, the "Parties"), effective as of the date fully executed by all parties, is made by and between Client and Firm.

WHEREAS, on or about June 8, 2018, the Parties entered into a legal services agreement ("First Agreement") by which the Firm has been providing legal and regulatory services in support of the Client's Community Choice Aggregation ("CCA") program, including certain joint services provided by the Firm to the Client and other CCA clients ("Services"); and

WHEREAS, on or about August 18, 2019, the Parties entered into a second legal services agreement ("Second Agreement") that replaced the First Agreement; and

WHEREAS, on or about April 28, 2022, the Parties amended the Second Agreement ("First Amendment") to increase the not to exceed amount under the Second Agreement ("NTE Amount") from $300,000 to $450,000; and

WHEREAS, the Second Agreement includes a schedule of fees for services provided by Firm to Client, as modified by the First Amendment and subsequent written notices under Section 3(e); and

WHEREAS, the parties now desire to further amend the Second Agreement to increase the NTE Amount and update Firm's schedule of fees.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants contained herein and other good and valuable consideration, the Parties agree to further amend the Second Agreement as follows:

1. The schedule of hourly rates by category in Section 3(a) will be replaced with the following:

Shareholder:	$490
Junior Shareholder:	$440
Senior Attorney:	$400
Senior Associate:	$380
Junior Associate:	$330
Law Clerk:	$190

2. Section 3(f) shall be amended by replacing "$450,000" with "$600,000" in every instance.

3. Except as expressly stated herein, all of the terms and conditions of the Second Agreement will remain in full force and effect.

The Parties have executed this Second Amendment as of the date indicated below.

PENINSULA CLEAN ENERGY	BRAUN BLAISING & WYNNE, P.C.
	
_____	_____
By:	By:
_____	Shareholder/Secretary
Title:	Title:
_____	July 25, 2024
Date:	Date:

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 14, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Approval of Minutes from November 16, 2023, June 27, 2024, and Correction of April 25, 2024 Board of Directors Meetings

RECOMMENDATION

Approval of Minutes from November 16, 2023, June 27, 2024, and Correction of April 25, 2024 Board of Directors Meetings.

BACKGROUND

In addition to presenting minutes from the November 2023 Board meeting, staff had included roll call incorrectly in the April 25, 2024 Board minutes, so the updated minutes are included here along with the most recent Board meeting minutes from June 27, 2024.

ATTACHMENTS:
11-16-2023 BOD Minutes.pdf
06-27-2024 BOD Minutes.pdf
04-25-2024 BOD Minutes V2.pdf

Regular Meeting of the Board of Directors of the Peninsula Clean Energy Authority (PCEA) Minutes

Thursday, November 16, 2023
5:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 5:35 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby, and in the Los Banos City Hall conference room A.

ROLL CALL

Participating:

Dave Pine, San Mateo County, arrived at 5:38 p.m.
Ray Mueller, San Mateo County, arrived at 5:54 p.m. and left at 6:49 p.m.
Rick DeGolia, Atherton, *Chair*
Julia Mates, Belmont
Donna Colson, Burlingame, *Vice Chair*
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
Harvey Rarback, Half Moon Bay
Al Royce, Hillsborough
Paul Llanez Faria, Los Banos, arrived at 6:02 p.m.
Betsy Nash, Menlo Park
Anders Fung, Millbrae, arrived at 5:51 p.m.
Tygarjas Bigstyck, Pacifica
Jeff Aalfs, Portola Valley
Marty Medina, San Bruno
James Coleman, South San Francisco

Absent:

Coleen Mackin, Brisbane
Carlos Romero, East Palo Alto
Sam Hindi, Foster City
Elmer Martinez Saballos, Redwood City
John Dugan, San Carlos
Amourence Lee, San Mateo
Jennifer Wall, Woodside

A quorum was established.

PUBLIC COMMENT

None

SWEARING IN OF NEW BOARD MEMBER

Jennifer Stalzer, Assistant General Counsel, presided over the swearing-in ceremony of new Alternate Board Member, Alvin Royse from Hillsborough.

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS

MOTION: Director Bigstyck moved, seconded by Director Coleman to set the Agenda, and approve Agenda Item Numbers 1-5.

1. Approve a Resolution for a One-Time $300 Rebate for California Alternate Rates for Energy Program (CARE) and Family Electric Rate Assistance Program (FERA) Customers
2. Approval of Consulting Contract Amendment with Andrew Stern to Extend the Term of Services Through January 31, 2024
3. Approval of a Resolution Delegating Authority to Chief Executive Officer to Execute an Agreement with Customized Energy Solutions, LTD. for Scheduling Coordinator, Battery Storage Optimization, Short-term Forecasting, and Congestion Revenue Rights Portfolio Management with terms consistent with those presented, in a form approved by the Deputy County Attorney, and for a term of three years, in an amount not to exceed $2,700,000
4. Approval of the 2024 Board of Directors Schedule of Meetings
5. Approval of EV Ready Program Fund Reservation Agreement, Providing $120,000 in Customer Incentives

MOTION PASSED: 13-0 (Absent: San Mateo County, Brisbane, East Palo Alto, Foster City, Los Banos, Millbrae, Redwood City, San Carlos, San Mateo, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine	X			
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director Mates	X			
Brisbane	Director Mackin				X
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Romero				X
Foster City	Director Hindi				X
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Royse	X			
Los Banos	Director Llanez				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Martinez Saballos				X
San Bruno	Director Medina	X			

San Carlos	Director Dugan				X
San Mateo	Director Lee				X
South San Francisco	Director Coleman	X			
Woodside	Director Wall				X
	Total	13			10

Chair DeGolia introduced Shalini Swaroop, Peninsula Clean Energy's new Chief Operating Officer, and Nick Bijur, Peninsula Clean Energy's new Chief Financial Officer.

REGULAR AGENDA

6. 2023 Board Retreat

Chair DeGolia introduced the 2023 Board Retreat.

a. Segment 1: Introductory Question and Futures Discussion

Shawn Marshall, Chief Executive Officer, introduced Daniel Student from the Potrero Group.

Daniel Student, Director of Business Development with Potrero Group, introduced and facilitated an introductory question of: "Peninsula Clean Energy has been in exponential growth since its inception and is now moving into its next stage of organizational maturity. What does and/or should growth mean or look like for Peninsula Clean Energy in the next 5-7 years? Consider electricity, customer impact, and industry/market impact."

Board discussion ensued.

b. Segment 2: Brief Overview of Organizational Development Evaluation and Feedback from Staff Retreat

Daniel Student gave some background information on the Staff Retreat held in September 2023 and introduced Justin Pine, Strategic Accounts Manager, who provided some feedback from the staff perspective. Daniel then introduced the organizational assessment process which will evolve throughout the upcoming year.

Public Comment: None

c. Segment 3: Update and Discussion on Key Priority #1: Procurement Priorities and 24/7 99% time-coincident goal

Shawn Marshall introduced Roy Xu, Director of Power Resources, who gave a presentation on procurement priorities and the 24/7 99% time-coincident goal.

Vice Chair Colson noted that advancements in technology are missing from these predictions and make it difficult to determine the risk of long-term contracts. Roy explained that to hit the 2027 goal, we will need to procure today, locking ourselves into long-term contracts.

Director Nash noted that a previous discussion indicated that 99% time-coincidence would be cost effective. Chair DeGolia agreed and explained that the market is not moving as previously estimated.

Director Mates asked about 83% as a goal. Roy explained that the 83% goal is based on contracts we already have coming online on time.

Vice Chair Colson shared that the risk of over procuring is a concern and shared that setting a bigger long-term target versus continuously breaking smaller goals is preferable, as is not worrying about a proclamation for how Peninsula Clean Energy will lead the industry.

Director Aalfs added that operating in a range of time-coincidence, perhaps between 95-99%, will help us allow for unforeseen market variations and that the 99% goal could be something that we "walk" towards without locking ourselves into long-term contracts as technology is always improving.

Director Bigstyck shared that evolving the goal towards a model creates an opportunity to still lead the industry.

Director Rarback asked if this 24/7 goal would impact the plans for the surplus funds that Peninsula Clean Energy currently has. Vice Chair Colson explained that a responsible amount is being discussed for redistribution.

Chair DeGolia shared that he would be proud if we got to 90% by 2027 as we're at 83% now, but that the customer should come first, and the customer currently has a focus on the cost of power versus earlier priorities of clean power.

Jeremy Waen, Director of Regulatory Policy, added that the usage line can be reshaped, through programs like Virtual Power Plants and others.

Shawn Marshall asked about structural issues in the regulatory domain and marketplace that are not ready for 24/7 time-coincident and that currently all reporting is on an annual basis. Jeremy explained that there is an initiative and the California Energy Commission (CEC) that reporting will shift to hourly accounting, adding that the California Public Utilities Commission (CPUC) is also planning to shift some targets to an hourly focus.

Director Medina shared that having goals is great, but that unachievable goals mean we need to pivot and do the best we can to minimize risk and keep costs low.

Public Comment: Craig Taylor

The Board took a break from 7:42 p.m. to 7:52 p.m.

d. Segment 4: Update and Discussion of Key Priority #2: Support Decarbonization of Member Agency Communities by 2035

Rafael Reyes, Director of Energy Programs, gave a presentation on supporting decarbonization of member agency communities by 2035.

Director Aalfs asked how much can Distributed Energy Resources (DER) save on PGE distribution costs? Rafael explained that the *theory* is that properly deployed distributed resources can provide grid benefits or wholesale procurement benefits, but it can also provide benefits with the distribution grid and transmission grid. Peter Levitt, Programs Manager, DER, added that the values of DER would be immense, noting that Virtual Power Plants (VPP) would be unlocked in a way that isn't currently seen.

Chair DeGolia shared that batteries are helpful because they reduce load and with proper managing there should be value in deploying batteries during necessary times, but that deploying batteries can be difficult and we need to be able to measure the impact that batteries are having.

Director Nash added that batteries also help with resiliency.

Vice Chair Colson shared that public education may be helpful in reducing load at peak times. Rafael explained that the goal would be to not necessitate the public thinking about it at all.

Director Gonzalez asked about the security of smart grids. Rafael explained that security is always a concern, adding that big risks exist for national security, such as something happening to thousands of vehicles at once, but that a lot of work is being done in this area.

Director Pine asked for cost barrier for DER. Peter Levitt shared that the net cost of DERs is dependent on additional value streams that can be pulled into the equation. Peninsula Clean Energy can pull in a lot of value stacks that some customers are not able to obtain, noting a Peninsula Clean Energy led VPP could provide value as well.

Shawn Marshall suggested a fully developed business plan including a discussion on what is most important to a customer.

Director Aalfs asked what a rate add on would look like for a customer, perhaps as a bonus for meeting a certain load profile.

Public Comment: Craig Taylor, Kim Springer, as read by Nelly Wogberg, Board Clerk.

Director Coleman asked for the fiscal impact on carbon emissions.

e. Segment 5: What does it mean to shift to a more customer-centric approach across our agency?

Gwen Rose, Director of Marketing and Community Relations gave a presentation covering what is means to shift to a more customer-centric approach across the agency.

Director Bigstyck asked what happens to the customer who doesn't know to go to the Peninsula Clean Energy website. Gwen noted that marketing outreach will help with this, as well as targeted communications.

Director Fung asked customers who have questions about electric rates and call PG&E. Gwen shared that a general Brand Awareness campaign to associate that Peninsula Clean Energy provides their power would help with this.

Director Nash asked for more information about the call center. Rafael explained that the call center is through CalPine and handles a high volume of billing questions, but there is no one there to handle program questions.

Director Mates shared that moving from transactional to conversational would be a great idea, noting that a call center might be a large endeavor, and there could be smaller ways to achieve this.

Chair DeGolia shared 3 issues: 1st, the all-encompassing point of contact is important and should be prioritized. 2nd, customers care about costs, and we should design our products to address that, and 3rd, include marketing that drives the customer to our website or has more outreach.

Director Coleman added that the default should be electric appliance. When Googling “water heater” the first thing that should pop up should be the Peninsula Clean Energy website.

Gwen explained that Google ads are currently being used and searches do lead to our site, but there is friction in the process.

Director Aalfs asked for the cost of a customer center and being customer centric, noting that it could be just a rounding error in terms of the procurement budget. Rafael Reyes, Director of Energy Programs, explained it would be small dollars compared to the procurement budget.

Director Daus-Magbual asked why not be human centric instead of customer centric and suggested the use of artificial intelligence or Chat GBT.

Rafael explained that everything that Gwen and staff have discussed presumes an upping human contact, including the website and call center, adding that artificial intelligence is in the works, but will be a lot of work, and needs to follow a foundation in knowledge and trust from customers.

Public Comment: None

Gwen shared key insights from the brand audit.

Shawn Marshall, Chief Executive Officer, shared the next steps and explained that time will be carved out at future Board meetings to continue strategic conversations that we didn’t get to tonight.

ADJOURNMENT

Meeting was adjourned at 9:20 p.m.

Regular Meeting of the Board of Directors of the Peninsula Clean Energy Authority (PCEA) Minutes

Thursday, June 27, 2024
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER YouTube

Meeting was called to order at 6:32 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby and in the Los Banos City Hall conference room B.

ROLL CALL

Participating:

Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Chair,* Arrived at 7:11pm
Ken Gonzalez, Colma
Carlos Romero, East Palo Alto
Sam Hindi, Foster City
Harvey Rarback, Half Moon Bay
Leslie Ragsdale, Hillsborough
Josh Pinhiero, Los Banos Arrived at 6:36pm
Betsy Nash, Menlo Park
Anders Fung, Millbrae Arrived at 6:43pm
Tygarjas Bigstyck, Pacifica
Jeff Aalfs, Portola Valley
Kaia Eakin, Redwood City
Marty Medina, San Bruno, *Vice Chair*
John Dugan, San Carlos
Adam Loraine, San Mateo

Absent:

Dave Pine, San Mateo County
Ray Mueller, San Mateo County
Roderick Daus-Magbual, Daly City
James Coleman, South San Francisco
Ned Fluet, Woodside

A quorum was established.

PUBLIC COMMENT

None

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS

YouTube

Public Comment: None

MOTION: Director Rarback moved, seconded by Director Romero to set the Agenda, and approve Agenda Item Numbers 1-6.

1. Approval of a Contract Amendment with ID Lab Global for PCE Brand and Marketing Services in an Amount Not-to-Exceed $660,000.
2. Approval of Amendments to Peninsula Clean Energy Operating Rules and Regulations: Policy 14, "Delegation of Non-Energy Contracts Commitment and Financial Authority Policy", Policy 15, "Energy Supply Procurement Authority", and Policy 16, "Selection of the Chair and Vice Chair and Appointment to the Executive Committee and Other Standing Board Committees" (Action)
3. Approval of a Resolution Supporting Analysis of Greenhouse Gas Reductions from Local Building Electrification Options.
4. Approval of Residential Low-Income Self-Generation Incentive Program (SGIP) Assistance Program
5. Approval of Minutes from the March 28, 2024 and May 23, 2024 Board of Directors Meetings
6. Appoint the Board Clerk as Secretary of the Board of Peninsula Clean Energy Authority (Action)

MOTION PASSED: 15-0 (Absent: San Mateo County, San Mateo County, Burlingame, Daly City, Los Banos, Millbrae, South San Francisco, and Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson				X
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero	X			
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Pinheiro				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X

Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Eakin	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Fluet				X
	Total	15			8

REGULAR AGENDA

7. Chair Report YouTube

Marty Medina stated that Donna would be providing a Chair Report upon her arrival.

Donna Colson provided a chair report to the Board of Directors.

8. CEO Report YouTube

Shawn Marshall, Chief Executive Officer, provided an update to the Board, and Marc Hershman, Director of Legislative Affairs, provided the Board with a legislative update.

9. Community Advisory Committee Report YouTube

Cheryl Schaff, Community Advisory Committee (CAC) Chair, provided a recap of the June 13, 2024 CAC meeting.

10. Approval of Fiscal Year 2024-2025 Budget (Action) YouTube

Nick Bijur, Chief Financial Officer provided the Board with a 2024-2025 Fiscal Year Budget presentation.

Public Comment: None

MOTION: Director DeGolia moved, seconded by Director Dugan Approve the 2024-2025 Fiscal Year Budget.

MOTION PASSED: 18-0 (Absent: San Mateo County, San Mateo County, Daly City, South San Francisco, and Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			

Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero	X			
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Pinheiro	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Eakin	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Fluet				X
	Total	18	0		5

11. Approval of Updates to Peninsula Clean Energy's Rate Tables and Rates to be effective August 1, 2024 (Action) YouTube

Leslie Brown, Director of Account services provided an update on Energy Rate Tables, and Rates that will be Effective on August 1st, 2024.

Public Comment: None

MOTION: Director Loraine moved, seconded by Director Romero to Approve Updates to Peninsula Clean Energy's Rate Tables and Rates that will be effective August 1st, 2024.

MOTION PASSED: 18-0 (Absent: San Mateo County, San Mateo County, Daly City, South San Francisco, and Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero	X			
Foster City	Director Hindi	X			

Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Pinheiro	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Eakin	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Fluet				X
	Total	18			5

12. Authorization to Adjust Pricing Premium for ECO100 Product Effective January 1, 2025.

YouTube

Leslie Brown, Director of Account Services provided a presentation on an Authorization to Adjust the Pricing Premium for ECO100.

Public Comment: None

MOTION: Director Fung moved, seconded by Director Bigstyck to Approve Authorization of Peninsula Clean Energy's staff's proposal to move forward with Adjusting the Pricing Premium for ECO100.

MOTION PASSED: 23-0 (Absent: San Mateo County, San Mateo County, Daly City, South San Francisco, and Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero	X			
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Pinheiro	X			
Menlo Park	Director Nash	X			

Millbrae	Director Fung	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Eakin	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Fluet				X
	Total	18			5

13. Approval of a Resolution Delegating Authority to the Chief Executive Officer to Execute Two Energy Storage and Services Agreements (ESSA) with San Gabriel Project II, LLC for the Gabriel Storage I & II Projects, and Any Necessary Ancillary Documents, with a Delivery Term of 15 Years Starting at the Commercial Operation Date on or about June 1, 2027, in a Total Amount Not-to-Exceed $208 Million. (Action) YouTube

Roy Xu, Director of Power Resources, and Sara Maata, Senior Director of Power Resources provided an Energy Storage and Services Agreements presentation to the Board of Directors

Public Comment: None

MOTION: Director Rarback moved, seconded by Director Hindi to Approve Peninsula Clean Energy's staff's resolution delegating Authority to the Chief Executive Officer to Execute two Energy Storage and Service Agreements.

MOTION PASSED: 17-0 (Absent: San Mateo County, San Mateo County, Daly City, South San Francisco, and Woodside. Los Banos was in the restroom at the time of this roll-call vote.)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero	X			
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Pinheiro				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			

Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Eakin	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Fluet				X
	Total	17			6

14. Approval of Administrative Updates to the Peninsula Clean Energy Authority Joint Powers Authority (JPA) Agreement (Action) YouTube

Shawn Marshall, Chief Executive Officer gave a presentation on the Joint Powers Authority and updates that are being proposed.

Public Comment: None

MOTION: Director Loraine moved, seconded by Director Fung to Approve the Administrative Updates that were proposed for the Joint Powers Authority.

MOTION PASSED: 18-0 (Absent: San Mateo County, San Mateo County, Daly City, South San Francisco, and Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero	X			
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Pinheiro	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Eakin	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			

San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Fluet				X
	Total	18			5

15. Board Members' Reports

None

CLOSED SESSION YouTube

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Chief Executive Officer
2. CONFERENCE WITH LABOR NEGOTIATORS Agency Designated Representatives: Chair Donna Colson and General Counsel/Assistant General Counsel; Unrepresented Employee: Chief Executive Officer
3. Reconvene Open Session (If Necessary) To Report Any Action(s) Taken During Closed Session

The Board went into Closed Session at 8:50 p.m. YouTube

David Silberman, General Counsel, announced no reportable action.

ADJOURNMENT

Meeting was adjourned at 9:31 p.m.

Regular Meeting of the Board of Directors of the Peninsula Clean Energy Authority (PCEA) Minutes

Thursday, April 25, 2024
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 6:33 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby, in the Los Banos City Hall conference room A, and at 3237 Josephine Street, Denver, CO 80205.

ROLL CALL

Participating:

Ray Mueller, San Mateo County
Rick DeGolia, Atherton, participating remotely
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Chair*
Sam Hindi, Foster City
Harvey Rarback, Half Moon Bay
Leslie Ragsdale, Hillsborough
Paul Llanez, Los Banos
Betsy Nash, Menlo Park
Ann Schneider, Millbrae, participating remotely via AB 2449
Tygarjas Bigstyck, Pacifica
Jeff Aalfs, Portola Valley
Elmer Martinez Saballos, Redwood City, arrived at 6:45 p.m.
Marty Medina, San Bruno, *Vice Chair*
Amourence Lee, San Mateo
James Coleman, South San Francisco, arrived at 6:37 p.m.
Ned Fluet, Woodside

Absent:

Dave Pine, San Mateo County
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
Carlos Romero, East Palo Alto
John Dugan, San Carlos

A quorum was established.

PUBLIC COMMENT YouTube

None

CLOSED SESSION YouTube

1. Conference with Legal Counsel – Anticipated Litigation: Discussion of anticipated litigation pursuant to subdivision (d)(2) and (e)(5) of Section 54956.9; One case.

The Board went into Closed Session at 6:36 p.m.

The Board returned from closed session at 7:12 p.m. YouTube

Jennifer Stalzer, Assistant General Counsel, announced no reportable action.

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS YouTube

MOTION: Director Bigstyck moved, seconded by Director Loraine to set the Agenda, and approve Agenda Item Numbers 2-7.

2. Approval of Load Management Standard (LMS) Plan for submission to California Energy Commission (CEC).
3. Approval of A Three-Year Contract with Robert Half & Associates for Temporary Staffing and Recruitment Support.
4. Approval of Contract Amendment with David Fribush to increase the contract amount by $260,000 and to extend the term of the Agreement to December 31, 2026.
5. Approval of Renewal of Insurance Coverage for the Period from May 1, 2024, through May 1, 2025, at a cost of $197,787.
6. Approval of One EV Ready Program Fund Reservation Agreement, Providing Approximately $185,000 in Customer Incentives.
7. Approval of Minutes from the October 26, 2023 and February 22, 2024 Board of Directors Meetings.

MOTION PASSED: 18-0 (Absent: San Mateo County, Colma, Daly City, East Palo Alto, San Carlos)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero				X
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Llanez	X			

Menlo Park	Director Nash	X			
Millbrae	Director Schneider	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Fluet	X			
	Total	18			5

REGULAR AGENDA

8. Chair Report YouTube

9. CEO Report YouTube

10. Community Advisory Committee Report YouTube v

Cheryl Schaff, Community Advisory Committee (CAC) Chair, gave a presentation on the April 11, 2024 CAC meeting.

11. Approval of Appointments to the Executive Committee and the Audit and Finance Committee (Action). YouTube

Chair Colson introduced this item.

Public Comment: None

MOTION: Director Aalfs moved, seconded by Director Hindi to approve the following appointments:
To the Executive Committee:

1. Dave Pine, San Mateo County
2. Ray Mueller, San Mateo County
3. Rick DeGolia, Atherton
4. Coleen Mackin, Brisbane
5. Donna Colson, Burlingame, Chair
6. Betsy Nash, Menlo Park
7. Anders Fung, Millbrae
8. Jeff Aalfs, Portola Valley
9. Marty Medina, San Bruno, Vice Chair

To the Audit and Finance Committee:

1. Tom McCune, Belmont
2. Donna Colson, Burlingame
3. Carlos Romero, East Palo Alto
4. Leslie Ragsdale, Hillsborough
5. Paul Llanez, Los Banos

MOTION PASSED: 17-0-1 (Absent: San Mateo County, Colma, Daly City, East Palo Alto, San Carlos)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero				X
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Llanez	X			
Menlo Park	Director Nash	X			
Millbrae	Director Schneider			X	
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Fluet	X			
	Total	17		1	5

12. Approval of Updated Peninsula Clean Energy Strategic Plan Organizational Priority Number 1 to: Deliver 100% Renewable Energy on An Annual Basis by 2030 Through Strategic and Cost-Effective Procurement of Resources that Maximize Peninsula Clean Energy 24/7 Hourly Matching of Renewable Energy and Load (Action). YouTube

Roy Xu, Director of Power Resources, and Mehdi Shahriari, Planning and Analytics Manager, gave a presentation on the update to Organizational Priority Number 1.

Public Comment: None

MOTION: Director Loraine moved, seconded by Director Aalfs to Approve the Updated Peninsula Clean Energy's Strategic Plan Organizational Priority #1 to: "Deliver 100% Renewable Energy on An Annual Basis by 2030 Through Strategic and Cost-Effective Procurement of Resources that Maximize Peninsula Clean Energy's 24/7 Hourly Matching of Renewable Energy and Load."

MOTION PASSED: 18-0 (Absent: San Mateo County, Colma, Daly City, East Palo Alto, San Carlos)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X

San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero				X
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Llanez	X			
Menlo Park	Director Nash	X			
Millbrae	Director Schneider	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Fluet	X			
	Total	18			5

13. Approval of Continued Evaluation and Preparation for a Possible Prepay Bond Transaction, Including Approval to Join the California Community Choice Finance Authority and the Engagement of a Financial Advisor and Prepay Counsel (Action). YouTube

Nick Bijur, Chief Financial Officer, gave a presentation on the pre-pay bond transaction.

Public Comment: None

MOTION: Director Mueller moved, seconded by Director Medina to Approve continued evaluation and preparation for a possible Prepay bond transaction potentially in late 2024, including approval to join the California Community Choice Finance Authority (CCCFA) as an associate member at the appropriate time as conduit for the bond issuance, and the nearer term engagement of PFM Financial Advisors (PFM) as Municipal Financial Advisor and Chapman and Cutler as Prepay Counsel.

MOTION PASSED: 18-0 (Absent: San Mateo County, Colma, Daly City, East Palo Alto, San Carlos)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			

Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero				X
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Llanez	X			
Menlo Park	Director Nash	X			
Millbrae	Director Schneider	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Fluet	X			
	Total	18			5

14. Approval of New Zero-Carbon Intensity Low Carbon Fuel Standard (LCFS) Eligible Green Tariff for Public Transit Electrification (Action). YouTube

Justin Pine, Strategic Accounts Manager, gave a presentation on the zero-carbon intensity Low Carbon Fuel Standard eligible green tariff for public transit electrification.

Public Comment: None

MOTION: Director Medina moved, seconded by Director Coleman to Approval of a Zero-Carbon Intensity Low Carbon Fuel Standard Green Tariff to support public transit agency electrification in Peninsula Clean Energy's service territory.

MOTION PASSED: 18-0 (Absent: San Mateo County, Colma, Daly City, East Palo Alto, San Carlos)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine				X
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual				X
East Palo Alto	Director Romero				X
Foster City	Director Hindi	X			
Half Moon Bay	Director Rarback	X			

Hillsborough	Director Ragsdale	X			
Los Banos	Director Llanez	X			
Menlo Park	Director Nash	X			
Millbrae	Director Schneider	X			
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Fluet	X			
	Total	18			5

15. Board Members' Reports YouTube

None

ADJOURNMENT

Meeting was adjourned at 8:53 p.m.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 21, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Shawn Marshall, Chief Executive Officer

SUBJECT: CEO Report (Discussion)

BACKGROUND

This report is provided monthly to the Board of Directors and is informational only.

DISCUSSION

During the Board meeting, CEO Shawn Marshall will provide an update on a variety of PCE topics including but not limited to: a brief legislative update as we approach the end of the legislative session; upcoming nuclear allocation discussion; pre-pay bond activities; Federal funding update; and, other topics/announcements to keep the Board well informed and up to date.

CPUC/CEC Activities and Meetings

PCE is organizing a tour for senior CPUC staff to demonstrate our thought-leadership in the areas of EV infrastructure and expansion, building electrification, and 24/7 renewable energy procurement. The tour will visit a multi-family building with multiple EV chargers from PCE's EVReady program, a low-income home that is fully electrified from PCE's Home Upgrade program, and a discussion on our 24/7 procurement strategy at PCE's office. This tour will take place in late September (date to be confirmed) with approximately seven senior CPUC staff leaders and several PCE team members. The goal of the tour is to educate the CPUC staff on PCE's policy leadership in rightsizing and procurement, demonstrate our program implementation, and develop better relationships.

In addition, PCE has been conducting informational briefings with all CPUC and CEC Commissioners to update them on PCE's priorities and progress over the past year. This is all part of PCE's goal of developing consistent, valuable and visible leadership in CA state and federal policymaking.

CEO Member Agency Briefings

San Carlos – August 12
South San Francisco – August 14
San Mateo – August 19

Half Moon Bay - August 20
San Mateo County Board of Supervisors - August 27
Millbrae - September 10
Woodside - September 24
Portola Valley - September 25
Menlo Park – October 22

Conferences and Speaking Engagements

- July 20 – **Donna Colson, Anders Fung and Kirsten Andrews-Schwind**, Stanford University Global Green Development Summit Panel
- August 3 – **Kirsten Andrews-Schwind**, Silicon Valley Youth Climate Action Summit
- August 13 – **Justin Pine and Kirsten Andrews-Schwind**, SAMCEDA Public Policy Committee Presentation
- August 22 – **Philip Kobernick**, SVCE Member Agency Working Group and Young Professionals in Infrastructure
- August 29 – **Carlos Moreno**, Silicon Valley Bike Coalition
- September 15 – **Jana Kopyciok-Lande**, Environmental Law Conference of Yosemite
- September 25 – **Philip Kobernick**, Forth Mobility Roadmap National Conference

PCE In the Community

- July 17 - Clean Energy Teacher Fellowship, San Mateo County
- July 22 - Los Banos City Hall Tabling
- July 25 - Pacifica Electrification Workshop
- August 3 - Climate Resilient Communities Youth Climate Career Fair; East Palo Alto
- August 5 - Los Banos City Hall Tabling
- August 6 - National Night Out, Los Banos
- August 6 - Redwood City Electrification Workshop in English
- August 7- Redwood City Electrification Workshop in Spanish
- August 24 - San Bruno Recreation & Aquatic Center Grand Opening Celebration
- September 10 - Half Moon Bay Electrification Workshop
- September 20 - Los Banos City Hall Tabling
- September 21 - Downtown Fall Street Faire, Los Banos
- September 25 - Healthy Air, Healthy Home Electrification Workshop; Menlo Park
- September 27 - Los Banos Parks & Recreation Salute to Seniors
- September 28 - Roots & Watts - 350 Silicon Valley; Half Moon Bay
- September 28- Climate Resilient Communities Resilience Fair in English; East Palo Alto
- September 28- Climate Resilient Communities Resilience Fair in Spanish;East Palo Alto
- September 29 - Clean Air Day event at the Foster City Library

PCE Staffing Update

Please Welcome to Our Team…

Andy Wang, Data Engineer (July 1)
Gabriela Ibarra, Energy Programs Analyst/Electrification Concierge (July 16)
Stephanie Elmore, Call Center Manager (July 16)
Isabel Castillo, Senior Programs Specialist (Aug 1)
Siyuan Guo, Data Engineer, Power Resources (Aug 16)

…And Celebrating a Promotion!

Congratulations to **Phillip Kobernick** who was promoted to Associate Director of Energy Programs. In this role, Phillip will oversee our transportation and buildings electrification initiatives, lead on marketing engagement, associated pilots, policy and ongoing thought-leadership in both areas.

PCE is hiring! Please Help Us Spread the Word
Director of People and Culture (application period closed)
Customer Success Advisor (Bi-Lingual/Spanish Required)
Customer Success Advisor (English/Spanish/Mandarin Preferred)

Check out https://www.peninsulacleanenergy.com/join-our-team/ for more information.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 9, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kirsten Andrews-Schwind, Associate Director of Community Relations and Climate Equity, and Vanessa Shin, Associate Manager of Community Relations

SUBJECT: Approval of a Resolution to Delegate Authority to the Chief Executive Officer to Finalize and Execute a Contract with the San Mateo County Office of Education for an Amount Not-to-Exceed $210,000 in Fiscal Year 2024-2025 (Action)

RECOMMENDATION

Approval of a Resolution to Delegate Authority to the Chief Executive Officer to Finalize and Execute a Contract with the San Mateo County Office of Education for an Amount Not-to-Exceed $210,000 in Fiscal Year 2024-2025

BACKGROUND

Peninsula Clean Energy understands that the mission of reducing greenhouse gas emissions depends on educating the next generation of energy and environmental leaders. A key tactic in the Marketing section of Peninsula Clean Energy's strategic plan is to "continue to support schools-based literacy programs focused on energy."

Schools play a crucial role in Peninsula Clean Energy's mission to reduce greenhouse gas emissions in our communities. In partnership with the San Mateo County Office of Education (SMCOE), Peninsula Clean Energy proposes to support schools with decarbonizing their facilities, promoting energy literacy, and raising awareness of career opportunities related to clean energy.
Peninsula Clean Energy's goals for education programs include:

1. Increase understanding of Peninsula Clean Energy
2. Increase understanding of electricity content, greenhouse gas emissions reduction, and decarbonization
3. Encourage community participation in Peninsula Clean Energy's energy programs
4. Support schools in decarbonizing their buildings
5. Support the workforce development needed to achieve Peninsula Clean Energy's goals

DISCUSSION

Peninsula Clean Energy proposes to continue our ongoing collaboration with the San Mateo

County Office of Education (SMCOE) on the programs described below to achieve our educational goals. To help evaluate the effectiveness of each program in delivering content, SMCOE will incorporate knowledge-based questions in pre- and post-event surveys to participants. SMCOE will use its Equity Index to identify and prioritize districts with students from underserved communities for outreach and participation in its programs.

Accelerating School Decarbonization (Continuation from 2024-25 School Year)
Despite funding and resources from Peninsula Clean Energy, PG&E, and other entities, school districts have difficulty accessing available support to electrify their facilities and operations. Peninsula Clean Energy will partner with SMCOE to build staff capacity and expertise on the county level to help districts understand funding opportunities as well as requirements related to decarbonization.

Additionally, SMCOE will continue to collect baseline data on facilities, including cataloguing existing methane gas appliances and age of equipment. With this data, SMCOE will provide tailored recommendations for each school district. To help school districts proactively plan to replace gas-powered equipment with electric appliances and fleets, SMCOE will advise on the Facilities Master Plan process as well as local bond measures.

Enhancing Energy Literacy in the Classroom (Continuation from 2024-25 School Year)
Through a 2-hour workshop, SMCOE will train educators to deliver hands-on curriculum related to Peninsula Clean Energy's mission. Developed in partnership with Peninsula Clean Energy, the curriculum will discuss the benefits of clean energy and how it is a solution to climate change. Students will evaluate different sources of electricity, including fossil fuels and renewable sources, and experiment with producing electricity through a model solar panel and/or wind turbine. SMCOE will provide classroom materials and ongoing support to teachers with implementation of the curriculum.

Furthermore, SMCOE will foster school champions and inspire leadership around decarbonization. SMCOE will convene youth, educators, and administrators at county-wide summits to raise awareness of Peninsula Clean Energy and school decarbonization opportunities. Through an awards program, SMCOE will inspire leadership by recognizing exemplary projects related to school decarbonization or clean energy curriculum.

Career Technical Education Collaboration (New Program)
To decarbonize the building and transportation sectors, there is a growing need for a skilled electricians, contractors, and tradespeople. Career Technical Education (CTE), in which students gain exposure to industry-specific skills and knowledge, presents an opportunity to raise awareness of these careers. However, CTE programs in San Mateo County need support with preparing students for careers in a decarbonizing world, especially in sectors that are changing rapidly due to the transition off of fossil fuels.

SMCOE will explore how to align CTE curriculum with workforce needs for installation and maintenance of electric vehicles (EVs) and charging infrastructure as well as the need for electricians. SMCOE will engage with CTE educators and industry partners, including representatives from Jefferson Union High School District (JUHSD), Skyline College, International Brotherhood of Electrical Workers Local 617, and Peninsula Clean Energy. The goals for this collaboration include:

- Explore how to raise awareness of high wage, high growth occupations in EVs, charging

infrastructure, and electricians among CTE instructors and students.
- Understand the career pathways for EVs, charging infrastructure, and electricians, including Labor Market Information, post-secondary certification programs, and anchor technical skills and concepts.
- Align current CTE pathways with the identified anchor technical skills, concepts, and post-secondary certification programs for EVs, charging infrastructure, and electricians.
- Support a pipeline for new and innovative apprenticeship opportunities.

On August 8, 2024, the Community Advisory Committee made the following recommendation to the Board of Directors:

The Community Advisory Committee of PCE endorses the staff's proposed continued funding and allocations for the Energy Literacy and School Decarbonization Programs and encourages the Board to increase the funding in the next budget cycle and publicize and celebrate the achievements of the Programs as soon and as vigorously as possible.

Table 2. 2024-25 San Mateo County Office of Education Proposed Educational Programs and Funding

Program	Amount	Description
		SMCOE will provide leadership and increased staff support to school districts as they build and update their facilities: 1. Assist local education agencies (LEAs) with electrification measures by 1) educating them about the benefits and policy mandates regarding electrification; and 2) referring them to Peninsula Clean Energy energy programs and other resources. 2. Collect baseline data on electrification of LEAs in San Mateo County through a sustainability data collection project. 3. Establish annual reporting and show improvement on building electrification and fleet metrics for all school districts in the County. 4. Provide leadership and assistance to LEAs in developing and updating local Facilities Master Plans in accordance with decarbonization goals and standards. 5. Support LEAs with preparing bond measures that include funding for electrification measures. 6. Prepare sustainability plans, reports, and guidance documents as needed for construction project management. *2023-24 Results* SMCOE advised 21 out of 23 school districts with electrification of their buildings and fleets in 2023-24. First, SMCOE staff initiated meetings with school district leaders, including superintendents, chief business officers, and facilities managers, to understand their needs and share information about available resources. Each quarter, SMCOE provided a written summary of these

School Decarbonization	Up to $124,000	conversations, including new developments and progress on decarbonization projects. To continue to educate school district leaders on available opportunities, SMCOE coordinated webinars with chief business officers and other key decision-makers in collaboration with Peninsula Clean Energy. To identify key opportunities to advise school districts on decarbonization, SMCOE has tracked all 23 districts' Facilities Master Plan and the timeline for updates. SMCOE has also identified school districts that are either providing facility upgrades under a current bond program or are actively pursuing a future bond. Additionally, SMCOE collected baseline data related to energy for 10 out of 23 school districts. The report included a catalogue of existing gas-powered equipment and expected date of retirement. SMCOE has leveraged this data to create tailored recommendations for decarbonization and present these findings to school districts. *2024-25 Goals* SMCOE will continue to advise school districts on decarbonization projects and communicate their progress and feedback to Peninsula Clean Energy. School district personnel, especially chief business officials, superintendents, and facilities managers, will receive ongoing education about Peninsula Clean Energy programs and other resources through monthly webinars. At least 8 additional school districts will complete collection of baseline data and receive recommendations on electric upgrades.

Capacity Building Environmental Literacy Sampler Workshops	Up to $16,500	Through 2-hour, in-person workshops, SMCOE will train up to 40 teachers on delivering a lesson plan on clean energy. Peninsula Clean Energy will provide subject matter expertise and collaborate on curriculum content. Participating teachers will receive classroom materials to teach a hands-on experiment relating to clean energy. *2023-24 Results* SMCOE provided training and classroom materials to 34 middle and high school teachers through the "Harnessing the Power of Wind in the Classroom" workshop in the spring of 2024. In that school year, 9 teachers integrated the renewable energy curriculum into their lesson plans, reaching an estimated 360 students. The other 25 teachers pledged to use the materials in the next school year, as they had already taught their energy units that year. SMCOE will follow up with the participants from the previous year's workshops and provide ongoing support with implementing the curriculum. If SMCOE identifies any teachers who do not plan to use the classroom materials, they will be reallocated to other teachers who have received training on the curriculum. Peninsula Clean Energy will continue to partner with SMCOE to deliver training on clean energy curriculum to up to 40 new teachers. Our goal is to reach at least 1800 students among the teachers trained in the previous and current year. To help evaluate the effectiveness of the workshops, SMCOE will incorporate knowledge-based questions related to clean energy in pre- and post-event surveys to participants.

Sustainable and Climate Ready Schools (SCRS) Challenge Awards	Up to $2,500	SMCOE will award five schools for exemplary projects related to school decarbonization or clean energy curriculum. In addition to recognizing leadership by schools, each $500 award will raise awareness of Peninsula Clean Energy's mission and inspire other schools to pursue related projects. *2023-24 Results* The Awards recognized school districts that have taken action to electrify their facilities or fleets. Peninsula Clean Energy presented the awards as part of the Climate-Ready Schools Symposium. In a survey, nearly 80% of participants (22 of 28) said that the Awards Ceremony was "Very Inspiring" with the remaining respondents characterizing it as "Somewhat Inspiring." *2024-25 Goals* The Awards will maintain a strong emphasis on clean energy and decarbonization. It will provide an opportunity to recognize school district leadership facilitated through the School Decarbonization Program, described above.
Climate-Ready Schools Symposium	Up to $5,500	SMCOE will convene school administrators, teachers, and other stakeholders at a one-day summit that will promote environmental literacy and decarbonization of facilities. Peninsula Clean Energy will be invited to participate in a facilities-focused panel at the Symposium as well as provide information about energy programs to attendees. *2023-24 Results* The inaugural Climate-Ready Schools Symposium was held on April 30, 2024. 22 out of 23 school districts were represented at the Symposium with around 80 attendees. Blake Herrschaft, Building Electrification Programs Manager at Peninsula Clean Energy, spoke during the "Facilities and Operations: Regional Resources and Funding Strategies" panel. Peninsula Clean Energy also hosted a table to connect with participants. *2024-25 Goals* Peninsula Clean Energy will partner with SMCOE to provide speakers and content. Our goal is to maintain high participation from school districts.

Environmental Youth Leadership Summit	Up to $2,800	SMCOE will coordinate a half-day summit for youth leaders in San Mateo County to learn about the role of clean energy and electrification in local climate action. Peninsula Clean Energy will be invited to participate in an energy-focused panel or workshop at the Summit. *2023-24 Results* The Environmental Youth Leadership Summit was held on Saturday, October 14, 2023. The Summit brought together 85 sixth- to twelfth-grade students from across San Mateo County. Peninsula Clean Energy staff facilitated a workshop, including an induction cooktop demonstration, and tabled at the event. *2024-25 Goals* Peninsula Clean Energy will partner with SMCOE to provide speakers and content. SMCOE will incorporate knowledge-based questions related to clean energy in pre- and post-event surveys to help evaluate what students learned. SMCOE will continue to leverage its Equity Index to strengthen outreach to students from equity priority districts.
Career Technical Education (CTE) Collaboration	Up to $26,400	SMCOE will engage with CTE educators and industry partners, including Jefferson Union High School District (JUHSD), Skyline College, International Brotherhood of Electrical Workers Local 617, and Peninsula Clean Energy to achieve the following goals: 1. Review Labor Market Information for high wage, high growth occupations related to electric vehicles, charging infrastructure, and electricians. 2. Conduct a landscape analysis of regional post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians. 3. Identify anchor technical skills and concepts to enter into post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians. 4. Create a curriculum map of current CTE pathways with opportunities to integrate anchor technical skills and concepts for electric vehicles, charging infrastructure, and electricians, aligned to post-secondary certification programs. 5. Identify next steps for developing a CTE career pipeline for electric vehicles, charging infrastructure, and electricians. This recommendation includes key players for further collaboration as well as infrastructure and funding needed.

Additional Support for Schools

For context, Peninsula Clean Energy has supported additional environmental and energy education initiatives at the San Mateo County Office of Education and other local partners since 2018. These include:

- Youth Climate Ambassadors program: Across five program cohorts, almost 300 high school students have graduated from a seven-month leadership program. Participants build leadership skills and learn how to take action on social and environmental issues contributing to the climate crisis.
- Green Career Awareness: Curriculum and field trips focused on green careers in clean energy, estimated to reach 500 students in the 2025-26 school year.
- Community Colleges Partnership: Engage students to develop interactive exhibits focused on clean energy, electrification, and related careers to educate their peers at the College of San Mateo, Cañada College, and Skyline College.

Peninsula Clean Energy staff have also partnered directly with several Los Banos science teachers to present at career days and AP Environmental Studies classes in Los Banos schools. We have sponsored science education activities, including a science fair at Pacheco High School that reaches 1200 elementary students annually. Staff have also met with Los Banos Unified School District principals and teachers to explore further opportunities to support environmental and green energy career education. As these conversations progress, we look forward to providing funding for Los Banos schools at a proportional level.

FISCAL IMPACT

The contract will not exceed $210,000 in the fiscal year 2024-25.

STRATEGIC PLAN

This partnership with the San Mateo County Office of Education will support the following goal in the Peninsula Clean Energy Strategic Plan:

Key Tactic 2. Continue to support schools-based literacy programs focused on energy.

- Task 1: Work with San Mateo County Office of Education, San Mateo County Community College District and Los Banos schools to identify and support opportunities to educate students, teachers and administrators about energy-related environmental impact in order to inspire action
- Task 2: Sponsor awards that recognize student and schools-based achievements in energy and the environment

ATTACHMENTS:

2024-25 San Mateo County Office of Education Contract.docx

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF A RESOLUTION TO DELEGATE AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO FINALIZE AND EXECUTE A CONTRACT WITH THE SAN MATEO COUNTY OFFICE OF EDUCATION FOR AN AMOUNT NOT-TO-EXCEED $210,000 IN FISCAL YEAR 2024-2025 (ACTION)

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

WHEREAS, Peninsula Clean Energy was formed on February 20, 2016; and

WHEREAS, Peninsula Clean Energy understands that the mission of reducing greenhouse gas emissions depends on educating the next generation of energy and environmental leaders; and

WHEREAS, Peninsula Clean Energy has committed funding for various schools-based literacy programs focused on energy, climate, and green careers in partnership with the San Mateo County Office of Education since 2018; and

WHEREAS, Peninsula Clean Energy desires to continue and expand support for education on clean energy and related careers as well as decarbonization of school facilities; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Office to finalize and execute an agreement with the San Mateo County Office of Education in an amount not to exceed $210,000 in FY 2024-25 in a form approved by the General Counsel.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND THE SAN MATEO COUNTY OFFICE OF EDUCATION

This Agreement is entered into this 1st day of September, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and the San Mateo County Office of Education, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of advancing energy literacy, facilities decarbonization, and Career Technical Education alignment with electric vehicle workforce needs in San Mateo County schools.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed two hundred and ten thousand ($210,000). In the event that the PCEA makes any advance payments, Contractor agrees to refund

any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2024 – June 30, 2025.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief Executive Officer of the PCEA or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to Contractor as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of PCEA and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA's prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

10. W-9 Form and Submission of Invoices

Invoices shall only be submitted by electronic form by sending an email to both the **PCEA project contact's email address** and to **PCEA's Finance email address** (vshin@peninsulacleanenergy.com, kandrews-schwind@peninsulacleanenergy.com,

finance@peninsulacleanenergy.com). Contractor shall submit a completed W-9 form electronically to the same email addresses. Contractor understands that no invoice will be paid by PCEA unless and until a W-9 Form is received by PCEA.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Yes	Comprehensive General Liability (Applies to all agreements)	$1,000,000
No	Motor Vehicle Liability Insurance (Yes, if motor vehicle is used in performing services)	$1,000,000
No	Professional Liability Insurance (Yes, if Contractor is a licensed professional)	$1,000,000

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or

regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to PCEA upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Employee Benefits

With respect to the provision of benefits to its employees, Contractor shall ensure that employee benefits provided to employees with domestic partners are the same as those provided to employees with spouses.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

_X_ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

___ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Chief Executive Officer, including but not limited to the following:

i. termination of this Agreement;

ii. disqualification of the Contractor from being considered for or being awarded a PCEA contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

To effectuate the provisions of this Section, the Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and PCEA.

14. Confidential Information

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term “Confidential Information” includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov’t Code Section 6250, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

(c) As practicable, PCEA shall mark Confidential Information with the words “Confidential” or “Confidential Material” or with words of similar import, or, if that is not possible, PCEA shall notify the Contractor (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. PCEA’s failure or delay, for whatever reason, to mark or notify Contractor at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA's exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts, notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor's off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor's option. The obligations of this provision will survive termination or expiration of this Agreement.

15. Data Security

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA's express written consent. For purposes of this provision, security procedures are "reasonable and appropriate" when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and government rules or directives applicable to the Contractor in connection with its access of Personal Information.

16. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Contractor agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with

this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

17. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

18. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

19. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061

Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title: Kevin Bultema, Deputy Superintendent, Business Services
Address: 101 Twin Dolphin Drive, Redwood City, CA 94065
Telephone: 650-802-5300
Email: kbultema@smcoe.org

20. Electronic Signature

PCEA and Contractor wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

21. No Recourse Against PCEA's Member Agencies

Contractor acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Contractor waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY

By: _____

Chief Executive Officer, Peninsula Clean Energy Authority

Date: _____

San Mateo County Office of Education

_____

Contractor's Signature

Date: _____

Exhibit A

Peninsula Clean Energy (PCEA) understands that the mission of reducing greenhouse gas emissions depends on educating the next generation of energy and environmental leaders. PCEA's goals for education programs include:

1. Increase understanding of PCEA
2. Increase understanding of electricity content, GHG emissions reduction, and decarbonization
3. Encourage community participation in PCEA's energy programs
4. Support schools in decarbonizing their buildings
5. Support the workforce development needed to achieve PCEA's goals

Environmental Literacy and School Decarbonization

To advance Goals 1-3, the San Mateo County Office of Education (SMCOE) will engage key stakeholders, including students, teachers, and administrators, in the concepts of clean energy and the role of electrification in addressing climate change.

Capacity Building Environmental Literacy Sampler Workshops

Through 2-hour, in-person workshops, SMCOE will train up to 40 teachers on delivering a lesson plan focused on clean energy. PCEA will provide subject matter expertise and collaborate on and review curriculum content. Participating teachers will receive classroom materials for a hands-on experiment relating to clean energy.

Climate Ready Schools Symposium

SMCOE will convene school administrators, teachers, and other stakeholders at a one-day summit that will promote environmental literacy and decarbonization of facilities. PCEA will be invited to participate in a facilities-focused panel at the Symposium as well as provide information about energy programs to attendees.

Environmental Youth Leadership Summit

SMCOE will coordinate a half-day summit for youth leaders in San Mateo County to learn about the role of clean energy and electrification in local climate action. PCEA will be invited to participate in an energy-focused panel or workshop at the Summit.

Sustainable and Climate Ready Schools Challenge (SCRS) Awards

SMCOE will award five schools for exemplary projects related to school decarbonization or clean energy curriculum. In addition to recognizing leadership by schools, each $500 award will raise awareness of PCEA's mission and inspire other schools to pursue related projects.

School Decarbonization

Achieving decarbonization in San Mateo County schools (Goal 4) will require coordination and support at the county level. San Mateo County school districts, many of which are small, will need support to navigate construction and facilities-related mandates, pursue decarbonization, and take advantage of related funding opportunities. To fulfill this need, SMCOE will provide leadership and staff support to school districts as they build and update their facilities and move to greater decarbonization.

Goals for this project are:

1. Assist local education agencies (LEAs) with electrification measures by 1) educating them about the benefits and policy mandates regarding electrification; and 2) referring them to PCEA energy programs and other resources.
2. Collect baseline data on electrification of LEAs in San Mateo County through the Green Facilities Data Collection project.
3. Establish annual reporting and show improvement on building electrification and fleet metrics for all school districts in the County.
4. Provide leadership and assistance to LEAs in developing and updating local Facilities Master Plans in accordance with decarbonization goals and standards.
5. Support LEAs with preparing bond measures that include funding for electrification measures.
6. Prepare sustainability plans, reports, and guidance documents as needed for construction project management.

SMCOE will use the Equity Index to identify and prioritize districts for outreach and education.

Career Technical Education Collaboration

To advance Goal 5, SMCOE will explore the expansion of current Career Technical Education (CTE) pathway curriculum to align with workforce needs for installation and maintenance of electric vehicles (EV) and charging infrastructure as well as the general

growing need for electricians to meet increased workforce demand driven by clean energy and building electrification.

The ultimate goal is to support a pipeline for new and innovative apprenticeship opportunities in priority and emerging industry sectors that relate to electric transportation. PCEA will fund collaboration and will provide information about local clean energy and climate action to be integrated into the pathway development.

Eligible CTE sectors in San Mateo County include Transportation (Automotive); Engineering and Architecture; Information and Communication Technologies; Building and Construction Trades; and Energy, Environment, and Utilities (not currently offered).

SMCOE will convene CTE educators and industry partners, including representatives from Jefferson Union High School District (JUHSD), Skyline College, and PCEA to achieve the following goals:

- Explore how to raise awareness of high wage, high growth occupations in EVs, charging infrastructure, and electricians among CTE instructors and students.
- Understand the career pathways for EVs, charging infrastructure, and electricians, including Labor Market Information, post-secondary certification programs, and anchor technical skills and concepts.
- Align current CTE pathways with the identified anchor technical skills, concepts, and post-secondary certification programs for EVs, charging infrastructure, and electricians.
- Support a pipeline for new and innovative apprenticeship opportunities.

In partnership with PCEA, SMCOE shall provide the following services:

1. Review Labor Market Information for high wage, high growth occupations related to electric vehicles, charging infrastructure, and electricians.
2. Conduct a landscape analysis of regional post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians.
3. Identify anchor technical skills and concepts to enter into post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians.

4. Create a curriculum map of current CTE pathways with opportunities to integrate anchor technical skills and concepts for electric vehicles, charging infrastructure, and electricians, aligned to post-secondary certification programs.

5. Identify next steps for developing a CTE career pipeline for electric vehicles, charging infrastructure, and electricians. This recommendation includes key players for further collaboration as well as infrastructure and funding needed.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Contractor based on the following fee schedule and terms:

Item	Amount	Description
School Decarbonization	Up to $124,000	• Staff time of Director of Sustainable Construction and Facilities
Capacity Building Environmental Literacy Sampler Workshops	Up to $16,500	• SMCOE to purchase classroom renewable energy experiment kits for up to 20 participants per workshop, up to 2 workshops (up to 40 participants to total) • $500 for snacks and workshop materials
Sustainable and Climate Ready Schools (SCRS) Challenge Awards	Up to $2,500	• Up to five awards for school decarbonization and clean energy curriculum projects • Each award is $500
Climate-Ready Schools Symposium	Up to $5,500	• $3,000 for speaker fees • $2,000 for food • $500 for materials
Environmental Youth Leadership Summit	Up to $2,800	• $1,000 for speaker fees • $1,500 for food • $300 for materials

Career Technical Education Collaboration	Up to $11,400	Collaboration and Facilitation Planning • Develop plan for Green Careers Collaboration, including coordinating partners, developing timeline and milestones, and facilitating meetings • Up to 80 hours of staff time for SMCOE coordinator
	Up to $5,000	EV Careers Landscape Analysis • Research labor market information, certification programs, and anchor technical skills related to EV careers • Up to 20 hours of staff time for SMCOE coordinator and high school or college educators
	Up to $10,000	CTE Curriculum Map and Next Steps • Create a curriculum map that aligns CTE pathways with anchor technical skills and certification programs for EV careers • Identify next steps for developing a CTE career pipeline for electric vehicles, charging infrastructure, and electricians. This recommendation includes key players for further collaboration as well as infrastructure and funding needed • Up to 80 hours of staff time for SMCOE coordinator and high school or college educators
Administrative Overhead (13.9%)	Up to $24,700.30	
Contingency Funds	Up to $7,599.70	Any use of contingency funds for unforeseen program costs must be pre-approved in writing by PCEA
Total	**Up to $210,000**	

Payment Schedule

Payment Date	Deliverables	Maximum Payment
October 15, 2024	School Decarbonization Program • Provide spreadsheet(s) of baseline equipment data based on the ongoing Green Facilities Data Collection Project. Data will be collected through landscape analysis of at least 2 school districts. Metrics will include, but are not limited to the following: o HVAC: ▪ Gas or electric heat ▪ Cooling? (Y/N) ▪ Number of units ▪ Age of equipment o Plumbing ▪ Gas or electric water heating ▪ Number of units ▪ Age of equipment o Expected year of retirement of three oldest fleet vehicles o # of EV chargers and electric buses o # of On-Site Renewable Energy installations (total kW) o # of Sustainable and Climate Action Plans developed and implemented in district • Prepare a report that recommends electric equipment upgrades or replacements in participating school districts for the following use types: air conditioning, space heating, water heating, cooking, and clothes drying. Present findings and recommendations to districts. • Identify Districts with updated Facility Master Plans (FMP's) and are either providing facility upgrades under a current bond program or are actively pursuing a future bond. Provide a spreadsheet of districts FMP and bond status. • Coordinate opportunities for mutual team collaboration to give presentations to groups of school district personnel, especially chief business officials, superintendents, and facilities managers. • Organize at least one webinar / information session per month that addresses electrification of school facilities and PCE programs, for the county's 23 school districts. • Project lead participates in monthly check-ins with PCEA.	$31,000.00

Payment Date	Deliverables	Maximum Payment
	Career Technical Education Collaboration • PCEA staff are invited to collaboration meetings and invited to provide subject matter expertise. • Submit plan for collaboration for PCEA review, including milestones and meeting deliverables for the following tasks: o Review Labor Market Information for high wage, high growth occupations related to electric vehicles, charging infrastructure, and electricians. o Conduct a landscape analysis of regional post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians. o Identify anchor technical skills and concepts to enter into post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians. o Create a curriculum map of current CTE pathways with opportunities to integrate anchor technical skills and concepts for electric vehicles, charging infrastructure, and electricians, aligned to post-secondary certification programs. o Identify next steps for developing a CTE career pipeline for electric vehicles, charging infrastructure, and electricians. This recommendation includes key players for further collaboration as well as infrastructure and funding needed. • All collaboration tasks focus on electric vehicles, electric vehicle charging infrastructure, and electricians. • Project lead participates in monthly check-ins with PCEA. • PCEA is acknowledged as a sponsor during program promotion and media.	$11,400.00
	Capacity Building Environmental Literacy Sampler Workshops • Contact and assist the workshop participants from the 2023-24 school year who have pledged to use the windmill kits in the 2024-25 school year. • If Contractor identifies any teachers who do not plan to use the windmill kits, Contractor will reallocate the windmill kits to other teachers who have received training on the curriculum.	$500.00
	Subtotal	$42,900.00
	Administrative overhead (13.9%)	$5,963.10
	Total	Up to $48,863.10

Payment Date	Deliverables	Maximum Payment
January 15, 2025	School Decarbonization Program • Provide spreadsheet(s) of baseline equipment data based on the ongoing Green Facilities Data Collection Project. Data will be collected through landscape analysis of at least 2 school districts. Metrics will include, but are not limited to the following: o HVAC: ▪ Gas or electric heat ▪ Cooling? (Y/N) ▪ Number of units ▪ Age of equipment o Plumbing ▪ Gas or electric water heating ▪ Number of units ▪ Age of equipment o Expected year of retirement of three oldest fleet vehicles o # of EV chargers and electric buses o # of On-Site Renewable Energy installations (total kW) o # of Sustainable and Climate Action Plans developed and implemented in district • Prepare a report that recommends electric equipment upgrades or replacements in participating school districts for the following use types: air conditioning, space heating, water heating, cooking, and clothes drying. Present findings and recommendations to districts. • Identify Districts with updated Facility Master Plans (FMP's) and are either providing facility upgrades under a current bond program or are actively pursuing a future bond. Provide a spreadsheet of districts FMP and bond status. • Coordinate opportunities for mutual team collaboration to give presentations to groups of school district personnel, especially chief business officials, superintendents, and facilities managers. • Organize at least one webinar / information session per month that addresses electrification of school facilities and PCE programs, for the county's 23 school districts. • Project lead participates in monthly check-ins with PCEA.	$31,000.00

Payment Date	Deliverables	Maximum Payment
	Environmental Youth Leadership Summit o PCEA staff are invited to present the following topics: o San Mateo County leadership in climate action o Clean electricity sources from PCEA o Role of electrification in addressing climate change o Health and environmental justice impacts of using fossil fuels in buildings and transportation o Registration form and post-event participant survey includes questions assessing knowledge of local climate change causes and solutions. o PCEA resources and information are included in a follow-up email to Summit registrants and participants. o Acknowledge PCEA as a sponsor through program promotion and media. o Submit brief report, including list of participants and schools represented as well as common questions or observations from attendees.	$2,800.00
	Career Technical Education Collaboration • PCEA staff are invited to collaboration meetings and invited to provide subject matter expertise. • Submit documentation of the following tasks: o Review Labor Market Information for high wage, high growth occupations related to electric vehicles, charging infrastructure, and electricians. o Conduct a landscape analysis of regional post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians. • All collaboration tasks focus on electric vehicles, charging infrastructure, and electricians. • Project lead to participate in monthly check-ins with PCEA. • PCEA is acknowledged as a sponsor during program promotion and media.	$5,000.00
	Subtotal	$38,800.00
	Administrative overhead (13.9%)	$5,393.20
	Total	Up to $44,193.20

Payment Date	Deliverables	Maximum Payment
March 31, 2025	School Decarbonization Program • Provide spreadsheet(s) of baseline equipment data based on the ongoing Green Facilities Data Collection Project. Data will be collected through landscape analysis of at least 2 school districts. Metrics will include, but are not limited to the following: o HVAC: ▪ Gas or electric heat ▪ Cooling? (Y/N) ▪ Number of units ▪ Age of equipment o Plumbing ▪ Gas or electric water heating ▪ Number of units ▪ Age of equipment o Expected year of retirement of three oldest fleet vehicles o # of EV chargers and electric buses o # of On-Site Renewable Energy installations (total kW) o # of Sustainable and Climate Action Plans developed and implemented in district • Prepare a report that recommends electric equipment upgrades or replacements in participating school districts for the following use types: air conditioning, space heating, water heating, cooking, and clothes drying. Present findings and recommendations to districts. • Identify Districts with updated Facility Master Plans (FMP's) and are either providing facility upgrades under a current bond program or are actively pursuing a future bond. Provide a spreadsheet of districts FMP and bond status. • Coordinate opportunities for mutual team collaboration to give presentations to groups of school district personnel, especially chief business officials, superintendents, and facilities managers. • Organize at least one webinar / information session per month that addresses electrification of school facilities and PCE programs, for the county's 23 school districts. • Project lead participates in monthly check-ins with PCEA.	$31,000.00

Payment Date	Deliverables	Maximum Payment
	Capacity Building Environmental Literacy Sampler Workshops • PCEA staff are invited to join a planning meeting on workshop content and review the curriculum before it is implemented. The following topics are to be included in workshop curriculum: o San Mateo County leadership on climate action o Clean electricity sources from PCEA o Role of electrification in addressing climate change o Health and environmental justice impacts of using fossil fuels in buildings and transportation • Registration form includes questions assessing knowledge of climate change causes and electricity sources. • Participant recruitment uses the Equity Index to identify and prioritize districts and schools for outreach and education. • If Contractor identifies any teachers who do not plan to use the windmill kits, Contractor will reallocate the windmill kits to other teachers who have received training on the curriculum. • Acknowledge PCEA as a sponsor through program promotion and media.	$8,000.00
	Subtotal	$39,000.00
	Indirect (13.9%)	$5,421.00
	Total	Up to $44,421.00

Payment Date	Deliverables	Maximum Payment
June 30, 2025	School Decarbonization Program • Provide spreadsheet(s) of baseline equipment data based on the ongoing Green Facilities Data Collection Project. Data will be collected through landscape analysis of at least 2 school districts. Metrics will include, but are not limited to the following: o HVAC: ▪ Gas or electric heat ▪ Cooling? (Y/N) ▪ Number of units ▪ Age of equipment o Plumbing ▪ Gas or electric water heating ▪ Number of units ▪ Age of equipment o Expected year of retirement of three oldest fleet vehicles o # of EV chargers and electric buses o # of On-Site Renewable Energy installations (total kW) o # of Sustainable and Climate Action Plans developed and implemented in district • Prepare a report that recommends electric equipment upgrades or replacements in participating school districts for the following use types: air conditioning, space heating, water heating, cooking, and clothes drying. Present findings and recommendations to districts. • Identify Districts with updated Facility Master Plans (FMP's) and are either providing facility upgrades under a current bond program or are actively pursuing a future bond. Provide a spreadsheet of districts FMP and bond status. • Coordinate opportunities for mutual team collaboration to give presentations to groups of school district personnel, especially chief business officials, superintendents, and facilities managers. • Organize at least one webinar / information session per month that addresses electrification of school facilities and PCE programs, for the county's 23 school districts. • Project lead participates in monthly check-ins with PCEA.	$31,000.00

Payment Date	Deliverables	Maximum Payment
	Capacity Building Environmental Literacy Sampler Workshops • PCEA is invited to present the above content to workshop participants and to provide and review resources that can be used during facilitation with teachers. • Post-workshop participant survey includes questions assessing knowledge of climate change causes and electricity sources. • PCEA resources and information are included in a follow-up email to workshop registrants and participants. • Acknowledge PCEA as a sponsor through program promotion and media. • If Contractor identifies any teachers who do not plan to use the windmill kits, Contractor will reallocate the windmill kits to other teachers who have received training on the curriculum. • Submit brief report, including list of participants and schools represented as well as common questions or observations from attendees. Report should also include which teachers implemented the clean energy curriculum, number of students who received the curriculum, and photos and other documentation from the 2023-24 and 2024-25 school year.	$8,000.00
	Career Technical Education Collaboration • PCEA staff are invited to collaboration meetings and invited to provide subject matter expertise. • Submit documentation of the following tasks: o Identify anchor technical skills and concepts to enter into post-secondary certification programs related to electric vehicles, charging infrastructure, and electricians. o Create a curriculum map of current CTE pathways with opportunities to integrate anchor technical skills and concepts for electric vehicles, charging infrastructure, and electricians, aligned to post-secondary certification programs. o Identify next steps for developing a CTE career pipeline for electric vehicles, charging infrastructure, and electricians. This recommendation includes key players for further collaboration as well as infrastructure and funding needed. • All collaboration tasks focus on electric vehicles, charging infrastructure, and electricians. • Project lead to participate in monthly check-ins with PCEA. • PCEA is acknowledged as a sponsor during program promotion and media.	$10,000.00

Payment Date	Deliverables	Maximum Payment
	Schools for a Sustainable Future Summit o PCEA staff are invited to join a planning meeting on workshop content and intended audience. o Registration form and post-event survey includes questions assessing awareness of electrification and decarbonization programs. o PCEA staff are invited to present the following topics: o San Mateo County leadership on climate action and policy mandates for decarbonization o Clean electricity sources from PCEA o Role of electrification in addressing climate change, improving air quality, etc. o Energy literacy and decarbonization programs offered by PCEA o PCEA resources and information are included in a follow-up email to Summit registrants and participants. o Acknowledge PCEA as a sponsor through program promotion and media. o Submit brief report, including list of participants and schools represented as well as common questions or observations from attendees.	$5,500.00
	Sustainable and Climate Ready Schools Challenge Awards • Creation of awards focused on school decarbonization projects (reducing emissions from energy used in buildings or transportation) and clean energy curriculum. • Awards will be documented through SCRS Challenge Summaries that will be promoted through the Environmental Literacy and Sustainability Initiative website, as well as social media and news promotions. • Acknowledge PCEA as a sponsor through program promotion and media.	$2,500.00
	Subtotal	$57,000.00
	Indirect (13.9%)	$7,923.00
	Total	Up to $64,923.00
Subtotal		Up to $202,400.30
Contingency funds	Any use of contingency funds for unforeseen program costs must be pre-approved in writing by PCEA staff.	Up to $7,599.70

Payment Date	Deliverables	Maximum Payment
Total		Up to $210,000.00

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 12, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kirsten Andrews-Schwind, Associate Director of Community Relations and Climate Equity, and Vanessa Shin, Associate Manager of Community Relations

SUBJECT: Approval of a Resolution to Delegate Authority to the Chief Executive Officer to Finalize and Execute a Contract with the County of San Mateo Sustainability Division for the Youth Climate Ambassadors Program for an Amount Not-to-Exceed $50,000 in Fiscal Year Ends 2025 and 2026 (Action)

RECOMMENDATION

Approval of a Resolution to Delegate Authority to the Chief Executive Officer to Finalize and Execute a Contract with the County of San Mateo Sustainability Division for the Youth Climate Ambassadors Program for an Amount Not-to-Exceed $50,000 in FYE 2025 and 2026.

BACKGROUND

Peninsula Clean Energy understands that the mission of reducing greenhouse gas emissions depends on educating the next generation of energy and environmental leaders. A key tactic in the Marketing section of Peninsula Clean Energy's strategic plan is to continue to support schools-based literacy programs focused on energy.

Youth Climate Ambassadors Background
Since 2020, Peninsula Clean Energy has partnered with the Youth Climate Ambassadors (YCA) Leadership Program to engage high school students in San Mateo County in clean energy and local climate solutions. The program is run in partnership with Citizens Environmental Council (CEC), the Environmental Literacy and Sustainability Initiative at the San Mateo County Office of Education (SMCOE), and the San Mateo County Sustainability Department.

Through YCA, high school students in San Mateo County dive into social and environmental issues contributing to the global climate crisis. During this seven month-long program, students attend monthly online workshops that strengthen their knowledge of climate change and build leadership skills. Participants receive support to implement a project that addresses climate change at their school or local community.

2023-2024 Program Results

The fifth YCA cohort took place in the 2023-24 school year, with 49 students graduating from the program. This year, YCA staff focused on increasing diversity in the cohort. Compared to previous years, the racial demographics of the YCA participants were now more aligned with the demographics of San Mateo County. Over one-third of participants were considered to come from lower-income households, using a guardian's highest level of education as a proxy. Students represented 5 out of the 6 high school public districts and 14 out of the 24 public high schools.

Through pre- and post-program surveys, YCA participants self-reported increased skills in verbal communication, knowledge on climate change, and confidence to take action. Before the program, 31% of students felt anxious or apathetic to taking action on climate change, and 20% of students felt empowered to take action on climate issues. Upon graduating from YCA, 82% of students felt empowered to take action on climate issues, and an additional 15% felt ready to learn more about how to take action.

Peninsula Clean Energy collaborated with YCA staff to provide information about San Mateo County's leadership on climate, local sources of electricity, and role of electrification in reducing greenhouse gas emissions. In addition to advising on curriculum, Peninsula Clean Energy presented directly to participants at an in-person retreat and facilitated a solar-powered cooking demo. As students developed their local projects, we provided examples of impactful actions related to energy, such as researching the benefits of electric buses and connecting school administration with Peninsula Clean Energy's GovEV program. Two students completed a project related to energy.

DISCUSSION

FYE 2025-2026 Partnership Focus
Peninsula Clean Energy will partner with YCA staff to enhance the curriculum and emphasize decarbonization as the major solution to climate change. The curriculum will introduce and reinforce the following concepts:

- Local sources of greenhouse gas emissions
- Clean energy sources from Peninsula Clean Energy
- The role of electrification in combatting climate change
- Health and environmental justice impacts of using fossil fuels in buildings and transportation, and benefits of transitioning off of fossil fuels

To help evaluate how effectively these concepts were delivered, YCA participants will answer knowledge-based questions in pre- and post-program surveys.

YCA participants will also receive more support with developing impactful projects that reduce greenhouse gas emissions. Students will learn how to evaluate the greenhouse gas emissions and climate change impacts of their community projects. Additionally, participants will better understand how to engage with local climate action efforts in their community and school. For example, participants will research the climate action plans and other policies of their local jurisdiction and school board.

Program Budget
Funding from Peninsula Clean Energy will increase YCA staff capacity to support student participants through coaching services and program administration.

The San Mateo County Sustainability Department will disburse the program staff support payments or hire a staff or fellow. The staff member will be the recipient of the program staff support payments and will be responsible for any/all the following activities:

- Attend and assist in online workshops and in-person retreats
- Help track attendance, facilitate breakout groups, and other administrative tasks
- Support student learning during workshops and facilitate lessons relating to climate science and leadership skills
- Attend and participate in YCA staff meetings and assist in program administration
- Assist in communications with students and student groups
- Plan logistics for retreats and workshops in collaboration with other YCA staff
- Review and offer input on curriculum development and structure
- Mentor and coach individuals and groups of students
- Coordinate regular virtual mentorship calls
- Assist students in developing project and personal development plans
- Other duties as assigned

Item	FY 2024-25	FY 2025-26	Description
Program Staff Support Payments	Up to $25,000	Up to $25,000	Support YCA participants through coaching services and program administration
Total	Up to $50,000		

FISCAL IMPACT

The contract will not exceed $50,000 in fiscal years 2024-25 and 2025-26.

STRATEGIC PLAN

This partnership with the San Mateo County Office of Education will support the following goal in the Peninsula Clean Energy Strategic Plan:

Key Tactic 2. Continue to support schools-based literacy programs focused on energy.

- Task 1: Work with San Mateo County Office of Education, San Mateo County Community College District and Los Banos schools to identify and support opportunities to educate students, teachers and administrators about energy-related environmental impact in order to inspire action
- Task 2: Sponsor awards that recognize student and schools-based achievements in energy and the environment

ATTACHMENTS:
2024-25 County of San Mateo Sustainability Department Contract.docx

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF A RESOLUTION TO DELEGATE AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO FINALIZE AND EXECUTE A CONTRACT WITH THE COUNTY OF SAN MATEO SUSTAINABILITY DIVISION FOR THE YOUTH CLIMATE AMBASSADORS PROGRAM FOR AN AMOUNT NOT-TO-EXCEED $50,000 IN FISCAL YEAR ENDS 2025 AND 2026 (ACTION)

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

WHEREAS, Peninsula Clean Energy was formed on February 20, 2016; and

WHEREAS, Peninsula Clean Energy understands that the mission of reducing greenhouse gas emissions depends on educating the next generation of energy and environmental leaders; and

WHEREAS, Peninsula Clean Energy has committed funding for various schools-based literacy programs focused on energy, climate, and green careers since 2018; and

WHEREAS, Peninsula Clean Energy has partnered with the Youth Climate Ambassadors Leadership Program since 2020 to educate high school students in San Mateo County about local electricity sources and climate solutions; and

WHEREAS, Youth Climate Ambassadors Leadership Program staff provide mentorship, coaching, and support for student participants; and

WHEREAS, Peninsula Clean Energy desires to support expanded staff capacity for the Youth Climate Ambassadors Leadership Program; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Office to finalize and execute an agreement with the County of San Mateo Sustainability Department in an amount not to exceed $50,000 in fiscal years 2024-26 in a form approved by the General Counsel.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND THE COUNTY OF SAN MATEO SUSTAINABILITY DEPARTMENT

This Agreement is entered into this 1st day of September, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and the County of San Mateo Sustainability Department hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of administering program staff support payments for the Youth Climate Ambassadors Leadership program.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed fifty thousand dollars ($50,000). In the event

that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2024 through June 30, 2026.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief Executive Officer of the PCEA or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to Contractor as soon as is reasonably possible after PCEA learns of said unavailability of outside funding. Contractor may (1) retain its rights to and ownership of pre-existing or open-source materials and/or (2) retain one copy of Work Products for archival use, but in either instance must notify PCEA and identify any such materials in writing prior to the commencement of work under this Agreement.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of PCEA and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

7. Hold Harmless

a. Mutual Hold Harmless

It is agreed that Contractor shall defend, hold harmless, and indemnify PCEA and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms

and conditions of this Agreement and which result from the acts or omissions of Contractor and/or its officers, employees, agents, and servants. Contractor shall defend, hold harmless, and indemnify PCEA from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

It is agreed that PCEA shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of PCEA and/or its officers and employees.

The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence (or intentional/reckless acts) of PCEA and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA's prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

10. W-9 Form and Submission of Invoices

Invoices shall only be submitted by electronic form by sending an email to both the **PCEA project contact's email address** and to **PCEA's Finance email address**

(vshin@peninsulacleanenergy.com, kandrews-schwind@peninsulacleanenergy.com, and finance@peninsulacleanenergy.com). Contractor shall submit a completed W-9 form electronically to the same email addresses. Contractor understands that no invoice will be paid by PCEA unless and until a W-9 Form is received by PCEA.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance or self-insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily

injury and property damage for each occurrence and shall not be less than the amounts specified below:

Yes	Comprehensive General Liability (Applies to all agreements)	$1,000,000
No	Motor Vehicle Liability Insurance (Yes, if motor vehicle is used in performing services)	$1,000,000
No	Professional Liability Insurance (Yes, if Contractor is a licensed professional)	$1,000,000

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance or self insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or

regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to PCEA upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Employee Benefits

With respect to the provision of benefits to its employees, Contractor shall ensure that employee benefits provided to employees with domestic partners are the same as those provided to employees with spouses.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination

against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

_X_ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

__ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Chief Executive Officer, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a PCEA contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or

iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

To effectuate the provisions of this Section, the Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and PCEA.

14. Confidential Information

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term "Confidential Information" includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov't Code Section 6250, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

(c) As practicable, PCEA shall mark Confidential Information with the words "Confidential" or "Confidential Material" or with words of similar import, or, if that is not possible, PCEA shall notify the Contractor (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. PCEA's failure or delay, for whatever reason, to mark or notify Contractor at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA's exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts,

notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor's off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor's option. The obligations of this provision will survive termination or expiration of this Agreement.

15. Data Security

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA's express written consent. For purposes of this provision, security procedures are "reasonable and appropriate" when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and government rules or directives applicable to the Contractor in connection with its access of Personal Information.

16. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Contractor agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

17. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

18. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

19. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title: Karen Wang
Address: 455 County Center, Floor 4, Redwood City, CA 94063
Telephone: 650 454 5429

Email: kwang1@smcgov.org

20. Electronic Signature

PCEA and Contractor wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

21. No Recourse Against PCEA's Member Agencies

Contractor acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Contractor waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY

By: _____

Chief Executive Officer, Peninsula Clean Energy Authority

Date: _____

COUNTY OF SAN MATEO SUSTAINABILITY DEPARTMENT

_____

Contractor's Signature

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The Youth Climate Ambassadors (YCA) Leadership Program provides ninth through twelfth grade students in San Mateo County the opportunity to dive into social and environmental issues contributing to the global climate crisis. During this seven month-long program, students will attend monthly online workshops that cover a variety of topics to strengthen their knowledge of climate change, build individual skills, and support regional capacity among youth to lead action on climate change.

Students will work towards developing and implementing an impact project that addresses local sustainability issues throughout the year. While developing their impact project, students will gain experience in a variety of skills including observations, data collection, interviews, survey design, problem-solving, and more, based on student interest and the project. At the end of the program, there will be a graduation event for students to present on their impact project.

Task 1: Program Development

Contractor will invite PCEA staff to meet with new YCA staff members and participate in at least one planning meeting on YCA curriculum development as it pertains to content related to climate change and decarbonization. Contractor will ensure that program curriculum includes topics related to:

- Local sources of greenhouse gas emissions
- Clean energy sources from PCEA
- The role of electrification in combatting climate change
- Health and environmental justice impacts of using fossil fuels in buildings and transportation, and benefits of transitioning off of fossil fuels

Contractor will invite PCEA staff to present related content to facilitators and student participants. Contractor will meet with PCEA staff to check in on program development, including occasional meetings convened by PCEA with other partners supporting energy education at schools.

Task 2: Program Staff Support

Contractor will disburse program staff support payments or hire a staff or fellow to increase staff capacity to support student participants through coaching services and program administration. The staff member will be the recipient of the program staff support payments or wages and will be responsible for any/all the following activities:

- Attend and assist in online workshops and in-person retreats
- Help track attendance, facilitate breakout groups, and other administrative tasks
- Support student learning during workshops and facilitate lessons relating to climate science and leadership skills
- Attend and participate in YCA staff meetings and assist in program administration
- Assist in communications with students and student groups
- Plan logistics for retreats and workshops in collaboration with other YCA staff
- Review and offer input on curriculum development and structure
- Mentor and coach individuals and groups of students
- Coordinate regular virtual mentorship calls
- Assist students in developing project and personal development plans
- Other duties as assigned.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Contractor based on the following fee schedule and terms:

Item	2024-25	2025-26	Description
Program Staff Support Payment	Up to $25,000	Up to $25,000	• Contractor will disburse payments or hire a staff or fellow to increase staff capacity to support YCA participants through coaching services and program administration
Total	**Up to $50,000**		

Payment Schedule

The following payment schedule is a targeted schedule of activities and billings. PCEA and Contractor reserve the right to adjust deliverables across billings with prior written agreement, within a not-to-exceed amount of $25,000 for each of the (2024-25 and 2025-26) cohorts.

Payment 1: Program Staff Support Payments for YCA Winter 2024-25

- Due: December 1, 2024
- Amount: Up to $12,500 for Program Staff Support Payment
- Deliverables:
    - Before the program launches, PCEA staff are invited to a planning meeting on YCA curriculum development related to climate change, energy, and decarbonization.
    - PCEA staff are invited to review the curriculum related to climate change, energy, and decarbonization before it is implemented.
    - Pre-program participant survey includes questions assessing baseline knowledge of climate change causes, major emission sources in San Mateo County, local electricity sources, and climate action solutions.
    - All participants receive instruction on the following concepts at the beginning of the program and reinforced throughout the curriculum:
        - Local sources of greenhouse gas emissions
        - Clean energy sources from PCEA

        - The role of electrification in combatting climate change
        - Health and environmental justice impacts of using fossil fuels in buildings and transportation, and benefits of transitioning off of fossil fuels
    - PCEA is invited to present the above content to facilitators and student participants, and to provide and review resources that can be used during facilitation with students.
    - Submit final list of admitted Cohort 6 students with information about school, grade level, and hometown.
    - Presentation on demographics, outreach, and equity metrics for Cohort 6.
    - Project lead to participate in monthly check-ins with PCEA.
    - PCEA is acknowledged as a sponsor during program promotion and media.

Payment 2: Program Staff Support Payments for YCA Spring 2024-25

- Due: May 15, 2025
- Amount: Up to $12,500 for Program Staff Support Payment, plus any outstanding billings for 2024-25 Cohort
- Deliverables:
    - PCEA to provide Community Impact Project ideas related to clean energy to YCA participants.
    - Curriculum includes that students learn about County, local jurisdictions, and school board climate action plans, including policies and ordinances focused on reducing local greenhouse gas emissions through energy efficiency or electrification in buildings or transportation.
    - Curriculum includes that students evaluate the greenhouse gas emissions and climate change impacts during the Community Impact Projects planning phase.
    - Post-program participant survey includes questions assessing knowledge of climate change causes, major emission sources in San Mateo County, local electricity sources, and climate action solutions.
    - Submit Cohort 6 Program Report including list of participants and schools represented, lessons learned, project types, and recommendations.
    - Share links to case studies, final presentations, and major projects completed during Cohort 6.
    - Project lead to participate in monthly check-ins with PCEA.
    - PCEA is acknowledged as a sponsor during program promotion and media.

Payment 3: Program Staff Support Payments for YCA Winter 2025-26

- Due: December 1, 2025
- Amount: Up to $12,500 for Program Staff Support Payment
- Deliverables:
    - Before the program launches, PCEA staff are invited to a planning meeting on YCA curriculum development related to climate change, energy, and decarbonization.
    - PCEA staff are invited to review the curriculum related to climate change, energy, and decarbonization before it is implemented.
    - Pre-program participant survey includes questions assessing baseline knowledge of climate change causes, major emission sources in San Mateo County, local electricity sources, and climate action solutions.
    - All participants receive instruction on the following concepts at the beginning of the program and reinforced throughout the curriculum:
        - Local sources of greenhouse gas emissions
        - Clean energy sources from PCEA
        - The role of electrification in combatting climate change
        - Health and environmental justice impacts of using fossil fuels in buildings and transportation, and benefits of transitioning off of fossil fuels
    - PCEA is invited to present the above content to facilitators and student participants, and to provide and review resources that can be used during facilitation with students.
    - Submit final list of admitted Cohort 7 students with information about school, grade level, and hometown.
    - Presentation on demographics, outreach, and equity metrics for Cohort 7.
    - Project lead to participate in monthly check-ins with PCEA.
    - PCEA is acknowledged as a sponsor during program promotion and media.

Payment 4: Program Staff Support Payments for YCA Spring 2025-26, plus any outstanding billings for 2025-26 Cohort

- Due: May 15, 2026
- Amount: Up to $12,500 for Program Staff Support Payment
- Deliverables:
    - PCEA to provide Community Impact Project ideas related to clean energy to YCA participants.

- Curriculum includes that students learn about County, local jurisdictions, and school board climate action plans, including policies and ordinances focused on reducing local greenhouse gas emissions through energy efficiency or electrification in buildings or transportation.
- Curriculum includes that students evaluate the greenhouse gas emissions and climate change impacts during the Community Impact Projects planning phase.
- Post-program participant survey includes questions assessing knowledge of climate change causes, major emission sources in San Mateo County, local electricity sources, and climate action solutions.
- Submit Cohort 7 Program Report including list of participants and schools represented, lessons learned, project types, and recommendations.
- Share links to case studies, final presentations, and major projects completed during Cohort 7.
- Project lead to participate in monthly check-ins with PCEA.
- PCEA is acknowledged as a sponsor during program promotion and media.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 4, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Shawn Marshall, Chief Executive Officer
Nelly Wogberg, Board Clerk

SUBJECT: Approval of Proposed Administrative Updates to the Peninsula Clean Energy Authority Joint Powers Authority (JPA) Agreement (Action)

RECOMMENDATION

Approval of proposed administrative updates to the Peninsula Clean Energy Authority Joint Powers Authority (JPA) Agreement.

BACKGROUND

Peninsula Clean Energy Authority (PCE) was formed in February 2016 by the County of San Mateo and all twenty cities within the County. The original Joint Powers Authority (JPA) Agreement was approved at this time. On March 28, 2019 the Board of Directors amended the JPA to include a section for Directors Emeritus and to appoint the Chief Financial Officer as Treasurer. On October 22, 2020 the Board of Directors again amended the JPA Agreement to add a new jurisdiction, the City of Los Banos, to its membership.

DISCUSSION

Earlier this year, staff identified and noted some inconsistencies and duplication between the Operating Rules and Regulations of the Board, namely PCE's Board Policies and the Joint Powers Authority (JPA) Agreement. The following administrative updates have been proposed to remove duplication and to ensure that all documents governing the PCE Board are in alignment. At it's June 27, 2024 meeting, the Board directed staff to send the proposed JPA amendments to each of PCE's member agencies as per the statutorily required 30 day comment period; this occurred on July 17, 2024 and no comments have been received. A summary of the proposed changes follows:

1. Removal of Section 3.1.1, Directors Emeritus, based on the Board decision at the February 23, 2023 Board meeting to transition away from two Director Emeritus Ex-Officio seats to an Emeritus Advisory Group maintained by staff. The Emeritus Advisory Group is proposed to be included as part of the proposed edits to PCE's Policy 16.
2. An inclusion of delegation authority to Section 3.3.7, Powers and Functions of the Board, for filings with the California Public Utilities Commission, the Federal Energy Regulatory

Commission, or any other administrative agency.

3. To ensure consistencies between Operating Rules and Regulations (Policy 14, "Delegation of Non-Energy Contracts Commitment and Financial Authority Policy") and the JPA Agreement, Section 3.4, Chief Executive Officer, has been edited to remove the dollar value of the signing authority limit and house it in Policy 14. Staff found that including the signing authority limit in multiple places causes confusion and operational risk if there is misalignment.
4. To ensure consistencies between Operating Rules and Regulations (Policy 16, "Selection of the Chair and Vice Chair and appointment to the Executive Committee and other standing Board Committees") and the JPA Agreement, Section 3.9.1, Selection of Board Officers, has been updated to include term limits for the Chair and Vice Chair. Staff has suggested term limits of two (2) years to better coincide with election cycles, but suggests that the Committee direct Staff if another option is preferred. It may also make sense to retain the current Chair and Vice Chair terms to end in January 2027 following the election in 2026 to better align with election cycles.
5. An update from six (6) to twelve (12) months in Section 6.1.1, Right to Withdraw, to better align with current rules around Resource Adequacy.
6. An update to Section 5.3.1, Budget, to clarify and update language to be consistent with current practices.

Please see the attached redline as a cross reference and to see other minor administrative corrections as proposed. As noted above, these amendments were sent to all member agencies for a 30 day comment period; proposed amendments do not require approval by member agency elected bodies, but comments are welcome. No comments have been received, and this item is now ready for final approval by the PCE Board.

Finally, the Executive Committee reviewed and discussed these updates at their June 10, 2024 meeting and voted unanimously to recommend approval by the Board of Directors.

FISCAL IMPACT

None.

ATTACHMENTS:

JPA - Proposed Third Amended - Redline.pdf
JPA - Proposed Third Amended - Clean.pdf

~~SECOND~~ THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING THE

PENINSULA CLEAN ENERGY AUTHORITY

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, and establishes the Peninsula Clean Energy Authority ("Authority"), is by and between the County of San Mateo ("County") and those counties, cities and towns within the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.

B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.

C. The purposes for entering into this Agreement include:

   a. Reducing greenhouse gas emissions related to the use of power in San Mateo County and the State of California;

   b. Providing electric power and other forms of energy to customers at a competitive cost;

   c. Carrying out programs to reduce energy consumption;

   d. Stimulating and sustaining the local economy by developing local jobs in renewable energy; and

   e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.

D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and biomass energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible. The Agency will also add increasing levels of locally generated renewable

resources as these projects are developed and customer energy needs expand.

E. The Parties desire to establish a separate public agency, known as the Peninsula Clean Energy Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Parties
Exhibit C: Annual Energy Use
Exhibit D: Voting Shares
Exhibit E: Signatures

ARTICLE 2: FORMATION OF PENINSULA CLEAN ENERGY AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and Peninsula Clean Energy Authority shall exist as a separate public agency on February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later. The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public agency named the Peninsula Clean Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties

unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.5:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection without first meeting and conferring in good faith.

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12 to adopt Operating Rules and Regulations; and

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by San Mateo County.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board"). The Board shall consist of 2 (two) directors appointed by the San Mateo County Board of Supervisors and 1 (one) director appointed by each County, City or Town that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant. Directors must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement. Each Party may appoint an alternate(s) to serve in the absence of its Director(s). Alternates may be either (1) members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement, or (2) staff members of the County or any such municipality.

3.1.1 ~~Directors Emeritus~~.

~~The Board may select up to two board directors emeritus ("Directors Emeritus"). Directors Emeritus will be selected from former directors who served on the Board with distinction and excellence. The Board may fill any vacant emeritus position(s) by a simple majority vote of Directors. The Chair may delegate the initial review of applicants and/or nominations to a committee. Directors Emeritus will serve at the pleasure of the Board for two-year terms, subject to the discretion of the Board to shorten or end a term. There shall be no limit on the number of terms held. It is the Board's intention that Directors Emeritus receive all written notices and information provided to the Board, be permitted to attend all Board meetings, be permitted to participate in committee meetings without need for an appointment, and be encouraged to attend other PCE events. Directors Emeritus will not be counted in determining if a quorum is present, will not be entitled to hold office, and will not be entitled to vote at any Board or committee meeting. Director Emeritus status does not entitle participation in closed sessions of the Board.~~

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

3.3 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Board shall provide general policy guidance to the CCA Program. Board approval shall be required for any of the following actions:

3.3.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

3.3.2 The hiring or termination of the Chief Executive Officer and General Counsel.

3.3.3 The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3.

3.3.4 The adoption of the Annual Budget.

3.3.5 The adoption of an ordinance.

3.3.6 The approval of agreements, except as provided by Section 3.4.

3.3.7 The initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant, or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel or by delegation thereof~~,~~ , on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board as long as such action is consistent with any adopted Board policies.

3.3.8 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

3.3.9 Termination of the CCA Program.

3.4 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer~~,~~ may exercise all powers of the Authority, including the power to hire, discipline, and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement is equal to or less than the amount ~~is less than $100~~specified in the Operating Rules and Regulations (Policy 15, "Delegation of Non-Energy Contract Authority") ~~,000 in any fiscal year,~~ except for the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board of Directors.

3.5 Commissions, Boards, and Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board deems appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Directors.

3.7 Voting In general, as described below in Section 3.7.3, action by the Authority Board will be taken solely by a majority vote of the Directors present. However, as described below in Section 3.7.4, upon request of a Director, a weighted vote by shares will also be conducted. When such a request is made, an action must be approved by both a majority vote of Directors present and a majority of the weighted vote by shares present. No action may be approved solely by a vote by shares. The voting shares of Directors and approval requirements for actions of the Board shall be as follows:

3.7.1. Voting Shares.

Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where:

(a) "Annual Energy Use" means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (ii) with respect to the period after the anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority; and

(b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy Use will be designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than

March 1 of each year. These adjustments shall be approved by the Board.

(c) The combined voting share of all Directors representing the County of San Mateo shall be based upon the annual electricity usage within the unincorporated area of San Mateo County.

For the purposes of Weighted Voting, if a Party has more than one director, then the voting shares allocated to the entity shall be equally divided amongst its Directors.

3.7.2. Exhibit Showing Voting Shares. The initial voting shares will be set forth in Exhibit D. Exhibit D shall be revised no less than annually as necessary to account for changes in the number of Parties and changes in the Parties' Annual Energy Use. Exhibit D and adjustments shall be approved by the Board.

3.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 3.7.4 and 3.7.5 below, action of the Board shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.4. Option for Approval by Voting Shares. Notwithstanding Section 3.7.3, any Director present at a meeting may demand that approval of any matter related to the CCA Program be determined on the basis of both voting shares and by the affirmative vote of a majority of Directors present at the meeting. If a Director makes such a demand with respect to approval of any such matter, then approval of such matter shall require the affirmative vote of a majority of Directors present at the meeting and the affirmative vote of Directors having a majority of voting shares present, as determined by Section 3.7.1 except as provided in Section 3.7.5.

3.7.5. Special Voting Requirements for Certain Matters.

(a) Two-Thirds and Weighted Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present; provided, however, that (i) notwithstanding the foregoing, any Director present at the meeting may demand that the vote be determined on the basis of both voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require the affirmative vote of both at least two-thirds of Directors present and the affirmative vote of Directors having at least two-thirds of the voting shares present, as determined by Section 3.7.1; (ii) but, at least two Parties must vote against a matter for the vote to fail; and (iii) for votes to involuntarily terminate a Party under Section 6.2, the Director(s) for the Party subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and the weighted vote of each Party shall be recalculated as if the Party subject to possible termination were not a Party.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) Notwithstanding the foregoing, any Director present at the meeting may demand that a vote under subsections (i) or (ii) be determined on the basis of voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require both the affirmative vote of at least 75% of Directors present and the affirmative vote of Directors having at least 75% of the voting shares present, as determined by Section 3.7.1, but at least two Parties must vote against a matter for the vote to fail. For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Board shall hold at least six regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair ~~shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair~~shall be specified in the Operating Rules and Regulations (Policy 16, "Policies and Procedures for Board of Directors, Committees, and Advisory Groups"). The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or
(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all

other official records of the Authority.

3.9.3 Treasurer and Auditor. The Chief Financial Officer shall, among other duties, act as the Treasurer for the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 3.7.3.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 6.

4.3 Addition of Parties. Other incorporated municipalities and counties may become Parties subject to all applicable terms of this Agreement, including but not limited to those in Article 6, upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 3.7, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county as required by the Board, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board.

4.3.1 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 4.3. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

4.3.2 Termination by Additional Parties. In addition to any financial obligations under Article 6, and in the events that the Board does not require a membership payment to reflect the additional party's pro rata share of organizational planning and other pre-existing expenditures as allowed by Section 4.3(b) and the additional party withdraws its membership in the Authority within the first five years of becoming a party, the party shall be obligated to reimburse the Authority for all the costs related to the cost of launch, including but not limited to the costs of updating the Implementation Plan and mailings to party's accounts.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 or the date selected by the Agency and ending June 30. The fiscal year may be changed by Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The ~~initial~~ annual budget shall be approved by the Board. Staff shall report to the Board quarterly budget results and any significant budget variances. The Board may revise the budget as needed to address any significant changes and/or unexpected expenses incurred. ~~The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Board in accordance with the Operating Rules and Regulations.~~

5.3.2 Funding of Initial Costs. The County of San Mateo has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of San Mateo shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of San Mateo shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of San Mateo shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of San Mateo shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

ARTICLE 6: WITHDRAWAL AND TERMINATION

6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than ~~6~~12 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Party's Director(s) voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may immediately withdraw its membership in the Authority without any financial obligation, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen days after receiving the report.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of Board members as provided in Section 3.7.5. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board of Directors, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer,

or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties, and the public. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 3.7.5. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A
Definitions

"Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq*.)

"Administrative Services Agreement" means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

"Agreement" means this Joint Powers Agreement.

"Annual Energy Use" has the meaning given in Section 3.7.1.

"Authority" means the Peninsula Clean Energy Authority.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

"Board" means the Board of Directors of the Authority.

"CCA" or "Community Choice Aggregation" means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's program relating to CCA that is principally described in Sections 2.3, 2.4, and 4.1.

"Director" means a member of the Board of Directors representing a Party.

"Effective Date" means February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later, as further described in Section 2.1.

"Implementation Plan" means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

"Initial Costs" means all costs incurred by the County and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority's initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

Exhibit A (cont.)
Definitions

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Parties" means, collectively, any municipality or county that executes this Agreement.

"Party" means a signatory to this Agreement.

"Total Annual Energy" has the meaning given in Section 3.7.1.

Exhibit B
List of Parties

Parties:

Atherton
Belmont
Brisbane
Burlingame
Colma
County of San Mateo
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Los Banos
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

Exhibits C and D
Annual Energy Use and Voting Shares

ANNUAL ENERGY USE WITHIN PCE JURISDICTIONS AND VOTING SHARES		
Twelve Months Ended November [date]		
Party	Total kWh	Voting Share
SAN MATEO COUNTY		
Total		100

THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING THE

PENINSULA CLEAN ENERGY AUTHORITY

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, and establishes the Peninsula Clean Energy Authority ("Authority"), is by and between the County of San Mateo ("County") and those counties, cities and towns within the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.

B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.

C. The purposes for entering into this Agreement include:

    a. Reducing greenhouse gas emissions related to the use of power in San Mateo County and the State of California;

    b. Providing electric power and other forms of energy to customers at a competitive cost;

    c. Carrying out programs to reduce energy consumption;

    d. Stimulating and sustaining the local economy by developing local jobs in renewable energy; and

    e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.

D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and biomass energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible. The Agency will also add increasing levels of locally generated renewable

resources as these projects are developed and customer energy needs expand.

E. The Parties desire to establish a separate public agency, known as the Peninsula Clean Energy Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Parties
Exhibit C: Annual Energy Use
Exhibit D: Voting Shares
Exhibit E: Signatures

ARTICLE 2: FORMATION OF PENINSULA CLEAN ENERGY AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and Peninsula Clean Energy Authority shall exist as a separate public agency on February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later. The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public agency named the Peninsula Clean Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties

unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.5:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection without first meeting and conferring in good faith.

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12 to adopt Operating Rules and Regulations; and

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by San Mateo County.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board"). The Board shall consist of 2 (two) directors appointed by the San Mateo County Board of Supervisors and 1 (one) director appointed by each County, City or Town that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant. Directors must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement. Each Party may appoint an alternate(s) to serve in the absence of its Director(s). Alternates may be either (1) members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement, or (2) staff members of the County or any such municipality.

3.1.1 .

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

3.3 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Board shall provide general policy guidance to the CCA Program. Board approval shall be required for any of the following actions:

3.3.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

3.3.2 The hiring or termination of the Chief Executive Officer and General Counsel.

3.3.3 The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3.

3.3.4 The adoption of the Annual Budget.

3.3.5 The adoption of an ordinance.

3.3.6 The approval of agreements, except as provided by Section 3.4.

3.3.7 The initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant, or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel or by delegation thereof, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board as long as such action is consistent with any adopted Board policies.

3.3.8 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

3.3.9 Termination of the CCA Program.

3.4 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline, and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement is equal to or less than the amount specified in the Operating Rules and Regulations (Policy 15, "Delegation of Non-Energy Contract Authority") except for the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board of Directors.

3.5 Commissions, Boards, and Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying

out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board deems appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Directors.

3.7 Voting In general, as described below in Section 3.7.3, action by the Authority Board will be taken solely by a majority vote of the Directors present. However, as described below in Section 3.7.4, upon request of a Director, a weighted vote by shares will also be conducted. When such a request is made, an action must be approved by both a majority vote of Directors present and a majority of the weighted vote by shares present. No action may be approved solely by a vote by shares. The voting shares of Directors and approval requirements for actions of the Board shall be as follows:

3.7.1. Voting Shares.

Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where:

(a) "Annual Energy Use" means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (ii) with respect to the period after the anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority; and

(b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy Use will be designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments shall be approved by the Board.

(c) The combined voting share of all Directors representing the County of San Mateo shall be based upon the annual electricity usage within the unincorporated area of San Mateo County.

For the purposes of Weighted Voting, if a Party has more than one director, then the voting shares allocated to the entity shall be equally divided amongst its Directors.

3.7.2. Exhibit Showing Voting Shares. The initial voting shares will be set forth in Exhibit D. Exhibit D shall be revised no less than annually as necessary to account for changes in the number of Parties and changes in the Parties' Annual Energy Use. Exhibit D and adjustments shall be approved by the Board.

3.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 3.7.4 and 3.7.5 below, action of the Board shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.4. Option for Approval by Voting Shares. Notwithstanding Section 3.7.3, any Director present at a meeting may demand that approval of any matter related to the CCA Program be determined on the basis of both voting shares and by the affirmative vote of a majority of Directors present at the meeting. If a Director makes such a demand with respect to approval of any such matter, then approval of such matter shall require the affirmative vote of a majority of Directors present at the meeting and the affirmative vote of Directors having a majority of voting shares present, as determined by Section 3.7.1 except as provided in Section 3.7.5.

3.7.5. Special Voting Requirements for Certain Matters.

(a) Two-Thirds and Weighted Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present; provided, however, that (i) notwithstanding the foregoing, any Director present at the meeting may demand that the vote be determined on the basis of both voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require the affirmative vote of both at least two-thirds of Directors present and the affirmative vote of Directors having at least two-thirds of the voting shares present, as determined by Section 3.7.1; (ii) but, at least two Parties must vote against a matter for the vote to fail; and (iii) for votes to involuntarily terminate a Party under Section 6.2, the Director(s) for the Party subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and the weighted vote of each Party shall be recalculated as if the Party subject to possible termination were not a Party.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) Notwithstanding the foregoing, any Director present at the meeting may demand that a vote under subsections (i) or (ii) be determined on the basis of voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require both the affirmative vote of at least 75% of

Directors present and the affirmative vote of Directors having at least 75% of the voting shares present, as determined by Section 3.7.1, but at least two Parties must vote against a matter for the vote to fail. For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Board shall hold at least six regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall be specified in the Operating Rules and Regulations (Policy 16, "Policies and Procedures for Board of Directors, Committees, and Advisory Groups"). The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or
(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

3.9.3 Treasurer and Auditor. The Chief Financial Officer shall, among other duties, act as the Treasurer for the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board may appoint one or more administrative

services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 3.7.3.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 6.

4.3 Addition of Parties. Other incorporated municipalities and counties may become Parties subject to all applicable terms of this Agreement, including but not limited to those in Article 6, upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 3.7, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other

pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county as required by the Board, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board.

4.3.1 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 4.3. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

4.3.2 Termination by Additional Parties. In addition to any financial obligations under Article 6, and in the events that the Board does not require a membership payment to reflect the additional party's pro rata share of organizational planning and other pre-existing expenditures as allowed by Section 4.3(b) and the additional party withdraws its membership in the Authority within the first five years of becoming a party, the party shall be obligated to reimburse the Authority for all the costs related to the cost of launch, including but not limited to the costs of updating the Implementation Plan and mailings to party's accounts.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 or the date selected by the Agency and ending June 30. The fiscal year may be changed by Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The annual budget shall be approved by the Board. Staff shall report to the Board quarterly budget results and any significant budget variances. The Board may revise the budget as needed to address any significant changes and/or unexpected expenses incurred.

5.3.2 Funding of Initial Costs. The County of San Mateo has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of San Mateo shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of San Mateo shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of San Mateo shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of San Mateo shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

ARTICLE 6: WITHDRAWAL AND TERMINATION

6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Party's Director(s) voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that

the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may immediately withdraw its membership in the Authority without any financial obligation, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen days after receiving the report.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of Board members as provided in Section 3.7.5. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or

obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board of Directors, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties, and the public. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 3.7.5. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date

of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A
Definitions

"Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq*.)

"Administrative Services Agreement" means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

"Agreement" means this Joint Powers Agreement.

"Annual Energy Use" has the meaning given in Section 3.7.1.

"Authority" means the Peninsula Clean Energy Authority.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

"Board" means the Board of Directors of the Authority.

"CCA" or "Community Choice Aggregation" means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's program relating to CCA that is principally described in Sections 2.3, 2.4, and 4.1.

"Director" means a member of the Board of Directors representing a Party.

"Effective Date" means February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later, as further described in Section 2.1.

"Implementation Plan" means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

"Initial Costs" means all costs incurred by the County and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority's initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

Exhibit A (cont.)
Definitions

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Parties" means, collectively, any municipality or county that executes this Agreement.

"Party" means a signatory to this Agreement.

"Total Annual Energy" has the meaning given in Section 3.7.1.

Exhibit B
List of Parties

Parties:

Atherton
Belmont
Brisbane
Burlingame
Colma
County of San Mateo
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Los Banos
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

Exhibits C and D
Annual Energy Use and Voting Shares

ANNUAL ENERGY USE WITHIN PCE JURISDICTIONS AND VOTING SHARES		
Twelve Months Ended November [date]		
Party	Total kWh	Voting Share
SAN MATEO COUNTY		
Total		100

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 12, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Brianna Arroyo, Administrative Assistant

SUBJECT: Approval of the First Amendment to the Agreement with Shawn E. Marshall, Chief Executive Officer, for the term of July 1, 2023 to June 30, 2026, increasing the annual salary amount to $393,750 and awarding a bonus of $25,000 (Action)

RECOMMENDATION

The Board's Ad Hoc Committee, consisting of Board Chair Donna Colson, Board Vice Chair Marty Medina, Rick DeGolia, and Jeff Aalfs, recommends that the Board approve a First Amendment to the Agreement with Shawn E. Marshall, Chief Executive Officer of Peninsula Clean Energy (the Agreement). The Agreement commenced on July 1, 2023 and concludes on June 30, 2026 with the possibility of an extension. Based on the Committee's comprehensive review of Ms. Marshall's performance and goal progress, and, pursuant to paragraph four (4) of the Agreement, it recommends Board approval of an Amendment increasing Ms. Marshall's annual base salary of $375,000 by five (5) percent resulting in an annual salary of $393,750. The Ad Hoc Committee further recommends adoption of a resolution awarding Ms. Marshall a discretionary bonus of $25,000 pursuant to paragraph four (4) of the Agreement.

BACKGROUND

Shawn E. Marshall was appointed as the Chief Executive Officer of Peninsula Clean Energy effective July 1, 2023. The Board's Ad Hoc Committee, with the assistance of counsel, led and managed a comprehensive review process and evaluated her performance in a number of categories over her first year as CEO. The Ad Hoc Committee concluded that during her first year of service, Ms. Marshall either met or exceeded expectations in all performance categories. The Ad Hoc Committee also reviewed Ms. Marshall's goals as reviewed and approved by the Committee In July 2023. The goals are in progress or completed to the Committee's satisfaction. Based on her excellent performance and goal progression, the Ad Hoc Committee recommends that Ms. Marshall's salary be increased by five percent (5%) pursuant to paragraph four (4) of the Agreement to an amount not to exceed $393,750 and this amount shall be retroactive to July 1, 2024. Further, the Board recommends that Ms. Marshall receive the $25,000 discretionary annual bonus as described by paragraph four (4)

of the Agreement.

In conclusion and based on the above-described reviews and analysis, the Ad Hoc Committee recommends approval of the First Amendment to the Agreement inclusive of the pay increase and a resolution awarding the discretionary bonus as described herein. The Committee also thanks Shawn E. Marshall for her first year of service as Chief Executive Officer of PCEA. Ms. Marshall's performance will be reevaluated on or before June 30, 2025.

ATTACHMENTS:
Amendment 1 PCE CEO 2024 REVISED.pdf

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF THE FIRST AMENDMENT TO THE AGREEMENT WITH SHAWN E. MARSHALL, CHIEF EXECUTIVE OFFICER, FOR THE TERM OF JULY 1, 2023 TO JUNE 30, 2026, INCREASING THE ANNUAL SALARY AMOUNT TO $393,750 AND AWARDING A BONUS OF $25,000 (ACTION)

RESOLVED, by the Peninsula Clean Energy Authority (PCEA) of the County of San Mateo, State of California, that

WHEREAS, PCEA was formed on February 29, 2016; and

WHEREAS, Shawn E. Marshall was appointed to the position of Chief Executive Officer of PCEA on July 1, 2023; and

WHEREAS, the PCEA Board of Directors initiated an annual review of Ms. Marshall's performance and goals and as such, an Ad Hoc Committee of PCEA's Board of Directors consisting of Board Chair Donna Colson, Board Vice Chair Marty Medina, Rick DeGolia, and Jeff Aalfs, was formed; and

WHEREAS, the Board's Ad Hoc Committee concluded that during her first year of service, Ms. Marshall either met or exceeded expectations in all evaluated performance categories; and

WHEREAS, the Ad Hoc Committee also reviewed Ms. Marshall's goals as reviewed and approved by it in July 2023, and;

WHEREAS, the Ad Hoc Committee determined that Ms. Marshall's evaluated goals are either appropriately in progress or completed to its satisfaction; and

WHEREAS, based on her excellent performance and progress on critical goals, the Ad Hoc Committee recommends that Ms. Marshall's salary be increased five (5) percent pursuant to paragraph four (4) of the Agreement to an amount not to exceed $393,750 and that this salary amount shall be retroactive to July 1, 2024;

WHEREAS, the Board further recommends that Ms. Marshall receive the $25,000 discretionary annual bonus as described by paragraph four (4) of the Agreement based on her excellent performance in the position of CEO; and

WHEREAS, this Board has been presented with a form of such amendment to the Agreement and has examined and approved as to both form and content and desires to enter into the same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Chair of Peninsula Clean Energy be, and hereby is authorized and directed to execute the First Amendment to the Agreement Between the Peninsula Clean Energy Authority and Shawn E. Marshall for Service as Chief Executive Officer for and on behalf of Peninsula Clean Energy, and the Clerk of the Board may attest the Chair's signature thereto. Payment of the $25,000 discretionary annual bonus to Ms. Marshall is also hereby authorized.

AMENDMENT NO. 1 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AUTHORITY AND SHAWN E. MARSHALL FOR SERVICE AS CHIEF EXECUTIVE OFFICER

THIS AMENDMENT TO THE AGREEMENT, entered into this 22nd day of August, 2024 by and between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority, hereinafter called "PCE," and Shawn E. Marshall;

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on July 1, 2023 for the purpose of Shawn E. Marshall's appointment and service as the Chief Executive Officer (CEO) of Peninsula Clean Energy ("Agreement"); and

WHEREAS, based on Shawn E. Marshall's positive performance review and at the discretion of the Board of Directors as provided by paragraph (4) of the Agreement, the parties wish to amend the Agreement to increase Shawn E. Marshall's annual salary amount to $393,750, a five (5) percent increase from the previously approved CEO salary of $375,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **The text of paragraph three (3) shall be replaced in its entirety with the following:**

Beginning July 1, 2024, CEO shall receive an annual salary of THREE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($393,750.00) in 24 bimonthly installments of $16,406.25. This salary will remain in effect until at least June 30, 2026.

2. **Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**

3. **This Amendment No. 1 shall take effect upon the date of execution by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

Peninsula Clean Energy Authority

Dated_____ PENINSULA CLEAN ENERGY AUTHORITY

By____

_____

Donna Colson

Chair, PCEA Board of Directors

ATTEST:

_____

General Counsel

Dated_____ By _____

Shawn E. Marshall

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 12, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jana Kopyciok-Lande, Associate Director of Innovation Strategy

SUBJECT: Discussion of Program Innovation and Funding Opportunities (Discussion)

RECOMMENDATION

No action recommended, discussion only.

BACKGROUND

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions by expanding access to sustainable and affordable energy solutions. PCE offers several programs to support the decarbonization of homes, businesses and the grid across three core technology areas: building electrification (BE), distributed energy resources (DERs) and transportation electrification (TE).

PCE has previously leveraged external funding for programs including attracting state funding for EV charging (under the California Electric Vehicle Infrastructure Project, "CALeVIP"), allowing customers to streamline layered funding (via BayREN for buildings, or Air Quality Management District for EVs), and currently serving as a conduit for additive funding (CEC grant through Menlo Park for buildings, and San Carlos funding for EV charging.) However, the large majority of PCE's energy programs to date have been self-funded via PCE generation revenues.

Recent market changes, wildfire and outage concerns and regulatory procurement mandates have increased price pressure on PCE's procurement of generation resources. Subsequently, rate affordability has become a major concern for customers and policymakers. Additionally, federal funding has become available for energy programs and projects. through the Inflation Reduction Act (IRA, 2022) and the Infrastructure Investment and Jobs Act (IIJA, 2021). For these reasons, PCE seeks to further diversify the revenue for its energy programs and pursue public funding opportunities. PCE's new Innovation Strategy department focuses on the revenue diversification for PCE's energy programs while also looking at the energy program landscape in California more holistically to identify opportunities that can drive innovation and achieve impact in meeting PCE's mission to reduce GHG emissions.

DISCUSSION

Introducing Innovation Strategy for PCE's Energy Programs

California is a leader in innovative energy policy, resulting in a constant stream of new program and policy initiatives that would benefit from PCE's engagement. PCE is well positioned to be a thought leader in the development of innovative and impactful energy programs in California due to its experience in running customer programs and the strong technical expertise and analytical capabilities of its staff. The Innovation Strategy department bridges the gap between PCE's policy and programs teams by accessing policy-led funding opportunities and informing program implementation actions.

Historically, energy programs policy and implementation has been driven by the California Public Utilities Commission (CPUC). However, in recent years, the California Energy Commission (CEC) has taken a more prominent role. The CEC oversees energy programs funded via California's general fund and frequently functions as the "State Energy Office" for federal formula grants. Federal formula grants are grant funding opportunities (GFO) provided by the federal government where the States are the applicants for funding with the federal agencies and then have discretion to disburse the federal funds within their State. The most relevant funding agencies for PCE at the federal level include the Environmental Protection Agency (EPA), the Department of Energy (DOE) and the Department of Transportation (DOT). They disburse funding authorized under the IIJA and the IRA either via direct GFOs or the above-mentioned formula grants.

Decision-making Funnel for Grant Funding Opportunities

PCE is engaging with both state (CPUC and CEC) and federal entities (EPA, DOE and DOT) in its pursuit of funding diversification, focusing on the most promising and high-impact opportunities. To identify those opportunities among the wide variety of currently available GFOs, PCE applies the following decision-making logic in the review of GFOs:

1. Are CCAs eligible applicants?
2. Does the potential funding opportunity support PCE's existing or planned energy programs?
3. Does the funding target energy programs rather than energy projects? *Project* funding is typically focused on a single energy project, like a microgrid at a local library. *Program* funding supports the creation of an entire energy program that supports several projects, such as create a microgrid program that will serve several critical facilities.
4. Is the funding amount at least $5 million for multi-year programs?
5. Is the application likely to be successful? PCE evaluates this question based on other metrics such as its relationships and networks with the funding agency.

Current Initiatives

PCE is actively pursuing funding and program innovation opportunities in the following two technology areas:

1. Energy Efficiency (EE) and Building Electrification (BE);
2. Distributed Energy Resources (DERs).

Energy Efficiency and Building Electrification

PCE is currently pursuing two opportunities to scale its electrification programs and build out a complementary energy efficiency program portfolio. Under the **Equitable Building Decarbonization (EBD) Program**, PCE successfully won funding in early August 2024 to establish a "Rapid Start Community" in both San Mateo County and Los Banos under the EBD. With the funding, PCE will provide income qualified customers under its expanded Home Upgrade Program comprehensive whole-home electrification services, thereby stretching PCE's self-funded portion of the program further. PCE is expecting to leverage approximately $20,000-$27,0000 in EBD funding per home to pay for two electrification measures, as well as additional EE and remediation measures. PCE will then provide additional funding to enable whole-home electrification at participating homes. PCE's goal is to serve 200 homes in Los Banos and 500 homes in San Mateo County over the next 5 years for total potential funding of ~$16.4 million. PCE is working on the EBD Program in coordination with its implementation partners and the lead awardees, the Center for Sustainable Energy (CSE) in Los Banos and the Association for Energy Affordability (AEA) in San Mateo County. The EBD program is funded by the CEC and is expected to leverage federal formula funding under the DOE's Home Efficiency Rebates (HOMES) program.

To complement the program offering provided under its existing building electrification programs, PCE is planning on filing an **Application for Energy Efficiency (EE)** funding with the CPUC in February of 2026. This Application will significantly expand PCE's existing EE program offering, which is currently only focused on FLEXmarket programs. Under the EE Application, PCE is considering a broad EE portfolio, encompassing programs that may expand PCE's offerings to segments not currently supported, such as multi-family, commercial, agricultural, and industrial customers. In addition to EE measures, PCE anticipates incorporating load shaping, electrification, and integrated demand-side management (IDSM) strategies under the Application. PCE anticipates seeking to develop a programs portfolio with a budget of approximately ~$10 million per year for program years 2028 to 2032 for a total funding request of ~$40 million. In anticipation of having to file the extensive EE Application in February 2026, PCE is currently looking to hire one full-time employee to support both PCE's existing ratepayer-funded programs (FLEXmarket and DAC-GT), as well as the new EE Application. This position is intended to be fully funded by external funds. Any additional hiring for EE programs would only occur once the EE Application is approved and the funding is guaranteed by the CPUC.

Distributed Energy Resources (DERs)

PCE is currently engaging in two initiatives to support the development of local, distributed energy resources (DERs) in its service area, both for customer-sited resources as well as grid-connected resources. Approved by the Board in June, the **PCE Self-Generation Incentive Program (SGIP) Assistance Program** will provide standalone storage or solar + storage projects to income qualified customers with no upfront costs. The number of customers served depends on a number of factors including signups, qualifications, and successful applications but may be 200 or more. SGIP is a statewide incentive program administered by the investor-owned utilities (IOUs) under the auspices of the CPUC. PCE will leverage rich incentives provided under the SGIP, ranging from ~$13,200 for an average standalone storage system and $25,600 for an average solar+storage system, for a total estimated program funding of $4.6 million. In addition to the SGIP incentives, PCE will provide gap funding for any project costs beyond the SGIP incentives, such as roof repair, through its zero percent loan offering. PCE will also connect participating customers with a pre-selected developer, making the installation process as seamless for the customer as possible. PCE launched the marketing

and outreach campaign to customers in mid-August and expects the SGIP applications to open up around November, with installs at customers sites happening throughout calendar year 2025. Once installed, PCE intends to aggregate the resources under a virtual power plant (VPP) strategy to provide grid services to PCE. This program also will serve as groundwork for a future general market residential solar and storage program in 2025.

As a result of the review of existing community solar programs in California, the CPUC recently authorized a new community solar program, the **Community Renewable Energy (CRE) Program**. The CRE is funded through CPUC ratepayer funds and is expected to also leverage formula funding from the EPA's Solar for All Program. The program's goal is to install distribution-connected solar or solar+storage resources closer to customer loads to support the development of local DERs and alleviate the stress on the transmission grid. CCAs are authorized by the CPUC to offer the CRE Program to its customers and access public funding to reduce the costs of developing grid-connected resources in PCE's service area. Any customer can subscribe to a CRE project but at least 51% of the project's capacity must be subscribed by low-income customers. To ensure that CCAs' needs are being considered in the development of the new program, PCE is leading a Joint CCA working group to develop the implementation details of the program in collaboration with the CPUC. A secondary benefit of this advocacy is to position PCE as a thought partner and innovator with the CPUC and other stakeholders. The regulatory process is expected to last through early 2025, at which point CCAs would have the option to decide if they want to offer the CRE Program to their customers.

Upcoming initiatives

Looking ahead, PCE is considering engaging in the following new program initiatives and funding opportunities to scale and innovate on its program offerings. In the Transportation Electrification (TE) realm, PCE is considering engaging in GFOs targeting public fast charging, as well as engaging in PG&E's vehicle-to-grid (V2X) pilots. Furthermore, PCE is discussing a variety of new rate design options, such as Real-Time Pricing (RTP) pilots, to drive decarbonization and meet the goals of the CEC's Load Management Standards (LMS). PCE is also tracking the availability of funding for a potential community microgrid under the ratepayer-funded Microgrid Incentive Program (MIP) and Community Microgrid Enablement Program (CMEP). When significant aligned opportunities are identified, information will be brought to the Board. It must also be noted that this list should not be considered exhaustive as new opportunities arise frequently and PCE priorities may change over time.

While accessing public funding sources is an important component of diversifying PCE's revenues and growing its energy programs, public funding alone will not allow PCE to reach its ambitious decarbonization goals. Therefore, PCE will continue to build out is financing strategy to offer customers beneficial financing solutions that can drive large-scale decarbonization, especially for non-low-income customer segments.

FISCAL IMPACT

The fiscal impact of the current initiatives can be assessed as follows:

Equitable Building Decarb Program

- Funding opportunity: ~$20,000-$27,000 per home. Potential of ~$16.4 million total.
- Impact on PCE: PCE expects to roll the funding into its existing Home Upgrade Program and does not foresee a hiring need or direct costs at this time.

Energy Efficiency Application

- Funding opportunity: ~$10 million per year, $40 million total for 2028 – 2032.
- Impact on PCE: PCE is currently looking to hire one full-time employee to support both PCE's existing ratepayer-funded programs (FLEXmarket and DAC-GT), as well as the new EE Application. This position would be fully funded by CPUC ratepayer funds. Any additional hiring would only occur once the EE Application is approved and the funding is guaranteed by the CPUC.

SGIP Assistance Program

- Funding opportunity: ~$13,200 for an average standalone storage system and $25,600 for an average solar+storage system. Potential of $4.5 million total.
- PCE Impact: Potential financing costs of $500,000 which is within the planned residential solar and storage financing of up to $3 million for FY25. No hiring planned.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 12, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Gwendolyn Rose, Director of Marketing and Community Relations

SUBJECT: Discussion of Peninsula Clean Energy's Brand Strategy Update (Discussion)

RECOMMENDATION

No action recommended, discussion only.

BACKGROUND

The Marketing & Community Relations Teams is responsible for enhancing Peninsula Clean Energy's brand reputation, educating and engaging customers, driving participation in programs, and ensuring customer satisfaction and retention.

In January 2024, PCE began the process of updating the brand strategy with the goal of establishing a customer-centric approach. We conducted an in-depth audit of the brand, clarified the brand structure (essence, architecture, and fit), updated key brand messages, and are exploring what aspects of PCE's brand identity we may want to evolve. The following discussion provides more detail on the brand strategy process and outcomes that are being integrated through a fully redesigned website, an updated social media strategy, new content and new customer experiences.

DISCUSSION

Marketing objectives in the Board-approved Strategic Plan 2020-2025 include: (1) elevating the organization's brand reputation, and (2) educate and engage stakeholders in order to gather input, inspire action, and drive program participation. A strong brand and positive brand experience is central to enable PCE's ability to deliver messages about electrification and decarbonization. Furthermore, we want to communicate and build our brand with a much larger percentage of customers in our service territory in order to maximize our effectiveness.

Customer research conducted in Q2 2023 indicates that there are opportunities to improve brand awareness and build brand equity, i.e. strengthen the connection between the benefits and services we offer to customers. PCE's updated brand strategy focuses on bridging the gap between current customer perception and future aspirations for the brand experience in order to drive towards a more customer-centered approach.

In January 2024, PCE engaged ID Lab Global due to their unique set of capabilities that combines deep expertise in energy marketing, energy efficiency, and applied behavior science with private-sector marketing and branding expertise.

Brand Insights
A brand is a cognitive and emotional shorthand used by our customers to recall the relationship they have with us and to distinguish us from others they may associate with us (e.g. PG&E). In our context, it is important to recognize that the market, customers and our business has changed since the inception of our current brand; this is normal. The evolution of the brand to support PCE 2.0 is meant to put us on the foundation we need to maintain and build resonance and relevance with customers and the market. The goal is to take all the good elements of our current brand, divest of any elements that have run their course, and infuse new brand dynamics that support our vision for the future of the organization.

Over the course of the last year, we have carefully listened to the feedback from and wants of our customers, our local market and the broader industry. We then coupled those insights with where we wish to take the Agency regarding the services we offer, our energy sources and the role we play in our community:

Insight 1 - Customer-centricity is about giving the customer the feeling and proof that they come first. It is behavior-based, not policy-based.
Insight 2 - Focus on the "why": Utility communications often bias towards trying to explain complex concepts first, and then trying to inspire engagement based on the “features/functions”. With a customer-centric lens, we will:

- Communicate the personal value proposition first.
- Be candid and use simple language.
- Embrace that we are not here to educate everyone; we are here to provide affordable clean energy that enhances the lives of everyone we touch.
- Enable customers to self-select their level of desired education.

Insight 3 – Out of PG&E’s shadow: To build a broad and positive brand relationship with customers, the PCE brand must clearly separate itself from the PG&E brand. We call this “respectful separation”.
Insight 4 – PCE/customer alignment: To get beyond only reaching the “deep green” segment, we need to "translate" PCE’s vision into immediate-term personal customer benefits.
Insight 5 – Be undeniable: We will identify “the undeniables" – the brand and message attributes that can't be disputed no matter the political or personal beliefs of the recipient.
Insight 6 – Part of the community: Because PCE is a genuine not-for-profit local agency, it has an innate ability to build trust-based relationships with customers. To do this we will:

- Celebrate our not-for-profit status
- Demonstrate how we are part of the fabric of the community
- Speak like our customers – plainly. From “community reinvestment” to “supporting our friends and neighbors”.

Insight 7 – Go from strategy to action: A powerful brand stems from actions not just words. PCE has the vision, passion and words; now we need to live it in a new way.

Brand Structure
The Marketing team worked with IDLab to define PCE’s desired brand structure. We clarified the brand promise, including emotional rewards and functional benefits for customers (brand essence), the organization and hierarchy of PCE’s parent brand to its services and offerings (brand architecture), and how to ensure that every aspect of the brand, from visual identity to

messaging, aligns and resonates with the target audience (brand fit). An output of this effort is a set of 6 questions that we can use to evaluate how well proposed programs, services, offerings and/or partnerships align with our brand and our customers' wants:

1. Does it contribute to or support the message of affordability?
2. Does it provide clean energy or enhance the clean energy message?
3. Is the experience designed with the customer in mind?
4. Does it make the customer feel respected?
5. Does it make the customer feel supported in the energy choices they make?
6. Does it deliver a sense of pride/ownership to customers?

Brand Messages
To develop updated brand messages, IDLab conducted 12 In-depth interviews and 300+ online surveys. The goal of the customer research was to elicit customer attitudes, favorability, reactions, and emotional responses to different Peninsula Clean Energy brand messages, generate the insights needed to craft the optimal message that will resonates with customers and motivates them to increase their engagement with PCE and identify the associations that customers have when they think of Peninsula Clean Energy.

1. Peninsula Clean Energy serves you - our community - by focusing on affordable electricity.
2. We are your not-for-profit supplier of clean electricity.
3. We source the electricity; PG&E delivers it to you.
4. Because it's clean electricity, you can feel good about the electricity you.

Note that these messages are not market-facing copy to be used verbatim in our marketing materials. Rather, they are a hierarchical set of key points that the majority of our brand communications will use to express our value proposition and our character in terms that resonate with customers, stakeholders and our teams.

Brand Identity
During this process, we explored opportunities to update the brand identity. It was surfaced that our current name and logo present challenges to increasing brand awareness. In short, the name "Peninsula Clean Energy" itself is long and difficult to read, say, and write. It is also geographically limiting. In addition, the abbreviation "PCE" is easily confused with "PG&E". In terms of our logo, it has a graphic element that resembles an incandescent light bulb as well as an aspect ratio and complexity that make it a poor performer visually. We recognize that a decision to change elements of the brand identity should only be done with careful consideration of the rationale, benefits, costs, and risks. Following conversations with the team, the Marketing Subcommittee, and the Community Advisory Committee, we recommend further exploration on whether to update elements of the brand identity (name, and/or logo).

FISCAL IMPACT

We have engaged ID Lab Global for the brand strategy and implementing key elements of it with a fully redesigned website, new content, an updated social media strategy, campaign services, and a marketing technology audit and roadmap, with a not-to-exceed contract amount of $604,400 through December 31, 2024. This is included in PCE's FYE 2025 marketing budget.

STRATEGIC PLAN

GOAL

Develop a strong brand reputation that drives participation in Peninsula Clean Energy's programs and ensures customer satisfaction and retention.

OBJECTIVES

1. Brand Reputation: Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry.
2. Engagement: Educate and engage stakeholders in order to gather input, inspire action, and drive program participation

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 11, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Marc Hershman, Director of Government Affairs

SUBJECT: Update on Legislative Activities

RECOMMENDATION

Receive this report.

BACKGROUND

SACRAMENTO SUMMARY

The Legislature returned from its summer recess on August 5 and must adjourn for the year by the end of this month. Many legislators are planning to be in Chicago for the Democratic Convention during the week of August 19, which could slow the pace of legislative activity. All indications are that legislative business may extend to the last very day of this month.

Before it adjourned on July 3, the state Legislature passed a budget that was signed by the Governor. In addition, legislation was passed in July to place a climate bond on the November 5 statewide ballot. Further details on these two actions can be found below.

Peninsula Clean Energy took an official position on several bills in the weeks before the start of the Legislature's summer recess. Attached to this report are letters of support for AB 1359 (Papan) and AB 2666 (Boerner), as well as a letter of renewed support for AB 2847 (Addis) filed as the bill advanced from the Assembly to the Senate for consideration. Please see the attached Matrix for details of these bills and other bills which we are monitoring and on which we are engaging.

State Budget Agreement

On June 13, the Legislature passed its version of a 2024-25 budget, meeting the June 15 state Constitutional deadline. Rather than signing that budget, the Governor engaged the Legislature in negotiations. A deal was reached on June 26, one day before the June 27 Constitutional deadline by which the Governor is required to sign or veto a budget passed by the Legislature. Under the terms of that budget deal, an additional $400 million is being provided to PG&E to extend the life of the Diablo Canyon Nuclear Power Plant. This brings the

loan amount being extended to $1.4 billion in order to keep the plant operating to 2030. The addition $400 million in funding was the subject of difference between the Governor and the Legislature's budget in part because there had been an expectation that money from the federal government would cover the cost of repaying the loan. To date the federal government has only awarded $1.1 billion for the project and it appears that only $741 million of that is guaranteed.

The budget delays funding from the Department of Water Resources that would be used to establish its role as the Central Procurement Entity. Initially, $32 million had been allocated for this function, but under the 2024-25 budget agreement only $500,000 was allocated last year, $9.5 million will be allocated in 2024-25 and $22 million will be allocated in 2025-26. The budget also slashed $55 million from the Strategic Reliability Reserve housed in the Department of Water Resources. This fund was developed in 2022 to expand resources capable of managing or reducing net peak demand during extreme events.

The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 will appear as Proposition 4 on the November 5 ballot. If approved by the voters, it would authorize the issuance of bonds in the amount of $10 billion to finance projects for safe drinking water, drought, flood, and water resilience ($3.8 billion), wildfire and forest resilience ($1.5 billion), coastal resilience ($1.2 billion), extreme heat mitigation ($450 million), biodiversity and nature-based climate solutions ($1.2 billion), climate-smart, sustainable, and resilient farms, ranches, and working lands ($300 million), park creation and outdoor access ($700 million), and clean air programs ($850 million). The language in the bond requires that at least 40% of the money go to projects that aid disadvantaged communities, defined as those whose median household income is less than 80% of the area average. $850 million of the bond proceeds are to be dedicated to clean energy developments, including proposed offshore wind energy projects.

Summer Focus – EE/PPP and RA

Two issues have been at the forefront of attention for Peninsula Clean Energy's legislative staff this summer. The first concerns the Energy Efficiency/Public Purpose Program Charge (EE/PPP) and the second concerns the Resource Adequacy Market Price Benchmark.

It came to our attention that a potential August budget trailer bill might attempt to cut "non cost effective" energy efficiency (EE) programs funded through the Public Purpose Program Charge (PPP). These "non cost effective" programs are primarily aimed at low-income customers, who are hard-to-reach and therefore cost more money to serve. The California Public Utilities Commission had already rejected the proposal from the Public Advocates Office to cut "non cost effective" energy efficiency programs in its energy efficiency proceeding.

Energy efficiency is a key strategy in California's fight against climate change. As electricity costs increase, energy efficiency reduces demand, decreases the need for grid upgrades, and complements electrification strategies so bills remain affordable. Energy efficiency funding is approximately 1.7% of total revenue collected from ratepayers statewide.

We also learned that there was a proposal by PG&E, in its 2025 Energy Resources Recovery Account (ERRA) filing at the CPUC, to freeze the Resource Adequacy (RA) Market Price Benchmark (MPB). This MPB is used in the calculation of the Power Charge Indifference

Adjustment (PCIA) that CCA customers pay to the incumbent utility as an exit fee. If PG&E were successful in freezing the RA MPB, it would effectively shift their costs to CCA customers, resulting in a 27% bill increase to CCA customers. Additionally, the PCIA has a true-up function, so the savings would be temporary as the costs would have to be recovered later.

Peninsula Clean Energy and other CCAs have been engaging legislators, legislative staff and administration officials on these issues. In addition, we have been part of a large coalition that formed to support EE programs. The coalition includes the County of San Mateo. A copy of a letter sent from CCAs, including Peninsula Clean Energy, to policymakers on the EE issue is included with this report.

Federal Engagement

Both of California's U.S. Senators, Alex Padilla and Laphonza Butler, submitted the Peninsula Clean Energy request for funding to support the low-income home upgrade program to the Senate Appropriations Committee for inclusion in the Transportation, Housing and Urban Development Appropriations. Both U.S. Senators had a lengthy list of projects that they believe merited funding. After an initial review by the Committee members and staff, the list of projects was amended and PCE's project was not included.

Peninsula Clean Energy has already begun reaching out to our federal Legislator's offices to prepare for the 2025 round of funding. We are meeting with federal legislative staff to answer any questions that they may have and to discuss how we can better support a future funding request.

(Public Policy Objective B, Key Tactic 1)

ATTACHMENTS:
AB 2847 (Addis) - Support.PDF
AB 2666 (Boerner) - Support.PDF
AB 1359 (Papan) - Support.pdf
August 2024 Bill Matrix (1).docx
CCA_EE_letter_FINAL_2.25.24.pdf

PENINSULA CLEAN ENERGY

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Half Moon Bay | Hillsborough | Los Banos | Millbrae | Menlo Park | Pacifica | Portola Valley | Redwood City | San Bruno |
San Carlos San Mateo | South San Francisco | Woodside

June 25, 2024

The Honorable Steven Bradford
Chair, Senate Energy, Utilities, & Communications Committee
1021 O St., Ste. 7210
Sacramento, CA 95814

Re: AB 2847 (Addis) – SUPPORT

Dear Senator Bradford,

On behalf of Peninsula Clean Energy Authority (PCE), a community choice aggregator (CCA) serving roughly 800,000 Californians in San Mateo County and Los Banos in Merced County, I write in support of AB 2847 (Addis), which would require investor-owned utilities (IOUs) when making a request for capital expenditures to provide their best estimation, alongside supporting documents, of the impact of the proposed expenditures on the IOU's authorized revenue for each year of the life of the capital asset, as well as the asset's net present value.

Electric utility rates have seen considerable increases over the past few years and Californians are now facing the highest rates in the country. Peninsula Clean Energy, through sound fiscal management, was proud to announce a rate freeze at the beginning of the year. Holding our rates at 2023 levels, while PG&E's rates increased nearly 13%, created a savings for Peninsula Clean Energy customers of between 10-15% compared to PG&E.

As the IOUs request rate increases it is important to ensure that every cost included in ratepayers' bills is just and reasonable. This is especially true for capital costs, which will have a long-term impact on rates. Greater transparency that informs how IOU capital requests will impact future rates is valuable.

We are pleased to support AB 2847 and we thank Assemblymember Addis for authoring this important piece of legislation. We respectfully request your aye vote on AB 2847.

Sincerely,

Marc Hershman
Director of Government Affairs

cc: The Honorable Members of the Senate Energy, Utilities, & Communications Committee
The Honorable Dawn Addis

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June 25, 2024

The Honorable Steven Bradford
Chair, Senate Energy, Utilities, & Communications Committee
1021 O St., Ste. 7210
Sacramento, CA 95814

Re: AB 2666 (Boerner) – SUPPORT

Dear Senator Bradford,

On behalf of Peninsula Clean Energy Authority (PCE), a community choice aggregator (CCA) serving roughly 800,000 Californians in San Mateo County and Los Banos in Merced County, I write in support of AB 2666 (Boerner), which would require requires the California Public Utilities Commission (CPUC) to review investor-owned utilities' (IOUs) actual past costs following each general rate case (GRC) test year, and adjust the IOUs' authorized revenue requirement in the subsequent general rate case.

Electric utility rates have increased considerably in recent years and Californians are now facing some of the highest rates in the country. Peninsula Clean Energy, through sound fiscal management, was proud to announce a rate freeze at the beginning of the year. While Peninsula Clean Energy generation rates were held at 2023 levels, PG&E's rates increased nearly 13%. This created a bill savings for Peninsula Clean Energy customers of between 10-15% compared to PG&E.

As the IOUs continue to request rate increases while registering record profits, it's important to ensure that the costs IOUs propose in their GRCs are their actual costs. It is critical to ensure that costs are not overstated in a GRC as subsequent cost-savings realized by an IOU benefit shareholders as profits rather than reduced rates for ratepayers. AB 2666 will help provide clarity in this process and lead to more accurate costs in future GRCs.

We are pleased to support AB 2666 and we thank Assemblymember Boerner for authoring this important piece of legislation. We respectfully request your aye vote on AB 2666.

Sincerely,

Marc Hershman
Director of Government Affairs

cc: The Honorable Members of the Senate Energy, Utilities, & Communications Committee
The Honorable Tasha Boerner

2075 Woodside Road | Redwood City, CA | 94061
(650) 260-0005 | peninsulacleanenergy.com

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June 24, 2024

The Honorable Ben Allen
Chair, Senate Environmental Quality Committee
1021 O St., Ste. 6610
Sacramento, CA 95814

Re: AB 1359 (Papan) – SUPPORT

Dear Senator Allen,

On behalf of Peninsula Clean Energy Authority (PCE), a community choice aggregator (CCA) serving roughly 800,000 Californians in San Mateo County and Los Banos in Merced County, I write in support of AB 1359 (Papan), forward-thinking legislation that will help our state achieve its ambitious climate goals on schedule.

Geothermal power has significant potential to help California meet our climate goals, especially at times such as night or winter, when other renewables like solar and wind may be unavailable. Before the development of a geothermal field can begin, the developer needs to drill exploratory wells to gather subsurface data to confirm project feasibility and inform design decisions. Under the California Environmental Quality Act (CEQA), the drilling of an exploratory well is treated as a separate project – with a separate environmental review process – from the broader geothermal field development, which makes sense as the initial exploratory well is much smaller in scale and impact.

Unfortunately, an outdated provision of state law specifying that the state Geologic Energy Management Division (CalGEM) must serve as the lead agency under CEQA for geothermal exploration projects threatens to prevent advanced geothermal from taking off in California. The relevant provision of law – Public Resources Code §3715.5 – was originally put in place to accelerate geothermal development, but is now having the opposite effect, as CalGEM works under multi-year delays due to resource constraints associated with its role in oil and gas permitting. These delays put developers in the position of having to wait years before they can even explore whether a site is viable for geothermal development (let alone complete the project and start generating clean power). No other form of renewable energy operates under a similar requirement. This antiquated provision of state law threatens to derail new geothermal development in California before it can even begin.

Fortunately, counties already typically serve as the lead agency for larger, more complex geothermal field development projects and are fully capable of serving as the lead agency for geothermal exploration, as well. Deleting Public Resources Code §3715.5, as envisioned in AB 1359, will allow geothermal exploration projects to receive a lead agency under CEQA the same

way any other project would, instead of slowing these projects down with an arbitrary, unique, and anachronistic requirement. This proposal will not weaken CEQA or lower environmental standards. It will simply ensure that geothermal exploration wells go through the same CEQA process as other projects in the state.

We are pleased to support AB 1359 and we thank Assemblymember Papan for authoring this important piece of legislation. We respectfully request your aye vote on AB 1359.

Sincerely,

Marc Hershman
Director of Government Affairs

cc: The Honorable Members of the Senate Environmental Quality Committee
The Honorable Diane Papan

Status of 2024 Legislative Session Bills
As of August 9, 2024
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 817 (Pacheco) Brown Act Exemption: Advisory Committees	This bill, until January 1, 2026, would authorize a subsidiary body, defined as one that serves exclusively in an advisory capacity and has no final decision-making authority, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. To use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specific findings by majority vote before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.	Dead. Failed to pass Senate Local Government Committee, but granted reconsideration	Support	Support	This bill started last year and moved through the Assembly in January as a two-year bill. This bill's impact on Peninsula Clean Energy will be limited to the Community Advisory Committee
AB 1359 (Papan) CEQA: Geothermal Exploratory Projects	This bill would repeal the requirement that the Geologic Energy Management Division in the Department of Conservation be the lead agency for all geothermal exploratory projects for purposes of California Environmental Quality Act (CEQA). This bill would declare that it is to take effect immediately as an urgency statute.	Awaiting vote on the Senate Floor. Passed Senate Committees on Natural Resources & Water and Environmental Quality	Support	None	This bill was brought to Asm. Papan at the request of Sonoma Clean Power to facilitate additional geothermal projects
AB 1550 (Bennett)	Would define green hydrogen as hydrogen produced utilizing non biogas/biomass	Dead	None	None	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Green Hydrogen Standard	renewable electricity to electrolyze water into hydrogen. Also defines renewable hydrogen as hydrogen produced utilizing renewable electricity, except for dairy biogas, to electrolyze water into hydrogen The bill would require all hydrogen used in transportation and energy sectors to be green or renewable by 2045.	2-year bill that failed to pass the Assembly by 1/31 deadline			
AB 1567 (Garcia) Climate Bond	Proposes a $15.9 billion climate resilience bond to fund programs responding to drought/flood, wildfire, sea-level rise, etc. The bond proposes $2 billion for energy resilience programs such as zero-emission vehicle infrastructure and clean energy transmission projects.	The Legislature passed a $10 billion climate bond in SB 867. AB 1567 is 2-year bill currently pending in Senate Committee on Natural Resources & Water	None	None	
AB 1834 (Garcia) Reliability Reserve	Existing law establishes the Electricity Supply Strategic Reliability Reserve Program and requires the Department of Water Resources to implement projects, purchases, and contracts related to the procurement of electrical resources, as provided. If DWR determines, by June 30, 2027, that resources procured through the program were used in a given month to	Scheduled for August 15, 2024, Appropriations Suspense File hearing.	None	Support	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	meet a LSE's or POU's identified reliability need, existing law requires the PUC or CEC to annually assess a capacity payment on each LSE or POU, respectively, that during that same month failed to meet its system resource adequacy requirements. Existing law requires the PUC or the CEC to determine a capacity payment unit cost in kilowatt per month for LSEs or POUs that is based on the monthly cost of the resources procured using the moneys from the program, as provided. This bill would require the PUC and the CEC, in determining the capacity payment unit cost, to consider mitigating factors, including the extent of scarcity-driven or otherwise above-market costs of those resources procured using moneys from the Department of Water Resources Electricity Supply Reliability Reserve Fund				
AB 1852 (Pacheco) Clean Power Alliance	Current law makes certain information presented to the joint powers agency in closed session confidential, and authorizes a member of the legislative body of a local agency member to disclose certain information obtained in a closed session to legal counsel of that member local agency or to other members of the legislative body of that local agency in a closed session. Current law further authorizes the	Signed by Governor Newsom and chaptered into law.	None	None	This bill is sponsored by the Clean Power Alliance

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	Clean Power Alliance of Southern California to authorize a designated alternate member of its legislative body who is not a member of the legislative body of a local agency member to attend its closed sessions and to make similar disclosures described above. Current law repeals these provisions relating to the Clean Power Alliance of Southern California on January 1, 2025. This bill would extend that repeal date to January 1, 2030.				
AB 1912 (Pacheco)	Would require, before holding a committee hearing on a bill that proposes a new or modifies an existing requirement imposed on an Investor Owned Utility (IOU) or proposes a new or modifies an existing program that would be paid for by IOU ratepayers, that a request be made to the University of California, Berkeley, to prepare a written analysis of the bill assessing impacts to rates, other potential funding sources, etc.	Scheduled for August 15, 2024, Appropriations Suspense File hearing.	None	None	
AB 1921 (Papan) Linear Generators	This bill would expand the definition of "renewable electrical generation facility", for purposes of compliance with the Renewable Portfolio Standard (RPS), to include a facility	Awaiting vote on the Senate Floor. Passed Senate Committee on	None	None	This bill is sponsored by Mainspring, a company

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	that uses linear generators using RPS eligible fuels.	Energy, Utilities, & Communications			located in Menlo Park
AB 1999 (Irwin) Fixed Charges	The bill would permit the California Public Utilities Commission (CPUC or PUC) to authorize fixed charges that, as of January 1, 2015, do not exceed $5 per residential customer account per month for low-income customers enrolled in the California Alternate Rates for Energy (CARE) program and that do not exceed $10 per residential customer account per month for customers not enrolled in the CARE program. The bill would authorize these maximum allowable fixed charges to be adjusted by no more than the annual percentage increase in the Consumer Price Index for the prior calendar year, beginning January 1, 2016.	Held on Assembly Appropriations Suspense File and is now dead.	None	None	This bill is in response to the Income Graduated Fixed Charge proceeding at the CPUC as authorized by AB 205 (2022). The CPUC voted 4-0 to institute a fixed charge of $24.15 per month with reduced fixed charges for Family Electric Rate Assistance (FERA) and CARE customers
AB 2037 (Papan)	This bill would grant county sealers jurisdiction over publicly operated electric vehicle (EV) chargers. Existing law requires county sealers to	Awaiting vote on the Senate Floor.	None	None	

Status of 2024 Legislative Session Bills
As of August 9, 2024
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
County Sealers: EV Chargers	test all weighing and measuring devices used for commercial purposes in the counties in which they have jurisdiction. This includes privately-operated EV chargers. However, a 1977 Attorney General (AG) opinion limited the jurisdiction of county sealers by excluding publicly owned weighing and measuring devices. This did not present an issue until recently, when cities and counties began owning and operating many commercial EV chargers.	Passed Senate Committee on Judiciary. Passed the Senate Committee on Business & Professions			
AB 2054 (Bauer-Kahan) PUC Commissioners	This bill would prohibit a member of the Energy Commission or the CPUC from being employed by an entity subject to regulation by the Energy Commission or CPUC for a period of 1 year after ceasing to be a member of the commission.	Scheduled for August 15, 2024, Appropriations Suspense File hearing. Passed Senate Committee on Energy, Utilities, & Communications	Removing Support	None	The amendments have weakend the bill to the point we are no longer supporting the bill
AB 2083 (Berman) Industrial Decarbonization	This bill would require the CEC, by July 1, 2026, to evaluate opportunities to increase electrification of industrial heat processes to meet the state's industrial emissions reduction goals, as provided. The bill would, as part of the California Air Resources Board's (CARB) next	Scheduled for August 15, 2024, Appropriations Suspense File hearing.	Support	None	We decided to support this bill as electrification will be a main strategy to

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	update to the scoping plan occurring on or after January 1, 2025, require CARB to assess the potential for the state to reduce the emissions of greenhouse gasses from the state's industrial facilities' heat application equipment and processes, as specified.	Passed Senate Committees on Environmental Quality and Energy, Utilities, & Communications			decarbonizing the industrial sector
AB 2329 (Muratsuchi) California Affordable Decarbonization Authority	Would require the PUC and CEC to jointly authorize the establishment of the California Affordable Decarbonization Authority as a nonprofit public benefit corporation, to be governed by an independent board of directors appointed by the Governor, Speaker of the Assembly, and Senate Committee on Rules. The bill would require the authority to comply with Bagley-Keene Open Meeting Act and the California Public Records Act. The bill would establish the Climate Equity Trust Fund as a trust fund, separate and apart from all public moneys or funds of the state, and would, upon appropriation by the Legislature, require that the moneys in the trust fund be expended by the authority for the benefit of electricity customers and to promote affordable electricity rates, as specified.	Held on Assembly Appropriations Suspense File and is now dead.	None	Support	This bill was previously attempted as SB 1020 (Laird)
AB 2513 (Pellerin)	This bill would prohibit a person from selling, attempting to sell, or offering to sell to a consumer in this state a gas stove, as defined,	Awaiting vote on the Senate Floor	Support	None	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Gas Stoves and Ranges: Warning Label	that is manufactured on or after January 1, 2025, unless the gas stove bears a label that sets forth a specified statement relating to air pollutants that can be released by gas stoves and that is attached to the gas stove in a conspicuous location.	Passed Senate Committee on Environmental Quality			
AB 2619 (Connolly) Net Energy Metering (NEM)	This bill would require the CPUC to develop a new standard contract or tariff providing NEM for eligible customer-generators of IOUs.	Dead. Never heard in Assembly Committee on Utilities & Energy	None	None	
AB 2666 (Boerner) Public Utilities: Rate of Return	This bill would require the PUC, following the approval of each general rate case, to review which costs, if any, differed from the general rate case forecasts for each IOU or gas corporation, and to adjust the authorized revenue requirement in the subsequent general rate case, as appropriate, based on the actual past costs the corporation records. The bill would require the Commission to establish guidelines for electrical corporations and gas corporations to calculate and report annually their actual rates of return to the Commission.	Scheduled for August 15, 2024, Appropriations Suspense File hearing. Passed Senate Committee on Energy, Utilities, & Communications	Support	None	This bill is opposed by the California State Association of Electrical Workers, California State Pipe Trades Council, and Coalition of California Utility Employees
AB 2672 (Petrie-Norris)	Existing law requires the PUC to establish the CARE program. Existing law establishes the Multifamily Housing Program administered by	Scheduled for August 15, 2024, Appropriations	None	Support	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
CARE Program	the Department of Housing and Community Development which includes a disbursement system referred to as Homekey. This bill would require that the CARE program include public housing authority owned or administered Homekey housing facilities where the residents of the facility substantially meet the CARE program's income eligibility requirements, as determined by the PUC, and the account is in the name of Homekey.	Suspense File hearing.			
AB 2779 (Petrie-Norris) CAISO Transmission Planning	Existing law establishes the California Independent System Operator (CAISO) as a nonprofit, public benefit corporation to manage the transmission grid and related energy markets, as provided. This bill would require the Independent System Operator, upon approval of each transmission plan, to report to the Public Utilities Commission and to the relevant policy committees of each house of the Legislature any new use of any grid enhancing technology that is deemed reasonable by the Independent System Operator in that plan and the cost or efficiency savings of the deployment of that grid enhancing technology.	Awaiting vote on the Senate Floor Passed Senate Committee on Energy, Utilities & Communications	None	Support	
AB 2815 (Petrie-Norris)	Would require the Energy Commission to establish a program to provide grants for repairs to EV charging infrastructure that has been in	Scheduled for August 15, 2024, Appropriations	Support	None	The funding for this bill would come from the

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
EV Charging Repair Grants	operation for at least 5 years and that is in a publicly available parking space. The bill would authorize grant funding to be used for the cost to repair or replace an EV charging station. The bill would require the commission to allocate at least 50% of grant funding to low-income communities and disadvantaged communities.	Suspense File hearing. Passed Senate Committee on Energy, Utilities, & Communications			Clean Transportation Program which is funded by registration fees and smog checks.
AB 2847 (Addis) IOU Revenue Requirements for Proposed Capital Expenditures	This bill would require an IOU's application requesting authorization for or recovery of capital expenditures to include the IOU's best estimate of the application's impact on annual revenue requirement for each year that the capital expenditures are expected to remain in the application's rate base and the net present value of those impacts.	Awaiting vote on the Senate Floor Passed Senate Committee on Energy, Utilities & Communications	Support	None	The bill language specifically references undergrounding
AB 2891 (Friedman) Electrical Demand Forecasts	This bill would require the Energy Commission, on or before July 1, 2026, and in consultation with the PUC, CAISO, load-serving entities, and resource aggregators, to adopt a set of upfront technical requirements and load automation standards to provide the option for a load-serving entity to reduce or modify its electrical demand forecast upon aggregated system operation.	Held on Assembly Appropriations Suspense File and is now dead	None	None	
AB 3238 (Garcia)	The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the	Scheduled for August 15, 2024, Appropriations	None	Support	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
CEQA: Electrical Infrastructure Projects	completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. The CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The CEQA exempts certain projects from its requirements, including actions necessary to prevent or mitigate an emergency. Existing law prohibits an electrical corporation from beginning the construction of a line, plant, or system, or extensions of those facilities without first having to obtain from the Public Utilities Commission a certificate that the present or future convenience and necessity require or will require the construction. Existing law specifies that the certificate is not required for the extension, expansion, upgrade, or other modification of existing electrical transmission facilities. This bill would, for electrical infrastructure projects, as defined, designate	Suspense File hearing.			

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	the commission as the lead agency for purposes of the CEQA, would require the commission to prescribe procedures for the preparation of the appropriate environmental review document for those projects, and would specify the manner in which the environmental review for those projects is to be conducted. The bill would repeal these provisions on January 1, 2035. This bill contains other existing laws.				
AB 3246 (Garcia) Advanced Reconductoring	This bill would require the PUC, on or before January 1, 2026, to authorize an IOU to seek the PUC's approval of advanced reconductoring, as defined, of its existing electrical transmission facilities through the commission's informal advice letter process, as specified.	Scheduled for August 15, 2024, Appropriations Suspense File hearing. Passed Senate Committee on Energy, Utilities, & Communications	None	Support	
AB 3256 (Irwin) Memorandum and Balancing Accounts: Reports to the Legislature	This bill would require the commission to include, as part of its annual update to the Legislature on the status of its review of balancing accounts, the amount of funds in, and the expenditures from, the memorandum accounts and balancing accounts of each public utility as they relate to wildfire management and emergencies. The bill would require the	Scheduled for August 15, 2024, Appropriations Suspense File hearing. Passed Senate Committee on	None	None	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	commission to annually determine if each memorandum account and each balancing account has achieved its intended purpose in the previous year.	Energy, Utilities, & Communications			
SB 59 (Skinner) Bidirectional Charging	Would authorize California Air Resources Board (CARB), working with the California Energy Commission (CEC) and the PUC, to require any weight class of battery electric vehicle to be bidirectional capable, as defined, if it determines there is a sufficiently compelling beneficial bidirectional-capable use case to the battery electric vehicle operator and electrical grid. The bill would require the board, in its analysis, to consider vehicle readiness and duty cycles required of vehicles operated by essential service providers.	Scheduled for August 15, 2024, Appropriations Suspense File hearing. Passed Assembly Committee on Utilities & Energy	None	Support	This is a gut and amend bill to revisit the issue of bidirectional charging that Senator Skinner previously attempted in SB 233.
SB 382 (Becker) Property Disclosures: Electrical Systems	This bill would, on or after January 1, 2026, require a seller of a single-family residential property to deliver a specified disclosure statement to the prospective buyer regarding the electrical systems of the property.	Pending on the Senate Floor for a concurrence vote. Passed the Assembly	None	None	
SB 867 (Allen) Climate Bond	Proposes a $10 billion climate resilience bond to fund programs responding to drought/flood, wildfire, sea-level rise, etc. The bond proposes $850 million for energy resilience programs	Placed on the November 5, 2024, ballot.	None	None	The final bond proposal came together in the final week

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	such as clean energy transmission projects and support offshore wind activities.	Passed by the Legislature and signed.			before summer recess.
SB 938 (Min) Utility Accountability Act	Would prohibit, except as provided, an electrical or gas corporation from recording various expenses associated with political influence activities or with advertising to accounts that contain expenses that the electrical or gas corporation recovers from ratepayers. The bill would require an electrical or gas corporation to provide the Public Utilities Commission with all information deemed necessary to monitor compliance with that prohibition. The bill also would require an electrical or gas corporation, for each business unit of the corporation that performs work associated with political influence activities or advertising, to annually file with the commission a report containing specified information. The bill would require the commission to make the report publicly available.	Dead. Failed to pass the Senate Committee on Energy, Utilities and Communications	None	None	This bill is co-sponsored by TURN and Earthjustice.
SB 993 (Becker)	This bill requires the PUC to develop a special tariff (set of electricity rates) to support the development of green hydrogen and the electrification of industrial heat by providing	Held on Senate Appropriations Suspense File and is now dead	None	None	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Clean energy development incentive rate tariff	attractive rates at times when we have abundant clean energy (and high rates at other times). This tariff will offer these new customers a great deal: pricing to help them be cost-competitive, but only if they operate in a way that relies on clean energy, avoids new grid infrastructure costs, and helps us maintain a reliable grid.				
SB 1014 (Dodd) Wildfire safety: The California Wildfire Mitigation Strategic Planning Act.	Existing law establishes the Office of the State Fire Marshal in the Department of Forestry and Fire Protection and establishes the Deputy Director of Community Wildfire Preparedness and Mitigation within the office. Existing law makes the deputy director responsible for fire preparedness and mitigation missions of the department, as provided. This bill would require the deputy director, on or before January 1, 2026, and every 3 years thereafter, to prepare a Wildfire Risk Mitigation Planning Framework sufficient to quantitatively evaluate wildfire risk mitigation actions, as provided. The bill would require the framework to allow for geospatial evaluation and comparison of wildfire risk mitigation actions, as defined, sufficient to direct coordinated mitigation efforts and long-term collaborative mitigation. This bill contains other related provisions.	Scheduled for August 15, 2024, Appropriations Suspense File hearing.	None	Support	

Status of 2024 Legislative Session Bills
As of August 9, 2024
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 1018 (Becker)	The cheapest and cleanest way to provide renewable energy to power hydrogen electrolyzers or to displace fossil fuels in industry would be directly connecting those renewables to those new clean energy loads. This is prevented today by the ""over-the-fence rule,"" which allows ""behind the meter"" usage of electricity only in very limited cases (such as when generated on the same property as rooftop solar). That doesn't work when you need acres of solar panels to provide enough power for a big factory. This bill will create a targeted new exception to the over-the-fence rule to enable off-grid use of renewables for these new, climate-beneficial purposes.	Scheduled for August 15, 2024, Appropriations Suspense File hearing. Passed Assembly Committee on Utilities & Energy	None	None	
SB 1095 (Becker) Cozy Homes Cleanup Act	This bill updates code ambiguities to ensure individuals can switch from gas to electric appliances, allowing Californians to opt for cozier and healthier zero-emission homes. To do so, the bill: (1) Prevents HOAs from implementing provisions which prevent the switch from gas to electric appliances, (2) Clarifies the authority of individuals to replace gas with electric appliances in mobile and manufactured homes, and (3) Provides the Department of Housing and Community Development authority to update its regulations	Held on Senate Appropriations Suspense File and is now dead	Support	Support	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	should further legal uncertainty inhibit appliance replacement.				
SB 1130 (Bradford) IOU Reports on Family Electric Rate Assistance	Would require the PUC to review each IOU's report to ensure it has sufficiently enrolled eligible households in the FERA program commensurate with the proportion of households the commission determines to be eligible within the electrical corporation's service territory. If the commission, in its review of a report, determines an IOU has not sufficiently enrolled eligible households in the FERA program, the bill would require the commission to require the IOU to develop a strategy and plan to sufficiently enroll eligible households within 3 years of the adoption of the strategy and plan.	Scheduled for August 15, 2024, Appropriations Suspense File hearing. Passed Assembly Committee on Utilities & Energy	Support	Support	
SB 1165 (Padilla)	Existing law authorizes a person proposing an eligible facility, including an electrical transmission line carrying electricity from certain other facilities that are located in the state to a point of junction with any interconnected electrical transmission system, to file an application, on or before June 30, 2029, with the State Energy Resources Conservation and Development Commission (Energy Commission) to certify a site and related facility for purposes of specified	Held on Senate Appropriations Suspense File and is now dead	None	Support	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	environmental review procedures. This bill would expand the facilities eligible to be certified pursuant to the provisions described above by the Energy Commission and deemed environmental leadership development projects to include electrical transmission projects. The bill would require an applicant applying for certification of an electrical transmission project to take certain actions, including, among other actions, to avoid or minimize significant environmental impacts in any disadvantaged community. This bill contains other related provisions and other existing laws.				
SB 1305 (Stern) Virtual Power Plant Procurement Mandate	This bill would require each Investor-Owned Utility (IOU) to procure from virtual power plants, defined as actively coordinated aggregations of behind-the-meter distributed energy resources that can perform certain functions, sufficient capacity to meet specified minimum capacity requirements by certain dates. The bill would require capacity procured from a virtual power plant by an IOU pursuant to these provisions to be used to meet the resource adequacy requirements established for the load-serving entity.	Dead. Senator Stern never presented the bill in Senate Committee on Energy, Utilities and Communications	None	None	
SB 1374 (Becker)	When the PUC changed net energy metering for behind-the-meter solar, it retained the ability	Scheduled for August 15, 2024,	None	None	

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Restoring Self-consumption Benefits for On-Site Generation	for solar customers to avoid purchasing energy from the utility for solar power that was self-consumed (during the same time in which it was generated) while drastically lowering the value of excess solar power that is exported to the utility. For virtual net energy metering (VNEM) and net energy metering aggregation (NEMA) customers (where energy from a carport solar system over a school parking lot could be virtually netted against power usage by separately metered school buildings), the PUC eliminated any credit for self-consumption, making it an even worse deal for these customers. This bill would re-establish credit for self-consumption for VNEM and NEMA for apartment complexes and public schools, equivalent to what is provided for single family homes.	Appropriations Suspense File hearing. Passed Assembly Committee on Utilities & Energy			

July 25, 2024

The Honorable Mike McGuire
President Pro Tempore, California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker, California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

Subject: Preserving Energy Efficiency Programs that Uphold California's Clean Energy, Grid Reliability, Affordability, and Equity Goals

Dear President Pro Tem McGuire and Speaker Rivas,

We write to express interest in your efforts to explore legislative options to reduce costs to electric ratepayers. Community choice aggregators (CCAs), governed by boards of local elected officials, are at the forefront of the state's clean energy transition, having contracted for over 14 gigawatts (GWs) of clean energy resources. We believe that affordable electric rates and bills are critical not only to the clean energy transition, but also to California's broader decarbonization efforts. If rates and bills are too high, customers will be less willing to switch to electric vehicles and electric appliances powered by clean energy. We therefore support a continued focus on affordability.

We urge caution however, when considering reductions to spending on energy efficiency programs. Reducing energy efficiency programs will negatively impact our efforts to advance an equitable clean energy transition, customer affordability, and grid reliability. Energy efficiency funds collected from ratepayers represent a small portion of customer bills. Since 1996, the state's investor-owned utilities have been required by law to collect a non-bypassable charge on ratepayers known as the public purpose program (PPP) charge. The funds are used for prudent investments in energy efficiency, in addition to rate discounts for low-income customers, renewable energy, as well as research and development.

Although it fluctuates annually, based on information from the California Public Utilities Commission (CPUC), energy efficiency funds are just over 16% of PPP costs recovered from ratepayers and 1.7% of total annual revenue collected. While prudent grid investments are also needed to meet our clean energy and reliability goals, energy efficiency costs stand in contrast to other expenses, such as distribution, transmission, and wildfire investments. For example, according to the 2023 AB 67 California Electric & Gas Utility Costs Report, distribution costs increased 30% since 2013 and now represent nearly 44% of costs collected from ratepayers.

Energy efficiency programs have historically been run by IOUs and most of them still are to this day. Recognizing local governments are close to the residents they serve, state law authorized CCAs in 2003 to also provide energy efficiency programs in their service areas. In 2012, the state further authorized local governments to form regional energy networks (RENs) that can offer energy efficiency programs to benefit their communities. Our organizations administer, or are planning to administer, energy efficiency programs through these two pathways and are focused on customers who have historically not been served by energy efficiency programs or live in disadvantaged communities. This is a key aspect of our local control of energy efficiency programs. As an extension of the communities we serve, our programs are thoughtfully designed to meet local needs while simultaneously supporting progress toward statewide climate and clean energy goals.

Our programs offer, or will offer, traditional energy efficiency benefits such as installing insulation in homes, as well as more sophisticated benefits like automated HVAC and lighting controls that not only allow a customer to reduce their energy consumption but also provide tremendous grid reliability benefits. Some programs also offer measures designed to simultaneously deliver energy savings as well as health, safety, and comfort benefits. These benefits are essential for low-income and disadvantaged community residents historically underserved by energy efficiency programs and who face rising climate impacts.

Our programs directly contribute to the state's efforts to double energy efficiency savings by 2030 as required by SB 350 (Chapter 547, Statutes of 2015) the Clean Energy & Pollution Reduction Act of 2015, and the state's 7 GW load shift goal established by the CEC pursuant to SB 846 (Chapter 239, Statutes of 2022). The inaugural SB 100 Joint Agency Report required by SB 100 (Chapter 312, Statutes of 2018), the 100 Percent Clean Energy Act of 2018, recommended, among other things, to "continue to prioritize energy efficiency and load flexibility to minimize total implementation costs." California's Clean Energy Transition Plan released in May 2023 also opines that energy efficiency will be critical.

We look forward to engaging in a dialogue with your offices during the remaining weeks of the legislative session to promote ratepayer affordability while also ensuring critical energy efficiency programs – especially those with an equity focus – continue to have a viable operational pathway that avoids duplication and promotes transparency.

Please contact Amy Costa (amy@fullmoonstrategies.com) with any questions about our comments.

Sincerely,



Patrick Welch
Senior Legislative Manager, SDCP



Stephanie Chen
Director of Legislative Affairs, MCE

Alec Ward
Principal Legislative Manager, Ava

Marc Hershman
Director of Government Affairs, Peninsula Clean Energy

Scott Green

Scott Green
Senior Government Affairs Manager, SJCE

Richard Engel
Acting Executive Director, Redwood Coast Energy Authority

Cc: The Honorable Gavin Newsom, Governor of California
The Honorable Cottie Petrie Norris, Chair, Assembly Committee on Utilities & Energy
The Honorable Steven Bradford, Chair, Senate Committee on Energy, Utilities & Communications
The Honorable Jesse Gabriel, Chair, Assembly Committee on Budget
The Honorable Scott Wiener, Chair, Senate Committee on Budget & Fiscal Review
The Honorable Steve Bennett, Chair, Assembly Budget Subcommittee #4 on Climate Crisis, Resources, Energy and Transportation
The Honorable Josh Becker, Chair, Senate Budget Subcommittee #2 on Resources, Environmental Protection and Energy

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 9, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Roy Xu, Director of Power Resources

SUBJECT: Energy Supply Procurement Quarterly Report

BACKGROUND

In January 2020, the Board approved Policy Number 15 – Energy Supply Procurement Authority. "Energy Procurement" shall mean all contracting for energy and energy-related products for Peninsula Clean Energy, including but not limited to products related to electricity, capacity, energy efficiency, distributed energy resources, demand response, and storage. Energy Supply Procurement Authority is exercised according to the following guidelines:

1. Short-Term Agreements:

a. Chief Executive Officer (CEO) has authority to approve Energy Procurement contracts with terms of twelve (12) months or less, in addition to contracts for Resource Adequacy that meet the specifications in section (b) and in Table 1 below.

b. CEO has authority to approve Energy Procurement contracts for Resource Adequacy that meet PCE's three (3) year forward capacity obligations measured in MW, which are set annually by the California Public Utilities Commission and the California Independent System Operator for compliance requirements.

c. Chief Financial Officer has authority to approve any contract for Resource Adequacy with a term of twelve (12) months or less if the CEO is unavailable and with prior written approval from the CEO.

d. The CEO shall report all such agreements to the PCE board monthly.

Table 1

Product	Year-Ahead Compliance Obligation	Term Limit

Local Resource Adequacy	In years 1 & 2, must demonstrate capacity to meet 100% of monthly local obligation for years 1 and 2 and 50% of monthly local obligation for year 3 by November 31st of the prior year	Up to 36 months
System Resource Adequacy	In year 1, must demonstrate capacity to meet 90% of system obligation for summer months (May – September) by November 31st of the prior year	Up to 12 months
Flexible Resource Adequacy	In year 1, must demonstrate capacity to meet 90% of monthly flexible obligation by November 31st of the prior year	Up to 12 months

2. Medium-Term Agreements:
CEO, in consultation with the General Counsel, the Board Chair, and other members of the Board as CEO deems necessary, has the authority to approve Energy Procurement contracts with terms greater than twelve (12) months but not more than five (5) years, in addition to Resource Adequacy contracts as specified in Table 1 above. The CEO shall report all such agreements to the PCE board monthly.

3. Intermediate and Long-Term Agreements:
Approval by the PCE Board is required before the CEO enters into Energy Procurement contracts with terms greater than five (5) years.

4. Amendments to Agreements:
CEO, in consultation with the General Counsel and the Board Chair, or Board Vice Chair in the event that the Board Chair is unavailable, has authority to execute amendments to Energy Procurement contracts that were previously approved by the Board.

DISCUSSION

This memo summarizes all Short-Term and Medium-Term Energy Supply Procurement agreements entered into by the Chief Executive Officer since the last regular Board meeting in May 2024. This summary is provided to the Board for information purposes only.

Execution Month	Purpose	Counterparty	Term
April	Purchase of GHG-Free Energy	Avangrid Renewables, LLC	9 Months
May	Purchase of Energy Hedge	Hetch Hetchy Power	1 Month

May	Purchase of GHG-Free Energy	Tenaska Power Services Co.	9 Months
May	Purchase of GHG-Free Energy	Constellation Energy Generation, LLC	9 Months
May	Purchase of GHG-Free Energy	City of Roseville	9 Months
May	Purchase of GHG-Free Energy	Dynasty Power Inc.	6 months
May	Purchase of GHG-Free Energy	Constellation Energy Generation, LLC	9 Months
May	Purchase of Resource Adequacy	City of Vernon	1 Month
May	Sale of PCC1 Energy	Shell Energy North America (US), L.P.	6 months
May	Sale of Resource Adequacy	City of Vernon	1 Month
June	Purchase of GHG-Free Energy	Dynasty Power Inc.	12 months
June	Purchase of GHG-Free Energy	Powerex Corp	6 months
June	Purchase of GHG-Free Energy	Dynasty Power Inc.	6 months
June	Purchase of GHG-Free Energy	Avangrid Renewables, LLC	6 Months
June	Sale of Energy Hedge	TransAlta Energy Marketing (U.S.) Inc.	1 month
July	Sale of Resource Adequacy	City of Banning	1 month
July	Sale of Resource Adequacy	Valley Electric Association, Inc	1 month
July	Sale of Resource Adequacy	Clean Energy Alliance	1 month
August	Sale of GHG-Free Energy	Shell Energy North America (US), L.P.	5 months
August	Sale of PCC1 Energy	Orange County Power Authority	18 months
August	Sale of PCC1 Energy	Shell Energy North America (US), L.P.	5 months

STRATEGIC PLAN

The above contracts executed in April, May, June, July and August 2024, support the Power Resources Objective 2 for Procurement: Procure power resources to meet regulatory mandates and internal priorities at affordable cost.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 8, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Rafael Reyes, Senior Director of Energy Programs

SUBJECT: Community Programs Quarterly Report

BACKGROUND

The following programs are in progress, key metrics are provided in the table here and detailed information is provided below.

Buildings	
Appliance	3,294 measures rebated (+135 M/M); 610 loans issued (+62 M/M)
Home Upgrade	305 homes completed as of May 31st
GovBE	5 proposals selected for funding, $1m in incentives and $1.6 million in loans.
Reach Codes	19 of 22 adopted. 2 cities have adopted new “energy performance” reach codes post-Berkeley lawsuit
Distributed Resources	
Residential Solar + Storage	597 installs. Enrollment in the program is closed. Low income SGIP program under development.
FLEXmarket	50 residential building electrification projects being tracked, 8 commercial energy efficiency projects being tracked
GovPV	Rnd 1: 12 sites, 1.7MW. 3 sites live. Rnd 2: Total of 34 sites, 4 MW solar. 22 sites under development.
Transportation	

Ev Charging	Ports to date: 1,100 (+21 M/M). Pipeline: 3,500+
Used EV	650 EVs since 2021. (+17 M/M)
E-Bikes	Total 989, 185 e-bikes in 2024.
GovEV (Fleets)	11 agencies enrolled. 30+ chargers in progress with Menlo Park and 8 chargers in progress with Burlingame.
Managed Charging	700+ enrolled. Future program options under evaluation.

1. Building and EV Reach Codes

Background: In 2018 the Board approved a building "reach code" initiative to support local governments in adopting enhancements to the building code for low-carbon and EV ready buildings. The initiative is a joint project with Silicon Valley Clean Energy (SVCE). The program includes no-cost technical assistance, model codes and other tools. The tools and model code language are available on the project website (www.BayAreaReachCodes.org).
In addition, in January 2020 the Board approved an extension of the reach code technical assistance plus additional elements – Education and training for developers and contractors, and consumer education program on the benefits of all-electric buildings. This technical assistance is publicly available at www.AllElectricDesign.org. In December 2020, the Board approved to extend the contract with TRC Engineers include technical assistance for developing policy for existing buildings. In February 2022 the Board extended the initiative for another two years.
Status

City Progress: Most cities with reach codes from the prior cycle have re-adopted or adopted for the first time. Two cities have adopted existing building codes (San Mateo, Portola Valley). San Bruno and Half Moon Bay are updating their EV reach codes in anticipation of state code updates.

Berkeley 9th Circuit Ruling – In April 2023, the 9th circuit court of appeals ruled against Berkeley in a case brought by the California Restaurant Association and funded by Sempra (SoCalGas.) Berkeley's requested for an En Banc rehearing was declined this month.

- The Berkeley ruling does not impact EV charging reach codes.
- Alternative building electrification model codes have been created to allow cities to adopt codes that would represent a distinctly different legal approach than the Berkeley approach.
- Some member agencies have paused enforcement of all-electric reach codes, while others are continuing to enforce their all-electric mandates.
- Multiple San Mateo jurisdictions are considering updating their reach codes using alternative model code approaches. East Palo Alto, Brisbane, San Jose, San Luis Obispo, Santa Cruz, and Los Altos Hills have already adopted alternative codes.

For more information, please visit https://bayareareachcodes.org/

2. Buildings Programs

2.1 Appliance Rebates and Zero Percent Loans

Background: In May 2020, the Board approved an initial 4-year plan for electrifying existing buildings. This included implementing an appliance rebate program. Peninsula Clean Energy launched the heat pump water heater (HPWH) rebates in January 2021. Additionally, in August 2021, the Board approved an On-Bill Financing program (now referred to as the Zero Percent Loan program) to be treated as a balance sheet asset and not part of the annual budget. The program offers qualified residential customers a 0% interest loan up to $10,000 to fund the cost of eligible electrification and complementary electrical and energy efficiency upgrades.

On October 17, 2022, Peninsula Clean Energy launched its Zero Percent Loan program and rolled out modifications and enhancements to the Appliance Rebates Program including increasing its HPWH rebate, launching a new heat pump heating ventilation and air conditioning (HVAC) rebate, and other updates.

Status: Additional updates were instituted in October 2023 including shortening the finance term to 5 years to establish a more sustainable "revolving fund". Uptake remains very positive. The summary table at the top of this memo summarizes the number of rebates and loans issued as of January 10, 2024. Development of a turnkey electrification service to provide greater customer support and complement the incentives is under development. The turnkey service will be a unified service with the low-income direct-install program. See below for details.
For more information, please visit https://pencleanenergy.com/all-electric-homes

2.2 (Low-Income) Home Upgrade Program

Background: In May 2020, the Board approved $2 million for implementing a direct-install low-income home upgrade program to offer minor home repair, energy efficiency, and electrification measures to income-qualified homeowners at no cost to them. The measures implemented in each home will vary depending on the home's needs but will include at least one electrification measure such as installing a HPWH or replacing a gas stove with an electric induction stove. The program launched on September 28, 2021. The Board approved a contract extension for $1.5 million in February 2023 which included more homes for the current service plus 4-6 whole home electrification upgrades. As of March 31, 2024, the program has served 295 homes, including 8 homes who received whole home electrification as part of a pilot within the program. This phase of the program is now oversubscribed, and new applicants are being added to a waitlist for the next phase of the program under a new program administrator.

Status: Following a competitive selection process, the Board approved the $26M contract with Franklin Energy Services on February 22, 2024 for the next phase of the program, which will include a scaling-up the number of low-income homes served with whole home electrification upgrades at no-cost to these residents, offering turnkey electrification services to non-income qualified residents at a low cost, and launching an emergency heat pump water heater replacement service. Silicon Valley Clean Energy (SVCE) also contracted with Franklin for the joint program. PCE and SVCE are currently jointly working with Franklin on program design and start up tasks. PCE soft launched the low-income no-cost electrification segment of the program in August by contacting the waitlist collected in the previous phase of the program. The turnkey electrification services for non-income qualified residents and emergency water heater replacement service would follow, launching sometime in late the Fall.

For more information, please visit https://pencleanenergy.com/home-upgrade-program/

2.3 Local Government Building Electrification Program (GovBE)

Background: In August 2023, the Board approved a local government building electrification program to help fund building electrification at local government facilities. The program will offer roughly $1 million per year in incentives and creates a $10 million dollar revolving loan fund. Incentives are based on therms saved at a given facility. Incentives and loan are capped at $600k per jurisdiction per year, each. The program requires a 25% cost-share from non-PCE funds, and will have a streamlined, annual application process.

Status: Five project applications have been selected for funding, totaling $1 million in incentives and $1.6 million in loan. Projects include:

- A pool heating electrification project,
- Portfolio-wide municipal decarbonization at a city
- Portfolio-wide HVAC electrification at a city
- A project installing seven HPHW across multiple facilities
- A project electrifying HVAC at a child development center

A separate $5 million from the surplus funds were allocated for schools however, no schools submitted for funding in this round. PCE plans to re-open the application for schools in the upcoming months and is in discussions with the San Mateo County Office of Education on rollout.

For more information, please visit https://pencleanenergy.com/government-programs

3. Distributed Energy Programs

Peninsula Clean Energy has Board-approved strategies for the promotion of 20 MW of new distributed energy resources in San Mateo County and is advancing distributed energy resources to provide resilience, lower decarbonization costs, provide load shaping to support our strategic goal for 24/7 renewables. The projects described below are efforts towards meeting both of these goals.

3.1 Solar and Storage for Public Buildings

Background: The Solar and Storage for Public Buildings is aimed at aggregating local government facilities into a group procurement of solar and optionally storage systems. Peninsula Clean Energy provides no-cost site assessments and preliminary designs as well as manages the procurement process. Participating sites have systems installed as part of power purchase agreements directly with Peninsula Clean Energy. As part of the pilot phase, in October 2020, the Board approved initial site evaluation services and in March 2022, the board approved up to $8 million in capital for system installations to be repaid over 20 years and $600,000 for technical assistance on the second round of the aggregated solar program. Intermountain Electric Company was selected in the competitive solicitation on the basis of its pricing, experience, labor practices, and other metrics. Intermountain is a local union firm with an excellent reputation. At the January, 2023 Board Meeting, the Board of Directors approved the installation contract and power purchase agreements with participating agencies in the first

round. 12 PPAs were signed with 10 jurisdictions for a total of 1.74 MW DC solar PV. Battery storage systems are planned for 3 of the sites but will not move forward until after the solar systems are operational due to NEM2 grandfathering rules.

Round 2 of this program is split into two portfolios: solar-only (Portfolio A) and larger solar+storage projects (Portfolio B). The Portfolio A projects are seeking interconnection under NEM 2.0, while the Portfolio B (now referred to as Round 3) projects will interconnecting under Net Billing Tariff rules. Portfolio A includes 22 sites with 12 agencies, totaling approximately 4 MW of solar. Round 3 includes 12 sites with 9 agencies, totaling approximately 10MW of solar and 6MWh of storage. The Board approved the contracts for the Round 2 in January 2024 with up to $23 million.

Status: As of August 8, 2024, 3 systems are operational (Brisbane Mission Blue Center, San Carlos Youth Center, and Millbrae Recreation Center), 2 are complete but awaiting PG&E to complete upgrades to its system it deemed necessary during the interconnection process. One system is substantially complete (San Bruno Aquatic Center) and others are at various stages of construction and permitting.

For Round 2 (A), a total of 12 agencies with a total of 22 facilities are in advanced development. Thirteen projects have executed Power Purchase Agreements (PPAs) and construction drawings are in development. Other sites are in various stages of design and PPA approvals. McMillian Electric is currently working on construction plans for the first tranche of projects that will be ready for construction. These include four agencies for a total of nine sites. Plans will be used to apply for permits. These projects are expected to begin construction late 2024 / early 2025 and be commissioned by late 2025 / early 2026.

For Round 3 (B), staff is currently in early development with agencies and has upcoming meetings with potential vendors. Staff has also been in development of solar + storage models for which include optimized energy storage dispatch strategies.

For more information, please visit https://pencleanenergy.com/government-programs

3.2 Residential Solar + Battery Backup

Background: The Residential Solar + Battery Backup offers energy resiliency program in partnership with Sunrun. This program provided energy storage systems paired with solar power to single family customers and ongoing load shaping for PCE grid needs. Enrollment in the program closed in 2022 and PCE has been developing a successor program.

Status: The State of California renewed funding for the Self-Generation Incentive Program (SGIP) last year, allocating funds toward low-income storage and solar plus storage systems. PCE has been developing a Low-Income Solar & Storage Program to provide behind-the-meter (BTM) storage or solar + storage systems to eligible single-family homeowners to deliver bill savings and resilience benefits. The program will leverage SGIP incentives which are expected to mostly or fully fund the installation of systems for income qualified customers, giving priority to Home Upgrade participants and homes in outage risk areas. A Request for Proposal was launched this week for a developer who can oversee the end-to-end processes involved with this program. The developer will help qualify pre-identified low-income customers, submit the rebate applications for SGIP, design and install the systems, and manage the dispatch of the battery storage device. Peninsula Clean Energy will begin

outreach for this program this month.

3.3 FLEXmarket

Background: In November 2021 the Board approved a program plan for the establishment of an innovative "virtual power plant" using what is known as FLEXmarket. FLEXmarket is a market-based program structure that provides incentives to program "aggregators" to implement programs for energy efficiency and load shaping. The novel elements of the structure include a "pay-for-performance" approach which only provides incentives on confirmed performance using meter data. This novel structure was innovated by MCE and is also being implemented by East Bay Community Energy and Sonoma Clean Power. In addition, the program plan was developed for submission to the CPUC to allow Peninsula Clean Energy to run the program with fully reimbursed funding through the CPUC. Peninsula Clean Energy's billing data services provider Calpine has entered into a strategic partnership with the firm Recurve to provide FLEXmarket services through a streamlined structure. Providers of energy efficiency and building electrification equipment can apply for incentives through this program. In addition, Peninsula Clean Energy is submitting its own projects to receive CPUC funds under the program.
Staff developed the commercial version of the program and launched the market in July 2023. Like the residential version, providers of commercial energy efficiency and building electrification equipment, as well as aggregators of these projects, can pursue incentives through the Commercial FLEXmarket.

Status: Approximately $3 million out of the allocated $4.6 million has been reserved. Operational refinements to the program are ongoing.

For more information, please visit https://pencleanenergy.com/flexmarket

3.4 Community Solar, DAC-GT & CSGT

Background: The Disadvantaged Communities Green Tariff program ("DAC-GT") and associated Community Solar Green Tariff ("CSGT") are community solar programs developed by the California Public Utilities Commission (CPUC) to enable DAC residents to participate in renewable energy projects, and to promote development of renewable projects in DACs. Participating customers will receive a 20% discount on their full electric bill (PG&E and Peninsula Clean Energy charges). Peninsula Clean Energy administers these programs on behalf of its customers.
Peninsula Clean Energy began enrolling DAC-GT customers in San Mateo County in January 2022 and customers in Los Banos in April 2022. Those customers are currently served by an interim resource procured from Marin Clean Energy pending Peninsula Clean Energy's procurement of a new renewable resource for the program.
Per the CPUC DAC program guidelines, Peninsula Clean Energy is authorized to procure up to 3MW of solar capacity. Until a new solar resource is procured, Peninsula Clean Energy will serve customers from MCE's interim resource. Peninsula Clean Energy executed a PPA with Marin Clean Energy for its existing Goose Lake Solar project, which meets DAC program guidelines, to provide for its DAC customers until a permanent resource is procured.

Status: The program is currently serving approximately 1,000 customers. Peninsula Clean Energy signed a PPA with Renewable America, LLC for a 3MW solar resource located in Dos Palos, CA, approximately 15 miles southeast of the City of Los Banos. In June, staff

expanded their contract with MCE's interim resource Goose Lake Solar to 3.74MWdc. This will allow more customers to subscribe to the program and receive on-bill benefits.
Staff launched a Request for Proposals for 402kW of solar as part of their Community Solar Green Tariff ("CSGT"), but was not successful in identifying a resource that would meet the needs of its program.

4. Transportation Programs

4.1 Used Electric Vehicle (EV) Rebate Program

Background: Launched in March 2019, the Used EV Rebate Program provided a used EV incentive, up to $4,000, to income-qualified residents in the service territory (those making 400% of the Federal Poverty Level or less). In October 2020, the Board approved expanding the program to offer used EV incentives to all residents in the service territory, while maintaining the increased incentives for income-qualified residents. In February 2021, Peninsula Clean Energy executed a competitively bid contract with GRID Alternatives ("GRID") to administer the expanded program. The program was reconfigured at the start of 2024 to align with the new $4,000 used EV federal Clean Vehicle Credit, allowing customers to seamlessly combine the PCE rebate and federal rebate at the point of sale, providing up to $6,000 in downpayment assistance. The PCE rebate was also limited to low and moderate income customers only at that time.

Status: 650 rebates have been provided throughout the program history, including 144 since major changes were made in January 2024. Administration is now down by PCE staff and Grid Alternatives' role is now focused on "EV Advisor" services, helping customers navigate various rebate programs they may qualify for, in addition to PCE's rebate, and providing general EV adoption guidance.

For more information, please visit https://pencleanenergy.com/usedev/

4.2 "EV Ready" Charging Design Assistance & Incentive Program

Background: In December 2018, the Board approved the EV Ready program, consisting of EV charging infrastructure incentives and technical assistance. The California Energy Commission (CEC) invested an additional $12 million in San Mateo County for EV fast charging. The program is open and available to multi-family housing, affordable housing, workplace charging, and general public-access sites, through there is a general focus on multi-family housing, which has been a historically underserved population in state EV charging programs.
PCE offers free project design assistance, facilitated through CLEAResult. There are currently early 300 active projects receiving this assistance and, on average, projects receiving assistance more than double the overall size of their EV charging projects.

Status: The program has helped the community install over 1,000 chargers (2/3 at multi-family housing) with more than 3,500 additional chargers in progress. Recent notable projects include 90 smart outlets installed at a condominium in East Palo Alto and 18 Level 1 outlets installed at a condominium in Burlingame. The EV Ready program was an award winner at the 2024 CalCCA conference and is a statewide model with installation costs well below other similar programs. Key elements of the program are being replicated by a number of other programs. PCE staff are presenting at a number of upcoming state and national events.

Staff will be implementing program changes in October 2024, including a reduction in the incentive level for Level 2 chargers from $5,500 to $4,500, made possible through a recent RFQ that received lower-cost charging options, and reducing the total amount of rebates available to workplace charging projects from $90,000 per project to $60,000 to project, to further focus funding on multi-family housing.

For more information, please visit https://pencleanenergy.com/ev-ready/

4.3 E-Bikes for Everyone Rebate Program

Background: The Board initially approved the income-qualified E-Bikes Rebate program in July 2020 and runs in annual cycles to provide rebates to residents with low to moderate incomes. The program has provided nearly 1,000 rebates since 2021. Customers can use the rebate either at qualifying bike shops for a point-of-sale discount or through RidePanda, a local provider of e-bike leases. Several additional bike shops were added in 2024, including Kevin's Bikes in Merced, a convenient option for Los Banos customers.

Status: This program opened in mid-June and recently closed to new applications. Over 150 e-bikes have already been purchased in the 2024 round. PCE partnered with local community groups in program promotion and many of these groups also assisted customers in application submission.

For more information, please visit https://www.pencleanenergy.com/ebikes

4.4 Public EV Fleet Program (GovEV)

Background: The Board approved the GovEV Fleet Program in November 2020. This program is comprised of three components to help local agencies begin their fleet electrification efforts: hands-on technical assistance, gap funding, and a vehicle to building resiliency demonstration that will assess the costs and benefits of utilizing fleet EVs as backup power resources for agencies in grid failures and other emergencies. In August 2022, the Board of Directors approved a contract with Optony to assist in the administration of this program and further approved an extension with Optony in March 2024.

Status: 11 cities have enrolled, including: Menlo Park, Burlingame, San Mateo, South San Francisco, Daly City, San Carlos, Foster City, Millbrae, Brisbane, San Bruno, and East Palo Alto are now receiving technical assistance. Menlo Park plans to install 30+ charging stations for fleet vehicles at the City Hall, Police Department, and Corporation Yard and Burlingame is moving forward with 8 chargers at their Corporation Yard.

Staff are developing guidance on resiliency options for EV fleets, to be published shortly.

For more information, please visit https://pencleanenergy.com/government-programs

4.5 EV Managed Charging Pilot

Background: Peninsula Clean Energy aims to facilitate EV charging that avoids expensive and polluting evening hours through "managed charging" systems. This work is in the second phase of a pilot. In 2020, Peninsula Clean Energy ran a proof-of-concept pilot for EV managed charging with startup FlexCharging to test timing of EV charging through vehicle-based

telematics. The pilot is in Phase 2 with a larger set of vehicles. In October of 2021, the Board approved a contract up to $220,000 with the University of California, Davis' Energy Economics Program (DEEP) to develop and advise on an incentive structure experiment that will be used to inform the Peninsula Clean Energy managed charging program design. In November, the Board approved a contract up to $220,000 with ev.energy as the platform provider for EV managed charging services.

Status: Staff have conducted an internal analysis and researchers from UC Davis will begin independent analysis shortly. The experiment showed that EV smart charging has major challenges in load shifting, including significant self-selection bias as customers who joined were already load shifting, and high ongoing platform costs. Staff are exploring other options, including proactive outreach to customers on rate optimization and cost savings through scheduled off-peak charging.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: August 13, 2024
MEETING DATE: August 22, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jeremy Waen, Senior Director of Regulatory Policy

SUBJECT: Regulatory Policy Team Quarterly Report

DISCUSSION

California Public Utilities Commission (CPUC)

Green Access Program (GAP)

On June 7, 2024, the CPUC issued Decision (D.) 24-05-065 modifying the GAP tariffs and adopting a Community Renewable Energy (CRE) Program. The Decision consolidates the Community Solar Green Tariff (CSGT) program into the Disadvantaged Communities Green Tariff (DAC-GT) program, increasing PCE's total capacity for the latter by 3.0125 megawatts (MW). A revised DAC-GT tariff, which factors in PCE's expanded program capacity, will be submitted to the Board for approval by September at the earliest.

The Decision also requires that Investor-Owned Utilities (IOU) and Community Choice Aggregators (CCA) work together to develop a new methodology for calculating the cost containment cap for the DAC-GT. PCE's Regulatory and Procurements Teams have been working with other CCAs to determine the best approach. The Joint CCAs submitted a methodology proposal to the IOUs for consideration last week.

Lastly, the Decision adopts the CRE program, which allows for co-located solar and storage. PCE has been leading the CCAs in their engagement with the CPUC and IOUs to determine the structure of the CRE program. Parties submitted Opening Comments and Reply Comments on the CRE Program in July. The key points of discussion include CCA participation and tariffs, the financial viability of the program with current funding allocations, and developer compensation and customer incentives.

Integrated Resource Planning (IRP)

On July 19, 2024, the CPUC released the Proposed Decision (PD) Determining Need for Centralized Procurement of Long-Lead-Time Resources within the IRP proceeding (R.20-05-003). Under this PD, the California Department of Water Resources (DWR) would act as a Central Procurement Entity (CPE), pursuant to AB 1373 (Garcia 2023), for long-lead-time

resources. This includes offshore wind (up to 7.5 GW), enhanced geothermal energy (up to 1 GW), 12 hour, non-lithium storage (up to 1 GW) and multi-day non-lithium storage (up to 1 GW). While the PD would establish maximum levels of centralized procurement, any actual requests for procurement will require additional review in coming years, factoring in any procurement done by Load Serving Entities (LSEs) in coming months and years for these resource types.

PCE has worked with CalCCA to advocate for a right of self-procurement, which may or may not be incorporated in this Decision or future decisions. If no mechanism for self-procurement is adopted, the distribution of benefits and costs to PCE's customers would mirror the model of Cost Allocation Mechanism (CAM) procurement, in which benefits and costs are allocated on a peak load share basis. If a self-procurement mechanism is adopted, customers of self-procuring LSEs would likely be exempt from the charges related to the DWR centralized procurement. The DWR is expected to take most of 2025 to commence operation as the CPE, so procurement requests from the CPUC for actual procurement are not anticipated before 2026. If this timing holds, the procurement request would most likely incorporate procurement or planned procurement by LSE in their 2025 IRPs.

Going forward, PCE Staff is working with CalCCA to ensure that the scope of any CPE stays within legal bounds, does not interfere with the market, and does not impinge on CCA procurement autonomy. Lastly, the CPUC has still not released its proposed framework to replace procurement orders as the mechanism for ensuring that LSEs procure resources according to state needs after 2028.

Resource Adequacy (RA)

The CPUC issued a Decision on June 26, 2024, reforming several elements of the RA program, including adopting a 17% Planning Reserve Margin (PRM) for the 2025 year and various technical improvements for qualifying for import RA and more flexible cure periods for non-compliance.

On July 19, 2024, CPUC staff released a Loss of Load Expectation (LOLE) Study as a basis for a revised PRM for 2026. The PRM is a CPUC-imposed buffer of excess capacity that LSEs are obligated to procure under the RA program. The recent study recommends an increase in the PRM from 17% to 18.5% by 2026. PCE and CalCCA staff are digging into the underlying assumptions of this study to determine if such an increase is warranted.

Transportation Electrification (TE)

PCE continues leading a group of Joint CCAs on TE matters before the CPUC with the broad strategic aims of securing funding opportunities for CCA-administered programs, establishing stronger relationships with regulators, and demonstrating the strengths of CCA TE program philosophy to enable affordable climate progress that can be replicated on a statewide scale.

On December 14, 2023, the CPUC issued a new order launching a new rulemaking focused on Transportation Electrification Policy and Infrastructure (TEPI). The Order Instituting Rulemaking (OIR) set a broad scope for the new proceeding and closed the prior TE-focused proceeding (DRIVE OIR) indicating that the TEPI would be the primary venue for TE matters going forward. The OIR envisioned that the TEPI would address matters such as timely EV charging energization; grid planning; rate affordability, equity, and behind-the-meter (BTM) infrastructure deployment; VGI support and deployment; deployment of BTM infrastructure to

support statewide goals; and ongoing TE policy development.

On April 12, 2024, President Alice Reynolds, the assigned commissioner, issued a ruling that proposed pausing a major $1B, 5-year, statewide BTM infrastructure program (BTM Program) before it was to be launched in 2025. The BTM Program was authorized by a decision adopted by the CPUC in November 2022 with 30% of funding to designated for supporting for charging at multi-unit dwellings (MUDs) and 70% designated for supporting charging for medium- and heavy-duty (MDHD) fleets. It also established the Locally-Implemented Transportation Equity (LITE) Pilot program, a limited funding opportunity for TE pilots administered by CCAs and CBOs. The Commissioner Ruling proposed the program should be paused due to concerns related to rate affordability, energization delays, and other non-ratepayer funding that may be leveraged to deploy BTM infrastructure and limit dependence on ratepayer funding. A ruling issued on June 3, 2024, by the judge assigned to the docket requested stakeholder input on whether the BTM program should be paused and, if so, how such a pause could be implemented.

The Joint CCAs held an *ex parte* with President Reynold's office before the June 3rd ruling. During that *ex parte* and in comments submitted to the record, the Joint CCAs' positions have been two-fold: (1) preserve the LITE pilot funding, and (2) if the BTM Program is paused, then CPUC should implement an interim MUD-only pilot. The Joint CCAs proposed that the interim MUD pilot should follow PCE's right-sizing philosophy to encourage low-cost L1 and L2 outlets that maximize charging access for residents while also limiting the need for service upgrades to serve the infrastructure that would contribute to existing concerns around ratepayer affordability and energization delays. Several other parties, including TURN and GRID Alternatives, filed comments in support of L1 and the Joint CCAs' proposal.

California Independent System Operator (CAISO)

The California Independent System Operator continues to implement stakeholder processes that are likely to have critical impacts on Peninsula Clean Energy's operations. Timely updates from these processes include:

1. *Interconnection:* CAISO is finishing the draft Interconnection Process Enhancements proposal and is working with CCAs to establish timelines and processes for LSEs to identify their priority projects. The proposal looks to be a significant improvement on the existing study process and should improve interconnection timelines in the medium term.

California Energy Commission

Load Management Standard (LMS)

PCE submitted its Board-approved LMS Compliance Plan to the CEC for review and approval on May 7, 2024. We anticipate formal feedback from the CEC in the coming month, which may request changes requiring review by the Board. Other than plan revisions, if any, the next deadline in the LMS Docket is October 1, 2024. PCE must submit a list of cost-effective load flexibility programs to the CEC by this date. PCE staff continues to engage externally through CalCCA and internally to determine its optimal route for compliance with this emerging requirement.

FISCAL IMPACT

None

STRATEGIC PLAN

(Public Policy Objective A, Key Tactic 1, and Key Tactic 2; Public Policy Objective C, Key Tactic 3)

California Community Power

901 H St, Ste 120 PMB 157, Sacramento, CA 95814 | cacommunitypower.org

TO: CC Power Board of Directors and Alternates **DATE:** 6/19/24
FROM: Alex Morris – General Manager
SUBJECT: **Report on CC Power Regular Board of Directors Meeting – June 18, 2024**

The CC Power Board of Directors held its June Board Meeting on June 18, 2024, via Zoom. Details on the Board packet, presentation materials, and public comment letters can be found under the Meetings tab at the CC Power website: Meetings and Agendas – ca community power

Highlights of the meeting included the following:

- **Matters subsequent to posting the Agenda.** None.
- **Public Comment.** None.
- **Consent Agenda** - The Board approved the following items:
    - Minutes of the Regular Board Meeting held on May 15, 2024.
- **Regular Agenda Items**:
    - **General Manager Report –** the Board heard updates on various work and project items, including the Build-Transfer Phase 2a project, the CADEMO offshore wind demonstration site MOU, a recap of internal and board-approved operating policies for CC Power, and information on the forthcoming Member Roles and Responsibilities Agreement, which will improve data sharing.
    - **Resolution 24-06-01 – Commending and Thanking Nick Chaset for his Service to California Community Power** – this Resolution was unanimously approved as Ava CEO, Nick Chaset, was recognized at his last CC Power Board meeting.
    - **Resolution 24-06-02 – Approval of 2024-2025 Fiscal Year Budget** – the $4.5M budget and accompanying workplan were adopted. The budget reflects ongoing work on existing projects (Build-Transfer Phase 2a, Long-Duration Storage, Firm-Clean Resources) as well as work to explore or develop potential new CC Power projects, including project such as: RA Power Pool for member RA transaction efficiencies, Master-Services Agreement based cost-savings exploration for Scheduling Coordinator services, Master-Services Agreement based cost-savings exploration for metering and billing, and to repeat information-services 'bulk-buys' as completed in 2023-2024. Based on the budget, members pay General and Administrative (G&A) fees of $118k/member, while "project" costs vary based on each member's project participation levels. Project costs, which are estimated in the

budget for planning purposes, range from $194k (RCEA) to $540k (SJCE). Actual project costs will differ based on member opt-ins and project 'go no-go' decisions expected during the fiscal year period (based on the work-plan). Invoices for G&A ($118k) will be issued. Project-based invoices will occur based on project status, account cash status based on any rollover funds from past years, etc. This budget represents growth for CC Power in line with the Board-approved Strategic Plan (2022) and was based on member-needs surveys and interviews.

- **Public Comments on Closed-Session Items:** none

- **Closed Session Items:**

    - The Board heard updates on CC Power's contracts, with specific updates and status considerations on one firm-clean resources contract and one long-duration storage contract. No Board action occurred.

PENINSULA CLEAN ENERGY

COMMONLY USED ACRONYMS AND KEY TERMS

AB xx – Assembly Bill xx
ALJ – Administrative Law Judge
AMP - Arrears Management Plans
Apple Valley Choice Energy
AQM – Air Quality Management
Ava – Formally East Bay Community Energy
BAAQMD – Bay Area Air Quality Management District
BLPTA – Buyer Liability Pass Through Agreement
CAC – Citizens Advisory Committee
CAISO – California Independent System Operator
CalCCA – California Community Choice Association
CAM – Cost Allocation Mechanism
CAP – Climate Action Plan
CAPP – California Arrearage Payment Program
CARB – California Air Resources Board, or California ARB
CARE - California Alternative Rates for Energy Program
CBA – California Balancing Authority
3CE- Central Coast Community Energy (Formerly Monterey Bay Community Power-MBCP)
CCA – Community Choice Aggregation (aka Community Choice Programs (CCP) or
CCE – Community Choice Energy (CCE)
CCCFA – California Community Choice Financing Authority
CC Power – California Community Power
CEC – California Energy Commission
Clean Energy Alliance – CCA in
CPA – Clean Power Alliance
Clean Power SF
CPP - Critical Peak Pricing
CPSF – Clean Power San Francisco
CPUC – California Public Utility Commission (Regulator for state utilities) (Also PUC)
CSD – California Department of Community Services and Development
CSGT - Community Solar Green Tariff
Customer Centricity - culture, framework and business strategy based on providing a positive customer experience and building long-term relationships
DA – Direct Access
DAC-GT - Disadvantaged Communities Green Tariff
DER – Distributed Energy Resources
Desert Community Energy
DG – Distributed Generation
DOE – Department of Energy
DR – Demand Response
DRP – Demand Response Provider
DRP/IDER – Distribution Resources Planning / Integrated Distributed Energy Resources
EBCE – East Bay Community Energy now known as Ava Community Energy
ECOplus – PCE's default electricity product, 50% renewable and 50% carbon-free (in 2021)
ECO100 – PCE's 100% renewable energy product

EDR – Economic Development Rate
EE – Energy Efficiency
EEI – Edison Electric Institute; Standard contract to procure energy & RA
EIR – Environmental Impact Report
ELCC – Effective Load Carrying Capability
EPIC – Energy for Palmdale's independent Choice
ESP – Electric Service Provider
ESS – Energy Storage Systems
ESSA – Energy Storage Services Agreement
ERRA – Energy Resource Recovery Account
EV – Electric Vehicle
EVSE – Electric Vehicle Supply Equipment (Charging Station)
FERA- Family Electric Rate Assistance Program
FERC – Federal Energy Regulatory Commission
FFS – Franchise Fee Surcharge
GHG – Greenhouse gas
GHG-Free – Greenhouse gas free
GTSR – Green Tariff Shared Renewables
GWh – Gigawatt Hours (Energy) = 1000 MWh
Heavy Duty Vehicle – large vehicles such as busses and long-haul trucks
HPWH – Heat Pump Water Heater
HP HVAC – Heat Pump Heating, Ventilation, and Air Conditioning
HR xx – House of Representatives Bill xx
IDER – Integrated Distributed Energy Resources
IGFC – Income Graduated Fixed Charge
IOU – Investor-Owned Utility (e.g. PG&E, SCE, SDG&E)
IIJA – Infrastructure Investment and Jobs Act
IRA – Inflation Reduction Act
IRP – Integrated Resource Plan
IVR – Interactive Voice Response
ITC – Investment Tax Credit (it's a solar tax credit)
JCC – Joint Cost Comparison
JPA – Joint Powers Authority
JRC – Joint Rate Comparison
JRM – Joint Rate Mailer
kW – kilowatt (Power)
kWh – Kilowatt-hour (Energy)
Lancaster Energy
Light Duty Vehicle - passenger vehicles such as cars and small pickup trucks
LDS – Long Duration Storage
LDES – Long Duration Energy Storage
LIHEAP- Low Income Home Energy Assistance Program
Load Shaping – changing when grid energy is used
LSE – Load Serving Entity
MCE – Marin Clean Energy
Methane Gas - formerly known as 'natural gas'
Microgrid – building or community energy system
Mid Duty Vehicle – vehicles such as passenger vans
MW – Megawatt (Power) = 1000 kW
MWh – Megawatt-hour (Energy) = 1000 kWh

MTR – Mid-Term Reliability
MUD – Multi-unit Dwelling
NBCs – non-bypassable charges
NBT – Net Billing Tariff
NEM – Net Energy Metering
NERC – North American Electric Reliability Corporation
NDA – Non-Disclosure Agreement
NG – Natural Gas
OBF – On-bill Financing
OBR – On-bill Repayment
OCPA – Orange County Power Authority
OES – Office of Emergency Services
OIR – Order Instituting Rulemaking
PACE – Property Assessed Clean Energy
PCC – Portfolio Content Category (aka "buckets") – categories for RPS compliance
PCC1 – Portfolio Content Category 1 REC (also called bucket 1 REC)
PCC2 – Portfolio Content Category 2 REC (also called bucket 2 REC)
PCC3 – Portfolio Content Category 3 REC (also called bucket 3 REC or unbundled REC)
PCEA – Peninsula Clean Energy Authority
PCIA – Power Charge Indifference Adjustment
PCL – Power Content Label
Pioneer Community Energy
PLA – Project Labor Agreement
POU – Publicly Owned Utility
Pomona Choice Energy
PPA – Power Purchase Agreement
PPSA – Project Participation Share Agreement (CC Power)
PRIME – Pico Rivera innovative Municipal Energy
PSPS – Public Safety Power Shutoff
PV – Photovoltaics (solar panels)
Rancho Mirage Energy Authority
RA – Resource Adequacy
RE – Renewable Energy
REC – Renewable Energy Credit/Certificate
Redwood Coast Energy Authority
RICAPS - Regionally Integrated Climate Action Planning Suite
RPS – California Renewable Portfolio Standard
S xx – US Senate Bill xx
SB xx – CA Senate Bill xx
Santa Barbara Clean Energy
SBP – Solar Billing Plan
SCP – Sonoma Clean Power
SDCP – San Diego Community Power
SJCE – San Jose Clean Energy
San Jacinto Power
SJVAPCD - San Joaquin Valley Air Pollution Control District
SMD – Share My Data, interval meter data
SQMD – Settlement Quality Meter Data
SVCE – Silicon Valley Clean Energy
TOB – Tariff on Bill

TOU Rates – Time of Use Rates
Valley Clean Energy
VGI – Vehicle-Grid Integration
V2G – Vehicle-to-Grid
VPP – Virtual Power Plant
WECC – Western Energy Coordinating Council
WREGIS – Western Renewable Energy Generation Information System
WSPP – Western Systems Power Pool; standard contract to procure energy and RA
WWGPI - West-Wide Governance Pathways Initiative