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, April 28, 2022
6:30 p.m.

Zoom Link: https://pencleanenergy.zoom.us/j/82688645399
Meeting ID: 826-8864-5399 **Passcode:** 2075 **Phone:** +1(346)248-7799

NOTE: Please see attached document for additional detailed teleconference instructions.

In accordance with AB 361, the Board will adopt findings that meeting in person would present imminent risks to the health or safety of attendees of in-person meetings. Consistent with those findings, this Board Meeting will be held remotely. PCEA shall make every effort to ensure that its video conferenced meetings are accessible to people with disabilities as required by Governor Newsom's March 17, 2020 Executive Order N-29-20. Individuals who need 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 materials should contact Nelly Wogberg, Board Clerk, at least 2 working days before the meeting at nwogberg@peninsulacleanenergy.com. Notification in advance of the meeting will enable PCEA to make best efforts to reasonably accommodate accessibility to this meeting and the materials related to it.

*If you wish to speak to the Board of Directors, please use the "Raise Your Hand" function in the Zoom platform or press *6 if you phoned into the meeting. If you have anything that you wish to be distributed to the Board of Directors and included in the official record, please send to nwogberg@peninsulacleanenergy.com.*

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT
This item is reserved for persons wishing to address the Committee 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 Board are customarily limited to two minutes per speaker. The Board Chair may increase or decrease the time allotted to each speaker.

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. Adopt Findings Pursuant to AB 361 to Continue Fully Teleconferenced Committee Meetings Due to Health Risks Posed by In-Person Meetings

2. Approval of the Minutes for the March 24, 2022 Board of Directors Meeting

3. Approval of an Amendment to the Agreement With Darren Goode to Provide Professional Services Through May 31, 2023, Increasing the Amount by $112,000 for a Total Not-to-Exceed Amount of $442,000

4. Authorize Chief Executive Officer to Execute Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Central Coast Community Energy to support procurement efforts and regulatory compliance.

5. Authorize Chief Executive Officer to Execute an Addendum to the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy (SJCE), The East Bay Community Energy Authority (EBCE), and Central Coast Community Energy (CCCE) for Resource Adequacy Services with The Energy Authority, Inc.

6. Authorize Chief Executive Officer to Execute a Consulting Agreement for Resource Adequacy Services with The Energy Authority, Inc., for a term of June 17, 2022 to June 16, 2025, and in an Amount Not-to-Exceed $650,000

7. Approval of Renewal of Insurance Package Coverage for the Period From May 1, 2022 Through April 30, 2023 at an Annual Cost Not-to-Exceed $180,184

REGULAR AGENDA

8. Chair Report (Discussion)

9. CEO Report (Discussion)

10. Citizens Advisory Committee Report (Discussion)

11. Update on Customer Arrearage Programs - CAPP and AMP (Discussion)

12. Update on Los Banos Enrollment (Discussion)

13. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

14. Update on Marketing, Outreach Activities, and Account Services

15. Q1 Media Relations Report

16. Update on Regulatory Policy Activities

17. Update on Legislative Activities

18. Update on Community Energy Programs

19. Update on Energy Supply Procurement

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

21. Industry Acronyms and Terms

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's 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

A. **Videoconference with Computer Audio – see Option 1 below**
B. **Videoconference with Phone Call Audio– see Option 2 below**
C. **Calling in via Telephone/Landline – see Option 3 below**

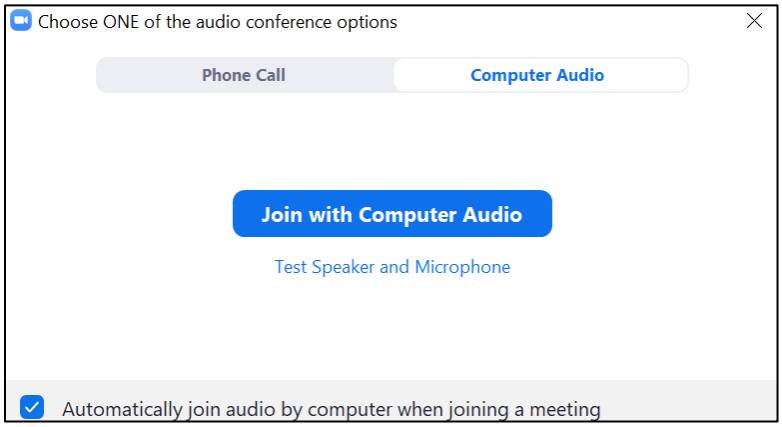
Videoconference Options:

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:

1. From your computer, click on the following link that is also included in the Meeting Calendar Invitation: https://pencleanenergy.zoom.us/j/82688645399
2. The Zoom application will open on its own or you will be instructed to open Zoom.
3. 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.



4. Click the blue, "Join with Computer Audio" button.
5. 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:

1. From your computer, click on the following link that is also included in the Meeting Calendar Invitation: https://pencleanenergy.zoom.us/j/82688645399
2. The Zoom Application will open on its own or you will be instructed to Open Zoom.

3. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audioconference options. Click on the Phone Call option at the top of the pop-up screen.
4. Please dial +1(346)248-7799
5. You will be instructed to enter the meeting ID: **826-8864-5399 followed by #**
6. 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
7. After a few seconds, your phone audio should be connected to the Zoom application on your computer
8. 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:

1. Dial +1(346)248-7799
2. You will be instructed to enter the meeting ID: **826-8864-5399 followed by #**
3. 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
4. You will be instructed to enter the meeting passcode **2075 followed by #**

PENINSULA CLEAN ENERGY

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 19, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer, Peninsula Clean Energy Authority

SUBJECT: Resolution to Make Findings Allowing Continued Remote Meetings Under Brown Act

RECOMMENDATION:
Adopt a resolution finding that, as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, meeting in person would present imminent risks to the health or safety of attendees.

BACKGROUND:
On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021 for public agencies to transition back to public meetings held in full compliance with the Brown Act. The original Executive Order provided that all provisions of the Brown Act that required the physical presence of members or other personnel as a condition of participation or as a quorum for a public meeting were waived for public health reasons. If these waivers fully sunset on October 1, 2021, legislative bodies subject to the Brown Act would have to contend with a sudden return to full compliance with in-person meeting requirements as they existed prior to March 2020, including the requirement for full physical public access to all teleconference locations from which Board members were participating.

On September 16, 2021, the Governor signed AB 361, a bill that formalizes and modifies the teleconference procedures implemented by California public agencies in response to the Governor's Executive Orders addressing Brown Act compliance during shelter-in-place periods. AB 361 allows a local agency to continue to use teleconferencing under the same basic rules as provided in the Executive Orders when certain circumstances occur or when certain findings have been made and adopted by the local agency. On January 5, 2022, Governor Newsom extended the sunset provision of AB361 and Government Code Section 11133(g) from January 31, 2022 to April 1, 2022 due to the surge in Omicron variant related COVID-19 cases and hospitalizations.

AB 361 requires that, if the state of emergency remains active for more than thirty (30) days, the agency must make findings by majority vote to continue using the bill's exemption to the Brown Act teleconferencing rules. The findings are to the effect that the need for teleconferencing persists due to the nature of the ongoing public health emergency and the social distancing recommendations of local public health officials. **Effectively, this means that agencies, including PCEA, must agendize a Brown Act meeting and make findings regarding the circumstances of the emergency on a thirty (30) day basis. If at least thirty (30) days have transpired since its last meeting, the Boards must vote whether to continue to rely upon the law's provision for teleconference procedures in lieu of in-person meetings.**

AB 361 allows for meetings to be conducted virtually *as long as* there is a gubernatorially-proclaimed public emergency in combination with (1) local health official recommendations for social distancing or (2) adopted findings that meeting in person would present risks to health. AB 361 will now sunset on January 1, 2024.

On September 25, 2021, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361. Out of an abundance of caution given AB 361's narrative that describes each legislative body's responsibility to reauthorize remote meetings, staff and counsel brings this memo and corresponding resolution to the attention of the Board of Directors.

On October 28, 2021, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361.

On November 18, 2021 the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361.

On December 16, 2021 the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361.

On January 27, 2022 the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361.

On February 24, 2022 the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361.

On March 24, 2022 the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361.

DISCUSSION:

Because of continuing concerns regarding COVID-19 transmission, especially when individuals are grouped together in close quarters, it is recommended that the Peninsula Clean Energy Board of Directors avail itself of the provisions of AB 361 allowing continuation of online meetings by adopting findings to the effect that conducting in-person meetings would present risk to the health and safety of attendees. A resolution to

that effect and directing staff to agendize the renewal of such findings in the event that thirty (30) days has passed since the Board's last meeting, is attached hereto.

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO,

STATE OF CALIFORNIA

* * * * * *

RESOLUTION FINDING THAT, AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY DECLARED BY GOVERNOR NEWSOM, MEETING IN PERSON FOR MEETINGS OF THE PENINSULA CLEAN ENERGY BOARD OF DIRECTORS WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that the "reopening" of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder, and as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), provided certain requirements were met and followed; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act provided the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and,

WHEREAS, on January 5, 2022, Governor Newsom extended the sunset provision of AB361 and Government Code Section 11133(g) to January 1, 2024 due to surges and instability in COVID-19 cases; and,

WHEREAS, California Department of Public Health ("CDPH") and the federal Centers for Disease Control and Prevention ("CDC") caution that COVID-19 continues to be highly transmissible and that even fully vaccinated individuals can spread the virus to others; and,

WHEREAS, the Board has an important governmental interest in protecting the health, safety and welfare of those who participate in its meetings;

WHEREAS, on September 25, 2021, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361. Out of an abundance of caution given AB 361's narrative that describes each legislative body's responsibility to reauthorize remote meetings, staff and counsel bring this resolution to the attention of the Board of Directors, and;

WHEREAS, on October 28, 2021, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361, and;

WHEREAS, on November 18, 2021, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361, and;

WHEREAS, on December 16, 2021, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361, and;

WHEREAS, on January 27, 2022, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361, and;

WHEREAS, on February 24, 2022, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361, and;

WHEREAS, on March 24, 2022, the Peninsula Clean Energy Board of Directors approved a thirty (30) day extension of remote meetings in accordance with AB 361, and;

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Board deems it necessary to find that meeting in person would present imminent risks to the health or safety of

attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

1. The recitals set forth above are true and correct.
2. The Board finds that meeting in person would present imminent risks to the health or safety of attendees.
3. Staff is directed to return no later than thirty (30) days, or, alternatively, at the next scheduled meeting of the Board, after the adoption of this resolution with an item for the Board to consider making the findings required by AB 361 in order to continue meeting under its provisions.
4. Staff is directed to take such other necessary or appropriate actions to implement the intent and purposes of this resolution.

* * * * * *

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

Thursday, March 24, 2022
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 6:32 p.m. in virtual teleconference.

ROLL CALL

Participating Remotely:

Dave Pine, San Mateo County
Rick DeGolia, Atherton, *Chair*
Julia Mates, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Vice Chair*
Roderick Daus-Magbual, Daly City
Carlos Romero, East Palo Alto
Patrick Sullivan, Foster City
Harvey Rarback, Half Moon Bay
Laurence May, Hillsborough
Tom Faria, Los Banos
Betsy Nash, Menlo Park
Tygarjas Bigstyck, Pacifica
Jeff Aalfs, Portola Valley
Giselle Hale, Redwood City
Marty Medina, San Bruno
John Dugan, San Carlos
Rick Bonilla, San Mateo
Jennifer Wall, Woodside

Pradeep Gupta, Director Emeritus
John Keener, Director Emeritus

Absent:

Warren Slocum, San Mateo County
Raquel Gonzalez, Colma
Anders Fung, Millbrae
James Coleman, South San Francisco

A quorum was established.

PUBLIC COMMENT

Ryan Pickering
Jeremy Sarnecky
Brendan Pitman

SWEARING IN OF NEW BOARD MEMBERS
Jennifer Stalzer, Deputy County Counsel, presided over the official swearing in of new Board Alternate Patrick Sullivan from the city of Foster City.

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS

Coleen Mackin offered two comments on Agenda Item Number 3, "Approval of a Contract with Aiqueous for Ongoing PowerPath Licensing and Support…": that biannual meetings on data security practices and policies take place and to ensure efforts are made to protect customer's personal data. Rafael Reyes, Director of Energy Programs, explained that meetings regularly occur with the consulting firm and that they have secured some of the highest industry standard certifications in data security.

MOTION: Director Bonilla moved, seconded by Director Hale to set the Agenda, and approve Agenda Item Numbers 1-4.

1. Adopt Finding Pursuant to AB 361 to Continue Fully Teleconferenced Committee Meetings Due to Health Risks Posed by In-Person Meetings

2. Approval of the Minutes for the February 24, 2022 Board of Directors Meeting

3. Approval of a Contract with Aiqueous for Ongoing PowerPath Licensing and Support for a Total Not to Exceed Amount of $450,000 From June 2022 Through December 2024

4. Approval of an Amendment to the Existing Retention Agreement With the Law Firm of Braun Blaising Smith Wynne, P.C. in an Amount not to Exceed $150,000 for a Total Not to Exceed Amount of $450,000

MOTION PASSED: 19-0 (Absent: San Mateo County, Colma, Millbrae, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine	X			
San Mateo County	Director Slocum				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 Sullivan	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director May	X			
Los Banos	Director Faria	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Hale	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Bonilla	X			
South San Francisco	Director Coleman				X
Woodside	Director Wall	X			
	Totals	19			4

REGULAR AGENDA

5. Chair Report

None

6. CEO Report

Jan Pepper, CEO, gave a report covering hiring updates for the COO and CFO positions, updates on Meet & Greets with California Public Utilities Commissioners and California Energy Commissioners, and a quick recap of Peninsula Clean Energy's first all-staff in-person meeting since March 2020.

7. Citizens Advisory Committee Report

Cheryl Schaff, Citizens Advisory Committee (CAC) Vice Chair, gave an update on the CAC 2022 work plan which will be presented to the board in May 2022, timing on new members joining the CAC in June 2022, and information on the CAC member survey results.

8. Appointments to the Executive Committee and Audit & Finance Committee (Action)

Chair DeGolia recapped recruitments efforts for the Executive Committee and Audit & Finance Committee and proposed reappointing the current members of the Executive Committee and Audit & Finance Committee.

Jan Pepper, CEO, noted that Carole Groom is no longer on the Peninsula Clean Energy Board of Directors.

MOTION: Director Bonilla moved, seconded by Director Faria to reappoint the current members of the Executive Committee and to reappoint the current members of the Audit & Finance Committee, without the inclusion of Carole Groom who is no longer on the Peninsula Clean Energy Board of Directors.

MOTION PASSED: 19-0 (Absent: San Mateo County, Colma, Millbrae, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine	X			
San Mateo County	Director Slocum				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 Sullivan	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director May	X			
Los Banos	Director Faria	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Hale	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Bonilla	X			
South San Francisco	Director Coleman				X
Woodside	Director Wall	X			
	Totals	19			4

9. Approve Resolution Delegating Authority to Chief Executive Officer to Execute Power Purchase and Sale Agreement for Renewable Supply with Second Imperial Geothermal Company, and any Necessary Ancillary Documents with a Power Delivery Term of 15 Years Starting at the Commercial Operation Date on or about January 1, 2023, in an Amount Not to Exceed $275 Million (Action)

Siobhan Doherty, Director of Power Resources, gave a presentation on a Power Purchase Agreement (PPA) with Second Imperial Geothermal Company including background information on

the Mid-Term Reliability Decision and the bid process, contract structures, labor and environmental review, and the generation profile.

Director Emeritus Gupta shared the importance of this project for the following reasons: first that this project is binary geothermal and produces no emissions, and second the 95% capacity factor, and third that this project is in line with Peninsula Clean Energy's 24/7 100% renewable energy goal.

MOTION: Director Sullivan moved, seconded by Director Colson to Approve Resolution Delegating Authority to Chief Executive Officer to Execute Power Purchase Agreement for Renewable Supply Second Imperial Geothermal Company, and any necessary ancillary documents with a Power Delivery Term of 15 years starting at the Commercial Operation Date on or about January 1, 2023, in an amount not to exceed $275 million.

MOTION PASSED: 19-0 (Absent: San Mateo County, Colma, Millbrae, Portola Valley, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine	X			
San Mateo County	Director Slocum				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 Sullivan	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director May	X			
Los Banos	Director Faria	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs				x
Redwood City	Director Hale	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Bonilla	X			
South San Francisco	Director Coleman				X
Woodside	Director Wall	X			
	Totals	18			4

10. Approval of Local Government Solar and Storage Program Including $600,000 for Technical Assistance and up to $8 Million In Capital for System Installations to be Repaid Over 20 Years (Action)

Rafael Reyes, Director of Energy Programs, gave a presentation on the Local Government Solar and Storage Program including a program overview, precedents, the general deal structure, a review of completed work, projected savings, and the financial structure.

Director Aalfs explained that he had connection issues during the vote for Agenda Item 9 and would have voted yes. Director Aalfs asked if the installations for this project would be micro-grids or be eligible for micro-grids. Rafael explained that many of these sites are equipped with diesel generators which are currently economically favorable to batteries, but that Peninsula Clean Energy's approach will be to secure pricing and then work with the cities to make that determination. Director Aalfs asked if it would be possible to bring this program to Portola Valley. Rafael explained that it would be preferred to hold off until the next round to add sites.

Director Romero asked for clarification on the financial contributions and ownership between Peninsula Clean Energy and the participating jurisdictions as well as clarification on tax credits. Rafael explained the question of ownership through a Power Purchase Agreement (PPA) would fall to Peninsula Clean Energy initially and that the participating jurisdictions would purchase the power from those installations which is a standard practice to enable the securing of tax credits.

Director Romero asked about the stability of the market. Rafael explained that the solar industry is a mature market and that the process by which these tax credits are secured is also a mature market since the majority of solar installations are handled this way. Jan Pepper, CEO, explained that Peninsula Clean Energy is still in discussions with potential partners and have not yet discussed tax credits. Jan suggested that the Audit and Finance Committee could review this structure.

Director Medina expressed interest in bringing this program to San Bruno and his support of this program.

Public Comment: Diane Bailey, Jeremy

MOTION: Director Mates moved, seconded by Director Medina to Approve the Local Government Solar and Storage Program.

MOTION PASSED: 17-0 (Absent: San Mateo County, Atherton, Colma, Millbrae, South San Francisco, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Pine	X			
San Mateo County	Director Slocum				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 Sullivan	X			
Half Moon Bay	Director Rarback	X			
Hillsborough	Director May	X			
Los Banos	Director Faria	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Bigstyck	X			
Portola Valley	Director Aalfs	X			
Redwood City	Director Hale	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Bonilla	X			
South San Francisco	Director Coleman				X
Woodside	Director Wall				X
	Totals	17			6

11. Update on Results of the 2021 RFO for Renewable Energy + Storage (Discussion)

Mehdi Shahriari, Senior Renewable Energy Analyst, gave a presentation with an update on Results of the 2021 Request for Offers (RFO) for Renewable Energy + Storage including a summary, the project type summary, the project's capacity, and the Power Purchase Agreement (PPA) prices.

Director Aalfs asked if developers are considering that proposals from intermittent renewables reflect the possibility of curtailment and overbuilding of resources for reliability purposes. Mehdi explained that Peninsula Clean Energy is looking at this in our own analysis of generation in terms of the impact of possible grid congestion.

Director Sullivan asked for clarification on the average prices of wind energy remaining consistent compared to the 2020 RFO. Mehdi explained that many of these projects are existing projects, so they are not facing supply chain issues and the increasing costs. Director Sullivan asked whethjer the 20% increase in the PPA price for geothermal projects is due to inflation. Mehdi explained that while inflation is a factor the increase in price is also influenced by demand driven from the Mid-Term Reliability requirement.

Director Rarback asked for clarification on why storage prices have increased when the technology is becoming cheaper. Mehdi explained that inflation and supply chain issues have caused recent increases and this price increase may be temporary depending on the market.

Director Emeritus Keener asked for clarification on non-lithium ion storage offers. Mehdi explained that compressed air, flow batteries, and thermal storage were some technologies offered, with the longest duration being eight hours.

Public Comment: Jeremy

12. Board Members' Reports

Director Aalfs reported on the Power Conference in Berkely, CA.

Director Rarback asked if Peninsula Clean Energy would have any presence at the California Public Utilities Commission (CPUC) meeting on April 7, 2022 to oppose NEM 3. Jan Pepper, CEO, explained that she believed the CPUC would be returning with a revised proposed decision and that a vote wouldn't be taken on April 7th.

ADJOURNMENT

Meeting was adjourned at 8:14 p.m.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 15, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: KJ Janowski, Director of Marketing and Community Relations

SUBJECT: Authorize an Amendment to the Agreement with Darren Goode to provide professional services through May 31, 2023, increasing the amount by $112,000 for a total not to exceed amount of $442,000.

RECOMMENDATION:
Authorize an Amendment to the Agreement with Darren Goode to provide professional services through May 31, 2023 and to increase the contract amount by $112,000 for a total not to exceed amount of $442,000.

BACKGROUND:
Peninsula Clean Energy has ongoing needs for media relations strategy and execution to support one of the Marketing and Customer Care objectives in the board-approved Strategic Plan 2020-2025 which states: "Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry." Media relations work, in general, aims to ensure that Peninsula Clean Energy is known and trusted and that Peninsula Clean Energy communicates with, engages and persuades stakeholders to take action on individual decisions and policy stances.

DISCUSSION:
In December 2019 Peninsula Clean Energy and Darren Goode executed an agreement for media relations strategy and execution. The initial services agreement was for $90,000 for a term of 6 months from December 4, 2019 through June 3, 2020.

In April 2020, Peninsula Clean Energy and Mr. Goode executed an amendment to the agreement to extend the term to May 31, 2021 and in an amount not to exceed $245,000.

In May 2021, Peninsula Clean Energy and Mr. Goode executed an amendment to the agreement to extend the term to May 31, 2022 and in an amount not to exceed $330,000. That amendment changed the billing terms to an hourly rate of $200/hour on the assumption that the utilization of Mr. Goode's services would average out to about $7500/month. However, Peninsula Clean Energy has required his services for more

hours than estimated and utilization has resulted in average monthly billings of about $8,000 during the first 10 months of the term of the current contract extension. Now that Peninsula Clean Energy has greater insight into actual utilization, we and Mr. Goode would like to revert to a billing method of a monthly retainer amount equivalent to the actual monthly average billings ($8,000) during the most recent contract term.

The current term of the agreement will end on May 31, 2022, but it is the desire of the parties to continue receiving/providing those professional services. Therefore, it is requested that an additional $112,000 be added to the agreement with a retroactive effective date of April 1, 2022 and for the agreement term to be extended to May 31, 2023.

PCEA desires to extend the agreement with Mr. Goode based on the value of his unique media relations support. He has provided such support since December 2019. He has a valuable skill set and direct experience in public relations and reporting in the fields of energy and the environment.

STRATEGIC PLAN:

Objective A of the Marketing, Community Outreach & Customer Care section of the Strategic Plan 2020-2025 reads “Brand Reputation: Elevate Peninsula Clean Energy’s brand reputation as a trusted leader in the community and the industry.” Key tactics to support this objective include:

1. Position leadership as experts on CCAs and the industry
2. Cultivate relationships with industry media and influencers
3. Tell the story of Peninsula Clean Energy through diverse channels

The scope of work for this contract addresses all three of these tactics in support of Objective A.

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO,

STATE OF CALIFORNIA

* * * * * *

RESOLUTION APPROVING EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH DARREN GOODE FOR MEDIA RELATIONS STRATEGY IN AN AMOUNT NOT TO EXCEED $442,000 AND EXTENDING THE TERM THROUGH MAY 31, 2023

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, in December 2019, PCE and Darren Goode ("Contractor") executed an agreement for media relations strategy and execution in an initial amount of $90,000; and

WHEREAS, in April 2020, PCE and Contractor executed an amendment to that agreement which extended the term to May 31, 2021; and

WHEREAS, in May 2021, PCE and Contractor executed an amendment to that agreement which extended the term to May 31, 2022; and

WHEREAS, Contractor has been providing media relations services to PCE since December 2019; and

WHEREAS, Contractor has unique capabilities to provide media relations support to PCE;

WHEREAS, staff is presenting to the Board for its review an amendment to the agreement with Contractor to increase the amount by $112,000 for a total not to exceed amount of $442,000 and to extend the term through May 31, 2023; and

WHEREAS, reference should be made to the amendment to the agreement accompanying this resolution for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned amendment to the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves execution of an amendment to the agreement with Darren Goode for Media Relations Strategy and in an amount not to exceed $442,000 and extending the term through May 31, 2023.

* * * * * *

AMENDMENT TO AGREEMENT
BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND
DARREN GOODE

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of April 2022, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Darren Goode, hereinafter called "Contractor";

W I T N E S S E T H:

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;

WHEREAS, the parties entered into an Agreement for media relations strategy and execution services on December 4, 2019; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement and the maximum fiscal obligation by $112,000 through May 31, 2023; and

WHEREAS, the parties wish to replace Exhibit A "Services" and Exhibit B "Rates and Billing"

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 of the Agreement is amended to read as follows:

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 amendment exceed $442,000. In the event that PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by PCEA at the time of contract termination or expiration.

2. Section 3 of the Agreement is replaced as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be from December 4, 2019 through May 31, 2023.

3. Original Exhibit A is replaced with attached Revised Exhibit A (rev. 4/15/22).

4. Original Exhibit B is replaced with attached Revised Exhibit B (rev. 4/15/22).

All other terms and conditions of the agreement dated December 4, 2019 between PCEA and Contractor shall remain in full force and effect.

For Contractor: DARREN GOODE

_____	_____	_____
Contractor Signature	Date	Contractor Name (please print)

PENINSULA CLEAN ENERGY AUTHORITY

By:

Chief Executive Officer, Peninsula Clean Energy Authority

Date:

Exhibit A (revised 4/15/22)

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

1. **Provide ongoing media relations strategy and execution, guidance and counsel to Peninsula Clean Energy officials, including:**
    - Serving as Peninsula Clean Energy's spokesperson and media contact
    - Responding to media inquiries and advising Peninsula Clean Energy staff and board members on responses (including talking points and other training as needed) and further engagement
    - Providing advice and communications strategy for crisis communication
    - Preparing, overseeing and executing media announcements
    - Assisting in special communications projects, on an as-needed basis, such as formulating messaging for materials used by Peninsula Clean Energy regulatory/legislative team and Peninsula Clean Energy lobbyist
    - Providing input on media coverage for the weekly board newsletter and for the Peninsula Clean Energy website
    - Tracking performance vs. Key Performance Indicators agreed-upon with Director of Marketing and reporting monthly on activities, accomplishments and opportunities and draft a quarterly media relations summary for PCEA Board of Directors
2. **Conduct media outreach, including:**
    - Building Peninsula Clean Energy's visibility in the media so that the views of the agency's leaders can be influential in the industry and among policy makers in the State of California
    - Supporting Peninsula Clean Energy's efforts to influence state and local policy through direct media outreach, earned and owned content and other collaboration with communications staff representing elected officials and other policymakers
    - Building thought leadership profile of CEO and other relevant Peninsula Clean Energy officials and board members by showcasing them in press releases and other media outreach opportunities, op-eds, blogs and other content
    - Maintaining and updating media and influencer lists
    - Monitoring relevant media coverage of Peninsula Clean Energy and other relevant industry topics
    - Monitoring opportunities for third-party cross-promotional and collaboration opportunities including coordinating with other CCAs and other third-party collaborators, including potentially coordinating with PR professionals who may be engaged by a coalition of local CCAs
3. **Produce and oversee production of content, specifically:**
    - Writing press releases and associated social media content
    - Original, ghostwritten Peninsula Clean Energy blogs or affiliated op-eds of an approximate range of 300-1,000 words each as needed

- Other potential content that also centers on the key messages of Peninsula Clean Energy providing cleaner, cheaper power than PG&E, while reinvesting heavily in our communities

4. **Leverage event opportunities, including:**
    - Identifying speaking opportunities; assisting in developing and submitting speaking proposals
    - Publicizing major events organized by Peninsula Clean Energy

Exhibit B – Rates and Billing

Fixed monthly billing for provision of services described in Exhibit A, at a retainer of $8,000, billed in arrears.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 15, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer

SUBJECT: Authorize Chief Executive Officer to Execute Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Central Coast Community Energy to support procurement efforts and regulatory compliance.

RECOMMENDATION:

Authorize Chief Executive Officer to Execute Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy (SJCE), The East Bay Community Energy Authority (EBCE), and Central Coast Community Energy (CCCE) to support procurement efforts and regulatory compliance.

BACKGROUND:

Peninsula Clean Energy, SJCE, CCCE, and EBCE are all community choice aggregators ("Joint CCAs") in California. All four CCAs serve customers in Pacific Gas and Electric's service territory. Each CCA is governed by a board or city council of elected officials and has staff dedicated to meeting the objectives of their respective organization. As load serving entities, each CCA is required to comply with state legislative and regulatory requirements, including but not limited to resource adequacy, renewable portfolio standards, integrated resource plans, and data management of customer usage and billing information. Meeting these requirements is time-consuming, expensive, and in some cases requires technical skills beyond some CCAs' current bandwidth. As such, some of these services are outsourced to third-party providers to ensure compliance and allow staff to focus their efforts on meeting broader community objectives.

Under this Agenda Item 4, Peninsula Clean Energy staff is seeking approval to enter a Cost-Sharing and Reimbursement Agreement ("Cost-Sharing Agreement") with the Joint CCAs that will serve as a master agreement for the Joint CCAs to procure services to support procurement efforts and regulatory services that may be mutually beneficial and

provide cost savings. Under Agenda Item 5, staff is seeking approval of an Addendum to the Cost-Sharing Agreement to have Peninsula Clean Energy become the Responsible Party to engage in a consulting agreement with The Energy Authority, Inc. ("TEA"), and pass-through costs to the Joint CCAs under the Cost-Sharing Agreement. Under Agenda Item 6, staff is seeking approval of the consulting agreement with TEA for services to support Resource Adequacy

The first Joint CCA Cost-Sharing and Reimbursement Agreement and paired Addendum were approved by the Peninsula Clean Energy Board on May 23, 2019 and are due to expire on December 31, 2022. The Joint CCAs have decided to execute a new Cost-Sharing and Reimbursement Agreement which shall continue for a period of five years, until June 30, 2027, and broadens the scope of professional services that may be obtained under the Agreement to support a wide array of procurement efforts and regulatory compliance in the future.

Similar to the Cost-Sharing Agreement executed in 2019, the Cost-Sharing Agreement (Attachment 1) was developed to enable the Joint CCAs to efficiently and cost-effectively procure resources and services to meet organizational objectives and/or regulatory requirements. Process-wise, a host CCA, which will be designated as the "Responsible Party," will enter into and administer a consulting services agreement with a vendor and, through the Cost-Sharing Agreement, allocate costs to the other Joint CCAs based on participation rates or agreed-to terms. The vendor scope of work and reimbursement per CCA will be memorialized in an Addendum attached to the Cost-Sharing Agreement, which requires approval from and execution by each participating CCA.

The existing Cost-Sharing Agreement, due to expire at the end of the year, has under it a Consulting Agreement with the Alliance for Cooperative Energy Services Power Marketing, LLC, which is due to expire in mid-June. Whereas the new Cost-Sharing Agreement will remain in full force and effect for a period of five years, until June 30, 2027. This new Cost-Sharing Agreement will host its first consulting agreement with The Energy Authority, Inc. (under Agenda Item 6), for services to support procurement and compliance of Resource Adequacy, which will begin on June 17, 2022. The Joint CCAs will in the future use the Cost-Sharing Agreement to execute additional procurement and compliance services that the CCAs find mutually beneficial and shared service typically provides cost savings to each CCA.

DISCUSSION:

The Cost-Sharing Agreement was structured to accommodate the procurement of multiple joint-service solutions and includes a set of general contract terms and conditions related to participation, payment, notifications, termination and indemnification. The Cost-Sharing Agreement was jointly negotiated by all four Joint CCAs and has been reviewed by the staff of each CCA and approved as to form by their respective legal counsels.

Any CCA may terminate the Cost-Sharing Agreement upon thirty (30) days' advance written notice, with or without cause, by mutual consent of at least a majority of parties. In the event a CCA gives notice of termination, the remaining CCAs will collectively decide whether they will (1) terminate the Cost-Sharing Agreement and Addendum; (2)

amend the Cost-Sharing Agreement and Addendum to reduce the scope of work and the cost; or (3) continue with the Cost-Sharing Agreement and Addendum as originally drafted and scoped but reallocate the terminating CCA's cost responsibility among the remaining CCAs. The remaining Participating Parties will make reasonable efforts to terminate or amend the Addendum and corresponding Contract to reduce the scope of work and/or cost; provided, however, that if they are unable to do so, the terminating Party will remain obligated to pay its shared cost obligation pursuant to the original Addendum. If a CCA does not reimburse the Responsible Party for their share of the contract cost within 30 days of receiving each invoice, the CCA will be in default.

Approval of the attached resolution will delegate the authority to the CEO to execute the Cost-Sharing Agreement, with non-substantive changes.

Future procurement of joint services, depending on the CEO's existing procurement authority, would come back to the Board for approval.

FISCAL IMPACT:
None

STRATEGIC PLAN:
Objective B: Procurement – Procure power resources to meet regulatory mandates and internal priorities at affordable cost
Objective C: Operations – Manage power portfolio to ensure performance consistent with contractual requirements, regulatory compliance and internal strategies

Attachment:
Cost Sharing and Reimbursement Agreement between Peninsula Clean Energy, SJCE, EBCE and CCCE for Professional Consultant Services

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE (A) COST-SHARING AND REIMBURSEMENT AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY, CITY OF SAN JOSE, ADMINISTRATOR OF SAN JOSE CLEAN ENERGY, THE EAST BAY COMMUNITY ENERGY AUTHORITY, AND CENTRAL COAST COMMUNITY ENERGY ("JOINT CCAS") WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE GENERAL COUNSEL;

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 "PCE") was formed on February 29, 2016; and

WHEREAS, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

WHEREAS, PCE and the Joint CCAs have determined that there can be mutual efficiencies and cost savings from jointly procuring consulting services; and

WHEREAS, on May 23, 2019, PCE Board approved an agreement between PCE and multiple CCAs to share costs related to joint procurement of consulting services, which is due to expire at the end of this year; and

WHEREAS, staff is presenting to the Board for its review a new Agreement, that shall continue in full force and effect until terminated, and shall serve as a master agreement for the Joint CCAs to procure and share an array of professional services to support procurement efforts and regulatory compliance in the future, reference to which should be made for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

Execute (A) the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Central Coast Community Energy in a form approved by the General Counsel.

* * * * * *

[CCO-113499

COST-SHARING AND REIMBURSEMENT AGREEMENT BETWEEN

THE PENINSULA CLEAN ENERGY AUTHORITY,
CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY,
THE EAST BAY COMMUNITY ENERGY AUTHORITY,
AND CENTRAL COAST COMMUNITY ENERGY

FOR PROFESSIONAL CONSULANT SERVICES

This COST-SHARING AND REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into on _____, 2022, by and between the Peninsula Clean Energy Authority ("PCE"), City of San José, Administrator of San José Clean Energy ("SJCE"), the East Bay Community Energy Authority ("EBCE"), and the Central Coast Community Energy ("CCCE"), for the cost-sharing and reimbursement of costs in connection with the performance of certain mutually beneficial professional services to support procurement efforts and regulatory compliance. In this Agreement, PCE, SJCE, EBCE, and CCCE are referred to individually as "Party" and collectively as "the Parties."

RECITALS

A. PCE, EBCE, and CCCE are joint powers authorities, and SJCE is a department of the City of San José, organized for the purpose of conducting community choice aggregation programs and other energy-related climate change programs.

B. Staff at PCE, SJCE, EBCE, and CCCE have worked and will work together to develop scopes of work for consultant services to be obtained from Request for Proposal ("RFP") processes and pursuant to written professional services contracts ("Contract" or "Contracts"). The initial scopes of work will require the selected consultants to: (1) conduct due diligence prior to the RFP process(es); (2) jointly review options to purchase electric capacity for Resource Adequacy purposes; (3) provide regulatory compliance-related services for Resource Adequacy; and/or (4) develop specifications for joint data-management services (together, "Services").

C. Staff at PCE, SJCE, EBCE, and CCCE may work together to develop scopes of work for additional consultant services ("Additional Services") and desire to establish a master agreement for this purpose.

D. PCE, SJCE, EBCE, and CCCE have agreed to share the costs of the consultants who are selected and whose Services/Additional Services will benefit the Parties as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, PCE, SJCE, EBCE, and CCCE mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Agreement.

2. Addenda and Contracts. Each set of Services and Additional Services secured pursuant to this Agreement shall be described in a scope of work set forth in an addendum to this Agreement ("Addendum" or, pluralized, "Addenda"). Each Addendum must identify, and be signed by, each of the Parties that will be participating in the cost-sharing arrangement for that scope of work ("Participating Parties"), as well as identify the Responsible Party (defined below) and describe the cost-sharing arrangement among the Participating Parties. The Services or Additional Services called for in an Addendum shall be obtained pursuant to a written professional services contract ("Contract") between the Responsible Party and the selected consultant. Each Contract must include the relevant scope of work, a termination-without-cause provision, and a not-to-exceed dollar amount. With regard to any Contract for which SJCE is the Responsible Party, SJCE, at its sole discretion, will negotiate the inclusion of the following: (1) a provision indicating that obligations under the Contract are special limited obligations of SJCE payable solely from the Designated Fund (defined as the San Jose Energy Operating Fund established pursuant to City of San Jose Municipal Code, Title 4, Part 63, Section 4.80.4050 *et seq.*) ("Designated Fund"), and (2) if the term of a Contract is more than one year, a provision indicating that the term of the agreement is subject to appropriation of funds by the City Council of the City of San José, in its sole discretion. Any Addendum or Contract may be amended as mutually agreed by the Participating Parties, including pursuant to Section 5(c)(i) below.

3. Responsible Party and Non-Responsible Parties. The Party administering the RFP process for any Contract will be the "Responsible Party," and the remaining Participating Parties for that Contract will be the "Non-Responsible Parties." The "Responsible Party" for each Contract will be determined by unanimous consent of the Participating Parties for that Contract. This determination will be stated in the Addendum for that Contract.

4. Responsibilities of the Parties.

   a. The Responsible Party for a Contract will do all of the following:

      i. Prepare the scope of work for the Services and/or Additional Services to be secured pursuant to the Contract.

      ii. Issue and administer the RFP for the selected consultant.

      iii. Jointly select with the Non-Responsible Party/Parties the consultant to provide the Services and/or Additional Services described in the RFP.

      iv. Enter into a Contract with the jointly selected consultant upon the completion of the RFP process for the Contract. The Participating Parties will mutually agree to terms of the Contract; provided, however, that the Contract must contain the provisions enumerated in Section 2 above.

      v. Make timely payments to the selected consultant under the terms of the Contract and administer and manage the Contract.

vi. Send timely invoices to the Non-Responsible Party/Parties listing the payments made to the selected consultant pursuant to the Contract.

vii. Directly supervise the professional services provided by the selected consultant.

b. The Non-Responsible Party/Parties for a Contract will do all of the following:

i. Jointly assist the Responsible Party in reviewing and evaluating the proposals received by the Responsible Party in response to the RFP.

ii. Jointly select with the Responsible Party the consultant to perform the Services and/or Additional Services described in the RFP.

iii. Mutually agree, with the Responsible Party, to the terms of the Contract; provided, however, that the Contract must contain the provisions enumerated in Section 2 above.

iv. Reimburse, on an equal-share basis, the Responsible Party for the payments made by the Responsible Party to the selected consultant pursuant to the Contract. For example, if three Non-Responsible Parties choose to participate in a Contract (four Participating Parties total), each Non-Responsible Party will pay the Responsible Party twenty-five percent (25%) of the cost of the payments made by the Responsible Party. Each Non-Responsible Party must pay its share within 30 days of receiving each invoice from the Responsible Party.

v. Work cooperatively with the Responsible Party in the Responsible Party's (1) administration and management of the Contract and (2) supervision of the professional services provided by the consultant.

5. <u>Term and Termination; Withdrawal.</u>

a. *Term*. The term of this Agreement will commence on the date first written above and, absent earlier termination pursuant to the terms of this Agreement, terminate on June 30, 2027, inclusive. With regard to SJCE only, the funding in any year may be contingent on future appropriation by the City Council of the City of San José, in its sole discretion. If the funding required to pay for any services for the next fiscal year has not been appropriated by June 30 of any year, SJCE will automatically withdraw from this Agreement, effective June 30.

b. *Termination with or without cause; withdrawal*. This Agreement may be terminated in its entirety, or solely with respect to a particular Addendum, with or without cause, by mutual written consent of at least a majority of the Parties. Any Party may choose to withdraw from this Agreement in its entirety, or solely with

respect to a particular Addendum for which the Party is a Participating Party, with or without cause upon 30 days' written notice to the other Parties. If the termination is for cause (i.e., default by another Party ("Defaulting Party") of a material term of this Agreement), the Defaulting Party shall be entitled to a reasonable period of time to cure the default, which in no case shall be less than 15 days of notification of such default.

c. *Effect of termination or withdrawal/payments owed*. Termination of this Agreement in its entirety, or withdrawal by a Party from this Agreement with respect to a particular Addendum, obligates the Parties or Party to make any outstanding payments owed to the Responsible Party or Parties as follows:

i. In the event a Party gives notice of withdrawal from this Agreement with respect to a particular Addendum, the remaining Participating Parties listed in that Addendum will promptly decide whether to (1) terminate the Addendum and corresponding Contract; (2) amend the Addendum and Contract to reduce the scope of work and the cost; or (3) continue with the Addendum and Contract as originally drafted and scoped, but reallocating the terminating Party's remaining cost responsibility among the remaining Participating Parties. The remaining Participating Parties will make reasonable efforts to terminate or amend the Addendum and corresponding Contract to reduce the scope of work and/or cost; provided, however, that if they are unable to do so, the terminating Party will remain obligated to pay its shared cost obligation pursuant to the original Addendum; and provided further that, with regard to SJCE only, obligations under this Agreement are special limited obligations of SJCE payable solely from the Designated Fund, and shall not be a charge upon the revenues or general fund of the City of San José or upon any non-SJCE moneys or other property of the City of San José or its Community Energy Department.

ii. In addition to (i) above, in the event a Non-Responsible Party withdraws from this Agreement with respect to a particular Addendum, such Non-Responsible Party will reimburse the Responsible Party for the Non-Responsible Party's share of any unpaid consultant fees, incurred prior to the effective date of termination, that the Responsible Party is obligated to pay under the Addendum. The Non-Responsible Party will make such reimbursement within 30 days of the effective date of its withdrawal.

iii. Sections 5(c)(i) and (ii) apply to the withdrawal from this Agreement with respect to a single Addendum or multiple Addenda.

iv. In the event of termination of this entire Agreement the Parties will remain obligated to pay any outstanding shared cost obligations pursuant to any Addenda.

v. Any amounts owed under this Section 5(c) and in dispute will be subject to an informal meet and confer between the Participating Parties, to be conducted no later than within 15 days of the effective date of the notice of termination. In the event such informal meet and confer does not successfully resolve the dispute, the Parties may pursue any remedies available to them under law.

6. Hold Harmless and Indemnification. The indemnification obligations of the Parties shall be as follows:

a. PCE shall defend, hold harmless and indemnify SJCE, EBCE, and CCCE, and their directors, officers, agents and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of PCE, its directors, officers, agents and/or employees.

b. SJCE shall defend, save harmless, and indemnify PCE, EBCE, and CCCE, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of SJCE, its directors, officers, agents and/or employees.

c. EBCE shall defend, save harmless, and indemnify PCE, SJCE, and CCCE, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of EBCE, its directors, officers, agents and/or employees.

d. CCCE shall defend, save harmless, and indemnify PCE, SJCE, and EBCE, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of CCCE, its directors, officers, agents and/or employees.

e. In the event of concurrent negligence of two or more of PCE, SJCE, EBCE, and/or CCCE, or of their directors, officers, agents, or employees, 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 negligence.

f. Unless the Participating Parties to a Contract provide otherwise in the Addendum for that Contract, the duty of any Party to defend, save harmless, and indemnify shall extend only to, and in no circumstance exceed, the share of funds owed by that Party for the specific Contract(s) out of which such duty arises. With regard to SJCE only, such duty to defend, save harmless, and indemnify extends only to, and in no circumstance will exceed, the Designated Fund for SJCE.

g. These provisions shall survive expiration or termination of this Agreement.

7. Amendment and Waiver. Except for any Addenda added pursuant to Section 2, no change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties, and no verbal understanding or agreement not incorporated herein shall be binding on any Party hereto.

8. Governing Law. This Agreement shall be construed and governed by the laws of the State of California, and any suit or action initiated by any Party shall be brought in the Superior Court for the County of San Mateo, California, or the United States District Court for the Northern District of California.

9. Time of Essence. Time is of the essence for every provision hereof in which time is a factor.

10. Benefit of Parties. The terms of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns. No Party shall assign this Agreement or any portion thereof to a third party without the prior written consent of all of the other Parties. Any such assignment without prior written consent by one Party shall give any or all of the other Parties the right to automatically and immediately terminate this Agreement without penalty or advance notice. Such termination shall be effective only as to the terminating Party or Parties.

11. Entire Agreement of the Parties. Except for any Addenda added pursuant to Section 2, this Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the Parties with respect to the subject matter of this Agreement.

12. Independent Counsel. Each Party has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any Party.

13. Notice. Notice given under or regarding this Agreement shall be deemed given upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or reputable overnight commercial delivery service. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to PCE:

Jan Pepper, CEO
Peninsula Clean Energy
2075 Woodside Road
Redwood City, California 94061
jpepper@peninsulacleanenergy.com

If to SJCE: Lori Mitchell, Director
cc: Luisa Elkins, Senior Deputy City Attorney
San Jose Clean Energy
200 E. Santa Clara St., 14th Floor
San José, CA 95113
Lori.Mitchell@sanjoseca.gov
Luisa.Elkins@sanjoseca.gov

If to EBCE: Nick Chaset, CEO
East Bay Community Energy
1111 Broadway, 3rd Floor
Oakland, CA 94607
nchaset@ebce.org

If to CCCE: Tom Habashi, CEO
Central Coast Community Energy
70 Garden Court, 3rd Floor
Monterey, CA 93940
thabashi@3CE.org

14. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15. Headings and Captions. The headings and captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.

16. Counterparts. This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement below on the date first written above.

Peninsula Clean Energy Authority

Date: _____ By: _____

City of San José, Administrator of San José Clean Energy

Date: _____ By: _____

East Bay Clean Energy Authority

Date: _____ By: _____

Central Coast Community Energy

Date: _____ By: _____

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 15, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer

SUBJECT: Authorize Chief Executive Officer to Execute an Addendum to the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy (SJCE), The East Bay Community Energy Authority (EBCE), and Central Coast Community Energy (CCCE) for Resource Adequacy Services with The Energy Authority, Inc.

RECOMMENDATION:

Authorize Chief Executive Officer to Execute an Addendum to the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Central Coast Community Energy for Resource Adequacy Services with The Energy Authority, Inc.

BACKGROUND:

Under Agenda Item 4, Peninsula Clean Energy staff have asked the Board to approve a Cost-Sharing and Reimbursement Agreement between Peninsula Clean Energy, SJCE, CCCE, and EBCE (the Joint CCAs). Under this Agenda Item 5, staff is seeking approval of an Addendum to the Cost-Sharing Agreement (Attachment 1) to have Peninsula Clean Energy become the Responsible Party to engage in a consulting agreement with The Energy Authority, Inc. ("TEA"), and pass through costs to the Joint CCAs under the Cost Sharing Agreement. Under Agenda Item 6, staff is seeking approval of the consulting agreement with TEA for services to support Resource Adequacy (RA).

The Cost-Sharing Agreement (Agenda Item 4) enables the Joint CCAs to efficiently and cost-effectively procure resources and services to meet organizational objectives and/or regulatory requirements through Consulting Agreements and then allocate costs to the other Joint CCAs based on participation rates or agreed-to terms.

The first Consulting Agreement (Agenda Item 6) under the Cost-Sharing Agreement is with The Energy Authority, Inc., for procuring Resource Adequacy (RA) related services

including portfolio aggregation, management, procurement, and compliance reporting. Peninsula Clean Energy will be the Responsible Party for the Consulting Agreement.

Under this Agenda Item 5, Peninsula Clean Energy is asking the Board to approve an Addendum to the Cost Sharing Agreement to memorialize which CCAs are participating in this Consulting Agreement (Agenda Item 6), the vendor scope of work, the cost-sharing arrangement and that Peninsula Clean Energy will be the Responsible Party. , The Addendum requires approval from and execution by each participating CCA.

Peninsula Clean Energy was the Responsible Party for the prior consulting agreement, under the Cost Sharing Agreement approved by the Board on May 23, 2019, for RA related services, which is due to expire in mid-June. PCE will remain the Responsible Party under the Cost Sharing Addendum for this new Consulting Agreement. Staff feels confident that they can continue to host the responsibilities as the requirements for the new Consulting Agreement will resemble those of the prior agreement. Staff expects that another CCA would become the Responsible Party if the Joint CCAs later decide to execute another consulting agreement under the Cost-Sharing Agreement for a different service.

DISCUSSION:

The Cost-Sharing Agreement was structured to accommodate the procurement of multiple joint-service solutions and includes a set of general contract terms and conditions related to participation, payment, notifications, termination and indemnification. The specific participants, scope and cost-sharing arrangement is detailed in an addendum to the Cost-Sharing Agreement.

The Joint CCAs will sign a new Addendum for each new Consulting Agreement. Future procurement of joint services, depending on the CEO's existing procurement authority, would come back to the Board for approval.

The first consulting services agreement under the Cost-Sharing Agreement is for procuring Resource Adequacy (RA) related services, including portfolio aggregation, management, procurement, and compliance reporting. Peninsula Clean Energy will be the Responsible Party for the Agreement, meaning that it will administer the consulting agreement on behalf of the Joint CCAs.

Meeting California's RA program requirements is complicated due to the onerous regulatory requirements and scarcity of resources in the marketplace. This process requires extensive staff resources to track, procure and report. The Joint CCAs believe that it may be more efficient to engage in joint RA procurement. Such approach would help balance deficit and surplus positions among the Joint CCAs. Joint procurement would also achieve economies of scale

Approval of the attached resolution will delegate the authority to the CEO to execute the Addendum to the Cost-Sharing Agreement for RA-related services, with non-substantive changes.

FISCAL IMPACT:
The total expected cost of the contract under this Addendum will not exceed $650,000, to be shared among the Joint CCAs. We expect Peninsula Clean Energy's portion to be $158,000.

STRATEGIC PLAN:
Objective B: Procurement – Procure power resources to meet regulatory mandates and internal priorities at affordable cost
Objective C: Operations – Manage power portfolio to ensure performance consistent with contractual requirements, regulatory compliance and internal strategies

Attachment:
Addendum to Cost Sharing and Reimbursement Agreement between PCE, SJCE, EBCE and CCCE for Professional Consultant Services

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO (1) EXECUTE AN ADDENDUM TO THE COST-SHARING AND REIMBURSEMENT AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY, , CITY OF SAN JOSE, ADMINISTRATOR OF SAN JOSE CLEAN ENERGY, THE EAST BAY COMMUNITY ENERGY AUTHORITY, AND CENTRAL COAST COMMUNITY ENERGY ("JOINT CCAS") FOR RESOURCE ADEQUACY SERVICES WITH THE ENERGY AUTHORTY, INC., WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE GENERAL COUNSEL.

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 "PCE") was formed on February 29, 2016; and

WHEREAS, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

WHEREAS, PCE and the Joint CCAs have determined that there can be mutual efficiencies and cost savings from jointly procuring consulting services for Resource Adequacy which includes portfolio aggregation, management, procurement, and compliance reporting; and

WHEREAS, PCE and the Joint CCAs have negotiated an agreement to share costs related to joint procurement of consulting services; and

WHEREAS, PCE and the Joint CCAs have determined that the first service agreement under the Agreement shall be for Resource Adequacy services, which services and costs will be memorialized in an Addendum to the Agreement;

WHEREAS, staff is presenting to the Board for its review the Addendum, reference to which should be made for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned Addendum.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

(1) Execute an Addendum to the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, , City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power Authority for Resource Adequacy Services with The Energy Authority, Inc., with terms consistent with those presented, in a form approved by the General Counsel.

(2)

* * * * * *

[CCO-113499]

COST-SHARING AND REIMBURSEMENT AGREEMENT

ADDENDUM #1

Resource Adequacy Portfolio Management and Regulatory Compliance Services from The Energy Authority ("TEA")

Pursuant to the _____, 2022 cost-sharing and reimbursement agreement ("Cost-Sharing Agreement") entered into by and between the Peninsula Clean Energy Authority ("PCE"), City of San Jose, Administrator of San Jose Clean Energy ("SJCE"), the East Bay Community Energy Authority ("EBCE"), and the Central Coast Community Energy ("CCCE"), the following are the Participating Parties ("Participating Parties") with respect to The Energy Authority ("TEA") contract ("Contract") entered into by PCE, on the terms described below.

1. Participating Parties:
   For Resource Adequacy portfolio management services, CCCE, PCE, SJCE, EBCE.
   For Resource Adequacy regulatory compliance services, CCCE and PCE.

2. Responsible Party: PCE.

3. Services: Resource Adequacy portfolio management services and/or Resource Adequacy regulatory compliance services. The Services are described in Exhibit A to the Contract.

4. Cost-sharing arrangement: The Participating Parties will split equally the payments, fees, and costs for the Services they elect to procure under the Contract, as detailed below. Notwithstanding the limit on each Participating Party's liability stated in the first sentence of Section 6(g) of the Cost-Sharing Agreement (the second sentence of Section 6(g) continues to apply), the Responsible Party and the Participating Parties further agree to share equally in any liability resulting from the Services the Participating Parties elect to procure under the Contract. For the avoidance of doubt, with regard to SJCE, any liability extends only to, and in no circumstance will exceed, the Designated Fund for SJCE.

RA Portfolio Management:		Regulatory Compliance Services:	
PCE	25%	PCE	50%
SJCE	25%	CCCE	50%
EBCE	25%		
CCCE	25%		

Unless otherwise agreed to in writing, any Participating Party or Parties requesting additional services not provided for under the base Contract shall be solely responsible for any costs or liabilities associated with such additional services.

5. Effective Date: This Addendum is effective as of _____, 2022.

6. Counterparts: This Addendum may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement below on the Effective Date written above.

Peninsula Clean Energy Authority

Date: _____ By: _____

City of San José, Administrator of San José Clean Energy

Date: _____ By: _____

East Bay Clean Energy Authority

Date: _____ By: _____

Central Coast Community Energy

Date: _____ By: _____

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 15, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer

SUBJECT: Authorize Chief Executive Officer to Execute a Consulting Agreement for Resource Adequacy Services with The Energy Authority, Inc., for a term of June 17, 2022 to June 16, 2025, and in an amount not to exceed $650,000.

RECOMMENDATION:
Authorize Chief Executive Officer to Execute a Consulting Agreement for Resource Adequacy Services with The Energy Authority, Inc., for a term of June 17, 2022 to June 16, 2025, and in an amount not to exceed $650,000.

BACKGROUND:
Peninsula Clean Energy, SJCE, MBCP, and EBCE (Joint CCAs) are entering into a Cost-Sharing and Reimbursement Agreement (Agenda Item 4) and an Addendum to the Agreement to procure Resource Adequacy (RA) services (Agenda Item 5). The first consulting services agreement under the Cost-Sharing Agreement is for procuring Resource Adequacy (RA) related services, including portfolio aggregation, management, procurement, and compliance reporting. Peninsula Clean Energy will be the Responsible Party for the Agreement, meaning that it will administer the consulting agreement on behalf of the Joint CCAs.

Accordingly, Peninsula Clean Energy will enter into a Consulting Agreement (Attachment 1) with The Energy Authority, Inc., (TEA) to provide Resource Adequacy procurement and compliance services, which is presented here under Agenda Item 6.

TEA is a public power-owned, nonprofit corporation, founded in 1997.
TEA provides energy trading, procurement and regulatory services to both its member owners and to independent power market participants, such as CCAs.

Currently, TEA provides services to more than 60 municipal and state-chartered load-serving entities, including services to 5 CCAs and 1 electric service provider (ESP) in California. TEA has been providing services to California customers since 2013 and is headquartered in Jacksonville, Florida with additional offices on the west coast.

DISCUSSION:
General power supply planning and acquisition requires specialized knowledge and expertise to perform the requisite analysis, procurement plans, execution of transactions and regulatory compliance submittals. Meeting California's RA program requirements is complicated due to the onerous regulatory requirements and scarcity of resources in the marketplace. This process requires extensive staff resources to track, procure and report. While Peninsula Clean Energy is fully committed to meeting RA requirements and investing in resources that promote greater grid reliability, the amount of time and effort spent on meeting RA obligations is not commensurate with the budget for RA.

Because it is important that Peninsula Clean Energy meets all compliance obligations while at the same time furthering multiple community-driven objectives, Peninsula Clean Energy has been outsourcing a portion of this function to consultants that can provide RA services. In 2019, Peninsula Clean Energy and the Joint CCAs began their engagement in joint RA procurement and currently have an agreement with The Alliance for Cooperative Energy Services Power Marketing, LLC (ACES) that is due to expire in mid-June.

The Joint CCAs have engaged in joint RA procurement for three years and find the collaboration beneficial. Joint procurement allows economies of scale by issuing joint solicitations to buy or sell RA and helps each CCA remain engaged and up-to-date on compliance deadlines and future regulatory changes that have impacts on current procurement efforts.

With this joint procurement approach in mind, and with the current contract set to expire this summer, the Joint CCAs issued a request for proposals in January 2022 for RA portfolio management services and regulatory compliance. The Joint CCAs received three responses and TEA was selected based on the evaluation criteria, including experience, bandwidth, proposal to meet RA needs and value to the Joint CCAs.

Peninsula Clean Energy is the "Responsible Party" under the Cost-Sharing Agreement and will enter into a Consulting Agreement with TEA, which will form the basis of the Addendum to the Cost-Sharing Agreement. The Consulting Agreement deviates from Peninsula Clean Energy's standard consulting services agreement in two notable respects: (1) it limits contract liability to cases of gross negligence or willful misconduct by TEA, and, if that high standard is met, there is no cap on the liabilities that may be owed; and (2) eliminates either party's right to a trial by jury in any litigation in connection with the Consulting Agreement. Despite these deviations, Peninsula Clean Energy staff recommend that the Board approve the Resolution authorizing the Agreement, as TEA provided the most competitive rate.. The Consulting Agreement between Peninsula Clean Energy and TEA is included as an attachment to Agenda Item 6.

FISCAL IMPACT:
The costs of this agreement will be split between the Joint CCAs as per the terms of the Cost-Sharing and Reimbursement Agreement. The total expected cost of the contract will not exceed $650,000, to be shared among the Joint CCAs. We expect Peninsula Clean Energy's portion to be $158,000.

STRATEGIC PLAN:

Objective B: Procurement – Procure power resources to meet regulatory mandates and internal priorities at affordable cost

Objective C: Operations – Manage power portfolio to ensure performance consistent with contractual requirements, regulatory compliance and internal strategies

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE A CONSULTING AGREEMENT FOR RESOURCE ADEQUACY SERVICES WITH THE ENERGY AUTHORITY, INC. ("CONTRACTOR") FOR A TERM OF JUNE 17, 2022TO JUNE 16, 2025 IN AN AMOUNT NOT TO EXCEED $650,000 WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE GENERAL COUNSEL;

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 "PCE") was formed on February 29, 2016; and

WHEREAS, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

WHEREAS, on May 23, 2019, PCE Board approved a Cost-Sharing and Reimbursement Agreement ("Cost-Sharing Agreement") and Addendum between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of

San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Central Coast Community Energy (formerly Monterey Bay Community Power Authority) due to expire at the end of 2022; and

WHEREAS, Peninsula Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, East Bay Community Energy Authority, and Central Coast Community Energy (the Joint CCAs) wish to execute a new Cost-Sharing Agreement that shall continue in full force and effect until terminated, to serve as a master agreement for additional contracted services to support procurement efforts and regulatory compliance in the future;

WHEREAS, PCE staff recommend that the Board delegate authority to CEO to execute the new Cost-Sharing Agreement between the Joint CCAs;

WHEREAS, PCE and the Joint CCAs have determined that there can be mutual efficiencies and cost savings from jointly procuring Resource Adequacy services; and

WHEREAS, PCE and the Joint CCAs have negotiated an Addendum to the Cost-Sharing Agreement to share costs related to joint procurement of Resource Adequacy services with PCE acting as the Responsible Party; and

WHEREAS, PCE and the Joint CCAs solicited bids from a number of organizations to provide Resource Adequacy services, and of the three respondents who presented on their services, a Contractor was selected based on Contractor's experience, bandwidth, proposal to meet RA needs, and value to the Joint CCAs; and

WHEREAS, PCE and Contractor have negotiated a consulting agreement to provide the requested services the costs for which will be shared by the Joint CCAs under the terms of the Cost-Sharing and Reimbursement Agreement; and

WHEREAS, staff is presenting to the Board for its review the Consulting Agreement, reference to which should be made for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

Execute a Consulting Agreement for Resource Adequacy Services with The Energy Authority, Inc., ("Contractor") for a term of June 17, 2022 to June 16, 2025 and in an amount not to exceed $650,000 with terms consistent with those presented, in a form approved by the General Counsel.

* * * * * *

[CCO-113499]

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND THE ENERGY AUTHORITY, INC.

This Agreement (the "Agreement") is entered into this [Day] day of [Month] 2022 (the "Effective Date"), by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and The Energy Authority, Inc., a Georgia non-profit corporation, hereinafter called "Contractor" or "TEA"." PCEA and Contractor are referred to herein individually as a "Party," or collectively as the "Parties."

* * *

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 PCEA engage the services of Contractor as an independent contractor to provide certain RA Portfolio Management and Regulatory/Compliance services including assessment, analysis and the performance of studies and other due diligence in connection with potential projects, hereinafter referred to as the "Services";

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

1. <u>Exhibits and Attachments</u>

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. <u>Services to be performed by Contractor</u>

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. <u>Payments</u>

In no event shall PCEA's total fiscal obligation as payment for TEA Services as described in Exhibit A being provided under this Agreement exceed Two Hundred and Fifteen Thousand Dollars ($215,000) per calendar year, unless otherwise agreed to in writing signed by an authorized representative of both Parties.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 17, 2022, through June 16, 2025 (the "Initial Term"), unless terminated as described in Section 5 herein. Thereafter, subject to thirty (30) days' advance written notice and approval of PCEA and the Community Choice Aggregators (CCAs) on behalf of which PCEA is procuring the Services, the term shall continue for additional one (1) year terms (each such term is an "Additional Term") (Initial Terms and Additional Terms are both hereinafter "Terms"). If Contractor does not receive written notice to extend the term from PCEA the Agreement shall terminate on June 16, 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 providing at least ninety (90) 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 reasonable satisfaction of PCEA. Such payment shall be that prorated portion of the full payment determined by comparing the Services actually completed to the 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 (the "Notice of Unavailability") as soon as is reasonably possible after PCEA learns of said unavailability of outside funding, provided that (i) Contractor shall be owed for all Services completed prior to receiving the Notice of Unavailability, and (ii) Contractor shall have no obligation to provide ongoing Services after receiving the Notice of Unavailability.

6. Intellectual Property and Ownership of Work Product

PCEA shall and does own all titles, rights, and interests in all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations therefore, and all forms of intellectual property ("Work Products") created uniquely and specifically for PCEA by Contractor and any subcontractors under this Agreement. Contractor hereby assigns all titles, rights, and interests in all Work Products to PCEA. At the end of this Agreement, or in the event of termination, all Work Products shall be promptly delivered to PCEA.

Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of PCEA. Contractor shall not dispute, directly or indirectly, PCEA's exclusive right and title to the Work Products, nor the validity of the intellectual property embodied therein.

Notwithstanding the forgoing, Contractor shall retain its rights to and ownership of: (1) TEA pre-existing intellectual property and open-source materials, (2) TEA intellectual property, know-how and ideas developed by Contractor in the course of performance under this Agreement, and (3) retain one copy of Work Products for archival use.

7. Relationship of Parties

During the term of this Agreement, Contractor shall be an independent contractor and Contractor and its agents and employees shall not (i) be agents or representatives of PCEA, or (ii) have any authority to assume, create or incur any liability or obligation (express or implied) against or on behalf of PCEA, unless directed in writing by PCEA as required to perform Services for PCEA under this Agreement. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Consulting Services and will provide any necessary tools, supplies, and equipment at Contractor's sole cost unless otherwise determined by PCEA. By this Agreement, PCEA is not obligated to provide office space, secretarial services, or other support for the Consulting Services. 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.

8. Hold Harmless and Limitation of Liability

a. General Hold Harmless

Contractor shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all third-party 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

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.

b. Limitation of Liability

(A) Except as provided in section 8.a. herein, TEA shall not be liable to PCEA for errors made in the provision of the Services under each Task Order or Exhibit unless such errors are the result of gross negligence or willful misconduct on the part of TEA.

9. 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.

10. 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.

11. 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** (finance@peninsulacleanenergy.com). Prior to submitting an invoice to PCEA, 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.

12. 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 according to the state where Contractor's employees are located. 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
Yes	Motor Vehicle Liability Insurance	$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.

13. 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.

14. 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.

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. [*This section is reserved*]

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 13, 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; and/or
ii. disqualification of the Contractor from being considered for or being awarded a PCEA contract for a period of up to 3 years;

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.

15. <u>Confidential Information</u>

(a) Each Party 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 the other Party.

(b) The term “Confidential Information” includes all information, documents, and materials owned by either Party, including technical, financial, business, or customer information, which is not available to the general public, as well as information derived from such information. Information received by either Party 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 such Party and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of such Party and without breach of this Agreement; (iv) it is independently developed by either Party; (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 the disclosing Party, unless such notice is prohibited.

(c) As practicable, the disclosing Party shall mark Confidential Information with the words "Confidential" or "Confidential Material" or with words of similar import, or, if that is not possible, the disclosing Party shall notify the other Party (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. The disclosing Party's failure or delay, for whatever reason, to mark or notify the other Party at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Each Party 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, the receiving Party shall, at the disclosing Party'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.

16. Data Security

PCEA shall not share with Contractor any personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"). If, pursuant to this Agreement, PCEA shares any Personal Information with Contractor, 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.

17. 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.

18. 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.

19. 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 (Federal) District Court for the Northern District of California.

20. 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: Jan Pepper, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-260-0100
Email: jpepper@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title: Daren Anderson, Director of Contracts
Address: 301 W. Bay Street, Suite 2600, Jacksonville, FL 32202
Telephone: 904-356-3900
Email: [redacted]
Copy to: legal@teainc.org

21. 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.

22. 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.

23. No Legal Services

PCEA acknowledges that, with respect to the services rendered or to be rendered by TEA under this Agreement: (i) TEA is not authorized to give legal advice and (ii) TEA does not intend to give and has not given PCEA legal advice. PCEA represents to TEA that PCEA (i) has obtained and shall obtain legal advice from PCEA's own legal counsel regarding

the legal aspects of any advice given or services performed by TEA under this Agreement and (ii) has not relied and shall not rely on TEA for the giving of legal advice. PCEA hereby waives and releases any claim that PCEA may now or hereafter have that PCEA has relied, directly or indirectly, on any advice given by TEA, or to be given by TEA, in connection with this Agreement as being in the nature of legal advice, and further waives and releases any claim for damages resulting therefrom.

24. Recording

Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation between PCEA and TEA, each Party (i) consents to the monitoring of, and creation of a tape or electronic recording ("Recording") by TEA of, all telephone conversations between the Parties to this Agreement, but only related to those individuals conducting PCEA Transactions under this Agreement, (ii) agrees that any such Recordings will be owned by TEA, retained in confidence, secured from improper access, and (iii) acknowledges that such Recordings may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers, employees, and agents of such monitoring or recording and to obtain any necessary consent of such officers, employees, and agents. The Recording, and the terms and conditions of a transaction discussed by the Parties in such Recording, if admissible, shall be the controlling evidence of the Parties' agreement with respect to a particular transaction between the Parties in the event a confirmation is not fully executed (or deemed accepted) by both Parties. Upon full execution (or deemed acceptance) of a confirmation, such confirmation, absent manifest error, shall control in the event of any conflict with the terms of a Recording.

25. Certain Representations

25.1 PCEA represents that (i) PCEA is authorized to enter into and execute this Agreement in connection with the Purposes stated herein; and (ii) PCEA is either not subject to federal income tax or its income is exempt under Section 115 of the Internal Revenue Code.

25.2 Each Party represents and warrants to the other Party that it is and will remain duly organized, validly existing, and in good standing under the laws of the state of its organization throughout the term of this Agreement, and that the execution, delivery and performance of this Agreement are within its express or implied statutory powers, have

been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or applicable laws.

26. <u>Waiver of Jury Trial</u>

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY TASK ORDER OR EXHIBIT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

* * *

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: _____

THE ENERGY AUTHORITY, INC.

By: _____

President and CEO, The Energy Authority, Inc.

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, PCEA is contracting for RA Management and Procurement Services for four (4) CCAs and TEA shall provide the following services:

I. RA Portfolio Management Services

1. Create Individual and Joint CCA RA portfolio (rolling 5 years)
    - Forecast each CCA's forward RA requirements
    - Determine each CCA's residual monthly and annual RA position(s) - System, Flexible and Local, if applicable
    - Aggregate Joint CCA RA needs
    - Aggregate Transfer Capability Rights
        - Provide Branch Group recommendations
        - Participate in the CAISO annual process for transfer capability rights
    - Aggregate known resource outages and the RA substitution needs
    - Provide each CCA with a spreadsheet of their respective RA requirements, inclusive of RA transactions, CCA load forecast, and CPUC allocations. Update as needed with revised CPUC allocations
    - Provide a rolling 3-year price forecast for all RA products
2. Manage and monitor the Joint CCA RA portfolio to ensure compliance for Month-Ahead Showings and Year-Ahead Showings
3. Create and issue Joint CCA RA competitive solicitations to close the Joint CCAs aggregate open positions
    - Provider will need to issue several solicitations throughout the year
    - Determine which of the Joint CCAs will participate in each solicitation
    - Create bid/offer form
    - Any solicitation can be as simple as an email solicitation
    - Maintain a list of qualified generators and counterparties in and around the CAISO for distribution of each solicitation
    - Solicit LSEs to determine available import transfer capability rights
4. Conduct regular bilateral outreach to brokers and suppliers of RA to close the Joint CCAs aggregate open positions
5. Provide recurring reports to Joint CCAs summarizing outcomes from competitive solicitations and bilateral outreach, identifying the counterparty involved product, pricing, and any other relevant commercial terms.
6. Propose trades/reallocations within the Joint CCA RA portfolio to close individual CCA RA needs
    - Find opportunities for CCA's to outright purchase, sell or swap RA products to close individual needs using a least-cost and best-fit methodology
    - Recommend transaction prices using broker and market pricing
7. Report the results of the competitive solicitation(s) and bilateral outreach to the participating CCAs and work with the participating CCAs to determine what actions will be taken.

    - Create and lead an allocation methodology to allocate volumes from available RA offers to individual CCAs
8. Track the RA substitution needs for resource outages, find and recommend opportunities within the pool to help cover substitution needs
    - Review POSO Requirements in CIRA as necessary
    - Coordinate position to allow for Substitution transactions and communicate with Suppliers as necessary.
9. Provide declaration and supporting solicitation materials for Joint CCA local waivers, if needed
10. Provider must be able to adopt and adapt to changes in the RA market and requirements
11. Central Procurement Entity Service - The CPUC adopted a Central Procurement Entity to procure local RA needs for all load serving entities. The Bidder will need to provide the following services and communications;
    - Support Joint CCAs in bidding or showing existing Local RA contracts into Central Procurement Entity's procurement auction
    - Integrate Central Procurement Entity local RA allocations and shown RA into each CCA's position
        - Forecast different scenarios to estimate future allocations from the Central Procurement Entity for each CCAs RA portfolio
    - Initiate procurement of local RA replacement for shown RA as necessary.

II. Regulatory/Compliance Services

(Applicable to CCAs that have subscribed for Regulatory/Compliance Services)

1. Be the main point of contact with the CPUC and CEC regarding RA requirements
2. Create, maintain, and file year-ahead and month-ahead RA templates to the CPUC and coordinate with each CCA's scheduling coordinator to submit supply plans to the CAISO
3. Resolve supply plan validation errors
4. Submit historical load info to the CPUC
5. Submit load forecast data to the CEC, CPUC, and IOU(s)
6. Notify the Joint CCA's of any changes to RA processes or market rules with the CAISO and regulatory bodies
7. Other regulatory and compliance services related to RA filings with the CPUC, CEC, and CAISO

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:

Pursuant to Section 3, PCEA shall pay Contractor the following amounts:

Annual Customer Service Fees: During the Term of this Agreement, PCEA shall pay to Contractor Annual Customer Service Fees (for Services listed in Exhibit A) in the amount of One Hundred Sixty-Five Thousand Dollars ($165,000) (the "Annual Fee"), which is comprised of $131,400 for RA Management Services and Procurement and $33,600 for Regulatory Compliance Services. The Regulatory Compliance Services equal $19,200 per CCA for each CCA which requests such services from Contractor, provided however, that 3CE shall receive a 25% reduction in the fee for Regulatory Compliance Services during any month which 3CE is obtaining a subset of such services directly through TEA under a services contract. The Annual Fee shall be payable in equal monthly installments of Thirteen Thousand Seven Hundred and Fifty Dollars ($13,750.00) each due and payable within thirty (30) days of receipt of invoice. Fees may be prorated for any partial month.

Unless otherwise agreed to by the Parties writing, if the Term is extended beyond June 16, 2025, then beginning on June 16, 2025 and on an annual basis thereafter, the annual compensation being paid to TEA, including the Annual Customer Services Fees, shall be increased by the greater of three percent (3%) or the Consumer Price Index for All Urban Consumers ("CPI-U").

In the event that PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by PCEA at the time of contract termination or expiration. By the fifteenth (15th) day of each month, Contractor agrees to submit to PCEA its invoice for services performed in the prior month. PCEA agrees to pay Contractor's invoice no later than thirty (30) days following receipt of Contractor's invoice. If there is a disputed portion of any invoice, PCEA shall pay the undisputed amount as provided above. Within thirty (30) days of receipt of any invoice, PCEA shall provide Contractor with a detailed written explanation identifying the reasons for disputing any portion of the invoice. Within ten (10) days of receipt of PCEA's explanation of the disputed portion of the invoice, Contractor shall provide a written reply to PCEA explaining its position. If the dispute remains unresolved after the exchange of the PCEA's explanation and the Contractor's reply, the Parties shall use the dispute resolution procedure in Section 12 of this Agreement. All payments by PCEA to Contractor pursuant to such Exhibit A, or otherwise, shall be through electronic payments in immediately available funds to Contractors' account in a financial institution or other entity designated by ACES in writing. All payments to Contractor shall be submitted via ACH or wire transfer to:

ACH Instructions

[redacted]

Wire Instructions

[redacted]

[redacted]

[redacted]

Addition or Removal of a CCA for RA Management and Procurement Services:

PCEA is contracting for RA Management and Procurement Services for four (4) CCAs. In the event that PCEA would like to add or remove a CCA to this Agreement for RA Management and Procurement Services, PCEA shall give Contractor thirty (30) days written notice of its desire to add or remove CCA. To add a CCA, the Annual Customer Service Fees will increase by Nine Thousand and Six Hundred Dollars $9,600 annually, payable in equal monthly instalments of Eight Hundred Dollars ($800) each due and payable within thirty (30) days of receipt of invoice. A one-time cost to remove a CCA is Five Thousand Dollars ($5,000) due and payable upon written notice of removal. Thereafter the Annual Customer Service Fees fee may be reduced by Two Thousand Seven Hundred and Thirty-Eight Dollars ($2,738) per month.

Addition or Removal of a CCA for Regulatory/Compliance Services:

PCEA is contracting for Regulatory/Compliance Services for two (2) CCAs. In the event that PCEA would like to add or remove a CCA to this Agreement for Regulatory/Compliance Service, PCEA shall give Contractor thirty days (30) written notice of desire to add or remove CCA. The cost to add a CCA is Nineteen Thousand Two Hundred Dollars ($19,200) annually payable in equal monthly installments of One Thousand Six Hundred Dollars ($1,600) each due and payable within thirty (30) days of receipt of invoice. The one-time cost to remove a CCA is Five Thousand Dollars ($5,000) due and payable upon written notice of removal.

PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: April 19, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Andy Stern, Chief Financial Officer

SUBJECT: Approve Renewal of Insurance Package Coverage for the Period from May 1, 2022 through April 30, 2023 at an annual cost not to exceed $180,184.

RECOMMENDATION:
Approve renewal for insurance package coverage for the period from May 1, 2022 through April 30, 2023 at a cost not to exceed $180,184.

BACKGROUND:
Following a detailed review of PCE's exposures and requirements, PCE staff recommended adoption of an expanded and enhanced insurance package to PCE's Board on April 25, 2019. That proposal was adopted unanimously by the Board at that meeting. On April 23, 2020, the Board approved renewal of those policies with immaterial cost changes to most of the insurance coverage areas. However, at the time of that renewal, PCE's insurance broker, ABD Insurance, informed Staff that the then-current insurance market was very tight and changing largely due to significant exposure and events of the past few years (e.g. COVID-19, wildfires, increased cybercrime attacks, etc.). Many of those same areas remain concerns of the insurance industry – some of have become even more intense (e.g. cybercrime).

As part of the current proposed renewal, some highlights include:

1. Cyber Crime/Liability coverage – the market remains extremely tight, and costs have continued to increase significantly as a result of escalating criminal activity. PCE's broker solicited bids from multiple providers with very minimal willingness to offer coverage. In the end, we were able to obtain a quote for approximately $60,000 per year, a significant increase over the $28,000 level the prior year for the same coverage. Staff are continuing to try to find similar coverage for less than the current quote. If successful, the overall cost of the package will be less than the $180,184 level. For comparison, the quote from the insurance company

for Cyber coverage that was used in the prior year was for more than $100,000 per year.

2. D&O insurance – We were able to obtain coverage through the same high-quality carrier at the $5,000,000 level for a minor increase of approximately $2,500 higher per year.
3. All other insurance coverages remained the same from the prior year with the same carriers and with minor or no cost increases.

Recommendation

PCE staff is recommending renewing the annual insurance package at an annual cost nor to exceed of $180,184.

Financial Impact

The annual cost of the proposed insurance renewal would be at a cost not to exceed $180,184, an increase of approximately $37,400 over the prior annual period package of $142,763 reflecting significantly higher cyber risks and higher Management Liability (including D&O) insurance coverage. The actual cost for Worker's Compensation Insurance is an estimate since actual costs will be based on actual payroll during the covered period.

Strategic Plan

The proposed insurance coverage is aligned with the Strategic Plan's Goal 5 to employ sound fiscal strategies to promote long-term organizational sustainability.

RESOLUTION NO. _____

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

* * * * * *

RESOLUTION APPROVING RENEWAL OF INSURANCE PACKAGE COVERAGE FOR THE PERIOD FROM MAY 1, 2022 THROUGH APRIL 30, 2023 AT AN ANNUAL COST NOT TO EXCEED $180,184

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

WHEREAS, the Board of the Peninsula Clean Energy Authority reviewed and approved a revised and expanded insurance package at its meeting on April 25, 2019, and

WHEREAS, the policies in the current insurance package were renewed by approval of the Board on April 23, 2020 and on April 22, 2021, and

WHEREAS, the policies in the current insurance package have an expiration date of April 30, 2022, and

WHEREAS, Peninsula Clean Energy Authority's staff engaged its insurance broker to seek competitive bids from the insurance marketplace and found that some insurance areas, particularly cyber insurance, are very tight as a result of increasing exposures and breaches across the market, and

WHEREAS, Peninsula Clean Energy Authority desires to continue its insurance policies and coverage for the period of May 1, 2022 through April 30, 2023.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves the renewal of the insurance policy package coverage for the period from May 1, 2022 through April 30, 2023 at an annual cost not to exceed $180,184.

* * * * * *

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 21, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority (PCEA) Board of Directors

FROM: Jan Pepper, Chief Executive Officer

SUBJECT: CEO Report

REPORT

Staff Updates
I am pleased to announce that Shawn Marshall will be joining Peninsula Clean Energy starting May 2 as our first Chief Operating Officer.

We are currently recruiting for the following open position. The job description can be found on the website:

Chief Financial Officer

Stay tuned for additional recruitments.

Meet and Greets with CPUC Commissioners
As is our tradition each year, Peninsula Clean Energy staff (myself and Jeremy Waen, Director of Regulatory Policy) along with a couple of board members, hold "meet and greets" with the CPUC commissioners to update them on what we've accomplished in the previous year and gain an understanding of the commissioners' key interests. We have completed our meetings with the CPUC commissioners and want to thank the board members for attending:

CPUC President Alice Reynolds - thank you to Councilmember Marty Medina (San Bruno)

CPUC Commissioner John Reynolds - thank you to Mayor Rick DeGolia (Atherton) and Councilmember Donna Colson (Burlingame)

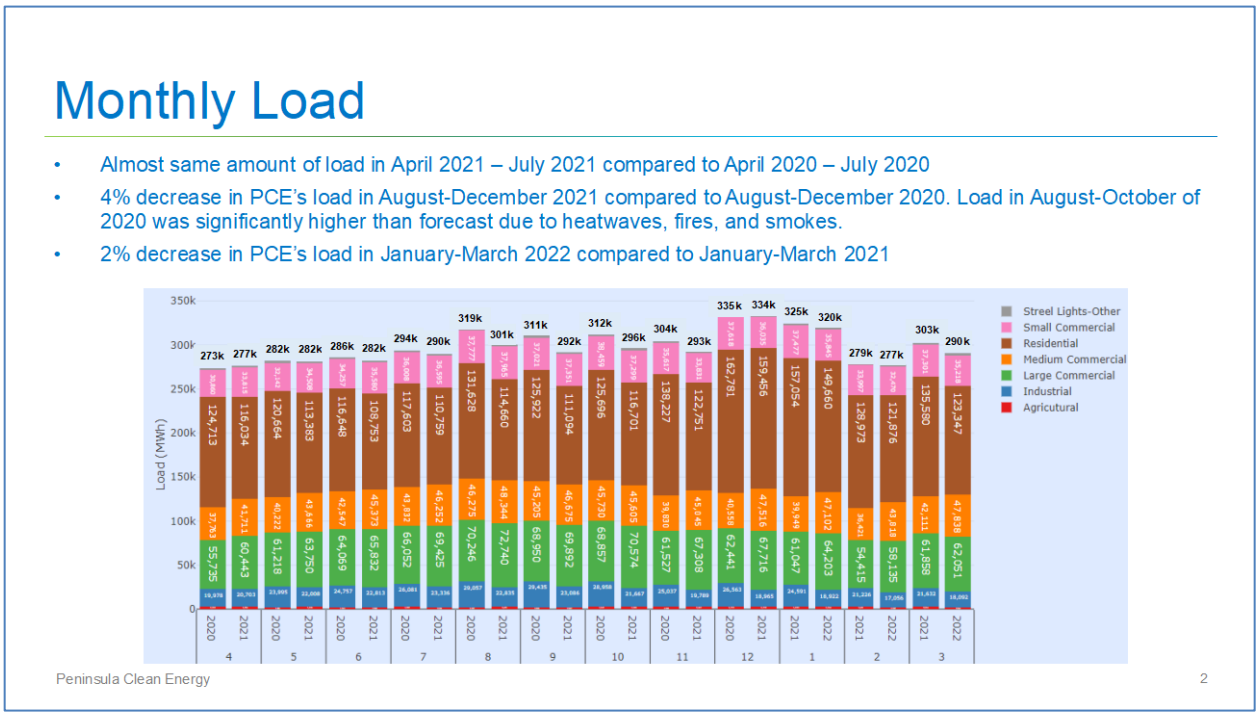
CPUC Commissioner Darcie Houck - thank you to Mayor Dr. Rod Das-Magbual (Daly City) and Mayor Rick DeGolia (Atherton)

CPUC Commissioner Genevieve Shiroma - thank you to Mayor Tom Faria (Los Banos) and Councilmember Donna Colson (Burlingame)

CPUC Commissioner Cliff Rechtschaffen - thank you to Mayor Rick DeGolia (Atherton)

Meet and Greets with CEC Commissioners
PCE staff (Jeremy Waen, Director of Regulatory Policy, myself, and other staff as appropriate) have held "meet and greets" with three of the CEC Commissioners so far to discuss our agency's accomplishments over the past year and understand the priorities of each CEC Commissioner. Additionally, this provides an opportunity to identify areas where we can partner with the CEC on upcoming activities as well as provide our expertise in areas such as transportation and building electrification.

Impact of COVID-19 on PCE Load
Attached to this report are summary graphs of the impact of COVID-19 on Peninsula Clean Energy's load. The first graph, "Monthly Load", shows the change in load on a monthly basis from April 2020 through March 2022. There was a 2% decrease in Peninsula Clean Energy's load in January-March 2022 compared to January-March 2021. The second graph, "Monthly Load Changes by Customer Class", shows that industrial and residential load was lower in January-March 2022 compared to the same months in 2021. Commercial load was higher in January-March 2022 compared to January-March 2021. The third graph, "Load Shapes (PCE)", shows the change overall in our load on an hourly basis. The load in January - March 2022 continued to be lower than 2020 and 2021 in the afternoon and late evening hours. Thank you to Mehdi Shahriari on our Power Resources team for compiling these graphs.



Monthly Load Changes by Customer Class

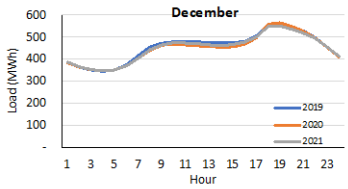
- For April-July, we noticed an increase in C&I load in 2021 compared to 2020 and a decrease in residential load in 2021 compared to 2020.
- In August-December 2021, Residential and Industrial load was significantly lower compared to same months in 2020, mainly due to the heatwaves that we experienced in 2020.
- In January-March of 2022, Industrial and Residential load was lower compared to same months in 2021. Commercial load was higher in January-March 2022 compared to January-March 2021.

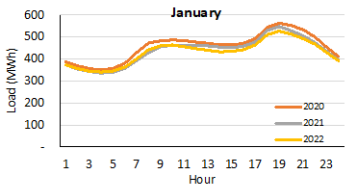
Agricutural	-7%	26%	3%	-9%	5%	4%	0%	6%	0%	-5%	-7%	-7%
Industrial	4%	-8%	-8%	-11%	-21%	-22%	-25%	-21%	-29%	-23%	-20%	-16%
Small Commercial	10%	7%	4%	2%	0%	1%	-3%	-5%	-4%	-4%	-4%	-6%
Medium Commercial	10%	9%	7%	6%	4%	3%	0%	13%	17%	18%	20%	14%
Large Commercial	8%	4%	3%	5%	4%	1%	2%	9%	8%	5%	7%	0%
Residential	-7%	-6%	-7%	-6%	-13%	-12%	-7%	-11%	-2%	-5%	-6%	-9%
Street Lights-Other	0%	0%	-2%	-4%	-4%	-3%	-4%	-4%	-5%	-5%	-4%	-5%
PCE	1%	0%	-1%	-1%	-6%	-6%	-5%	-4%	0%	-1%	-1%	-4%
Month	4	5	6	7	8	9	10	11	12	1	2	3

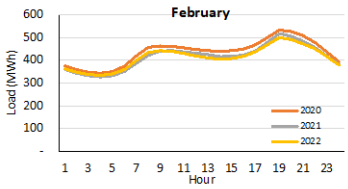
* For months 4-12, the heatmap shows how much load in 2021 was lower/higher compared to same month in 2020. For months 1-3, the heatmap shows how much load in 2022 was lower/higher compared to same month in 2021

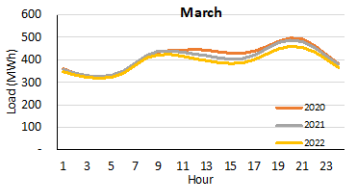
Load Shapes (PCE)

- In December, 2021 load was very similar to 2019-2020 load.
- In January-March, 2022 load was lower than 2020-2021 load in the afternoon and late evening hours.









Reach Codes

Below is an updated table showing the status of Reach Code adoption by Peninsula Clean Energy jurisdictions. Changes since the last report include:

- NEW: Hillsborough: adopted an electric-preferred code

Member Agency	Reach Code Status	Building (proposed)	EV
Brisbane	Adopted	All-electric w/ exceptions	PCE model code (variant)
Burlingame	Adopted	All-electric w/ exceptions	PCE model code (variant)
Daly City	Adopted	All-electric w/ exceptions	PCE model code
East Palo Alto	Adopted	All-electric w/ exceptions	PCE model code (variant)
Millbrae	Adopted	All-electric w/ exceptions	PCE model code (variant)
Menlo Park	Adopted	All-electric w/ exceptions	(existing EV code)
Pacifica	Adopted	All-electric w/ exceptions	(existing EV code)
County of San Mateo	Adopted	All-electric w/ exceptions	PCE model code
Redwood City	Adopted	All-electric w/ exceptions	PCE model code
San Mateo	Adopted	All-electric w/ exceptions (updated)	Increase EV capable
San Carlos	Adopted	All-electric w/ exceptions (updated)	PCE model code
South San Francisco	Adopted	All-electric w/ exceptions (residential)	PCE model code
Half Moon Bay	Adopted	All-electric new construction + end of flow	Under consideration
Hillsborough	Adopted	Electric-preferred code	
Colma	Adopted	Prewiring required	Increase EV capable
Portola Valley	1st reading TBD	(All-electric w/ exceptions)	(existing EV code)
Atherton	Study session Feb 16. Intent to proceed in 2022.		
Belmont	Study session Feb 8. Reading Apr 26.		
San Bruno	Study session Mar. 8. Intent to proceed.		
Foster City	Council briefing 2020		
Woodside	Declined		

Other Meetings and Events Attended by CEO

Attended weekly and monthly CalCCA Board and Executive Committee meetings.

Attended April 20 meeting of CC Power Board of Directors

Participated in SV5 (formerly called MAG5) meetings.

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 15, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: KJ Janowski, Director of Marketing and Community Relations & Leslie Brown, Director of Account Services

SUBJECT: Update on Marketing, Outreach Activities, and Account Services

BACKGROUND

The Marketing, Community Relations, and Account Services Teams are responsible for enhancing Peninsula Clean Energy's brand reputation, educating and engaging customers, driving participation in programs, and ensuring customer satisfaction and retention. Tactics include community outreach, content creation and storytelling through owned (e.g. online, social media), earned (e.g. public relations), and paid media (advertising), school engagement programs, and customer care.

DISCUSSION

The following is an update of activities that are currently underway. See "Strategic Plan" section below for how these activities support Peninsula Clean Energy's strategic plan objectives.

Heat Pump Water Heater (HPWH) Incentive Program
Marketing is supporting the program goal to install 200 heat pump water heaters in the first two years. As of April 14, 2022, we have had nearly 22K unique visitors to the HPWH incentive page through owned media (email), earned media and paid digital advertising.

Electrification Messaging Project
Marketing is developing new messaging centered on encouraging electrification. The second phase of primary message testing research, which is a quantitative survey, aims to define, size and characterize customer segments and to prioritize the messages that

are most impactful. Data collection has been completed and analysis of findings is underway. The development of a marketing campaign will follow.

Electric Vehicle (EV) Campaign
Our Program Bulletin, sent to over 180,000 residents, Your Energy Source newsletter, sent to over 2,000 subscribers, our digital ads, and the website have been updated to promote changes to the Used EV rebate program, which includes an increase in the maximum rebate from Peninsula Clean Energy to $6,000 for income qualified residents.

A search advertising campaign addressing barriers and benefits of electric vehicles has been underway since November 2021. Ad performance has continued to improve during this time. In March, the campaign achieved over 73,000 impressions and brought over 4,400 visits to our EV web pages. Results in April so far are showing an average cost-per-click of $0.86, far lower than industry averages (which are ~$3.50 across industries and $2.30-3.20 for automotive related paid search).

We are in the fourth week of a three-month advertising program that promotes EVs in the San Mateo Daily Journal, The Almanac, Coastside Magazine, and East Palo Alto Today (online).

Building Electrification Awareness Program
Award winners in the second annual All-Electric Awards program have been notified. Winning projects are featured on our website and in social media and will receive a customized plaque and $2,000 cash award. Winning projects were announced in a press release on April 19 and will be recognized at the Sustainable San Mateo County Annual Awards event scheduled for May 11. Selected award winners will be featured in a live virtual panel (with virtual tours) to take place later in Q2.

Los Banos Update
Our local Los Banos representative Sandra Benetti is very active providing additional information and answering questions as Los Banos customers begin receiving service from Peninsula Clean Energy. A second NEM workshop, both in-person and on zoom, for solar customers will be held on April 21. Workshops are being extensively promoted through emails to customers, fliers, tabling, NextDoor, Facebook, Eventbrite and through other local organizations.

Additional recent and upcoming outreach and marketing includes:

- Radio ad on Spanish-language Radio Lobo
- Announcement on digital street sign in prominent downtown location
- Peninsula Clean Energy insert in water bill sent to all Los Banos water customers
- Tabling in City Hall on bill pay dates for those water bills
- Tabling at Los Banos Arbor Day, Easter Egg Hunt, Spring Street Fair, and Merced County May Day Fair in Los Banos
- Tabling at Los Banos High School and Pacheco High School career fairs
- Presentations in English to Rotary, Veterans of Foreign Wars, the Salvation Army
- Presentations in Spanish to Los Banos Cultiva la Salud promatoras

We are reaching out to additional community groups to arrange presentations. Sandra is also active in local social media forums addressing questions and providing correct information.

CAC Recruitment
We received applications for CAC membership from 12 community members. The Board subcommittee for CAC selection will interview candidates between April 13 and April 21 is expected to recommend a slate of appointees to the full Board in May.

News & Media
On April 19, we issued a press release announcing the winners and honorable mentions in the Peninsula Clean Energy 2022 All-Electric Awards.

The Q1 media relations report can be found elsewhere in the packet for this board meeting.

Full coverage of Peninsula Clean Energy in the news can be found on our News & Media webpage.

ENROLLMENT UPDATE

ECO100 Statistics (since March report)

Total ECO100 accounts at end of March:	6,373
ECO100 accounts added in March:	36
ECO100 accounts dropped in March:	27
Total ECO100 accounts at the end of February:	6,364

Enrollment Statistics
Opt-outs during the month of March were 156, 15 less than the previous month of February (171). This includes 118 opt outs in our new service territory of Los Banos during the month of March, and 38 from San Mateo County during this month. In April, there has been an additional 14 opt outs from Los Banos and 9 opt outs from San Mateo County as of April 15th, 2022. Total participation rate across all of San Mateo County at the end of March was 97.16%.

In addition to the County of San Mateo, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of March 11th, 2022, include: Atherton, Belmont, Brisbane, Burlingame, Colma, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Portola Valley, Redwood City, San Carlos, San Mateo, and Woodside.

The opt-up rates below include municipal accounts, which may noticeably increase the rate in smaller jurisdictions.

Active Accounts as of April 11th							
TOT	RES Count	COM Count	Active Count	Eligible Count	Participation Percent	ECO100 Count	ECO100 Percent
ATHERTON INC	2418	225	2643	2724	97.03%	60	2.27%
BELMONT INC	10729	923	11652	11973	97.32%	192	1.65%
BRISBANE INC	1980	495	2475	2534	97.67%	87	3.52%
BURLINGAME INC	13265	1973	15238	15613	97.60%	349	2.29%
COLMA INC	580	291	871	886	98.31%	32	3.67%
DALY CITY INC	31046	1992	33038	34140	96.77%	108	0.33%
EAST PALO ALTO INC	7064	452	7516	7850	95.75%	25	0.33%
FOSTER CITY INC	13636	854	14490	14767	98.12%	334	2.31%
HALF MOON BAY INC	4203	632	4835	4972	97.24%	113	2.34%
HILLSBOROUGH INC	3805	144	3949	4057	97.34%	71	1.80%
LOS BANOS INC	11233	1153	12386	15185	81.57%	1	0.01%
MENLO PARK INC	13828	1690	15518	15827	98.05%	518	3.34%
MILLBRAE INC	8400	641	9041	9323	96.98%	106	1.17%
PACIFICA INC	14013	858	14871	15445	96.28%	176	1.18%
PORTOLA VALLEY INC	1464	132	1596	1697	94.05%	1499	93.92%
REDWOOD CITY INC	31351	3317	34668	35527	97.58%	728	2.10%
SAN BRUNO INC	14721	1063	15784	16437	96.03%	93	0.59%
SAN CARLOS INC	12210	2100	14310	14705	97.31%	337	2.35%
SAN MATEO INC	39650	3878	43528	44655	97.48%	689	1.58%
SO SAN FRANCISCO INC	21378	3127	24505	25468	96.22%	117	0.48%
UNINC SAN MATEO CO	20818	2992	23810	24623	96.70%	642	2.70%
WOODSIDE INC	2017	221	2238	2289	97.77%	58	2.59%

Table reflects data as of April 11th, 2022

In the above table, the participation rate for the City of Los Banos is at 81.57%. This number is artificially low due to us conducting a rolling enrollment for our NEM customers in Los Banos. Approximately 2500 Los Banos NEM customers have yet to be enrolled in Peninsula Clean Energy service. They will be enrolled monthly on their true-up month with PG&E from May through December. These accounts are included in the ”Eligible Count” column but are not currently active Peninsula Clean Energy customers and are therefore not included in the “Active Count” column. The opt-out rate from Los Banos customers who received enrollment notices is currently less than 2%. .

Los Banos Enrollment Notices

The first set of Los Banos enrollment notices were mailed to customers February 14th, 2022, and the second set of enrollment notices were mailed March 8th, 2022. Four sets of enrollment notices are required to be mailed to our future customers in the City of Los Banos; two must be sent pre-enrollment (60 days before and 30 days before), and the other two must be sent post-enrollment (30 days after and 60 days after). Peninsula Clean Energy staff created separate pre-enrollment notices for standard customers, NEM customers, and DAC-GT customers in the City of Los Banos. Our standard welcome postcard will be used as the two required post-enrollment notices.

STRATEGIC PLAN

This section describes how the above Marketing and Community Care activities, and enrollment statistics relate to the overall goal and objectives laid out in the strategic plan. The table indicates which objectives and particular Key Tactics are supported by each of the Items/Projects discussed in this memo. The strategic goal for Marketing and Customer Care is: Develop a strong brand reputation that drives participation in Peninsula Clean Energy's programs and ensures customer satisfaction and retention.

Item/Project	**Objective A**: Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry	**Objective B**: Educate and engage stakeholders in order to gather input, inspire action and drive program participation	**Objective C**: Ensure high customer satisfaction and retention
HPWH Incentive		KT6: Promote programs and services, including community energy programs and premium energy services	
Electrification Messaging Project		KT5: Provide inspirational, informative content that spurs action to reduce emissions.	
EV Campaign		KT6 (see above)	
Building Electrification Awareness Program		KT6 (see above)	
Los Banos Update	KT4: Engage community through participation in local events		
CAC Recruitment		KT4: Support the Citizens Advisory Committee	
News and Media Announcements	KT1: Position leadership as experts on CCAs and the industry KT2: Cultivate relationships with industry media and		

	influencers KT3 (see above)		
ECO100 and Enrollment Statistics			Reports on main objective C

* “KT” refers to Key Tactic

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 19, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: KJ Janowski, Director, Director of Marketing and Community Relations
Darren Goode, Media Relations Consultant

SUBJECT: First Quarter (Q1) 2022 Media Relations Summary

BACKGROUND

Media Relations, a specialization within the Marketing discipline, focuses on enhancing Peninsula Clean Energy's reputation and leadership position by garnering earned media attention. This is the first of a series of quarterly reports on media relations activities and coverage for 2022.

DISCUSSION

1. 24/7 White Paper

We continued to make progress in featuring Jan Pepper and our 24/7 renewables white paper. We successfully submitted a proposal for Jan to give an oral presentation at this June's SOLAR 2022 conference, sponsored by the American Solar Energy Society and the New Mexico Solar Energy Association. The 75-minute session will include 10-12 minutes for a presentation and then Q&A. We are beginning to develop the contours and specifics of that presentation.

We featured our 24/7 renewable white paper in an article from Jan as part of a series of 2022 trends on Energy Central, which hosts content for a diverse community of energy experts.

We were not successful in pitching Jan to also speak about 24/7 renewable power at the July VERGE Electrify virtual conference. However, we are pursuing other opportunities, including the September RE+ gathering in Anaheim.

2. Rafael Spotlighted

Rafael was featured in a San Francisco Examiner article about the Bay Area's push to expand electric cars and charging infrastructure, including multifamily housing.

Rafael also provided a great overview of Peninsula Clean Energy's mission and programs, including Power on Peninsula and electric vehicles, in a sit-down interview with KHMB radio host Bill Wood for the Radio Magazine program.

3. Siobhan Spotlighted
Siobhan was featured in a S&P Global story about long-duration energy storage. Of note, the S&P Global reporter approached us unsolicited about talking for the article and future coverage of the issue.

4. Merced Sun-Star Contributed Article
We finalized and published a contributed article authored by Associate Manager of Community Relations, and lead Los Banos liaison, Sandra Benetti in the Merced Sun-Star and Los Banos Enterprise highlighting how our service expansion will yield more affordable and greener power to Los Banos residents. This is part of a larger discussion and strategy regarding helping to shape the narrative of our service starting there, including its coinciding with electricity rate increases levied by PG&E.

5. Climate Magazine Rooftop Solar Article
Jan and Jeremy Waen were both interviewed and featured in a Climate Magazine article about rooftop solar.

6. Harvest Thermal Announcement
We jointly announced the launch of our demonstration program with Harvest Thermal to install ultra-efficient, all-electric space heating and hot water systems as part of our broader effort to replace methane gas-powered furnaces and other appliances. Rafael Reyes was interviewed by Canary Media's Jeff St. John and received prominent mentions in the resulting article. The announcement was also highlighted by the American Public Power Association. We also coached and otherwise worked extensively with Harvest Thermal communications and other staff on the broader media outreach. The press release included Jeff Aalfs, Harvest Thermal CEO Jane Melia and one of the customers participating in the demonstration.

7. Community Outreach Grants Announcement
We announced our latest round of 12 community outreach grants, including a press release featuring Carlos Romero and Harvey Rarback. Local coverage included in the Redwood City Pulse and Patch.com.

8. Data Connect Announcement
We announced the launch of Data Connect, including a press release featuring Sapna and Brian Henry, assistant public works director for the City of Menlo Park. We received coverage from Patch.com and some tentative interest down the road from Canary Media's Jeff St. John.

9. CC Power Announcement

We and six other members of California Community Power jointly announced a long-duration energy storage deal. We separately sent out the release to our media and influencer lists that included a quote from Jan focusing on how the deal represents both a major procurement milestone for CC Power and CCAs, and helps Peninsula Clean Energy's sector-leading 24/7 goal. Coverage of the announcement included by Canary Media, PV Magazine and Solar Power World.

10. Lyft Ribbon-Cutting Event

We discussed with Lyft the potential of doing an in-person event in the Bay Area to showcase the arrival of their new fleet of electric vehicles as part of our joint Ride-Hail Electrification Pilot Program. This event is still under consideration.

11. More Media

Building codes set solar standards, Consulting-Specifying Engineer, Feb. 10
For Belmont, all-electric in future plans, San Mateo Daily Journal, Feb. 14
In 2021, a third of new cars registered in Menlo Park were electric, InMenlo, Feb. 15
SEPA introduces framework for identifying ways to reduce carbon emissions, Daily Energy Insider, March 3
Redwood City mayor seeks assembly seat, San Mateo Daily Journal, March 22

STRATEGIC PLAN

This section describes how Media Relations activities relate to the overall goal and objectives laid out in the strategic plan. Media Relations The strategic goal for Marketing and Customer Care is: Develop a strong brand reputation that drives participation in Peninsula Clean Energy's programs and ensures customer satisfaction and retention. Media Relations' efforts relate specifically to Objectives A and B in the strategic plan.

Item/Project	**Objective A**: Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry	**Objective B**: Educate and engage stakeholders in order to gather input, inspire action and drive program participation
Items 1, 2, 3, 5	KT1: Position leadership as experts on CCAs and the industry	
Items 1 through 11	KT3: Tell the story of Peninsula Clean Energy through diverse channels	
Items 10		KT5: Provide inspirational, informative content that spurs action to reduce emissions

* "KT" refers to Key Tactic

PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 15, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority (PCE) Board of Directors

FROM: Jeremy Waen, Director of Regulatory Policy
Doug Karpa, Senior Regulatory Analyst
Matthew Rutherford, Senior Regulatory Analyst

SUBJECT: Update Regarding Regulatory Policy Activities

SUMMARY

Over the last month the Regulatory Policy team continues to be busy. Jeremy has focused his time on preparations for our "meet and greet" sessions, engagement in the numerous PG&E ERRA proceedings to affect further reform to the PCIA, and other matters. Doug has been particularly heavily focused on work to reform the California Public Utilities Commission's (CPUC) Resource Adequacy construct. Matthew has continued his work in supporting PCE's programmatic efforts through Transportation Electrification, Building Decarbonization, Resiliency, Supplier Diversity, and DAC-Green Tariff matters.

DEEPER DIVE

Commissioner Meet and Greets

Following up on last month's report, Jan Pepper and Jeremy Waen (along with members of our board and additional members of staff where appropriate) are continuing to conduct our "meet and greet" sessions with the five CPUC and five California Energy Commission (CEC) Commissioners. These meetings happen on an annual cadence. They provide us with the chance to introduce our agency and ourselves to the newly appointed Commissioners or to update those that we have met previously. In both cases, these meetings provide a valuable opportunity to educate these decisionmakers about all the tremendous success that we are having in achieving our agency's goals and the State's goals. These meetings also provide PCE staff and

board with an opportunity to better understand the primary interests and motivations of each Commissioner.

(Public Policy Objective A, Key Tactic 3)

GO 156 – Supplier Diversity

Matthew has been leading PCE's engagement in a proceeding relating to the CPUC's Supplier Diversity Program, the details of which are enumerated in CPUC General Order (GO) 156. The Program was originally implemented in 1988 at the behest of the state legislature and mandated that investor owner utilities (IOUs) would set targets to award a certain percentage of their annual procurement contract dollars to women and minority owned businesses. The Program over time was expanded to include other qualifying business enterprises (QBEs), such as LGBT and disabled veterans. The instant Proceeding was initiated to update the Program according to recent legislation, SB 255 (Bradford, 2019). SB 255 required the CPUC to consider expanding the Program to include CCAs and Electric Service Providers. Following the signing of SB 255 and in advance of this Decision, CCAs have collaborated with each other and CPUC staff to develop and file GO 156 Supplier Diversity Reports in 2021 and 2022 that include how much procurement spending has gone towards QBE categories enumerated in the Program. However, and importantly, these reports did not include plans on how to achieve specific targets for increasing spending due to concerns that such activities would contravene Prop 209, which prohibits public agencies such as CCAs from granting preferential treatment in contracting on the basis of race, sex, color, ethnicity, or national origin. As private entities, the IOUs are not subject to Prop 209.

CalCCA convened a team of CCA staff and lead the engagement in the proceeding. The CCA's primary concern was to inform the CPUC that we appreciate the goals of GO 156; however, Prop 209 limits us from recruiting or setting procurement targets for QBEs. In addition, we would continue to provide annual spending reports and conduct outreach to organizations that may help attract more QBEs to our procurement solicitations such as diverse chambers of commerce. CalCCA filed several rounds of comments to this effect and led ex parte meetings with the lead Commissioner's Advisors to express our concerns over how the CPUC's contemplated expansion of GO 156 requirements onto CCAs might direct the CCAs to take actions that are directly at odds with Prop 209.

A final decision was recently voted out unanimously by the CPUC Commissioners and explicitly acknowledges that the CPUC cannot set diverse procurement targets for the CCAs or require them to perform activities that may run counter to other legal obligations that they may have as public entities. The CCAs engaged in the proceeding are pleased with this result and will continue to coordinate with each other and CPUC staff in the development of future annual reports.

(Public Policy Objective A, Key Tactic 1 and Key Tactic 2)

Integrated Resource Planning & Resource Adequacy

Doug Karpa continues to lead PCE's engagement in the California Public Utilities Commission's Integrated Resource Plan (IRP) and Resource Adequacy (RA) efforts on several fronts.

The CPUC Working Group on resource adequacy reform released its final report on February 28, 2022. Dr. Karpa succeeded in bringing CalCCA to a position of supporting the 24 hour reliability approach proposed by Southern California Edison as well as Peninsula Clean Energy's proposal with San José Clean Energy and California Energy Storage Alliance for load obligation trading. In addition, Dr. Karpa has been involved with the CalCCA team working on Commission's efforts to improve the procedures of the Central Procurement Entity for local RA, which has largely shown major deficiencies to date creating significant potential uncertainties for resource adequacy planning and procurement in the near-term and potential electricity reliability issues in the long-term.

In the Integrated Resources Planning space, Dr. Karpa has worked actively on the next round of modeling and consulted with CPUC and CalCCA staff on both modeling approaches and data needs for assessing reliability.

(Public Policy Objective A, Key Tactic 1, and Key Tactic 2; Public Policy Objective C, Key Tactic 3)

Stakeholder Outreach

Doug continues to host the regular monthly call with staff from CCAs and environmental and environmental justice stakeholders, with a March 24th call on the need for a 24 hour resource adequacy construct to support decarbonization. Dr. Karpa has also engaged with significant stakeholder conversation on legislative proposals

(Public Policy Objective A, Key Tactic 2)

FISCAL IMPACT

Not applicable.

PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence

DATE: April 14, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Marc Hershman, Director of Government Affairs

SUBJECT: Update on Peninsula Clean Energy's Legislative Activities

SACRAMENTO SUMMARY:

Although the 2022 session of the California Legislature, which convened on January 3, began much the same way the 2021 session ended with many of the pandemic restrictions continuing in place, recent changes suggest the Capitol is on the path to pre-pandemic opening levels of access.

Both houses of the Legislature have begun policy committee hearings. Bills that include a policy and fiscal component must clear policy committees in their house of origin by the end of April. Bills that do not have a fiscal component have until May 6 to clear policy committees.

A significant number of legislators who are otherwise eligible to continue in their current seats have announced they will be running for a different office this year or have announced that they will not be seeking re-election in 2022. This turnover in the Legislature could result in a significant number of new Assemblymembers and Senators who are unfamiliar with CCAs.

On January 10 Governor Newsom unveiled his initial 2022-23 budget at $286.4 billion, a 9% increase from last year. This includes a $21 billion discretionary surplus, plus billions more for schools, pension payments and reserve accounts.

The revenue projection that underlies the January budget proposal was made before the rise of the omicron variant. While the numbers could change dramatically by the time the annual revision to the budget will be made public in May, initial tax returns arriving in Sacramento suggest that the budget surplus is likely to grow. The legislature will have its say on the budget and the final version will need to be adopted in June.

LEGISLATIVE ADVOCACY AND OUTREACH:

A bill introduced this year that is of interest to Peninsula Clean Energy and the CCA community is **SB 881 (Min)**. The bill is sponsored by the Union of Concerned Scientists and Senator Becker is the principal coauthor.

Every Load Serving Entity (LSE), including Peninsula Clean Energy and the Investor-Owned Utilities, must submit an integrated resource plan (IRP) to the California Public Utilities Commission (CPUC). The IRP outlines how the LSE plans to meet future electricity demand, ensure grid reliability, maintain affordability, and achieve the state's environmental justice and clean energy goals. The CPUC aggregates this information and determines whether the state will achieve its clean energy goals. The CPUC also uses the information to implement new policies and authorize the development of new clean energy projects.

According to the bill's author, **SB 881** changes the nature of the IRP process. Under **SB 881**, an LSE's IRP would describe how it will meet certain GHG reduction targets. It provides new authority to the CPUC to order an LSE to procure appropriate clean energy to meet its emission reductions target and the CPUC could order another LSE to make that procurement on behalf of the deficient LSE. It also authorizes the CPUC to assess penalties against an LSE for its failure to meet their IRP requirements.

On March 18 **SB 881** passed the Senate Committee on Energy, Utilities and Communications, where it passed by a vote of 9-0-5. It will next be heard in the Committee on Appropriations.

CalCCA recently took a position of oppose, unless amended on **SB 881**.

SB 1112 (Becker) encourages the creation of Tariff On-Bill (TOB) financing investment programs to make low-cost capital for climate-beneficial building upgrades.

The bill requires utilities, Electric Service Providers, Publicly Owned Utilities, Co-Ops and CCAs who provide customers with TOB financing for a decarbonization upgrade to notify their county recorder within 10 days of the funding. However, who ultimately must notify the recorder could change should the CPUC determine the responsibility falls to a different party.

In those instances when TOB financing is provided and a property is not owner-occupied, the property owner must disclose the terms of the decarbonization charge to new tenants prior to leasing the property. Through this notification mechanism an impediment to the establishment of TOB financing is potentially removed by providing some transparency to the customer and incorporating existing methods (lease agreements, titles) of notification.

A pending amendment would also direct the CEC to explore how the state and its utilities can leverage existing and future federal funds and existing state programs to make low-cost financing available to TOB investment programs.

Peninsula Clean Energy at the time of the preparation of this report is engaged in discussions with Senator Becker regarding the bill's consumer protections for renters and tenants.

SB 1112 is scheduled to be heard in the Senate Committee on Energy, Utilities and Communications on April 26.

Peninsula Clean Energy has taken a support position on two bills authored by Senator Josh Becker. **SB 887 (Becker)** would help California prepare for the necessary and increasing amounts of transmission of clean energy from offshore wind and solar in rural areas to the state's population centers. The bill requires the PUC and CEC to provide long term forecasts to the CAISO that extend at least 15 years into the future. The forecasts must be consistent with achieving SB 100 targets for renewable and zero carbon resources and consistent with the ARB's scoping plan targets for economywide GHG reductions. It also requires projections that by 2035 eliminate the need for carbon-emitting resources when renewables are available elsewhere; projections that include offshore wind and projections for imports of clean energy from outside California.

SB 1203 (Becker) would establish a planning goal for all state agencies to achieve zero net GHG emission by 2035 from state operations (owned and controlled vehicles, buildings, etc.) and electricity purchase by the state. State agencies would also be required to publish their inventories of current emissions, establish interim targets, and create a plan for achieving those targets. This 2035 target is more aggressive than the state's goal of 2045 for the entire economy and ahead of the goal for federal agencies set by President Biden. As such, California government could become an early adopter and set the example as a clean tech innovator that can meet the challenge of decarbonizing.

A bill of concern to Peninsula Clean Energy is **SB 1287 (Bradford).** You may recall that WCE, a new CCA in Riverside County which began providing service at the onset of the pandemic, went out of business after one year. Also last year, BPROUD, a CCA serving Baldwin Park, decided to close shop. In both cases, the customers were returned to the IOU for their electricity procurement.

SB 1287 would increase the current CCA financial security requirements from $147,000 to $500,000. A CCA would be required to post a bond or demonstrate insurance coverage in that amount. The bill would also increase the coverage required of CCAs from 6 months of net costs to 12 months of the "incremental" procurement costs that would be incurred by the provider of last resort (the IOU) upon the involuntary return of a CCA's customers to the IOU.

Depending upon CPUC interpretation, the estimates of the total incremental cost of these impacts to CCAs range from $13 million to $4.4 billion. It is likely that the

requirements would be so onerous as to virtually foreclose the creation of any new CCAs in California.

CalCCA and Peninsula Clean Energy have taken an oppose, unless amended position on **SB 1287**. As of this writing the bill has not been scheduled for a hearing.

Another bill of great interest to Peninsula Clean Energy is **SB 1158 (Becker).** Similar in some respects to Senator Becker's **SB 67** from 2021, **SB 1158** would mandate the hourly reporting of GHG intensity of load serving entities like Peninsula Clean Energy. It would also require the LSE to report the GHG profile of its Resource Adequacy portfolios.

Peninsula Clean Energy supports **SB 1158** and the bill's goal of improving transparency of LSE progress in meeting its GHG reduction goals, noting that it reflects our organizations 24/7 goals. We have been working closely with Senator Becker to clarify and address some of the issues raised in the legislation.

CalCCA has taken an oppose, unless amended position on **SB 1158.**

SB 1158 is scheduled to be heard in the Senate Committee on Energy, Utilities and Communications on April 26.

Peninsula Clean Energy and CalCCA have taken an oppose position on **SB 1393 (Archuleta)**. This bill would expand the CEC's review of new construction reach codes to include local requirements for electrification upon retrofits or remodels. The bill requires local jurisdictions to apply to the CEC for review and approval of ordinances that require replacement of fossil fuel appliances with electric ones upon alteration or retrofit of a residential or non-residential building. This review would happen if the local ordinance does not include exemptions for all the following situations:

1) where compliance would be technically infeasible,
2) where compliance would not be cost effective,
3) where compliance would disproportionally impact low-and-moderate-income consumers,
4) where compliance would adversely impact a skilled and trained workforce, and
5) where compliance would increase costs for electric ratepayers.

As part of the application, local governments would have to submit the text of the requirement, a list of adjacent jurisdictions that have adopted or proposed similar requirements, findings on the list of five requirements, and any reports required under CEQA. The CEC would be required to reject the application if it found the local requirement triggered any of the five situations (e.g., if the ordinance's requirements are technically infeasible).

AB 1944 (Lee, Christina Garcia) would amend the Brown Act to specify that if a member of a legislative body elects to teleconference from a location that is not public, the address of that location need not be identified in the meeting notice and agenda, or be accessible to the public, when the legislative body has elected to allow members to participate via teleconferencing. Peninsula Clean Energy has submitted a letter of support for **AB 1944**. As of this writing, **AB 1944** was referred to the Assembly Committee on Local Government, but has not been set for a hearing

CalCCA 2022 Legislative Initiative

Our Peninsula Clean Energy team began meeting last fall to discuss the possibility of championing a legislative initiative for 2022. One idea we considered favorably was legislative authority for CCAs to administer funds collected from ratepayers and then applied to the development of Electric Vehicle charging stations. In late 2021 this legislative idea was adopted by CalCCA as its legislative initiative for 2022.

AB 1814 was introduced this year by Assemblymember Tim Grayson (D-Concord). The bill was sponsored by CalCCA. It explicitly authorizes community choice aggregators (CCAs), including Peninsula Clean Energy, to access transportation electrification program funding and administer those funds in their service area.

Currently, CCAs have statutory authority to administer energy efficiency programs. This has resulted in tailored programs that serve customers and businesses located in hard-to-reach communities, and innovative programs that more holistically address customer energy needs by incorporating demand response and electrification. Peninsula Clean Energy programs are funded with monies we collect directly from our ratepayers, and we leverage those funds with money we receive from state sources, including the CalEVIP program. **AB 1814** would have made additional funding collected by the stat accessible to CCAs.

Peninsula Clean Energy filed a letter of support for **AB 1814**. Peninsula Clean Energy had sent a request to each Peninsula Clean Energy member jurisdiction and reached out to our local legislators for support. We received many letters in response for which we are deeply appreciative. Additional jurisdictions had scheduled consideration of support letters for their council meetings. Senators Becker and Wiener and Assemblymember Mullin signed on as co-authors of the bill.

AB 1814 had been scheduled for an early April hearing in the Assembly Committee on Utilities and Energy but was taken off the committee's calendar at the request of the author. Letters in opposition to the legislation had been filed on behalf of the California Coalition of Utility Employees, California State Association of Electrical Workers, and the Investor-Owned Utilities. We believe that opposition formed the basis upon which the author made his decision.

CalCCA Legislative Committee and Board Activity in 2021 – Continued to 2022

Unfinished Business

SB 612 (Portantino) PCIA Reform**,** was CalCCA's priority bill for the 2021 legislative session and the first bill CalCCA sponsored. **SB 612** provides fair and equal access to the benefits of legacy resource products procured on behalf of IOU, CCA and Direct Access customers in proportion to their load share. It also requires the CPUC to recognize the value of GHG-free energy and any new products in assigning cost responsibility for above-market legacy resources in the same way value is recognized for renewable energy and other products.

SB 612 was passed off the floor of the Senate by an overwhelming and bi-partisan vote of 33-6. However, the bill never received a hearing in the Assembly Committee on Utilities and Energy. Peninsula Clean Energy continues to advocate for **SB 612**. This bill can move ahead in 2022 as a 2-year bill and could be heard and passed by the Assembly Committee on Utilities and Energy as late as the spring of 2022. As noted above, the Assembly Committee on Utilities and Energy has a new chair this year.

(Public Policy Objective B, Key Tactic 1)

PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: April 22, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer, Peninsula Clean Energy
Rafael Reyes, Director of Energy Programs

SUBJECT: Community Programs Report

SUMMARY

The following programs are in progress, and detailed information is provided below:

1. Building and EV Reach Codes
2. Buildings Programs
   - 2.1. Appliance Rebates
   - 2.2. Low-Income Home Upgrades & Electrification
   - 2.3. Building Pilots
3. Distributed Energy Programs
   - 3.1. Local Government Solar Project Development
   - 3.2. Power On Peninsula – Homeowner
4. Transportation Programs
   - 4.1. "EV Ready" Charging Incentive Program
   - 4.2. Used EV Rebate Program
   - 4.3. EV Ride & Drives/EV Rental Rebate
   - 4.4. E-Bikes for Everyone Rebate Program
   - 4.5. Municipal Fleets Program
   - 4.6. Transportation Pilots
5. 2035 Decarbonization Feasibility and Plan

DETAIL

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 small grants to municipalities, technical assistance, and tools, including model codes developed with significant community input. The tools and model code language are available on the project website (www.PeninsulaReachCodes.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 the extended 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:

- **Reach Codes:** The Town of Hillsborough became the most recent adopter of building reach codes in April. In total 15 agencies have adopted some form of reach code in the service territory. Peninsula Clean Energy is providing support to numerous additional agencies who plan to pass Reach Codes in 2022. Draft new model codes are available. Multiple jurisdictions have requested model existing building reach codes. Stakeholder workshops were held on January 26, February 15, 16, 17 , and most recently April 13 with approximately 250 attendees excluding program staff. The first drafts of the model codes were presented and initial feedback received. **Training and Technical Assistance:** Training and technical assistance efforts are being deemphasized to focus on the 2022 model code development, though developer technical assistance is still available.
- **Existing Building policy development**: A policy and financing literature review and analysis of existing building electrification and multifamily EV charging was completed. The technical consultant, TRC, is currently developing cost-effectiveness studies for multiple building prototypes. Existing building model codes are being developed with stakeholder feedback. During a poll at a City Staff workshop, 64% of respondents stated that they were interested in exploring an existing building reach code. In addition, SVCE and Joint Venture Silicon Valley are planning an existing building workshop/webinar likely in August specifically for elected officials and have offered that elected officials in San Mateo County may also attend.

Strategic Plan:

Goal 3 – Community Energy Programs

Objective A: Decarbonization Programs: Develop market momentum for electric transportation, and initiate the transition to clean energy buildings

- Key Tactic 3: Ensure nearly all new construction is all-electric and EV ready
- Key Tactic 4: Establish preference for all-electric building design and appliance replacement among consumers and building stakeholders

2. Buildings Programs

2.1. Appliance Rebates

Background: In May 2020, the Board approved a 4-year, $6.1 million for electrifying existing buildings. This included $2.8 million for implementing an appliance rebate program. Peninsula Clean Energy successfully launched the heat pump water heater rebates on January 01, 2021 for San Mateo residents. Peninsula Clean Energy rebates are offered in partnership with BayREN's Home+ program. BayREN offers a rebate of $1,000 and Peninsula Clean Energy offers an additional rebate of $1,000 for methane gas to HPWH or $500 for electric resistance to heat pump water heater (HPWH). Peninsula Clean Energy also offers a bonus rebate for low-income customers (CARE/FERA participants) of $1,000 and $1,500 for electrical panel updates of up to 100 Amp and $750 for up to 200 Amp that might be needed to accommodate the HPWH. In addition, Peninsula Clean Energy offers a small refrigerator recycling program approved in 2018.

Status: The HPWH rebate program was launched on January 01, 2021 and to date we have received 191 applications.. All but 6 were installed in 2021. Overall, the Peninsula Clean Energy program accounted for approximately 40% of the HPWHs installed across the 9-county Bay Area in 2021. Currently six San Mateo County contractors and 21 contractors outside the county are enrolled in the program. Peninsula Clean Energy has been promoting the incentive through digital ads, email outreach and other channels. Volume on this program is being impacted by statewide HPWH supply shortages that staff is currently investigating. The refrigerator recycling program had low volume during the pandemic but is beginning to increase volume. Since inception the recycling program has recycled 335 units resulting in 600 MTCO2e in greenhouse gas reduction.

Strategic Plan:

Goal 3 – Community Energy Programs

Objective A: Decarbonization Programs: Develop market momentum for electric transportation, and initiate the transition to clean energy buildings

- Key Tactic 4: Establish preference for all-electric building design and appliance replacement among consumers and building stakeholders

2.2. (Low-Income) Home Upgrade Program

Background: In May 2020, The Board approved $2 million for implementing a turn-key low-income home upgrade program. The measures implemented through the program will vary depending on each 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 contract with the administration and implementation firm, Richard Heath & Associates (RHA), was executed after being approved by the Board in the March 2021 meeting.

Status: Status: The program was announced on September 28, 2021. The below table summarizes the program's status as of March 31, 2022.

Stage/category	#s as of March 31, 2022
Leads	308
Pre-assessments	110
Enrolled	76
Ineligible	39
Installations in progress	43
Fully complete	3

Strategic Plan:

Goal 3 – Community Energy Programs

Objective B: Community Benefits: Deliver tangible benefits throughout our diverse communities

- Key Tactic 1: Invest in programs that benefit underserved communities
- Key Tactic 3: Support workforce development programs in the County

2.3. Building Pilots

Background: In May 2020, The Board approved $300,000 for piloting a new innovative technology from Harvest Thermal Inc., a Bay Area-based startup, that combines residential space and water heating into a unified heat pump electric system with a single water storage tank. Through this project, this technology will be installed in 3-5 homes within the San Mateo County to assess its performance and demonstrate its effectiveness for emission reductions.

Status: The home recruitment process began in late April 2021 and the project received 290 applications. Homes were selected based on technical criteria (home characteristics, energy usage patterns, and technical feasible of the upgrade within budget). The four pilot homes are located in Daly City, South San Francisco, Redwood City, and Menlo Park. As of April 14 , the Daly City,South San Francisco, and Redwood City homes have had their system installed.The Menlo Park home is awaiting the city permit and expected to be installed in May. The consulting firm TRC has been contracted to provide independent measurement and verification services for the project and have begun collecting data on the homes installed. A final report is anticipated in the summer of 2023 after a year a data has been collected and analyzed. Lastly, the Technical Advisory Committee (TAC) met September 30, 2021 to review and provided feedback on the project. TAC members include former building officials, former contractor, city commissioner, peer CCA program managers, CPUC staff, CAC member and Board member Jeff Aalfs. The next meeting is anticipated for this summer.

Strategic Plan:

Goal 3 – Community Energy Programs

Objective C: Innovation and Scale: Leverage leadership, innovation, and regulatory action for scaled impact

- Key Tactic 1: Identify, pilot, and develop innovative solutions for decarbonization

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, and 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. Local Government Solar Program

Background: The Local Government Solar program is aimed at aggregating local government facilities into a group procurement of solar and solar+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 a Solar Site Evaluation Services contract with McCalmont Engineering for Solar site evaluation and designs for County and municipal facilities identified as candidates for solar-only or solar + storage resilience projects. 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.

Status:
We completed site visits and solar designs for fourteen (14) facilities across 13 agencies including in Los Banos. We began seeking commitments from cities and the County to participate in an aggregate procurement process from which we would offer a 20-year Power Purchase Agreement (PPA) for the solar installation at no upfront cost. The requested commitment is that if we can offer a PPA price that will result in net electric bill savings or deliver other identified community benefits, they will move forward to installation. We have now received commitments from 11 of 13 agencies, with an aggregate portfolio size of approximately 2 MW. We are continuing to work with a potential tax benefits partner that could capture the tax benefits of the solar projects and share them with Peninsula Clean Energy, and by extension portfolio customers. Peninsula Clean Energy is unable to capture those benefits directly due to its tax-exempt status. We believe developing such a relationship and contracting structure could enable Peninsula Clean Energy to obtain the most competitive pricing on equipment and installation. Our fallback, if this pathway runs into insurmountable obstacles, is to seek a master PPA for the portfolio from an entity that can share tax benefits, similar to Peninsula Clean Energy's wholesale procurements.

We are in final stages of site designs and city approval for 3 sites, one in San Bruno and two in Los Banos. This is expected to be completed in April. Once complete, we will move to RFP for the full portfolio of sites. We will be soliciting bids that could fit into two procurements models. In Model 1, Peninsula Clean Energy in partnership with a tax financing partner would purchase the systems from a contractor that would procure, install, and maintain equipment. In Model 2, Peninsula Clean Energy would secure a master PPA for the full portfolio with an entity that can provide both tax equity and installation. There are pros and cons to each model. We expect the RFP to provide the critical information necessary to inform final model selection, most crucially the relevant costs and the resulting PPA pricing that could be provided to customers.

3.2. Power On Peninsula – Homeowner

Background: Power on Peninsula – Homeowner is a solar+storage energy resiliency program run by Peninsula Clean Energy in partnership with Sunrun and TerraVerde Energy. This program provides energy storage systems paired with solar power to single family and multifamily Peninsula Clean Energy customers. Customers who sign up for this program receive an incentive up to $1,250. At Peninsula Clean Energy's direction, Sunrun will dispatch the stored energy during evening hours when renewable generation on the California grid is low. This will also help Peninsula Clean Energy to reduce its peak load and thereby reduce our resource adequacy requirements.

Status: The program has commenced and participants' batteries are dispatching later in the evening to help reduce Peninsula Clean Energy's net peak. The program is being impacted by supply chain issues including contractor, materials, and product supply and cost. However, program promotion has been ongoing. The incentive for enrolling in the program is now $500.. Staff is working with a firm to provide labor compliance assistance and has begun developing the process for analyzing workforce data.

Strategic Plan: The activities and programs described in the DER and Energy Resilience activities support the following objectives and key tactics in Peninsula Clean Energy's strategic plan:

- Power Resources Goal 1: Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates
  - Objective C Local Power Sources: Create a minimum of 20 MW of new power sources in San Mateo County by 2025
    - Key tactic 2: Implement Board-approved strategy to increase community resilience.
    - Key tactic 3: Work with local government partners to identify and catalog opportunities for distributed energy resources across San Mateo County.

4. Transportation Programs

4.1. Used EV Rebate Program

Background: Launched in March 2019, the Used EV Rebate Program (formerly referred to as "DriveForward Electric") provides an incentive up to $4,000 for the purchase of used plug-in hybrid electric vehicles (PHEVs) and full battery electric vehicles (BEVs) to income-qualified San Mateo County residents (those making 400% of the Federal Poverty Level or less). The incentives may be combined with other state-funded income-qualified EV incentive programs. In October 2020, the Board approved expanding the program to offer used EV incentives to all San Mateo County residents, while maintaining the increased incentives for income-qualified residents. The program includes a $25,000 vehicle price cap and local dealership network with point-of-sale rebate. In February 2021, Peninsula Clean Energy executed a competitively bid contract with GRID Alternatives ("GRID") to administer the expanded program. The 'old' program incentivized 105 rebates from March 2019 through August 2021. In August 2021, the program was officially re-launched.

Status: Since the re-launch of the program, 55 rebates have been provided under the new program, bringing the total number of rebates issued since program inception in March 2019 to 160. Of the 160, 133 are for income-qualified residents at the higher rebate level and 27 are for non-income-qualified residents at the lower rebate level. Additionally, 150+ customers are actively in the pipeline (customers must apply prior to purchase). Because vehicle supplies are extremely tight due to global supply chain issues in the market currently and pricing is high, staff will be making some temporary modifications to the program to adjust to market conditions. In 2021, average used vehicle prices were 30% higher than 2020, and 40-50% higher than pre-pandemic levels. In 2021, the average used vehicle price in the U.S. was $28,000.

As a result, staff made the following changes, which took effect March 17, 2022:

Current	Change
To be eligible for rebate, vehicle purchase price (before rebates) cannot exceed $25,000.	Increase price cap from $25,000 to $35,000

Current incentive levels are as follows:
• All residents: $700 PHEV, $1,000 BEV
• Income-qualifying residents
  • If they combine Peninsula Clean Energy incentive with other EV incentive programs: $1,700 PHEV, $2,000 BEV
  • If they do not combine Peninsula Clean Energy incentive with any other EV incentive program: $3,700 PHEV, $4,000 BEV
	Increase incentive by $2,000 for income-qualifying residents.
	
	New incentive levels would be as follows:
	• All residents: $700 PHEV, $1,000 BEV
	• Income-qualifying residents
	  • If they combine Peninsula Clean Energy incentive with other EV incentive programs: $2,700 PHEV, $4,000 BEV
	  • If they do not combine Peninsula Clean Energy incentive with any other EV incentive program: $5,700 PHEV, $6,000 BEV

Staff will assess changes in 6 months and determine if to keep them or adjust them again. Lastly, these changes will not require any new budget allocation to the program and uptake in the program has been slower than expected and thus there are enough funds in the existing budget to support these changes.

Strategic Plan:

Goal 3 – Community Energy Programs

Objective A: Decarbonization Programs: Develop market momentum for electric transportation, and initiate the transition to clean energy buildings

- Key Tactic 1: Drive personal electrified transportation to majority adoption

Objective B: Community Benefits: Deliver tangible benefits throughout our diverse communities

- Key Tactic 1: Invest in programs that benefit underserved communities

4.2. "EV Ready" Charging Incentive Program (ongoing, no updates)

Background: In December 2018 the Board approved $16 million over four years for EV charging infrastructure incentives ($12 million), technical assistance ($2 million), workforce development ($1 million), and administrative costs ($1 million). Subsequent to authorization of funding, Peninsula Clean Energy successfully applied to the California Energy Commission (CEC) for the CEC to invest an additional $12 million in San Mateo County for EV charging infrastructure. Of Peninsula Clean Energy's $12 million in incentives, $8 million is administered through the CEC's California Electric Vehicle Incentive Project (CALeVIP) and $4 million under a dedicated, complementary Peninsula Clean Energy incentive fund. The dedicated Peninsula Clean Energy incentives address Level 1 charging, assigned parking in multi-family dwellings, affordable housing new construction, public agency new construction, and charging for resiliency purposes.

Status: The program is being significantly impacted by supply chain issues including contractor scheduling materials, and product supply and cost. This is resulting in installation delays. Staff is engaging directly with participating contractors to understand installation delay issues and IBEW 617 to explore solutions Peninsula Clean Energy's technical assistance and outreach is ongoing. Summary of program metrics is outlined in the table below (installed ports includes 13 L1 from 2020 pilot):

	Technical Assistance	
	Sites	Ports
# Sites in Technical Assistance	120	824
# Site Evaluations Delivered	63	1756

	PCE				CALEVIP			
	Sites	L1	L2	Incentives	Sites	L2	DCFC	Incentives
Applications Received	31	152	311	$1,107,500	-	-	-	-

Funds Reserved	18	85	111	$779,000	69	718	298	$1,486,500
CALeVIP Year 2 & 3	-	-	-	-	56	752	0	$3,666,500
Installed Ports	5	33	124	$324,480	4	63	0	$395,000

	Sites	L1	L2	DCFC	Incentives
Installed Ports - Gross Total	9	33	187	0	$719,480

Strategic Plan:

Goal 3 – Community Energy Programs

Objective A: Decarbonization Programs: Develop market momentum for electric transportation, and initiate the transition to clean energy buildings

- Key Tactic 1: Drive personal electrified transportation to majority adoption
- Key Tactic 5: Support local government initiatives to advance decarbonization

Objective B: Community Benefits: Deliver tangible benefits throughout our diverse communities

- Key Tactic 3: Support workforce development programs in the County

4.3. EV Ride & Drives / EV Rental Rebate

Background: In February 2019, the Board approved continuation of the EV Ride & Drive program over three years (2019-2021) following a 2018 pilot. It provides for community and corporate events in which community members can test drive a range of EVs. The program generated 19 events and 3,033 experiences since inception in 2018. Event surveys indicate that the ride and drive was the first EV experience for 64% of participants and 87% report an improved opinion of EVs. Trailing surveys 6 months or more after events have yielded a 33% response rate and 17% of respondents indicate they acquired an EV after the event. Due to the COVID-19 pandemic, ride & drive events have been paused. As a result, staff developed a suite of virtual EV engagement pilot programs that replaced the in-person ride & drive events. Staff evaluated these pilots in January 2021 and phased out some due to low uptake and to prioritize limited funding for the most successful programs – Virtual EV Forums & EV Rental Rebate. The Virtual EV Forums in partnership with large San Mateo County employers continued through the end of FY20-21. Four EV Forums were held. The EV Rental Rebate is all that currently remains.

Status: The EV Rental Rebate, which offers a rebate up to $200 on the rental of an EV, has issued 163 rebates as of March 31, 2022. Staff sent surveys to participants 6 months after the rental and of 34 respondents, 8 of them (8%) have purchased an EV since the rental. Most of the FY21-22 EV Ride & Drive/Engagement budget will be dedicated to the EV Rental Rebate. Staff has considered re-starting ride & drive events again this year, however the vehicle supply shortage also means dealership do not have cars available for ride & drive events and thus it is not feasible to re-start the program again at this time.

Staff will reassess restarting events in 2023 if vehicle inventory is not an issue at that point.

Strategic Plan:
Goal 3 – Community Energy Programs

Objective A: Decarbonization Programs: Develop market momentum for electric transportation, and initiate the transition to clean energy buildings
- Key Tactic 1: Drive personal electrified transportation towards majority adoption

4.4. E-Bikes for Everyone Rebate Program

Background: The Board initially approved the income-qualified E-Bikes Rebate program in July 2020 with a budget of $300,000 and approved an increase of an additional $300,000 in December 2022, bringing the total program budget to $600,000. The first phase of the program launched in May 2021 and sold out immediately and provided 276 rebates. The second phase will occur in spring 2022 and provide approximately 320 rebates. The program is available to residents with low to moderate incomes. Silicon Valley Bicycle Coalition is under contract to Peninsula Clean Energy as an outreach and promotional partner and local bike shops are under contract to provide the rebate as a point-of-sale discount to customers. Enrolled bike shops include Summit Bicycles, Mike's Bikes, Sports Basement, and RidePanda (as an online retail partner).

Status: The second round of the program is under development and will launch in spring 2022. The new round will include more targeted outreach and a lottery method for awarding incentives.

Strategic Plan:
Goal 3 – Community Energy Programs

Objective A: Decarbonization Programs: Develop market momentum for electric transportation, and initiate the transition to clean energy buildings
- Key Tactic 1: Drive personal electrified transportation to majority adoption

Objective B: Community Benefits: Deliver tangible benefits throughout our diverse communities
- Key Tactic 1: Invest in programs that benefit underserved communities

4.5. Municipal Fleet Program

Background: The Board approved the Municipal Fleet Program in November 2020. This program will run for three years with a total budget of $900,000 and is comprised of three components to help local agencies begin their fleet electrification efforts: hands-on technical assistance and resources, 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.

Status: Staff are finalizing the selection of a consulting team and expects the contract to be brought to the Board shortly for approval and for the program to become available by mid-2022.

Strategic Plan:

Goal 3 – Community Energy Programs

Objective A: Decarbonization Programs: Develop market momentum for electric transportation and initiate the transition to clean energy buildings

- Key Tactic 2: Bolster electrification of fleets and shared transportation
- Key Tactic 5: Support local government initiatives to advance decarbonization

Objective C: Innovation and Scale: Leverage leadership, innovation, and regulatory action for scaled impact

- Key Tactic 1: Identify, pilot, and develop innovative solutions for decarbonization

4.6. Transportation Pilots

Ride-Hail Electrification Pilot

Background: This pilot, approved by the Board in March 2020, is Peninsula Clean Energy's first program for the electrification of new mobility options. The project partners with Lyft and FlexDrive, its rental-car partner, to test strategies that encourage the adoption of all-electric vehicles in ride-hailing applications with up to 100 EVs. Because ride-hail vehicles drive much higher than average miles per year, each vehicle in this electrification pilot is expected to save over 2,000 gallons of gas and 20 tons of greenhouse gas emissions per year.

Status: The pilot formally kicked off in December 2020 and the 100-vehicle fleet has been put into service by Lyft within the past couple of weeks. Vehicles include a customer-facing placard that informs riders about the pilot and directs them to the PCE website for more information. PCE staff are finalizing specific data transfer logistics to evaluate performance.

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 secondphase 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. This was a limited pilot with approximately 10 vehicles. The system utilizes existing Connected Car Apps and allows Peninsula Clean Energy to manage EV charging via algorithms as a non-hardware-based approach to shift more

charging to occur during off-peak hours. The pilot is moving to Phase 2 intended for a larger set of 1,000 to 2,000 vehicles. In October of 2021, the Board approved a contract up to $220,000 with the University of California, Davis' 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. This collaboration has been ongoing.

Status: Staff released an RFP for the telematics-based platform for the Phase 2 pilot and are currently in contract negotiations. The contract for the recommended winner will be brought to the Board for approval in Q2 2022. A Technical Advisory Committee, consisting of staff from CEC, CPUC, CCAs, and NGOs,is also informing the pilot and held its first meeting mid-February.

Strategic Plan:

Goal 3 – Community Energy Programs

Community Benefits: Deliver tangible benefits throughout our diverse communities
Key Tactic 1: Invest in programs that benefit underserved communities

Innovation and Scale: Leverage leadership, innovation and regulatory action for scaled impact

Key Tactic 1. Identify, pilot, and develop innovative solutions for decarbonization
Pilot and scale EV load shaping programs to ensure that 50% of energy for EV charging takes places in non-peak hours

5. 2035 Decarbonization Feasibility and Plan

Background: In September 2021 the Board adopted a resolution accelerating its goal of reaching carbon neutrality from 2045 to 2035 as follows "Direct Peninsula Clean Energy to adopt a goal of 100% greenhouse gas free by 2035 and direct staff to return with a plan for achieving that goal."

Status: Subsequent to the Board action, a Board sub-committee was established including Chair DeGolia and directors Pine, Aalfs, Nash, Parmer-Lohan. Staff met with the sub-committee on December 16th and received approval for the project deliverables and schedule as follows:

Q1: Schedule, scope, market conditions analysis
Q2: Market & state influence, segment characterization & costs
Q3: Overall strategy, investment and capital strategy, marketing, roadmap
Sept. Retreat: Present draft analysis & plan
Q4: Confirm and align budget forecast and finalize plan

The final deliverable is to be a slide deck for the retreat and potentially a white paper to follow. In addition, Peninsula Clean Energy's primary scope for decarbonization was approved:

- Transportation: private passenger vehicles, local fleets, ride-hailing
- Buildings: single-family residential, office, small commercial

It is envisioned that Peninsula Clean Energy may engage beyond these segments on a limited basis.

- **Current Focus:** The two deliverables staff are working on at the moment are:
    - Market conditions – an outline of assumptions of the market conditions, and how those impact the scope of Peninsula Clean Energy's effort
    - Market segmentation – A detailed breakdown of building and vehicle stock in Peninsula Clean Energy's primary scope to understand the appropriate policymaking, targeting, and investment for different customers.

Strategic Plan:

Goal 3 – Community Energy Programs
Decarbonization Programs: Develop market momentum for electric transportation and initiate the transition to clean energy buildings

Innovation and Scale: Leverage leadership, innovation and regulatory action for scaled impact

Key Tactic 1. Identify, pilot, and develop innovative solutions for decarbonization
Develop strategy for supporting decarbonization by 2035 (updated 2022)

PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: April 15, 2022
BOARD MEETING DATE: April 28, 2022
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer

SUBJECT: Energy Supply Procurement Report – April 2022

BACKGROUND
This memo summarizes energy procurement agreements entered into by the Chief Executive Officer since the last regular Board meeting in March. This summary is provided to the Board for information purposes only.

DISCUSSION

Execution Month	Purpose	Counterparty	Term
April	Sale of Resource Adequacy	City of Santa Clara, dba Silicon Valley Power	1 Month
March	Purchase of Energy Hedge	TransAlta Energy Marketing (U.S.) Inc.	9 Months
March	Purchase of Energy Hedge	Morgan Stanley Capital Group Inc.	6 Months
March	Sale of Resource Adequacy Import Allocation Rights	Southern California Edison Company	1 Month
March	Purchase of Carbon Free Energy	Shell Energy North America (US) LP	2 Years
March	Amendment to Power Purchase Agreement	Arica Solar, LLC,	15 Years
April	Amendment to Power Purchase Agreement	Buena Vista Energy, LLC	5 Years
April	Amendment to Power Purchase Agreement	Chaparral Solar, LLC	15 Years
April	Amendment to Edison Electric Institute Master Power Purchase and Sale Agreement	Geysers Power Company, LLC	10 Years

April	Amendment to Power Purchase Agreement	Mega Renewables – Bidwell Ditch	17 Years
April	Amendment to Power Purchase Agreement	Hydro Partners - Clover	15 Years
April	Amendment to Power Purchase Agreement	Mega Renewables – Hatchet Creek	20 Years
April	Amendment to Power Purchase Agreement	Mega Renewables – Roaring Creek	17 Years
April	Amendment to Power Purchase Agreement	RE Mustang Two Whirlaway LLC	15 Years
April	Amendment to Confirmation dated 12/13/2016	NRG Power Marketing LLC	10 Years
April	Amendment to Power Purchase and Sale Confirmation Agreement	Shell Energy North America (US), L.P.,	8 Years
March	Amendment to Power Purchase Agreement	Shiloh I Wind Project LLC (2017)	5 Years
March	Amendment to Power Purchase Agreement	Shiloh I Wind Project LLC (2020)	5 Years
April	Amendment to Power Purchase Agreement	Sky River Wind, LLC	20 Years
April	Amendment to Power Purchase Agreement	Wright Solar Park LLC	25 Years
April	Amendment to Power Purchase Agreement	Gonzaga Ridge Wind Farm, LLC	15 years

In January 2020, the Board approved the following Policy Number 15 – Energy Supply Procurement Authority.

Policy: "Energy Procurement" shall mean all contracting for energy and energy-related products for PCE, including but not limited to products related to electricity, capacity, energy efficiency, distributed energy resources, demand response, and storage. In Energy Procurement, Peninsula Clean Energy Authority will procure according to the following guidelines:

1) **Short-Term Agreements:**
    a. Chief Executive Officer 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. Chief Executive Officer 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.

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

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.

2) **Medium-Term Agreements:** Chief Executive Officer, 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**: Chief Executive Officer, 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.

STRATEGIC PLAN

The contracts executed in November support the Power Resources Objective A for Low Cost and Stable Power: Develop and implement power supply strategies to procure low-cost, reliable power.

California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | cacommunitypower.org

TO: CC Power Board of Directors **DATE:** 4/20/2022
FROM: Tim Haines – Interim General Manager
SUBJECT: **Report on CC Power Board of Directors Meeting – April 20, 2022**

The CC Power Board of Directors held its regularly scheduled meeting on Wednesday, April 20, 2022, 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: https://cacommunitypower.org

Highlights of the meeting included the following:

- **Matters subsequent to posting the Agenda.** None.

- **Public Comment.** None.

- **Consent Calendar** - The Board unanimously approved the following items:
  - Minutes of the Regular Board Meeting held on March 16, 2022
  - Resolution 22-04-01 Reconsideration Determination that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the Proclaimed State of Emergency

- **General Manager's Report.**
  - **Update on LDS/FCR Projects**: Interim GM Haines encouraged the Board to remail engaged with their POC representatives as Long Duration Storage contracts are being executed and Firm Clean Resource agreements are being finalized.
  - **Update on FPPC Conflict of Interest Code**: Interim GM Haines informed the Board that CC Power General Counsel is reviewing FPPC feedback to the proposed code and expects to have a 45-day public review version available at the next Board meeting.

- **Resolution 22-04-02 Approval of CC Power Conflict of Interest Code and Authorizing the Initiation of Procedures for Adopting the Code by Written Comment Period**: General Counsel Iles presented the Fair Political Practices Commission Conflict of Interest Code. The Board approved the resolution.

- **Individual Member Items**

COMMONLY USED ACRONYMS AND KEY TERMS

AB xx – Assembly Bill xx
ALJ – Administrative Law Judge
AMP- Arrears Management Plans
AQM – Air Quality Management
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)
CCP – Community Choice Programs
CEC – California Energy Commission
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
DA – Direct Access
DAC-GT - Disadvantaged Communities Green Tariff
DER – Distributed Energy Resources
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
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
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
IDER – Integrated Distributed Energy Resources
IOU – Investor-Owned Utility (e.g. PG&E, SCE, SDG&E)
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)
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
MW – Megawatt (Power) = 1000 kW
MWh – Megawatt-hour (Energy) = 1000 kWh
MUD – Multi-unit Dwelling
NBCs – non-bypassable charges
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
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)

PCE – Peninsula Clean Energy Authority
PCIA – Power Charge Indifference Adjustment
PCL – Power Content Label
PLA – Project Labor Agreement
POU – Publicly Owned Utility
PPA – Power Purchase Agreement
PPSA – Project Participation Share Agreement (CC Power)
PSPS – Public Safety Power Shutoff
PV – Photovoltaics (solar panels)
RA – Resource Adequacy
RE – Renewable Energy
REC – Renewable Energy Credit/Certificate
RICAPS - Regionally Integrated Climate Action Planning Suite
RPS – California Renewable Portfolio Standard
SB xx – Senate Bill xx
SCP – Sonoma Clean Power
SJCE – San Jose Clean Energy
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
TEF – Transportation Electrification Framework (CPUC Proceeding)
TNCs – Transportation Network Companies (ridesharing companies)
TOB – Tariff on Bill
TOU RATES – Time of Use Rates
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