

**Executive Committee of the
Peninsula Clean Energy Authority (PCEA)
AGENDA**

Monday, April 13, 2026

10:00 am

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

In-Person Meeting Location:

PCEA Lobby, **2075 Woodside Road, Redwood City, CA 94061**
1601 Bayshore Highway, Suite 240, Burlingame, CA 94010

Zoom, Virtual Meeting Link: <https://pencleanenergy.zoom.us/j/83252507093>

Meeting ID: 832-5250-7093 **Passcode:** 2075 **Phone:** +1 (669) 444-9171

This meeting of the Peninsula Clean Energy Executive Committee will be held at the Peninsula Clean Energy Lobby: 2075 Woodside Road, Redwood City, CA 94061 and by teleconference pursuant to the Ralph M. Brown Act, CA Gov't Code. Section 54950, et seq. Members of the Committee should reach out to General Counsel, Jennifer Stalzer, with questions or accommodation information (jstalzer@peninsulacleanenergy.com). For information regarding how to participate in the meeting remotely, please refer to the instructions at the end of the agenda. In addition, a video broadcast of the meeting can be viewed at <https://www.peninsulacleanenergy.com/meetings-events> following the meeting.

Public Participation

The PCEA Executive Committee meeting may be accessed through Zoom online at <https://pencleanenergy.zoom.us/j/83252507093>. The meeting ID is: 832 5250 7093 and the passcode is: 2075. The meeting may also be accessed via telephone by dialing +1(669) 444-9171. Enter the webinar ID: 832 5250 7093, then press #. (Find your local number: <https://pencleanenergy.zoom.us/u/kTIH1Ocod>). Peninsula Clean Energy uses best efforts to ensure audio and visual clarity and connectivity. However, it cannot guarantee the connection quality.

Members of the public can also attend this meeting physically at the **Peninsula Clean Energy Lobby** at 2075 Woodside Road, Redwood City, CA 94061.

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

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

Please note that Peninsula Clean Energy Executive Committee meetings are a limited public forum, and all public comment must relate to something that is within the subject matter jurisdiction of the

Committee. If comments do not relate to the subject matter jurisdiction of the Committee, we will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the subject matter jurisdiction of the Committee.

ADA Requests

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

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

CALL TO ORDER / ROLL CALL

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 Committee are customarily limited to two minutes per speaker. The Committee Chair may increase or decrease the time allotted to each speaker.

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. [Approval of Minutes from the March 9, 2026 Executive Committee Meeting](#)

REGULAR AGENDA

2. Chair Report (Discussion)
3. CEO Report (Discussion)
4. [Provide Direction on WestLight Energy Visual Identity and Brand Expression \(Discussion\)](#)
5. [Recommend that the Board of Directors Approve an Agreement with the Association for Energy Affordability for the Equitable Building Decarbonization Program for a Total Not-to-Exceed Amount of \\$2,412,000 Inclusive of \\$1,440,000 to Serve Single-Family Homes and \\$972,000 to Serve Multi-Family Homes \(Action\)](#)
6. [Update on Peninsula Clean Energy's Enterprise Risk Management Program, Key Risks and Mitigations \(Discussion\)](#)
7. Committee Members' Reports (Discussion)

CLOSED SESSION

The Executive Committee will adjourn to closed session to consider the following items at the end of the agenda, or at any time during the meeting as time permits. At the conclusion of closed session, the committee will reconvene in open session to report on any actions taken for which a report is required by law.

8. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOV'T CODE SEC. § 54957(b)(4)
Title: Chief Executive Officer

9. Reconvene Open Session (If Necessary) To Report Any Action(s) Taken During Closed Session

ADJOURNMENT

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

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

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

Options for Joining

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

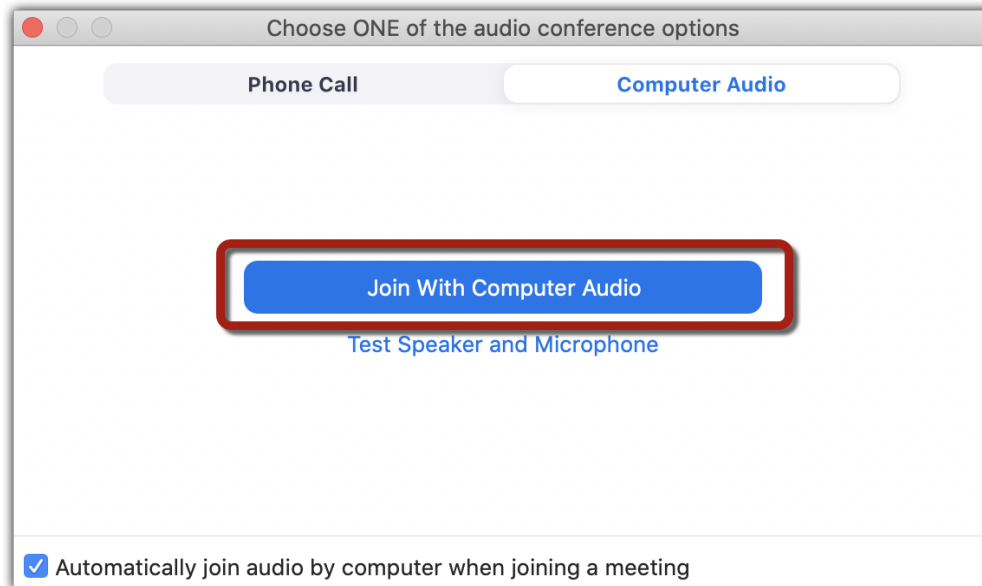
Videoconference Options:

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

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

Option 1 Videoconference with Computer Audio:

- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/83252507093>
- The Zoom application will open on its own or you will be instructed to open Zoom.
- After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Computer Audio option at the top of the pop-up screen.



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

Option 2 Videoconference with Phone Call Audio

- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/83252507093>
- The Zoom Application will open on its own or you will be instructed to Open Zoom.

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

Choose ONE of the audio conference options

Phone Call Computer Audio - Connected

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Meeting ID 857 8570 3368

Participant ID

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- Please dial +1 (669) 444-9171.
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- After a few seconds, your phone audio should be connected to the Zoom application on your computer.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Audio Only Options:

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

Option 3: Calling in via Telephone/Landline:

- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **832-5250-7093 followed by #.**
- You will be instructed to enter your **Participant ID** followed by #. If you do not have a participant ID or do not know it, you can press # to stay on the line.
- You will be instructed to enter the meeting passcode **2075 followed by #.**



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 3, 2026
MEETING DATE: April 13, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Executive Committee
FROM: Nelly Wogberg, Board Clerk
SUBJECT: Approval of Minutes from the March 9, 2026 Executive Committee Meeting

RECOMMENDATION

Approval of Minutes from the March 9, 2026 Executive Committee Meeting.

ATTACHMENTS:

[03-09-2026 EC Draft Minutes.pdf](#)



Regular Meeting of the Executive Committee of the Peninsula Clean Energy Authority (PCEA) Minutes

Monday, March 9, 2026
10:00 a.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 10:02 a.m. in virtual teleconference and in the Peninsula Clean Energy Authority lobby.

ROLL CALL [YouTube](#)

Participating:

Rick DeGolia, Atherton,
Coleen Mackin, Brisbane
Donna Colson, Burlingame
Leslie Ragsdale, Hillsborough, *Vice Chair*
Betsy Nash, Menlo Park
Anders Fung, Millbrae
Marty Medina, San Bruno, *Chair*

Absent:

John Dugan, San Carlos

A quorum was established.

PUBLIC COMMENT

None

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS [YouTube](#)

Public Comment: None

MOTION: Director Fung moved, seconded by Director Mackin to set the Agenda and approve Agenda Item Number 1.

1. Approval of the Minutes for the January 12, 2026 Executive Committee Meeting.

MOTION PASSED: 7-0 (Absent: San Carlos)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
Atherton	Director DeGolia	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Hillsborough	Director Ragsdale	X			

Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
	Totals	7			1

REGULAR AGENDA

2. [Chair Report](#) [YouTube](#)

Chair Medina shared that he attended the ribbon cutting of the San Mateo Community College District Sustainability Hub with Director Loraine.

3. [CEO Report](#) [YouTube](#)

Shawn Marshall, Chief Executive Officer, reported on recent activities, including the Q1 All-Staff meeting, the SMCCCD ribbon-cutting ceremony, and the inaugural Community Feedback Forum. She also shared upcoming events, including the CalCCA Conference on May 12 and planning efforts for the 10-year anniversary.

4. [Executive Committee Approval of Remote Meetings Pursuant to Senate Bill \(SB\) 707 and Discussion of In-Person Meeting Cadence for 2026 \(Action\)](#) [YouTube](#)

Jennifer Stalzer, General Counsel, gave a presentation on the updates to remote meetings pursuant to SB 707.

Public Comment: None

MOTION: Director DeGolia moved, seconded by Director Fung to Approve Remote Meetings Pursuant to Senate Bill (SB) 707.

MOTION PASSED: 7-0 (Absent: San Carlos)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
Atherton	Director DeGolia	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Hillsborough	Director Ragsdale	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
	Totals	7			1

The Committee gave direction to proceed with a regular in-person meeting cadence but allowing the flexibility to appear remotely pursuant to SB 707.

5. [Budget Process Update \(Discussion\)](#) [YouTube](#)

Nick Bijur, Chief Financial Officer, gave a presentation on the upcoming budget process.

Public Comment: None

6. [Update on New Office Space at 400 S. El Camino Real in San Mateo \(Discussion\)](#) YouTube

Nick Bijur, Chief Financial Officer, and Nelly Wogberg, Office Manager, gave a presentation on the upcoming move to 400 S. El Camino Real.

Public Comment: None

7. [Advancing the Customer-Focused Approach: Voice of Customer Framework \(Discussion\)](#) YouTube

Kirsten Andrews-Schwind, Associate Director of Community Relations, gave a presentation on the Voice of Customer framework. Gwen Rose, Director of Marketing and Community Relations, answered questions from the Committee.

Public Comment: None

8. [WestLight Energy Transition and Brand Development Update \(Discussion\)](#) YouTube

Gwen Rose, Director of Marketing and Community Relations, and Kerstine Grune, Associate Director of Marketing, gave a presentation with an update on the brand identity and transition to new name, WestLight Energy. Kirsten Andrews-Schwind, Associate Director of Community Relations, answered questions from the Committee.

Public Comment: None

9. Committee Members' Reports

None

ADJOURNMENT

Meeting was adjourned at 12:03 p.m.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 31, 2026
MEETING DATE: April 13, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Kerstin Grune, Associate Director of Marketing

SUBJECT: Provide Direction on WestLight Energy Visual Identity and Brand Expression (Discussion)

RECOMMENDATION

Provide feedback and direction on the recommended visual identity approach and related brand expression elements of WestLight Energy.

BACKGROUND

As part of the WestLight Energy rebrand, Peninsula Clean Energy engaged Owen Jones & Partners, LTD to lead development of the brand identity, including visual system, messaging framework, and tagline.

As previously discussed, the rebrand is being developed through a structured process that includes defining brand experience goals, audience strategy, messaging, and visual expression. This work is intended to ensure that the WestLight Energy brand reflects the agency's mission, reinforces customer trust, and supports long-term brand awareness and engagement.

The Executive Committee received an initial overview of this approach in March. This memo and the accompanying presentation at the Executive Committee meeting provides a progress update focused on brand expression and visual identity.

DISCUSSION

The primary Marketing objectives in 2026 are to:

- Ensure a clear, low-confusion transition for customers, partners, and stakeholders during the rebrand to WestLight Energy
- Build awareness, trust, and continuity across all customer-facing channels
- Celebrate 10 years of impact, community benefit, and clean energy leadership
- Support ongoing program participation, community engagement, and earned media visibility throughout the year

Marketing activities in 2026 will generally fall into the following areas:

- Brand identity development and transition support
- Campaign development and paid media
- Community outreach and anniversary events
- Media relations and storytelling

These workstreams are interconnected but intentionally phased.

Transition Overview

The rebrand to WestLight Energy will be implemented through a phased transition designed to prioritize customer clarity and operational readiness. Early phases focus on establishing and finalizing the core visual identity and brand system, led by Owen.

Timing and sequencing are dependent on several external and internal factors (e.g., PG&E billing, website readiness). The initial customer-facing rollout will emphasize a “soft launch” approach that introduces the new name and identity clearly while minimizing disruption or confusion.

Brand Identity

Brand development has progressed through several stages, including refinement of experience goals, messaging strategy, and exploration of visual identity directions.

As part of this process, staff, the Marketing Working Group, and Owen explored multiple visual identity directions and tagline options. Based on this work, staff are bringing forward:

- A recommended visual identity direction, informed by brand strategy, audience considerations, and differentiation within the market
- A proposed tagline, reflecting the overall direction of the brand messaging and supported by additional “hero” language that emphasizes clean energy, community impact, and PCE’s mission

The presentation will provide additional context on the range of options explored, including how different approaches were evaluated and how the recommended direction is intended to balance clarity, differentiation, and long-term flexibility.

At this stage, staff are seeking targeted feedback from the Executive Committee on specific elements of the visual identity system, including:

- Overall reactions to the recommended visual direction and rationale
- Preferences related to typographic approach (e.g., lowercase vs. camel case)
- Considerations related to color palette
- Whether there is interest in refining or selectively combining elements across explored directions

The intent is to gather input on key design elements and surface any remaining questions prior to finalizing the visual identity system at the April 23 Board meeting. Following Executive Committee input, staff and Owen will refine the visual identity and brand expression elements and meet again with the marketing working group. An updated (and hopefully final) direction/recommendation will be presented at the April 23 Board meeting, with delivery of the finalized brand system anticipated by May 1.

Timing Dependencies

The timing and scope of 2026 marketing efforts are dependent on finalization of the brand identity and messaging, as well as alignment with key transition milestones, including system readiness and coordinated rollout sequencing. The first major roll out of the WestLight branding is anticipated at the statewide Cal-CCA conference on May 13, 2026.

FISCAL IMPACT

The development of the WestLight Energy brand identity, including visual system, messaging framework, and tagline, is estimated at approximately \$85,000. This work is supported through an existing contract with Owen Jones & Partners, which covers brand identity and website development and is included in the FY26 budget.

STRATEGIC PLAN

The WestLight Energy rebrand advances the 2026–2030 Strategic Plan by strengthening brand clarity, customer trust, and public awareness in support of the Customer-Focused Approach. These efforts help position WestLight Energy as we enter the next decade with strengthened credibility, visibility, and community partnerships.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 6, 2026

MEETING DATE: April 13, 2026

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Jana Kopyciok-Lande, Director of Innovation Strategy

SUBJECT: Recommend that the Board of Directors Approve an Agreement with the Association for Energy Affordability for the Equitable Building Decarbonization Program for a Total Not-to-Exceed Amount of \$2,412,000 Inclusive of \$1,440,000 to Serve Single-Family Homes and \$972,000 to Serve Multi-Family Homes (Action)

RECOMMENDATION

Recommend that the Board of Directors delegate authority to the Chief Executive Officer (CEO) to execute an agreement with the Association for Energy Affordability (AEA) for the Equitable Building Decarbonization (EBD) Program with a term through November 2029 and a total not to exceed amount of \$2,412,000 inclusive of \$1,440,000 to serve single-family homes and \$972,000 to serve multi-family homes.

BACKGROUND

Peninsula Clean Energy's mission is to provide affordable, clean electricity and advance local solutions that lower costs, reduce pollution, and strengthen community resilience. In 2018, PCE initiated customer and community programs, which have been developed within three major pillars: Building decarbonization, transportation decarbonization and distributed energy resources (DERs). In 2024, PCE created an Innovation Strategy (IS) department with the goal of pursuing advanced energy initiatives that support and grow PCE's customer programs. One of the core goals of the IS department is to identify sources for revenue diversification for PCE's energy programs. In pursuit of this goal, the Innovation Strategy department has applied for public funding opportunities that can support and broaden PCE's programmatic goals. One such funding opportunity is the EBD program.

Assembly Bill (AB) 209 (September 2022) directs the California Energy Commission (CEC) to develop and implement the EBD Program with a statewide budget of approximately \$567 million. The primary goals of the program are to accelerate deployment of low-carbon building technologies, reduce greenhouse gas emissions from existing buildings, and advance energy equity.

The EBD Direct Install (DI) Program provides electrification measures for low-income

households in under-resourced communities and is implemented in three regions – Northern, Central and Southern California. In the spring of 2024, the CEC ran a grant funding opportunity (CEC GFO-23-404) to identify program administrators for each of the three regions. PCE partnered with two lead applicants in this GFO – AEA for the Northern California region (which covers San Mateo County) and the Center for Sustainable Energy (CSE) for the Central California region (which covers Los Banos). Both applicants were successful under the GFO and were selected as a “Regional Administrator” for the EBD. Hence, PCE is now collaborating with both partner agencies in the implementation of the EBD program.

PCE’s intent in partnering with lead applicants on the EBD GFO was to bring EBD funding into PCE’s service area. The EBD DI program is initially being implemented only in select areas of the state (so called “Initial Community Focus Areas”). PCE advocated with the lead applicants to focus on PCE’s service area and was successful in assigning East Palo Alto as an Initial Community Focus Areas in the Northern California region and Los Banos as an Initial Community Focus Area in the Central California region. These two areas were identified as under-resourced communities per the definition of the CEC-- where customers are faced with higher-than-average energy burdens, high levels of ambient air pollution, and being underserved by existing programs (among other factors). The intent of the EBD program is to eventually roll out to other areas of the state as well. However, no specific timeline or funding allocation has been set to date.

Following the selection as winning bidders under the CEC GFO, PCE began engaging with the lead applicants in formalizing the collaboration on the EBD program. At this time, PCE staff is bringing the proposed contract with AEA for the Initial Community Focus Area in East Palo Alto to the Executive Committee for recommended approval by the Board at its April meeting. The rollout of the EBD program in Los Banos with the Center for Sustainability Energy is slated for Q4 2026. A contract with CSE will be brought to the Executive Committee and the Board at that time.

DISCUSSION

The contract with AEA has a term through November 2029 and describes the scope of work, as well as the roles and responsibilities of both AEA and PCE in the implementation of the EBD program in East Palo Alto (“EPA EBD Program”).

Scope of Work

PCE and AEA plan on serving up to 100 single-family homes and up to 90 multi-family units with whole-home electrification retrofits under the EPA EBD Program. The customer eligibility requirements are set by the statewide EBD program and focus on low-income customers (i.e., income at or below 80% of the area median income (AMI) in under-resourced communities). Participating customers will be offered whole-home electrification at no cost to the customer. It is the goal of the program to electrify at least two, but preferably all four, end uses in a home (space heating, water heating, cooking and clothes drying). In addition to the electrification measures, the EBD program also offers basic energy efficiency (EE) upgrades and related home remediation upgrades (e.g., electrical panel upgrades).

Roles and Responsibilities

AEA is the Regional Administrator for the EBD DI program in Northern California and oversees the implementation of the program in all Initial Community Focus Areas. In that role, AEA

manages all EBD implementation partners, vendors, and contractors who in turn handle customer enrollment and management, as well as contractor management. Importantly, PCE is not involved in the administration or implementation of the EPA EBD Program. The AEA conducted a competitive procurement in Q4 of 2025 for installation contractor services that included East Palo Alto as a specified service territory.

PCE's role is to provide co-funding for the EPA EBD program to further scale the reach of the program in East Palo Alto. PCE will co-fund 30% of total project costs after incentives from other sources have been considered. In doing so, EBD funds can stretch further in East Palo Alto, allowing more customers to take advantage of the complimentary program offering. In addition, PCE can integrate the load-modification resources (such as heat pump water heaters (HPWHs) and smart control thermostats (SCT) installed under the EPA EBD Program under its Distributed Energy Resource Management System (DERMS). *Importantly, EBD funding in EPA allows PCE's existing Home Upgrade Program funds to be maximized in order to achieve three times the results with the same amount of PCE ratepayer funding.*

FISCAL IMPACT

AEA is planning on serving up to 100 single-family customers and up to 90 multi-family units under the EPA EBD Program. Participating customers receive whole-home electrification measures at no cost at an estimated value of up to \$8.04 million across the EPA EBD Program. Assuming no incentives from other sources, the EBD program (via AEA) contributes 70% of those costs (\$5.628 million) while PCE contributes 30% (\$2.412 million).

PCE is requesting that the Executive Committee recommend approval of the following not-to-exceed budgets to the Board to co-fund the customer incentives under the EPA EBD Program:

- Single-family: **\$1,440,000** (up to 100 single-family homes with forecasted project costs of \$40,000 per home and a 20% buffer)
- Multi-family: **\$972,000** (up to 90 multi-family units with forecasted project costs of \$30,000 per unit and a 20% buffer)

The total NTE budget under the contract is **\$2,412,000**.

PCE will not be reimbursed for administrative expenses related to the program.

STRATEGIC PLAN

The EPA EBD Program supports the following elements of the PCE 2026 – 2030 Strategic Plan:

- **Strategic Priority: Equity Programs**
 - Goal: Secure at least \$20 million in external grant funding to design, launch and grow Equity-focused energy programs that deliver direct benefits to vulnerable customers and communities.

ATTACHMENTS:

[Contract_EBD_PCE-AEA_2026-4-10.pdf](#)

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND ASSOCIATION FOR ENERGY AFFORDABILITY

This Agreement is entered into this [day] day of [month], [year], by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and the Association for Energy Affordability (AEA), hereinafter called "Contractor".

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of collaboration on the Equitable Building Decarbonization (EBD) program.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed \$2,412,000. In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the date of execution through November 13, 2029.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief Executive Officer of the PCEA or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Relationship of Parties

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

7. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. Construction Indemnification

To the fullest extent permitted by California law, including without limitation California Civil Code Section 2782, Contractor shall also indemnify, defend, and hold harmless PCEA its officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees), but only to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, or the acts or omissions of its subcontractors, suppliers, or anyone directly or indirectly employed by them or for whose acts they may be liable, in connection with:

- i. The design, construction, installation, or completion of the project;
- ii. Defects in workmanship, materials, or construction.
- iii. Personal injury, death, or property damage occurring in connection with the construction activities; and
- iv. Any failure to comply with applicable laws, codes, regulations, permits, or approvals.

8. No Control or Responsibility.

The parties expressly acknowledge and agree that PCE is providing financial support only and shall have no control over, and shall not be responsible for, the design, engineering, construction means, methods, techniques, sequences, procedures, safety programs, supervision, or coordination of the work, nor for the selection or oversight of contractors or subcontractors. No review, approval, inspection, or monitoring by PCE, or

its receipt of reports or updates, shall be deemed to create or imply any such control or responsibility.

This indemnification obligation shall apply regardless of the fact that PCE is contributing up to thirty percent (30%) of the improvements, and such financial contribution shall not be construed to impose any construction-related liability or duty.

Limitations: This Section shall not be construed to require Contractor to indemnify or defend any Indemnified Party for claims arising from the sole or active negligence, or willful misconduct, of that Indemnified Party, to the extent such indemnification is prohibited by California law.

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). 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. 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 (Yes, if motor vehicle is used in performing services)	\$1,000,000
Yes	Professional Liability Insurance (Yes, if Contractor is a licensed professional)	\$1,000,000

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a)

the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

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. Contractor's equal employment policies shall be made available to PCEA upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Employee Benefits

With respect to the provision of benefits to its employees, Contractor shall ensure that employee benefits provided to employees with domestic partners are the same as those provided to employees with spouses.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

15. Confidential Information

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term "Confidential Information" includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant

to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov't Code Section 7920.000, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

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

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA's exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts, notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor's off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor's option. The obligations of this provision will survive termination or expiration of this Agreement.

16. Data Security

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA's express written consent. For purposes of this provision, security procedures are "reasonable and appropriate" when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and government rules or directives applicable to the Contractor in connection with its access of Personal Information.

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 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 email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

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

In the case of Contractor, to:

Name/Title: Andrew Brooks, Managing Director
Address: 5900 Hollis St. Suite R2, Emeryville, CA 94608
Telephone: 510-431-1791
Email: abrooks@aeacleanenergy.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.

* * *

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

PENINSULA CLEAN ENERGY AUTHORITY

By: _____

Shawn Marshall, Chief Executive Officer, Peninsula Clean Energy Authority

Date: _____

ASSOCIATION FOR ENERGY AFFORDABILITY

By: _____

Andrew Brooks, Managing Director, Association for Energy Affordability

Date: _____

Exhibit A

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

OVERVIEW AND CONTEXT

Peninsula Clean Energy (PCE) and the Association for Energy Affordability (AEA) are coordinating on the implementation of an “Initial Community Focus Area” in East Palo Alto under the Statewide Direct Install (DI) Program of the [Equitable Building Decarbonization \(EBD\)](#) program. AEA is the lead regional administrator (RA) of the EBD’s DI Program in the Northern California region. For the purposes of the Initial Community Focus Area in East Palo Alto, AEA will leverage funding from PCE’s Home Upgrade Services (HUS) direct-install program to further scale whole-home electrification in East Palo Alto.

[Equitable Building Decarbonization Program](#)

Assembly Bill (AB) 209 (September 2022) directs the California Energy Commission (CEC) to develop and implement the EBD Program with two core components– a direct install program and a statewide incentive program. The primary goals of the EBD Program are to accelerate deployment of low-carbon building technologies, reduce greenhouse gas emissions from existing buildings, and advance energy equity.

The EBD DI Program provides electrification measures for low-income households in under-resourced communities and is implemented in three regions – Northern, Central and Southern California. AEA, alongside other partners, was selected by the CEC via a competitive grant solicitation as the RA of the EBD DI Program in Northern California. As part of their grant application, AEA had proposed to leverage PCE’s existing HUS program to establish an “Initial Community Focus Area” under the EBD’s DI Program in East Palo Alto. An Initial Community Focus Area is defined as under-resourced communities that will be served in the initial phase of the EBD DI Program.

[PCE’s Home Upgrade Services Program](#)

PCE’s [Home Upgrade Services \(HUS\)](#) program offers various pathways for residential customers to electrify their homes. This includes a [direct-install program](#) that provides electrification upgrades to low-income, single-family households in San Mateo County and Los Banos in Merced County. PCE has been operating this direct-install program since 2021. In its first phase from 2021-2023, it served 305 households and installed 356 measures. In 2023, the PCE Board of Directors approved expanded funding for HUS, the majority of which is dedicated to the direct-install pathway. The goal is to

provide whole-home electrification for 575 income-qualified customers in PCE's service area by June 2027.

SCOPE OF WORK

Initial Community Focus Area

The city of East Palo Alto, located in San Mateo County in EBD's Northern Region, will serve as an Initial Community Focus Area under the EBD DI Program. East Palo Alto meets many of the criteria for Initial Community Focus Areas, e.g., likely bill savings, higher than average energy burdens, high levels of ambient air pollution, and being underserved by existing programs. PCE and AEA plan on serving up to 100 single-family homes and up to 90 multi-family units with whole-home electrification retrofits under the East Palo Alto EBD DI Program by November 13, 2029.

Eligible Customers

The East Palo Alto EBD DI Program will follow the community eligibility and household/property eligibility requirements of the EBD DI program for both single-family and multi-family customers. Multi-family customers are defined as properties with 5 or more units. The only additional requirement is that the customer must receive PCE generation service (for multi-family customers, the common area meter must receive PCE generation service).

Customer Offering

Under the East Palo Alto EBD DI Program, all participating customers will be offered whole-home electrification (i.e., all end uses in the home will be electrified), as well as basic energy efficiency (EE) upgrades and related home remediation upgrades (e.g., electrical panel upgrades). Whole-home electrification will be achieved by stacking incentive funds provided under the EBD, PCE's HUS, and other building decarbonization programs. The incentive stacking will occur on the backend - customers will not be aware of these complexities and will instead be offered one comprehensive program.

PCE and AEA will collaborate on the technical design approach for the electrification upgrades under the East Palo Alto EBD DI Program. The EBD Implementer will then conduct a home assessment for each participating customer which will establish the proposed scope of work and forecasted "Eligible Project Costs" of the project. Eligible Project Costs include:

1. Eligible electrification and EE measures per the [EBD DI Program guidelines](#); and

2. Eligible electrification and EE measures per the PCE HUS DI Program guidelines; and
3. Remediation and safety measures per the EBD DI and PCE HUS DI Program guidelines (with an average cost cap of \$6,000 as described in the EBD DI Program guidelines)

Eligible Project Costs only cover the costs incurred for the electrification project, as well as associated EE and home remediation upgrades. They do not include any costs incurred by the EBD Implementer or Regional Administrator (i.e., implementation or administration costs).

Customers will sign a Customer Participation Agreement that contains the terms and conditions for the EBD DI program, as well as the terms and conditions for co-funding through the PCE HUS program.

ROLES AND RESPONSIBILITIES

Association for Energy Affordability

AEA is the RA for the EBD DI Program in the Northern Region and oversees implementation of all Initial Community Focus Areas in Northern California. AEA will leverage the existing processes of the EBD DI Program to recruit, enroll and manage customers under the East Palo Alto EBD DI Program. AEA will also oversee and manage all EBD implementation partners, vendors and contractors. For customers, the program will be branded as the EBD DI Program, with co-branding by the PCE Home Upgrade Services program, as allowed by CEC.

Peninsula Clean Energy

PCE will provide co-funding for the East Palo Alto EBD DI Program to scale the reach of the program in East Palo Alto. PCE's roles and responsibilities include:

- Support the EBD program team with customer targeting as well as marketing and outreach activities as requested;
- Co-fund 30% of the Eligible Project Costs as further defined in Exhibit B.

To be able to justify expenditure under the East Palo Alto EBD DI Program, PCE will receive a Program Participation Report from AEA every other week, including but not limited to:

- Information about participating customers and their status in the EBD process;
- Measure details as well as forecasted and actual costs per project;
- Installation timeline, including project completion date
- Contractor information

Data provided for each project will depend on the status of the project within the EBD participation process. Measure and project costs, for example, will show as estimates for projects which have not passed the assessment phase, and as actual costs for projects which have reached completion.

In addition, PCE can integrate the load-modification resources (such as heat pump water heaters (HPWHs) and smart control thermostats (SCT) that control a heat pump HVAC system installed under the East Palo Alto EBD DI Program under its Distributed Energy Resource Management System (DERMS). Additional details regarding the load modification provisions are provided in the Customer Participation Agreement.

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:

Fee Structure

The PCE HUS funds will serve as a supplemental funding source for the EBD DI Program to scale home electrification in East Palo Alto. The scope of work and Eligible Project Costs for each project will be established via a home assessment and contractor work order and will be funded as follows:

1. The EBD Implementer will identify any other public funding sources that are available to cover a portion of the Eligible Project Costs such as TECH HEEHRA, TECH, California Energy Smart Homes, or Golden State;
2. PCE's HUS will cover 30% of the remaining Eligible Project Costs after other incentives have been considered;
3. The EBD DI Program will cover the remaining Eligible Project Costs of the whole-home electrification project.

For any single-family project where the Eligible Project Costs exceed \$40,000 and for multi-family projects where the Eligible Project Costs exceed \$30,000 per unit, PCE has the right to pre-approve the scope of work before PCE funding can be committed to the project.

Payment Process

Calculation of PCE's Co-Funding Share

PCE's co-funding share per project will be established based on the total Eligible Project Costs and incentives from other sources established in the work order to the contractor.

Cost Reporting by Stage

AEA will report PCE's co-funding share in the Program Participation Report at three stages:

- **Post-Assessment:** Estimated Eligible Project Costs are reported. No PCE funding committed at this stage, but costs are visible for planning purposes and for potential project auditing.

- **Work Order:** Eligible Project Costs and incentives from other sources are established and reported. PCE calculates and commits its 30% co-funding share based on these costs.
- **Complete:** Actual Eligible Project Costs and incentives from other sources are reported upon project completion. Any potential difference in Total Eligible Project Costs between the Work Order and the Complete stage (e.g., due to change orders) will be assumed by the EBD program. PCE's co-funding share will not be adjusted.

Invoicing

AEA will invoice PCE every two weeks, with each invoice reflecting PCE's 30% co-funding share of Eligible Project Costs minus incentives from other sources for all projects that reached the "Work Order" stage during that period.

Not-to-Exceed Budget

PCE will contribute 30% of total Eligible Project Costs (after considering other incentives) for both single-family and multi-family projects. The contract NTE is calculated as follows:

Single-family

- Total Eligible Project Costs for each project are forecasted at \$40,000 per project;
- This does not include incentives from other sources which may lower the per project costs;
- The EBD's goal is to serve up to 100 single-family homes in East Palo Alto;
- A buffer of 20% is added to the total to account for overages.

The NTE budget for single-family homes amounts to \$1,440,000 over the contract term.

Multi-family

- Total Eligible Project Costs are forecasted at \$30,000 per unit;
- This does not include incentives from other sources which may lower the per project costs;
- The EBD's goal is to serve up to 90 multi-family units in East Palo Alto;
- A buffer of 20% is added to the total to account for overages.

The NTE budget for multi-family homes amounts to \$972,000 over the contract term.

The total NTE budget under this contract is \$2,412,000.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 3, 2026

MEETING DATE: April 13, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Kelly Lew-Quintal, Risk Manager and Nicholas Bijur, Chief Financial Officer

SUBJECT: Update on Peninsula Clean Energy's Enterprise Risk Management Program, Key Risks and Mitigations (Discussion)

RECOMMENDATION

Discussion item only

BACKGROUND

Peninsula Clean Energy (PCE) is committed to ensuring that risks are managed efficiently and effectively while achieving PCE's goals. To that end, PCE recently implemented an Enterprise Risk Management (ERM) program, which is a comprehensive and structured framework for identifying, assessing, and managing potential risks across an organization. An ERM program, when implemented and managed correctly, helps companies understand and prioritize risks, enabling enhanced organizational performance.

In October 2025, staff provided the Executive Committee with an overview of PCE's ERM program, including a summary of the Top 10 Risks. Since then, PCE's Risk Manager has been working with each "Risk Owner" (i.e. internal staff lead) to further define and document the risks, including current risk mitigations in place and any potential additional mitigation that should be considered.

DISCUSSION

Following is a list of PCE's potential top 10 risks and the mitigations currently in place, in no particular order:

1. PCE rates are not competitive, which could lead to customer opt-outs
 - Mitigations in place
 - Detailed budgeting process that prioritizes cost management and enables rate discounts
 - Careful review of all long-term PPA costs prior to executing
 - Rate Stabilization Fund which supports and enables rate discounts
 - Maintaining PCE's value proposition beyond just price
2. Issues with customer payments and billing data

- Mitigations in place:
 - Calpine Community Energy validates and reconciles all transactions on behalf of PCE
 - Billing errors are caught early and corrected immediately
- 3. Cyber security
 - Mitigations in place:
 - Access management
 - Security monitoring
 - Patch and vulnerability management
 - Incident response and recovery
 - Employee awareness
 - Data protection
 - Vendor management
 - Governance and compliance
- 4. Energy procurement costs increase due to market changes and/or market dynamics
 - Mitigations in place:
 - Recently enhanced Energy Risk Policy that limits exposure to energy market volatility
 - Continued efforts to lock in new resources under long-term agreements
 - Active participation in regulatory and legislative processes
- 5. Non-compliance with energy market regulations, which could lead to fines or impact PCE's ability to provide service
 - Mitigations in place:
 - Stated organizational commitment and operations in place to achieve all compliance obligations
 - Engagement in regulatory and legislative arenas
 - Collaboration with CalCCA who advocates on behalf of the CCA community
- 6. Changes in the political environment (federal and/or state)
 - Mitigations in place:
 - Active lobbying, with priority focus on State efforts
 - Tracking and engagement in regulatory and legislative decisions and policies
 - Advocating with key partners and stakeholders
 - Coordination with peer CCAs to amplify influence and effectiveness
 - Active participation with CalCCA and Community Choice Energy Alliance (National CCA organization)
- 7. Key energy supplier or counterparty failure
 - Mitigations in place:
 - Rigorous RFP, vendor and project evaluation, and selection process
 - Counterparty credit review
 - Updated collateral requirements
- 8. Changes in laws or regulations that impact PCE operations
 - Mitigations in place:
 - Engagement in regulatory and legislative arenas
 - Collaboration with CalCCA who advocates on behalf of the CCA community
- 9. Misinformation or inaccurate data on public forums
 - Mitigations in place:
 - Active monitoring of social media platforms
 - Communication strategy with key partners and stakeholders
 - Legislative monitoring
 - Board and operational/staff transparency

10. Legal risk (contractual, labor, litigation, etc.)

◦ Mitigations in place:

- Hiring of a full-time, dedicated General Counsel
- Monitoring of active legal cases
- Enhanced customer dispute resolution process
- Legal review of vendor/counterparty contracts
- Standardized and documented processes
- Implemented new contract management system - IronClad

FISCAL IMPACT

While there is no immediate fiscal impact, implementation and management of an ERM program is intended to reduce the risk of financial, legal or reputational loss for PCE. It is possible that additional risk mitigation efforts could require incremental spending, in which case a determination to proceed will be made based on the costs and benefits of such activities.