



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, January 24, 2019
6:30 pm**

Peninsula Clean Energy, 2075 Woodside Road,
Redwood City, CA 94061

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Anne Bartoletti, Board Clerk, at least 2 working days before the meeting at abartoletti@peninsulacleanenergy.com. Notification in advance of the meeting will enable the PCEA to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.

If you wish to speak to the Board, please fill out a speaker's slip located on the tables as you enter the Board meeting room. If you have anything that you wish to be distributed to the Board and included in the official record, please hand it to a member of PCEA staff who will distribute the information to the Board members and other staff.

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

This item is reserved for persons wishing to address the Board on any PCEA-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda and/or Closed Session Agenda; 3) Chief Executive Officer's or Staff Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board are requested to complete a speaker's slip and provide it to PCEA staff. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board Chair.

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one action.

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 -- one case.
2. RECONVENE OPEN SESSION AND REPORT OUT OF CLOSED SESSION

REGULAR AGENDA

1. Chair Report (Discussion)
2. CEO Report (Discussion)
3. Citizens Advisory Committee Report (Discussion)
4. Approve Amended Contract of PCE Chief Executive Officer (Action)
5. Staff Report on the Role of the Citizens Advisory Committee (Discussion)
6. Presentation on Energy Storage and Batteries (Discussion)
7. Board Members' Reports (Discussion)

CONSENT AGENDA

8. Approval of the Minutes for the December 20, 2018 Meeting (Action)
9. Authorize Agreements Between the Peninsula Clean Energy Authority and Winston & Strawn LLP to Increase the Amount authorized to \$2,225,000 (Action)
10. Approve Contract with Peninsula Family Services (PFS) for Low-Income EV Incentive Program – \$500,000 (Action)
11. Approve Contract with TRC Advanced Energy for Reach Code Consultant – up to \$300,000 (Action)

12. Approve Revised Delegation of Authority Policy (Action)
13. Approve Revised Disbursement Policy (Action)
14. Approve Revised Policy on the Selection of the Chair and Vice Chair and Appointment to the Executive Committee and other standing Board Committees (Action)

INFORMATION ONLY REPORTS

15. Marketing and Outreach Report
16. Regulatory and Legislative Report
17. Local Programs Report

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Peninsula Clean Energy office, located at 2075 Woodside Road, Redwood City, CA 94061, for the purpose of making those public records available for inspection. The documents are also available on the PCEA's Internet Web site. The website is located at: <http://www.peninsulacleanenergy.com>.



**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: January 16, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority (PCE) Board of Directors
FROM: Jan Pepper, Chief Executive Officer
SUBJECT: CEO Report

REPORT:

PCE Staffing Update

We are actively recruiting for the Manager of Distributed Energy Resources Strategy and a Regulatory Analyst/Senior Regulatory Analyst. We have started phone screening interviews with the top candidates and will be conducting in-person interviews over the next couple of weeks.

Rates Update

As reported in the Legislative/Regulatory Update, the CPUC has pushed out the ERRRA decision on PG&E's rates for 2019. It is expected that PG&E's customer rates will change on March 1, 2019 at the earliest, and could possibly be delayed beyond that. PCE's rates for our customers will be adjusted within 2 weeks of the final determination of PG&E's rates.

EV Promotion

As reported in the Local Programs Update, PCE's incentives resulted in the sale or lease of 111 electric vehicles between October 1 and December 31, 2018. We will soon be launching the incentive program for low-income residents in San Mateo County.

Outreach in Merced County

PCE is working with a consultant in the Central Valley to facilitate meetings with local electeds and staff throughout Merced County to help educate about CCAs. Construction has now started on the Wright Solar Project, providing a great example of how CCAs can help provide good jobs for the local residents.



**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: January 11, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Kirsten Andrews-Schwind, Communications and Outreach Manager
SUBJECT: Staff Report on the PCE Citizens Advisory Committee (CAC)

BACKGROUND:

During the December 20, 2018 meeting the PCE Board of Directors requested a staff report on PCE's Citizens Advisory Committee (CAC), as background for new Board members as well as an update on discussions of the CAC's current role.

DISCUSSION:

History of the PCE Citizens Advisory Committee

Dedicated citizen volunteers played an integral role in the formation of the Peninsula Clean Energy Authority by educating key San Mateo County stakeholders about community choice energy and ensuring a smooth and successful launch. PCE's current Citizens Advisory Committee, formally launched as a Brown Act body in 2017, has roots in two previous committees with citizen volunteers. Many members of the current PCE Citizens Advisory Committee were involved in these previous efforts.

CCE Advisory Committee During PCE Formation

In 2015 the San Mateo County Office of Sustainability formed a "CCE Advisory Committee" with an inaugural meeting on May 28. The committee consisted of two representatives from the San Mateo County Board of Supervisors and one representative from each of the 20 cities in the county (a council member or a member of city staff). The County Office of Sustainability also

invited stakeholder organizations from throughout the County to appoint one representative each to the committee.

The stakeholder groups that were invited included Citizens Environmental Council of Burlingame, Chambers of Commerce, IBEW Local 1245, Menlo Spark, North Fair Oaks Community Council, Pacifica Climate Committee, Legal Aid Society of San Mateo County, SAMCAR, SAMCEDA, San Mateo Community Choice, Sierra Club Loma Prieta Chapter, San Mateo County Central Labor Council, Building and Construction Trades Council of San Mateo, San Mateo County School Boards Association, San Mateo County Special Districts Association, and San Mateo County League of Women Voters.

This committee reviewed general information about community choice energy as well as the specific feasibility study for San Mateo County. They also educated city councils and key stakeholders leading up to the unanimous County Supervisor and City Council votes to create and join the Peninsula Clean Energy Authority.

Upon legal creation of the Peninsula Clean Energy Authority in February 2016, many of the elected officials who had participated in this formative advisory committee were appointed by their City Councils or Board of Supervisors to formally represent these bodies on the organization's new Board of Directors.

Limited-Term Citizens Advisory Committee Leading up to Launch

On March 24, 2016, the newly formed PCE Board of Directors voted to form a Citizens Advisory Committee (CAC) “to provide recommendations on topics central to PCE’s implementation.”

Membership on the CAC was originally offered to the fifteen organizations that previously served on the PCE Advisory Committee, representing a diversity of stakeholder groups throughout San Mateo County. Of the fifteen, eleven organizations accepted seats on and appointed a representative to the CAC. These organizations were the Citizens Environmental Council of Burlingame; International Brotherhood of Electrical Workers, Local Chapter 1245 (IBEW 1245); Menlo Spark; Pacifica Climate Committee; San Mateo Community Choice; San Mateo County Association of Realtors; Sierra Club, Loma Prieta Chapter; San Mateo County Special Districts Associations; San Mateo County League of Women Voters; San Mateo County School Boards Association; and San Mateo County Economic Development Association (SAMCEDA).

The CAC held its inaugural meeting on May 5, 2016 and met monthly on the first Thursday of the month until PCE’s launch in October 2016.

Formation, Role, and Operations of Current PCE Citizens Advisory Committee

On February 23, 2017 the PCE Board of Directors passed a resolution creating a new Citizens Advisory Committee as a formal body subject to the Ralph M. Brown Act. This resolution described the role of the Citizens Advisory Committee with the following language:

- *The CAC shall act as a liaison to the community, in furtherance of PCE's mission.*
- *The CAC may provide input on both specific PCE Board agenda items as well as on PCE's general policy and operational objectives.*
- *The CAC may engage in outreach to the community, including encouraging ratepayers to opt up to ECO100 (PCE's 100% renewable energy product offering) and implement other carbon reducing practices.*
- *The CAC may assist with legislative advocacy.*
- *The CAC shall provide a forum for community discussions on a wide variety of strategies to reduce carbon emissions.*

The resolution established the following operational guidelines for the Citizens Advisory Committee:

- *The CAC shall be made up of 11 to 15 members drawn from the community and appointed by the PCE board. Although some members may be affiliated with a community group, such members would not formally represent that group on the CAC.*
- *CAC members shall be appointed by the PCE Board through an application process that shall include review and recommendation by an ad-hoc committee of the PCE Board. The PCE Board will seek to create a CAC whose membership represents geographically diverse areas of San Mateo County.*
- *The CAC members serve at the pleasure of the PCE Board and any member may be removed by a majority vote of the PCE Board.*
- *CAC members must either reside or be employed in San Mateo County, and should have relevant backgrounds or expertise related to the electricity field and/or community outreach and engagement. CAC members should have the capability to build connections to local communities to encourage adoption of ECO100 and other carbon reducing practices. CAC members must demonstrate and maintain a personal commitment of time and energy to attending CAC and PCE meetings and to helping the organization attain its full potential.*
- *The general term for CAC members shall be three years. However, initial CAC members shall be appointed for staggered terms of one year, two years, or three years. CAC members may serve no more than three terms.*

In March 2017 PCE released an application for CAC membership, which attracted robust interest. Fifteen applicants were recommended for appointment by an ad hoc committee of the PCE Board of Directors. The PCE Board of Directors accepted these recommendations and

formally appointed the new Citizen Advisory Committee members at its May 2017 meeting. The new CAC members were sworn in and held their first meeting in June 2017.

CAC Member Expertise and Contributions

PCE's Citizens Advisory Committee members bring a broad and deeply valuable mix of expertise, summarized in the roster posted on the PCE website at <https://www.peninsulacleanenergy.com/wp-content/uploads/2018/10/UPDATED-Citizens-Advisory-Committee-Roster-As-of-Oct-2018.pdf>. Members include environmental advocates, energy professionals, labor organizers, teachers and youth leaders, and other active community leaders. Their range of professional and personal experience is highly relevant to PCE policy, programs, and outreach. They bring perspectives from throughout the County, including from unincorporated areas. Many were involved in supporting PCE's launch through community education.

The CAC has made many recent contributions to PCE in the following areas, for example:

Community Outreach

- A majority of the CAC members have volunteered to staff PCE tables at multiple events, especially during the busy Earth Day season in April when staff capacity gets stretched. Former CAC member Liru Chin continues contributing her Chinese language skills to our community outreach even after she stepped off the committee.
- Diane Bailey educates residents about PCE year-round through Menlo Spark, contributing to Menlo Park having one of the lowest opt-out rates in the County.
- Desiree Thayer is co-chair of a major community outreach effort of the Citizens Environmental Committee of Burlingame to boost local ECO100 opt-ups.
- Scott Harmon recruited Janet Creech to present about PCE at the youth summer sustainability camp he organized.
- Jason Mendelson invited PCE staff to present at local Lions Club meetings.
- Emily Leslie took initiative to organize a PCE table at the Pacifica Farmers Market.
- CAC members helped promote PCE's electric car incentives to their local networks, for example through neighborhood NextDoor posts from Janelle London and Cheryl McGovern. Gladwyn D'Souza, one of the first participants in the program, agreed to be featured in a PCE promotional blog post and fliers.
- Many members have helped PCE provide timely and accurate information on local NextDoor threads as needed.
- Landis Marttila and James Ruigomez have helped educate local unions and their members about PCE.

Education

- Janet Creech and Desiree Thayer helped PCE evaluate and choose proposals for collaboration from the San Mateo County Office of Education.
- Janet Creech also volunteered many hours leveraging her school curriculum development expertise to refine PCE's educational materials for high school students, and to mentor PCE's 2018 summer teacher intern.

Local Program Research and Development

- Michael Closson and Ted Howard researched and compiled a report summarizing local energy programs administered by utilities and other CCAs throughout the state: <https://www.peninsulacleanenergy.com/wp-content/uploads/2018/01/05-CAC-Report-Final.pdf>.
- The CAC played a key role in developing the criteria for, and helping to select, PCE's community energy pilot programs. Diane Bailey and Walter Melville joined PCE staff on screening phone calls to evaluate applicants.
- The CAC has contributed valuable ideas for strengthening existing and emerging local energy programs. For example, Joe Fullerton has provided expertise and lessons learned from implementing local energy programs in the Community College District.
- Diane Bailey represented the CAC on a recent interview committee for reach code consultants.

Regulatory and Legislative Affairs

- Emily Leslie, Diane Bailey, Janelle London, Gladwyn D'Souza, Michael Closson, Ted Howard, Jason Mendelson and others have helped educate their networks and decision makers about PCE's policy priorities.

Discussions About Role, Current Ad Hoc Committees, and Timing of Meetings

The most useful and fulfilling roles for the PCE Citizens Advisory Committee has been a frequent topic of discussion. Committee members want to not just receive reports from staff, but also contribute their time and expertise to the organization in meaningful and impactful ways. However, as PCE has a lean yet highly skilled staff that covers all areas of our complex operations, it has not always been clear how to best utilize the CAC as a resource. A significant question has been how to best establish efficient collaboration between PCE staff and the CAC on useful projects in a way that makes good use of the time of both parties beyond the monthly CAC meeting. The CAC had previously formed informal working groups to focus on key areas of interest to its members, including local programs, regulatory and legislative affairs, and education. Collaboration between these working groups and staff was not regular.

At the December 2018 CAC meeting, significant progress was made on this question when CEO Jan Pepper proposed several very specific areas in which PCE staff could most benefit from the energy and expertise of the CAC. Based on that discussion the CAC formed two ad hoc committees to collaborate closely with staff:

1. *Ad hoc committee to study, over the next 6 months, how PCE should develop its electric vehicle charging program to be consistent with Peninsula Clean Energy's Inclusive and Sustainable Workforce Policy.* Members: James Ruigomez, Walter Melville, Joe Fullerton, and Landis Marttila.
2. *Ad hoc committee to provide guidance to PCE's Director of Energy Programs on how to best engage and educate local governments about reach codes for building electrification and electric vehicle charging infrastructure over the next 12 months.* Members: Desiree Thayer, Diane Bailey, Jason Mendelson, Emily Leslie, and Gladwyn D'Souza.

The CAC also discussed the possibility of forming an ad hoc committee to support PCE's specific legislative work, though has not yet made a formal proposal.

Another concern that arose among CAC members in the past several months was the timing of the CAC meetings one week prior to Board meetings. When the CAC met one week before the Board meetings, the Executive Committee had already made recommendations on key topics and staff had already developed their drafted their memos and resolutions for the Board meeting. This timing made it difficult for staff to incorporate CAC input on current topics. To help resolve this issue, at its December 2018 meeting the CAC voted to move its meetings to the second Thursday of the month. The updated schedule of 2019 CAC meetings is posted on the PCE website at https://www.peninsulacleanenergy.com/wp-content/uploads/2018/12/2019-CAC-Meeting-Schedule_FINAL.pdf.

Filling CAC Vacancies

The CAC has occasional vacancies as members step down before their terms are up, or decline to renew their terms. A question for the Board is whether it would like to continue to form ad hoc committees to nominate candidates to fill these occasional vacancies, or delegate the task to staff. For mid-term vacancies staff could simply nominate for Board approval the next ranked applicant from the last open application process. For annual vacancies, staff could post a public application for an annual open selection process, and propose a slate of nominations to the Board. The CAC currently has one vacancy, and will have additional vacancies in coming months as four of the members' two-year terms will expire in May. Note that when existing members' terms expire, they are welcome to request a renewal and serve up to three terms total.



**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: January 14, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Siobhan Doherty, Director of Power Resources
SUBJECT: Presentation on Energy Storage and Batteries (Discussion)

BACKGROUND:

PCE has a goal to source 100% of the electricity we provide to customers from renewable sources by 2025. Given the intermittent nature of renewable sources, we expect energy storage will play a significant role in PCE's portfolio in the future.

In July 2018, PCE hired ICF Consulting to assist PCE in developing a strategy and model for incorporating energy storage into our portfolio.

ICF Consulting will provide a presentation on energy storage technologies and how those technologies may be used to support PCE's goals.

The intent of the presentation is to provide Board members with foundational and background information on energy storage.



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, December 20, 2018
MINUTES**

Peninsula Clean Energy
2075 Woodside Road, Redwood City, CA 94061
6:30 p.m.

CALL TO ORDER

Meeting was called to order at 6:36 p.m.

ROLL CALL

Present: Dave Pine, County of San Mateo
Jim Eggemeyer, County of San Mateo
Jeff Aalfs, Town of Portola Valley, *Chair*
Rick DeGolia, Town of Atherton, *Vice Chair*
Charles Stone, City of Belmont
Donna Colson, City of Burlingame
Rae P. Gonzalez, Town of Colma
Carlos Romero, City of East Palo Alto
Catherine Mahanpour, City of Foster City
Adam Eisen, City of Half Moon Bay
Elizabeth Cullinan, Town of Hillsborough
Catherine Carlton, City of Menlo Park
Wayne Lee, City of Millbrae
Deirdre Martin, City of Pacifica
Ian Bain, City of Redwood City
Marty Medina, City of San Bruno
Ron Collins, City of San Carlos
Rick Bonilla, City of San Mateo
Mike Futrell, City of South San Francisco
Daniel Yost, Town of Woodside

Absent: City of Brisbane
City of Daly City

Staff: Jan Pepper, Chief Executive Officer
Andy Stern, Chief Financial Officer

Leslie Brown, Director of Customer Care
Kirsten Andrews-Schwind, Communications and Outreach Manager
Rafael Reyes, Director of Energy Programs
TJ Carter, Marketing Associate
Charlsie Chang, Public Affairs Associate
Matthew Sanders, Deputy County Counsel
Anne Bartoletti, Board Clerk/Executive Assistant to the CEO

A quorum was established.

PUBLIC COMMENT:

None

ACTION TO SET THE AGENDA AND APPROVE CONSENT AGENDA ITEMS

Motion Made / Seconded: Bonilla / Bain

Motion passed unanimously 20-0 (Absent: Brisbane, Daly City)

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Chief Executive Officer

2. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Jeff Aalfs and Matthew Sanders

Unrepresented Employee: Chief Executive Officer

3. RECONVENE OPEN SESSION AND REPORT ANY ACTION(S) TAKEN DURING CLOSED SESSION

No reportable action taken

REGULAR AGENDA

Jeff Aalfs—Chair—announced that Item 4 on the Regular Agenda would be moved up.

4. RECOGNITION OF RETIRING BOARD MEMBERS

Jeff Aalfs announced that he and Chief Executive Officer Jan Pepper would like to recognize and thank four former Board members for their valuable service to Peninsula Clean Energy (PCE). Jeff announced each former Board member, and presented them with a “Certificate of Appreciation” plaque. The four former Board members being honored are:

Gary Pollard, Foster City

John Keener, Pacifica

Pradeep Gupta, South San Francisco

Cameron Johnson, San Carlos (NOTE: Cameron Johnson was not in attendance, so his certificate will be mailed.)

Jeff and Jan also presented John Keener and Pradeep Gupta with the “PCE Leadership Award” for their dedication and commitment working with PCE ad hoc committees, and their participation in multiple meetings with California regulatory officials and state legislative electeds. Jeff bestowed John Keener with the honorary title of Board Member Emeritus, and thanked Pradeep for his service on the Executive Committee and the “Deeper Dive” training sessions. Jeff announced his hope that Pradeep will be appointed to the CPUC (California Public Utilities Commission).

1. CHAIR REPORT

Jeff Aalfs—Chair—reported on meetings with Assemblymember Marc Berman, Senator Scott Wiener, Assemblymember Phil Ting, and Assemblymember Kevin Mullin.

2. CEO REPORT

Chief Executive Officer Jan Pepper reported that the Manager of DER Strategy position has been reposted, and that PCE is recruiting for a Regulatory/Senior Regulatory Analyst. Jan reported that PCE’s EV promotion continues through December 31, 2018, and results will be communicated in January.

Jan provided background information on the CalCCA Local Elected Board Members Committee that will meet quarterly to work collectively on legislative issues. Rick DeGolia, Jeff Aalfs, Catherine Carlton, and Rick Bonilla expressed interest in participating on that committee.

3. CITIZENS ADVISORY COMMITTEE REPORT

Michael Closson—Chair—reported that the December 13, 2018, meeting was focused on the role of the Citizens Advisory Committee (CAC) and how to better utilize the expertise of CAC members. Michael reported that Jeff Aalfs, Jan Pepper, and CAC members discussed:

- using ad hoc committees to explore key issues and long-term planning,
- ways to support PCE’s Inclusive and Sustainable Workforce Policy,
- ways to educate local government contacts on reach codes, and
- moving their monthly meeting dates to take place two weeks before Board meetings so that CAC members may provide feedback on items that will be going before the Board.

Board members requested a staff report on the role of the CAC at the next Board meeting.

5. APPROVE FOUR NEW PCE POLICIES DESIGNED TO SATISFY DATA-PRIVACY AND SECURITY REQUIREMENTS OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION

Matt Sanders—Deputy County Counsel—directed Board members to the memo and draft policies for the new PCE Advanced Metering Infrastructure (AMI) Data-Privacy and Security Policy, IT-Security Policy, Privacy Notice, and Records Retention Policy. Charles Stone moved to approve the policies based upon the completeness of the very detailed memo and draft policies.

Motion Made / Seconded: Stone / Bonilla

Motion passed unanimously 20-0 (Absent: Brisbane, Daly City)

6. APPROVE 2019 BOARD OF DIRECTORS MEETING SCHEDULE

Jan Pepper reported that the Board's new year meeting schedule is approved by the Board before the end of each year, and that those meeting dates become the "Regular Meeting" schedule for the public. Jan reported that the Board usually meets the 4th Thursday of the month, except September when the Board Retreat takes place on a Saturday, and the months of November and December when the meeting date is moved up to avoid holidays. Jan requested that Board members invite their Alternate if they cannot attend a meeting.

Motion Made / Seconded: Lee / DeGolia

Motion passed unanimously 20-0 (Absent: Brisbane, Daly City)

7. APPROVE THE PROPOSED PCE FOUR-YEAR \$16 MILLION ELECTRIC VEHICLE INFRASTRUCTURE INCENTIVE PROGRAM

Rafael Reyes—Director of Energy Programs—reviewed a summary of the proposed EV (Electronic Vehicle) Infrastructure Incentive Program, which includes a goal of installing 3,500 EV charging ports, and obtaining complementary funding from PG&E, the CEC (California Energy Commission), BAAQMD (Bay Area Air Quality Management District), Electrify America, and private sources. Rafael reviewed infrastructure challenges including Level 1 or Level 2 charging costs versus DC Fast Chargers, varying incentive levels for for-profits versus not-for-profits and low-income areas, and various distribution channels including school districts, multi-unit dwellings (MUDs), and commercial campuses. Rafael reported that PCE is currently working with SamTrans on their Electrification Committee to help further PCE's and the County of San Mateo's electrification goals.

PUBLIC COMMENT:

Mark Roest, on behalf of Green Fleets Group, Sustainable Energy Inc., Powers Design International, Bosch Captive Column, Asante UHPC.

Motion Made / Seconded: Stone / Lee

Motion passed unanimously 18-0 (Absent: County of San Mateo, Brisbane, Daly City, Half Moon Bay)

8. REVIEW 2019 ELECTRONIC VEHICLE RIDE & DRIVE MARKETING PROGRAM EXPENDING UP TO \$750,000 OVER THE COURSE OF 3 YEARS (FISCAL YEAR 2019-2020 THROUGH FISCAL YEAR 2022-2023)

Rafael Reyes reported that surveys show that over 50% of EV purchasers report having direct experience either driving, or having ridden in, an EV. He reported that PCE's 2018 EV Ride and Drive Program produced five events through the end of December 2018, with 1057 experiences. Rafael reported that an RFP will be issued for the 2019 EV Ride & Drive Program, and will involve contracting with a consultant to increase the number of participants, engage a broader community, and maximize the visibility of EVs and EV adopters.

PUBLIC COMMENT:

Mark Roest, on behalf of Green Fleets Group, Sustainable Energy Inc., Powers Design International, Bosch Captive Column, Asante UHPC.

9. APPROVE REVISIONS TO PCE'S STRATEGIC GOALS

Jan Pepper reported on the Board's proposed revisions to PCE's Strategic Goals during the Board Retreat in September. A red-line of those changes were brought to the Executive Committee, where additional revisions were suggested. Board members reviewed the redline and suggested an additional edit to Goal #4, adding the word "including" immediately before the words "by placing a priority".

PUBLIC COMMENT:

Mark Roest, on behalf of Green Fleets Group, Sustainable Energy Inc., Powers Design International, Bosch Captive Column, Asante UHPC.

Motion Made, as amended / Seconded: Stone / Carlton

Motion passed unanimously 18-0 (Absent: County of San Mateo, Brisbane, Daly City, Half Moon Bay)

10. AUTHORIZE AN ADJUSTMENT IN PENINSULA CLEAN ENERGY'S (PCE'S) RATES IN THE FIRST QUARTER OF 2019 TO MAINTAIN A 5% DISCOUNT IN GENERATION CHARGES COMPARED TO PG&E

Leslie Brown—Director of Customer Care—reported that analysis of PG&E's June 2018 Energy Resource Recovery Account (ERRA) Application and November 2018 update, indicates that additional rate adjustments will be coming in the new year. Leslie reported that it may be March 2019 before PG&E's generation rates will be finalized and set. She reported that PCE is committed to maintaining a 5% discount on generation rates in 2019.

Motion Made / Seconded: DeGolia / Lee

Motion passed unanimously 18-0 (Absent: County of San Mateo, Brisbane, Daly City, Half Moon Bay)

11. BOARD MEMBERS' REPORTS

None.

ADJOURNMENT

Meeting was adjourned at 8:31 p.m.



PENINSULA CLEAN ENERGY
JPA Board Correspondence
General Counsel

DATE: January 11, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable PCE Joint Powers Board

FROM: David A. Silberman, General Counsel
Matt Sanders, Associate General Counsel

SUBJECT: Authorize Agreements Between the Peninsula Clean Energy Authority and Winston & Strawn LLP to Increase the Amount authorized to \$2,225,000.

RECOMMENDATION:

Adopt a Resolution authorizing the General Counsel to execute with the law firm of Winston & Strawn a revision of to the existing retention agreement or alternatively, additional retention agreements in substantially the same form already approved by the Board as long as the total amount of all amendments or agreements provide for a total expenditure not to exceed \$2,225,000.

BACKGROUND:

The County Counsel's Office provides legal services to the Peninsula Clean Energy (PCE) Authority pursuant to a contract approved by the Board March 24, 2016.

Pursuant to that agreement, the County Counsel serves as General Counsel to the Board and has authority to retain services of outside counsel in an amount not to exceed \$25,000.

Certain projects important to PCE can benefit from time-to-time by the assistance of lawyers who focus primarily on those areas of law, including the litigation of complicated regulatory proceedings before the California Public Utilities Commission ("CPUC") and negotiation of complex power purchase agreements, and PCE expects additional expenditures in light of the PG&E bankruptcy.

The PCE Board in August approved the retention of Troutman Sanders to provide assistance in negotiating PCE's first power purchase agreements and creating PCE's "multi-party lockbox". On October 27, 2016 the PCE Board approved retention agreements with Davis, Wright & Tremaine, Keyes & Fox and Winston & Strawn, each at amounts not to exceed \$100,000.

DISCUSSION:

Winston & Strawn has been providing PCE with significant assistance in negotiating almost all of its Power Purchase Agreements over the last two-and-a-half years. We have been very satisfied with that assistance to date.

The cost of that service (\$1.1 million) has now exceeded the existing authorized amounts. At this point, PCE is spending about \$500,000 per year on legal fees related to the negotiation of Power Purchase Agreements and expects to continue doing so for the foreseeable future. While, in the abstract, that may appear to be a significant amount to expend on legal fees and, in comparison, exceeds the annual cost of County Counsel to provide day-to-day advice and counsel, the transactions being negotiated are collectively worth many hundreds of millions of dollars and require a very high level of assistance from specialized lawyers.

Accordingly, we are asking the Board to authorize the General Counsel to execute amendment(s) to the existing agreement previously approved by the Board or alternatively, additional agreements in substantially the same form already approved by the Board as long as the total amount of all amendments or agreements provide for a total expenditure not to exceed \$2,225,000. We believe that this increased amount will provide sufficient authorization to last until the fourth quarter of 2020. It is of note that the CFO negotiated a modest but meaningful reduction in rates based upon the volume of our usage.

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

* * * * *

RESOLUTION AUTHORIZING GENERAL COUNSEL TO EXECUTE WITH THE LAW
FRIM OF WINSTON & STRAWN AMENDMENT(S) TO THE EXISTING RETENTION
AGREEMENTS OR ALTERNATIVELY, ADDITIONAL RETENTION AGREEMENTS IN
SUBSTANTIALLY SAME FORM ALREADY APPROVED BY THE BOARD AS LONG
AS THE TOTAL AMOUNT OF ALL AMENDMENTS OR AGREEMENTS PROVIDE
FOR A TOTAL EXPENDITURE NOT TO EXCEED \$2,225,000

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

WHEREAS, the Peninsula Clean Energy Authority ("Peninsula Clean Energy")
was formed on February 29, 2016; and

WHEREAS, the JPA Agreement forming Peninsula Clean Energy delegates to
the Board the power to hire a General Counsel pursuant to Paragraph 3.3.2; and

WHEREAS, the San Mateo County Counsel's Office has been appointed
General Counsel and has been delegated authority to retain outside legal services in
amounts not to exceed \$25,000; and

WHEREAS, the General Counsel has determined it was necessary to seek
outside legal services related to negotiation of Power Purchase Agreements, and on

October 27, 2016 this Board authorized the General Counsel to retain Winston & Strawn on behalf of Peninsula Clean Energy for that purpose and to execute the retention agreement then presented to the Board; and

WHEREAS, Winston & Strawn has been providing assistance to PCE, and the cost of its legal services has now exceeded the amount authorized by the Board.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the General Counsel is authorized to execute with the law firm of Winston & Strawn amendment(s) to the existing retention agreements or alternatively, additional retention agreements in substantially the same form already approved by the Board as long as the total amount of all amendments or agreements provide for a total expenditure not to exceed \$2,225,000.

* * * * *

[CCO-113499]



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: Jan. 18, 2019
BOARD MEETING DATE: Jan. 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Vote

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: Agreement with Peninsula Family Services (PFS) to administer PCE's low-income electric vehicle incentives.

RECOMMENDATION

Authorize the Agreement with Peninsula Family Services (PFS) to administer PCE's low-income electric vehicle incentives.

BACKGROUND

In April 2018 the Board approved Phase 1 Electric Vehicle (EV) programs funded at \$745,000 for EV marketing, new and used vehicle incentives, and a multi-unit dwelling (MUD) technical assistance program. These measures are intended to begin to address the three major barriers to EV adoption: a) low awareness, b) high vehicle cost, and c) insufficient charging infrastructure. Up to \$400,000 of this \$745,000 was designated for incentives for low-income customers who purchase used plug-in hybrid electric vehicles (PHEVs). These incentives aim to address the high vehicle cost barrier for the low-income community.

DISCUSSION

This is a 2-year Agreement with PFS not to exceed \$500,000: \$400,000 for incentive funds flowing through PFS; \$50,000 for PFS service fees; and a \$50,000 margin for possible incidentals at PCE's discretion.

The program will provide a \$4,000 incentive for the purchase used PHEVs to low- and moderate-income San Mateo County residents with access to a standard outlet at home or work. Full battery EVs present additional infrastructure and range challenges, making PHEVs cars more feasible for this population.

PCE will offer this incentive through PFS' DriveForward program which is part of a suite of financial empowerment services. The PFS program is a robust program with a lengthy history that provides financial assessment and coaching as well as affordable loans to help participants purchase reliable used vehicles. The program includes relationships with local dealers, vehicle inspections and assistance of a case manager to support applicants.

Incentive funds will be administered by PFS and will be paid to the dealership as a vehicle down payment from the participants. PFS will also provide training on the benefits of PHEVs, including understanding the fundamentals of such vehicles and how to benefit from them. Outreach will be done jointly with PFS but may be supported by community groups working with low-income residents, particularly those in homes with garages.

The program will also align with California's Clean Vehicle Assistance Program (CVAP) when it restarts in Q2/Q3 2019. CVAP provides \$5,000 grants to low- and moderate-income Californians who purchase plug-in hybrids. Once CVAP becomes available, the PCE incentive is intended to be applied through loan interest rate buydown or prepayment and/or cost of charging. PFS will continue to administer incentive funds and will assist clients in securing all applicable vehicle incentives for vehicles that reduce greenhouse gas emissions, including CVAP. PCE will also seek to align the program with other State and regional programs as appropriate and may expand the program to full battery electric vehicles at a later date if experience with the program suggests these would be successful.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO EXECUTE A TWO-YEAR AGREEMENT WITH PENINSULA FAMILY SERVICE
WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED
BY THE GENERAL COUNSEL.**

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

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

WHEREAS, electric vehicles are an important mechanism for reducing greenhouse gas emissions and improving the local economy; and

WHEREAS, incentives for electric vehicles are important in reducing the high cost barrier for low-income customers; and

WHEREAS, Peninsula Family Service (“Contractor”) has unique capabilities to administer PCE incentive funds and inform low-income customers on the available incentives and the benefits of electric vehicles; and

WHEREAS, PCE staff and Peninsula Family Services have negotiated and agreed on the terms for a two-year agreement from March 1, 2019 through February 28, 2021.

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to: Finalize and execute an Agreement with the Contractor with terms consistent with those presented, in a form approved by the General Counsel.

* * * * *

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND PENINSULA FAMILY SERVICE

This Agreement is entered into this 24 day of January, 2019, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA", and Peninsula Family Service, hereinafter called "PFS".

* * *

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 PFS be retained for the purpose of administering PCEA's incentive funds and providing affordable loans to finance used plug-in electric vehicles purchased through the DriveForward 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

Exhibit C—PCEA Responsibilities

2. Services to be performed by PFS

In consideration of the payments set forth in this Agreement and in Exhibit B, PFS 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 PFS in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to PFS 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 to PFS exceed \$500,000. In the event that the PCEA makes any advance payments, PFS 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 **March 1, 2019 through February 28, 2021**.

5. Termination; Availability of Funds

This Agreement may be terminated by the Chief Executive Officer of PFS, or his/her designee, or by the Chief Executive Officer of 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, PFS shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

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

7. Relationship of Parties

PFS 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 PFS nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

8. Hold Harmless

a. General Hold Harmless

PFS shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of PFS 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 PFS 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 PFS'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, PFS'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 PFS 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.

9. Assignability and Subcontracting

PFS 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 PFS 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

PFS bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at PFS'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. W9 Form and Submission of Invoices

Prior to submitting an invoice to PCEA, PFS shall submit a completed W9 form electronically to PCEA's Finance Email (finance@peninsulacleanenergy.com). PFS understands that no invoice will be paid by PCEA unless and until a W9 Form is received by PCEA. PFS shall email all invoices to PCEA's Finance Email. Invoices shall not be submitted by other means.

12. Insurance

a. General Requirements

PFS 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 PFS shall use diligence to obtain such insurance and to obtain such approval. PFS shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending PFS's coverage to include the contractual liability assumed by PFS 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

PFS 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, PFS 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

PFS shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect PFS 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 PFS's operations under this Agreement, whether such operations be by PFS, any sub, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

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

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

(To be checked if PFS is a licensed professional)

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

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

13. Compliance With Laws

All services to be performed by PFS 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.

PFS 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

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

c. Section 504 of the Rehabilitation Act of 1973

PFS's 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 s who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

- ☒ PFS complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ PFS complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to 's cost of providing the benefit to an employee with a spouse.
- ☐ PFS is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ PFS does not comply with Chapter 2.84, and a waiver must be sought.

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 PFS and any sub 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 s and subs to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

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

- ☒ No finding of discrimination has been issued in the past 365 days against PFS by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against PFS 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, PFS shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

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

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

15. Compliance with County Employee Jury Service Ordinance

PFS shall comply with Chapter 2.85 of the County's Ordinance Code, which states that PFS shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the PFS, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with PFS or that the PFS may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, PFS certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if PFS has no employees in San Mateo County, it is sufficient for PFS to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, PFS certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, PFS shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but PFS acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

16. Retention of Records; Right to Monitor and Audit

(a) PFS 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 PFS shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

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

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

17. Merger Clause; Amendments

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

18. Controlling Law; Venue

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

19. Notices

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

In the case of PCEA, to:

Name/Title: 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 PFS, to:

Name/Title: Heather Cleary, Chief Executive Officer
Address: 24 Second Avenue, San Mateo, CA 94401
Telephone: 650-403-4300 x4418
Facsimile: 650-403-4303
Email: hcleary@peninsulafamilyservice.org

20. Electronic Signature

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

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

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

21. No Recourse Against PCEA's Member Agencies

PFS 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. PFS waives any recourse against PCEA's member agencies.

* * *

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

PENINSULA CLEAN ENERGY AUTHORITY

By:

Chief Executive Officer, Peninsula Clean Energy Authority

Date:

ATTEST:

By:

Clerk of Said Board

PENINSULA FAMILY SERVICE

By:

Heather Cleary, Chief Executive Officer, Peninsula Family Service

Date:

Exhibit A

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

1. Measurable Objectives

- a. Hold at least 35 workshops within each 12-month period.
- b. Include the participation of at least 200 participants in the workshops in each 12-month period and inform them of the benefits of EVs, opportunities for additional incentives, and criteria for participation.
- c. Educate at least 10 organizational partners on the enhanced program with the goal of securing co-marketing from those partners.
- d. Aim for recruiting 50 client adopters of PHEVs through the program within the performance period.

2. Administrative Tasks

2.1 Kickoff Meeting

Participate in a kickoff meeting with PCE to review objectives, budget, timeline, administrative processes and contract at a mutually determined time.

2.2 Monthly Report and Call

- a. Provide a monthly report to PCE by the 5th business day of the following month listing all vehicles sold through the DriveForward program including vehicle make and model, vehicle year, purchase price, expected average weekly range, dealership utilized, amount financed, client income level, and whether the client did/did not qualify for available incentives. For clients that qualified for PCE's plug-in hybrid incentive, PFS will also provide client name and client contact information. PCE will provide PFS with disclosure form for client to sign to release personal information.
- b. Participate in a check-in call with PCE at PCE's discretion to review program progress and needs.

2.3 Final Report

Provide a final report (appropriate for public distribution) at the conclusion of performance period which includes:

- a. Summary of outcomes for each objective.
- b. Itemized data on program DriveForward participants served by income, ethnicity, age, employment and,
 - a. For all vehicles purchased, vehicle make and vehicle, vehicle year, purchase price, dealerships utilized, average weekly driving range, amount financed, and incentives used,
 - b. If no plug-in hybrid vehicle was purchased, reasons why they chose not to purchase a plug-in hybrid and/or were disqualified to receive the incentives.
- c. Summary statistics on the above.
- d. Areas for prospective improvement and recommendations for possible future program.

3. Program Tasks

1.1 Outreach

PFS will publicize the low-income EV program to the community and its clients, identifying the program as a joint program with PCE. This outreach may be done as part of the DriveForward program outreach but must distinctly identify the additional potential incentives benefits to clients and the participation of PCE. This task includes:

- a. Explore updating the program name to a mutually agreed name that retains the “DriveForward” brand but conveys the newly enhanced program.
- b. Provide a web page in English and Spanish on the PFS site describing the program.
- c. Assist in developing and circulating printed material describing the program in English and Spanish at PFS offices and community outreach activities in which PFS engages.
- d. Provide verbal information and encourage participation to prospective clients who may benefit from the program and community stakeholders who may be able to communicate with prospective clients.
- e. Participate in earned media outreach with PCE which may include a press release or other media visibility opportunities including providing language for press releases and spokespersons.
- f. Invite appropriate successful clients to provide testimonials for use in outreach materials.
- g. Provide feedback on paid media or other media and materials that PCE may develop to support the program.

1.2 Client Services

PFS will support clients in purchase of plug-in electric vehicles as follows:

- a. Encourage qualifying clients to participate.
- b. Provide additional education to clients on the benefits of electric vehicles and how to operate them.
- c. Qualify clients for participation based on mutually-agreed upon criteria between PFS and PCE. See section 2.4.
- d. Manage the vehicle purchase process with clients in a manner consistent with the DriveForward program including vehicle search assistance, vehicle inspection, financing management, insurance, dealer payment management.
- e. Incorporate other incentive sources to the benefit of clients to the extent feasible. This includes the Clean Vehicle Assistance Program or other programs mutually deemed appropriate.

1.3 Incentive Management

PFS will assist clients in securing all applicable vehicle incentives for vehicles the reduce greenhouse gas emissions, including the Clean Vehicle Assistance Program (CVAP) when it is available.

For DriveForward participants who purchase a plug-in hybrid electric vehicle and register it in San Mateo County, PFS will provide the PCE vehicle incentive in one of two ways depending on the circumstances:

- a. PCE incentive without additional State or Federal rebates in excess of \$2,000:
 - Deliver the \$4,000 PCE incentive as a vehicle down payment directly to the dealer in cases where the Clean Vehicle Assistance Program incentive is not available.
- b. PCE incentive with State or Federal rebates in excess of \$2,000:

- Facilitate application of PCE incentive towards the client loan if the loan is through a PFS financial partner. The funds may be applied as an interest rate buy down or prepayment.
- The amount of PCE incentive towards the client loan will be mutually determined and will be \$2,000 to \$4,000. If less than \$4,000 is applied to the loan, PCE will deliver the balance of the total \$4,000 incentive directly to the client (see Exhibit C).
- c. PCE Incentive Payment and Reimbursement Protocol:
 - At the time of loan funding, PFS shall issue a check directly to the dealership or financial partner, as defined above in 1.3.a and 1.3.b, for the PCE incentive specifically approved for each client loan;
 - PFS will then issue an invoice to PCE for reimbursement of the PCE incentive paid on each specific client loan transaction. PCE shall remit payment to PFS within 15 days of receipt of the invoice.

3.4 Qualification for PCE Incentive

The qualification criteria for the PCE incentive includes:

- a. Confirmed household budget able to manage vehicle finance payments
- b. Residence in San Mateo County
- c. Income level that is no greater than 400% above current Federal Poverty Level (excludes aid not reported on tax returns)
- d. Self-reported ability to consistently park the car within reach of a functioning 120v outlet at home or work
- e. Fully operational plug-in hybrid electric vehicle

Exhibit B

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

1. Administrative
 - a. \$25,000 up front and \$25,000 after 12 months for PFS administration costs
2. Vehicle Incentive Payments
 - a. Up to \$4,000 to each qualifying client for the purchase of a used plug-in hybrid vehicle through a mutually determined payment protocol (see Exhibit A, 1.3 Incentive Management).

Exhibit C

In consideration of the services provided by PFS described in Exhibit A and subject to the terms of the Agreement, PCEA shall provide the following services.

1. Outreach

- a. Provide an English and Spanish language web page on the PCE website directing the public to the PFS website.
- b. Develop foundational material about the program for prospective clients in both English and Spanish.
- c. Publicize the program to residents in San Mateo County identifying the program as a joint program with PFS through multiple channels which may include paid advertising, partner organization outreach, public events, and earned media.
- d. Encourage implementation of a similar program by other community choice energy programs.

2. Funds and Incentives

- a. Commit incentive funds to support vehicle purchases at \$4,000 per vehicle for qualifying participants and vehicles up to \$400,000 for the program period.
- e. For clients purchasing vehicles without CVAP, provide funding directly to PFS for vehicle down payments.
- f. For clients purchasing vehicles with CVAP or other third-party point-of-sale incentives in excess of \$2,000 and PFS partner financing:
 - provide 50-100% of incentive funds for interest rate buy-downs or loan pre-payments
 - provide any balance of incentive funds to the client directly via “pay for charging” incentives direct to the client or similar approach to be determined by PCE. “Pay for charging” would provide funds directly to the client as a direct monthly exact or approximate reimbursement of electricity costs incurred for charging the vehicle.
- g. For clients purchasing vehicles with CVAP and CVAP partner financing: provide a direct rebate of incentive funds or via other mechanisms to be determined by PCE.

3. Integration of Third-Party Incentives

- a. PCE will continuously explore opportunities to streamline incentive management and delivery with third-party incentives including CVAP and others as appropriate.



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: Jan. 12, 2019
BOARD MEETING DATE: Jan. 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

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

SUBJECT: EV and Building Electrification Reach Code Consultant Contract

RECOMMENDATION

Recommend approval by the Board of the contract with TRC Advanced Energy for a municipal Reach Code consultant.

BACKGROUND

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. The three main contributors to GHG emissions are electricity use, transportation, and natural gas use in buildings. One of PCE's strategic goals is to further reduce GHG emissions by investing in programs advancing building and transportation electrification to address the largest GHG sources. This memo describes a Building Electrification and Electric Vehicle (EV) Infrastructure "reach" code program to work with PCE member cities to update local building codes for new residential and commercial construction.

As background, in April, the Board approved a Phase 1 Electric Vehicle program, funded at \$745,000 for EV marketing, new and used vehicle incentives, a multi-unit dwelling (MUD) technical assistance program, plus \$1M over 3 years for curbside charging technology pilots. These measures are intended to begin to address the three major barriers to EV adoption: a) low awareness, b) high vehicle cost, and c) insufficient charging infrastructure.

In addition, in September, the Board approved the Program Roadmap, which identifies the Phase 2 EV program for 2019 and beyond to include Transportation measures on EV Promotion and EV Infrastructure as well as Building Electrification New Construction.

Codes for new buildings and major modifications are the most cost-effective points at which to install Electric Vehicle Charging Infrastructure (EVCI) and electric appliances (such as heat pump water heaters) compared to retrofitting existing buildings.

The State of California (through the California Energy Commission) is promulgating the 2019 Building Standards, which will go into effect on January 1, 2020. Municipalities may implement local “reach codes” which exceed state standards in order to align with local climate objectives. To maximize consistency for building developers, it is preferred that reach codes be developed to go into effect on January 1, 2020.

Staff anticipates bringing to the Board other related elements of the Program Roadmap in the next several months. These other elements include Phase 2 EV elements such as 2019-2022 EV Ride and Drive Program and EV Infrastructure Incentive programs and may include future building code enhancements for existing buildings.

DISCUSSION

To maximize efficiency and consistency, PCE is working with Silicon Valley Clean Energy (SVCE) on a joint approach. PCE and SVCE have executed a cost-sharing agreement to engage a single consultant to provide technical assistance on reach codes to local governments in the service territories and support the associated adoption process with a goal of implementing code updates to go into effect on January 1, 2020.

The consultant will draft one or more suitable model codes addressing new and modified buildings, including single family dwellings, multi-unit dwellings (apartments and condominiums) and commercial spaces. The codes will take into account existing/proposed codes adopted by other jurisdictions and stakeholder input, including from developers and low-income housing representatives. The code development will include both the EV infrastructure and the building electrification codes.

PCE will take the lead in working with the consultant to develop the reach codes for EV infrastructure for new buildings, and SVCE will take the lead in working with the consultant to develop the reach codes for new building electrification.

The local municipalities are the “authorities having jurisdiction” (AHJ) over building code enforcement. The consultant will work with each municipality (and stakeholders) to develop and refine the model codes, prepare staff report templates, and help cities implement the EV infrastructure and the building electrification codes. PCE is providing \$10,000 per municipality for participating in the process.

The initiative is intending to leverage a cost-effectiveness analysis to be performed by the California Energy Commission (CEC) for building electrification measures and the PCE

consultant will develop a cost-effectiveness analysis for the EV infrastructure portion of the model codes.

In addition, to support the facilitation and adoption activities with each city within San Mateo County, PCE has partnered with the San Mateo County Office of Sustainability. (SVCE will provide coordination within Santa Clara County.)

Selection Process: PCE executed a competitive RFP to identify the consultant. Six proposals were received and evaluated by a selection committee that included: PCE staff, a PCE Advisory Committee member, SVCE staff, San Mateo County Office of Sustainability Staff, and local government staff. Three of the candidate firms were interviewed as part of the selection process.

Timeline: The code education, outreach and adoption process, primarily led by OOS, is scheduled for Q2-Q4 2019 to correlate with other Reach code development/adoption. Finally, code implementation training, procedures and materials will be developed and executed in Q4 2019 and Q1 2020. Exact timing of Building Electrification elements will be aligned with the CEC cost-benefit analysis.

Prospective Measures: New building prospective EV code enhancements may include measures such as:

1. Single family home readiness for 2 plug-in electric vehicles
2. Condominiums: Level 2 (240v) outlet per unit
3. Apartments: Level 2 or Level 1 (110v) outlet per unit
4. Workplace/ Commercial: Level 2 or Level 1 (110v) outlet at a percentage of spaces

New building prospective Building Electrification code enhancements is anticipated to likely be based on a performance approach that encourages full electrification but provides an option for high efficiency dual-fuel (electric and natural gas).

PCE staff asks that Board members, as representatives of their respective cities, inform their jurisdictions that that code development is occurring and serve as champions for code adoption.

FISCAL IMPACT:

Up to \$300,000 for the technical consultant to be shared with SVCE. The contract includes:

- Up to \$126,000 cost for model code development and cost-effectiveness analysis.
- Up to \$174,000 variable cost is associated with adoption and implementation support for local governments. Total costs of support could be higher depending on number of participating cities. Staff may approach the board for added funds if deemed appropriate.

Cost-share with SVCE would be for half of fixed costs and variable costs associated with adoption and implementation in the SVCE service territory.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO EXECUTE AN AGREEMENT WITH TRC ADVANCED ENERGY TO PROVIDE
BUILDING REACH CODE CONSULTING SERVICES 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, PCE was formed on February 29, 2016; and

WHEREAS, assisting local governments in adopting building reach codes to
reduce greenhouse gasses is part of PCE's program roadmap approved by the Board;
and

WHEREAS, PCE issued an RFP on November 26, 2018, and received six
proposals to provide these services; and

WHEREAS, TRC Advanced Energy was selected for their experience with the
State of California building codes, building code development, and working with local
governments; and

WHEREAS, PCE staff and TRC Advanced Energy have negotiated and agreed on the terms for an agreement from approximately January 24, 2019 through June 30, 2020.

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to: Finalize and execute an Agreement with the Contractor with terms consistent with those presented, in a form approved by the General Counsel.

* * * * *

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND TRC Advanced Energy

This Agreement is entered into this 24 day of January, 2019, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and TRC Advanced Energy, 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 providing consulting services for the development and implementation of municipal building codes.

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 three hundred thousand dollars (\$300,000). 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 January 25, 2019, through June 30, 2020.

5. Termination; Availability of Funds

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

payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

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

7. 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.

8. Hold Harmless

a. General Hold Harmless

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

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. **W9 Form and Submission of Invoices**

Prior to submitting an invoice to PCE, Contractor shall submit a completed W9 form electronically to PCE's Finance Email (finance@peninsulacleanenergy.com). Contractor understands that no invoice will be paid by PCE unless and until a W9 Form is received by PCE. Contractor shall email all invoices to PCE's Finance Email. Invoices shall not be submitted by other means.

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:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

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

☒ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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

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

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. Compliance with County's Equal Benefits Ordinance

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

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

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

15. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy

that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

16. Retention of Records; Right to Monitor and Audit

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

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

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

17. Merger Clause; Amendments

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

18. Controlling Law; Venue

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

19. Notices

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

In the case of PCEA, to:

Name/Title: 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:
Address:
Telephone:
Facsimile:
Email:

20. Electronic Signature

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

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

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

21. No Recourse Against PCEA's Member Agencies

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

* * *

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

PENINSULA CLEAN ENERGY AUTHORITY

By:

Chief Executive Officer, Peninsula Clean Energy Authority

Date:

ATTEST:

By:

Clerk of Said Board

TRC Advanced Energy

Contractor's Signature

Date:

Exhibit A

Program Overview

Peninsula Clean Energy's and Silicon Valley Clean Energy's (SVCE) missions are to reduce greenhouse gas (GHG) emissions in San Mateo County and Santa Clara County (in the cities that SVCE covers), respectively. Emissions from transportation and building natural gas use comprise the largest sources of GHGs within the territories. This program aims to develop and advance Building Electrification and Electric Vehicle (EV) Infrastructure "reach" codes with member municipalities to update local building codes for new residential and commercial construction and major remodels. These codes are to be developed in alignment with and build on the 2019 California statewide building code updates. Codes for new buildings and major modifications are the most cost-effective points at which to install Electric Vehicle charging infrastructure and electric appliances (such as heat pump water heaters) compared to retrofitting existing buildings.

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

1 Administrative Tasks

1.1 Kickoff Meeting

Participate in a kickoff meeting with PCE to review objectives, budget, timeline, administrative processes and contract at a mutually determined time.

1.2 Monthly Progress Report and Call

Provide a monthly 1-2 page report and associated call with the PCE contract administrator by the 5th of the following month to the designated PCE contract administrator outlining project progress, challenges encountered, and objectives for the following month. Deliverables developed in the course of work must be submitted with the Progress Report such as research summaries, charette notes and attendees, and other deliverables.

1.3 Expense Report

Provide a monthly expense report submitted with the corresponding Monthly Progress Report, documenting expenses including: labor (hours, rate, total), subcontractor expenses (with invoices), and expenses (with receipts). The expense report must include the total expenditures and remaining funds.

1.4 Final Report

As part of the final invoice at the conclusion of the contract a final report must be submitted concisely describing:

1. Summarizing the process undertaken and stakeholders engaged.
2. Outlining the model codes developed including thresholds and performance requirements.
3. Briefly describing outcomes including number of municipalities successfully adopting reach codes, number of municipalities who participated substantively (but may not have adopted new codes).
4. Itemizing tools and resources developed.
5. Discussing challenges and recommendations (including potential program and tariff strategies to advance electrification).

2 Program Tasks

2.1 Research Existing State and Local Codes

Consultant will research relevant state and local building codes to be developed related to building electrification (track 1) and electric vehicle (EV) infrastructure (track 2). These codes may serve as models or foundations for the local model reach codes. This research must examine both mandate- and incentive-based codes. The key features will be summarized in format easy to review for stakeholders.

Deliverable: Existing State and Local Reach Code Summary and Links

2.2 Lead Development of Model Reach Codes

Consultant will work with PCEA, the San Mateo County Office of Sustainability (OOS), and Silicon Valley Clean Energy (SVCE) to define the process and schedule, provide key education to, and take input from, municipalities and other identified stakeholders to draft model reach codes to achieve program objectives. Specific activities and deliverables are as follows:

2.2.1 Process Summary

The following table summarizes a potential process of model code development, review and revision.

	Building Electrification (BE) Track	Electric Vehicle (EV) Track
Step 1	Consultant disseminates: <ul style="list-style-type: none">• BE model code variant 1, version 1• BE model code variant 2, version 1	Consultant disseminates: <ul style="list-style-type: none">• EV model code variant 1, version 1• EV model code variant 2, version 1
Step 2	Feedback gathered from stakeholder charrettes, individual stakeholder meetings, and other input channels	
Step 3	Consultant revises all model codes based on stakeholder feedback	

Step 4	Consultant disseminates: <ul style="list-style-type: none"> • BE model code variant 1, version 2 • BE model code variant 2, version 2 	Consultant disseminates: <ul style="list-style-type: none"> • EV model code variant 1, version 2 • EV model code variant 2, version 2
Step 5	Feedback gathered from stakeholder charrettes, individual stakeholder meetings, and other input channels	
Step 6	Consultant carries out final revisions to all model codes based on stakeholder feedback and finalizes all supporting documentation	

The process, schedule, and stakeholder will be refined in consultation with the Consultant.

Deliverable: Final process definition and schedule

2.2.2 Regional Coordination

Consultant will coordinate with regional and statewide entities that are carrying out building electrification reach code activities (the Building Decarb Coalition, BayREN, NRDC, Sierra Club, etc.), which may be leveraged by or could benefit from the PCE/SVCE effort.

Deliverable: Provide regular updates to project team on key resources and activities by regional and state entities

2.2.3 Stakeholder Engagement

Stakeholders to include in the reach code development process will be jointly determined but are anticipated to include elected officials, municipal staff (including relevant planning, building, sustainability staff), architects, developers, affordable housing organizations, electric vehicle experts, building electrification experts, Pacific Gas & Electric, building trades, environmental groups, building electrification and EV advocates, those identified in the above paragraph, plus other members of the community. The facilitated processes for the two tracks may be handled separately as deemed appropriate and will also include detailing the code development and adoption sequencing plus the program's time-sensitive nature.

The process will include a minimum of four charettes. The charettes may be divided by service territory (PCE and SVCE), topic area (Buildings and EVs), or stakeholder class (ex: developers and others) as deemed most effective. Further, individual and stakeholder group (planning and building staff, developers, etc) outreach will be conducted with at least ten in person and/or telephone calls per track. To support this process, OOS and SVCE will provide facilitation support for their respective territories including charrette and meeting locations, invitations, and facilitation support.

Deliverable: Meeting notes and attendee lists for at least 4 charettes and 20 meetings or calls

2.2.4 Model Code Development

The model reach code options must extend and be compliant with California's 2019 Building Code and in conjunction with task 2.3.1 are expected to leverage the cost-effectiveness analysis results from the 2019 Statewide Codes & Standards Program for the building electrification track. Likewise, for the EV infrastructure track, the proposed code should integrate task 2.3.2.

It is expected that two to four variants of each model reach code with varying levels of stringency will be developed per track. A single variant of a model reach code for building electrification is expected to address multiple building uses/prototypes (e.g. single family, low-rise multifamily, medium retail, medium office, etc.) and may include prescriptive or performance-based options. The process will include a minimum of one revision of each model code variant.

Task output will consist of proposed model reach code package consisting of a summary noting the purpose and adoption timing, a matrix highlighting the differences and two to four versions of each model reach code with varying levels of stringency. This will be disseminated to the stakeholders with easily accessible online distribution and reviewed via a code review meeting/webinar, one per reach code track and per service territory.

Deliverables:

1. Online document distribution method
2. Version 1 of model code variants
3. Final version of model reach codes with supporting documentation

2.3 Package Building Electrification Cost-Effectiveness Study and Develop EV Cost-Benefit Analysis

2.3.1 Building Electrification Cost-Benefit Analysis

The consultant will utilize the Statewide Codes & Standards program cost-effectiveness analysis for the Building Electrification model codes. The consultant will package the results of the analysis as needed as a component of the proposed model reach code package in task 2.2. The consultant may be requested to provide additional enhanced analysis to supplement the Statewide cost-benefit analysis. If so, this will be treated as technical assistance under item 2.5.

Deliverable: Building Electrification Cost-Effectiveness Study Results Summary

2.3.2 Develop EV Cost-Effectiveness Analysis

For the EV model codes, Consultant will also carry out an analysis including all costs and benefits – monetary and non-monetary (e.g. emissions impacts) – of the measures included. The EV cost-effectiveness analysis will be developed in a manner consistent with State and industry standards. In addition, this will include determining the:

- 2019 CALGreen Standards incremental compliance construction costs
- Incremental construction costs resulting from the reach code ("first costs")
- Retrofitting costs to install the same charging density
- Unit construction cost (per residential unit, ft² commercial development or other appropriate metric plus any associated parking capital costs)

From the above data, the consultant will calculate the percentage increase in construction costs resulting from one of the three EV charging infrastructure deployment scenarios plus associated carbon and energy reductions and other non-monetary impacts. The analysis will be documented in format easy to review for stakeholders and as a self-standing document for non PCEA/SVCE jurisdiction's use.

Finally, the consultant will integrate the cost-benefit analysis as a component of the proposed model reach code package in task 2.2 and for dissemination as part of task 2.4.

Deliverable: EV Cost-Effectiveness Analysis Document (may be delivered in a consolidated document with 2.3.1)

2.4 Identify Tools and Processes for Adoption and Implementation

This task includes identifying tools and process improvements to consider for 2.5 and 2.6. This may include but is not limited to:

2.4.1 Adoption tools

This includes template staff reports, findings for local governments to use when submitting Building codes to the California Building Standards Commission for acceptance, and/or other tools needed to move forward with the code adoption process at the local government and State level. This includes developing a proposed reach code template presentation for municipality staff use in presenting to their city councils.

Deliverable: List of Adoption Tools to develop with descriptions

2.4.2 Implementation tools

This includes building department training, permit and inspection processes streamlining (including documenting all process efficiencies and benefits enabled by a suite of proposed streamlined permitting processes), educating builder community, and/or other tools needed to move forward with the code implementation process.

Recommendations and deliverables will be developed with and vetted by the interested municipalities, development community, and other key stakeholders.

Deliverable: List of Implementation Tools to develop with descriptions

2.5 Provide Technical Assistance to Municipalities for Adoption

For each territory (PCE and SVCE), the Consultant will provide technical assistance to interested municipalities for the adoption process, including developing the tools mutually agreed to in 2.4. In addition, the technical assistance may include presenting to or answering technical questions at Commissions and Councils and preparing and submitting Building Electrification codes to the CEC for approval. PCE and SVCE have a total of thirty-four jurisdictions (21 and 13, respectively).

In advance of Task 2.5, PCE and SVCE will identify jurisdictions planning to participate and estimate the level of support required including task 2.5 and 2.6.

Deliverables:

1. Produced Adoption Tools (template documents, etc.)
2. Presentation slides delivered to municipalities
3. CEC submission packets
4. List of cities and assistance provided

2.6 Provide Technical Assistance to Municipalities for Code Implementation

For each territory (PCE and SVCE), the Consultant will provide technical assistance to municipalities for the implementation process, including developing the tools mutually agreed to in 1.4, and which may include staff training sessions as requested.

Deliverables:

1. Produced Implementation Tools (template documents, etc.)
2. Training slides delivered to municipalities
3. List of cities and assistance provided

3 Schedule

All work must be completed with sufficient time for municipalities to execute ordinances in 2019 that will go into effect on January 1, 2020. Code implementation and process streamlining under task 2.6 may carry over to June 2020 with PCEA and SVCE prior approval.

Deliverable: Consultant to provide a detailed schedule within 2 weeks of agreement execution

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:

1. Time and materials up to \$126,000 cost for administration, model code development and cost-effectiveness analysis (Task 1, Task 2.1 through 2.4, inclusive).
2. Time and materials up to \$174,000 adoption and implementation support (Task 2.5 and 2.6). These costs are not to exceed \$10,000 per municipality unless approved by PCE.
3. Billings will utilize the rate schedules below as fully loaded rates. Non-labor expenses are not to exceed \$3,500.
4. Invoices may be submitted no more than monthly, with hours identified by staff, rate and task.

TRC Rate Schedule

Title	Rate (\$/Hour)	Staff
Vice President	\$275	Cathy Chappell, Abhijeet Pande
Associate Vice President	\$230	Katie Wilson
Project Manager	\$160	Farhad Farahmand, Rupam Singla
Associate Project Manager	\$115	Avani Goyal
Research Associate	\$105	Yamini Arab, Parul Gulati

DNV GL Rate Schedule

Title	Rate (\$/Hour)	Staff
Project Lead	\$210	Douglas Kot
Deputy PM	\$180	Sarah Moe
Data Lead	\$155	Ben Butterworth
SME	\$205	Blake Herrschaft



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: January 16, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Jan Pepper, Chief Executive Officer
SUBJECT: Approval of revised Delegation of Authority Policy #14

RECOMMENDATION:

Approve revised Delegation of Authority Policy, which adds certain delegations of authority to approve expenses and commitments to the CFO/Treasurer to the current Disbursement Policy #14 previously adopted on November 16, 2017.

BACKGROUND:

Per the terms and conditions of the current Delegation of Authority Policy that was adopted by the Board on November 16, 2017, only authorized staff are permitted to approve certain expenses and commitments. With the recent hire of a Chief Financial Officer, and his subsequent appointment as Treasurer on December 20, 2018, this revised policy will delegate reasonable authority to the CFO to enable appropriate oversight of financial transactions.

ATTACHMENT:

Revised Delegation of Authority Policy
Redline of revised Delegation of Authority Policy

RESOLUTION NO. _____

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

* * * * *

RESOLUTION APPROVING REVISED DELEGATION OF AUTHORITY POLICY

DATED January 24, 2019

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 approved a delegation of authority policy on November 16, 2017 identified as Policy #14, and

WHEREAS, the Board of the Peninsula Clean Energy Authority appointed its Chief Financial Officer as Treasurer on December 20, 2018, and

WHEREAS, modifications of Policy #14 are required to delegate appropriate authority to the Chief Financial Officer to take actions and approve expenses as part of the organization's ongoing operations.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves the revised PCE Delegation of Authority Policy dated January 24, 2019.

* * * * *

	Document Title	Delegation of Authority Policy
	Date Implemented	Original Adoption: November 16, 2017 Revised: January 24, 2019
	Policy Number	14

Deleted: Version 1 /

Deleted: Reference No. /

1.0 PURPOSE:

Peninsula Clean Energy (PCE) is committed to effective and efficient management of its finances. The purpose of this policy is to:

- Establish the principles that govern the delegation of financial authority
- Support accountability in financial transactions
- Establish expense approval limits by role for ~~the staff of~~ Peninsula Clean Energy.

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2.0 RESPONSIBLE PARTIES:

The ~~Chief Financial Officer~~ is responsible for ensuring uniform policies and procedures are followed for delegating the approval authority.

Deleted: Director of Finance and Administration

3.0 GENERAL POLICY GUIDELINES:

- 3.1 The cumulative amount of financial authority is limited by approved budgets. Approval from the Board of Directors is required in order to exceed a budgeted amount as dictated in PCE's Joint Powers Agreement, Section 5.2.3.

4.0 SCOPE

- 4.1 ~~This~~ policy applies to all the employees of Peninsula Clean Energy.
- 4.2 ~~This~~ policy is for staff only and does not cover the Board of Directors' powers and responsibilities, which are detailed in PCE's Joint Powers Agreement.

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5.0 POLICY DETAILS:

The limits of authority set forth in this policy are the maximum limits authorized for the referenced position. This policy addresses the most common types of commitments, agreements, and expenditures for PCE, and the corresponding approval level that is required.

By position title, the limits are as follows:

- 5.1 Chief Executive Officer may approve any agreement if the total amount payable under the agreement is less than \$100,000 in any fiscal year, as stated in the PCE Joint Powers Agreement, section 3.4 (~~except for the specific approval authority granted in PCE Policy #15 related to energy supply procurement~~).
- 5.2 ~~Chief Financial Officer may approve any agreement for Operating, General and Administrative Expenses if the total amount payable under the agreement is less than \$100,000 in any fiscal year.~~
- 5.3 Director of Finance and Administration may approve any agreement if the total amount payable under the agreement is less than \$10,000 in any fiscal year for Operating, General and Administrative Expenses, and may approve reimbursement of allowable employee expenses. Notwithstanding the foregoing, Director of Finance and Administration may not authorize Payroll expenditures.
- 5.4 ~~The Chief Financial Officer and Director of Finance and Administration will prepare a written monthly report for the Chief Executive Officer that lists all agreements approved that month.~~

	Document Title	Delegation of Authority Policy
	Date Implemented	Original Adoption: November 16, 2017 Revised: January 24, 2019
	Policy Number	14

Deleted: Version 1 /

Deleted: Reference No. /

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Subject: Delegation of Authority Policy

1.0 PURPOSE:

Peninsula Clean Energy (PCE) is committed to effective and efficient management of its finances. The purpose of this policy is to:

- Establish the principles that govern the delegation of financial authority
- Support accountability in financial transactions
- Establish expense approval limits by role for the staff of Peninsula Clean Energy

2.0 RESPONSIBLE PARTIES:

The Chief Financial Officer is responsible for ensuring uniform policies and procedures are followed for delegating the approval authority.

3.0 GENERAL POLICY GUIDELINES:

- 3.1 The cumulative amount of financial authority is limited by approved budgets. Approval from the Board of Directors is required in order to exceed a budgeted amount as dictated in PCE's Joint Powers Agreement, Section 5.2.3.

4.0 SCOPE

- 4.1 This policy applies to all the employees of Peninsula Clean Energy.
- 4.2 This policy is for staff only and does not cover the Board of Directors' powers and responsibilities, which are detailed in PCE's Joint Powers Agreement.

5.0 POLICY DETAILS:

The limits of authority set forth in this policy are the maximum limits authorized for the referenced position. This policy addresses the most common types of commitments, agreements, and expenditures for PCE, and the corresponding approval level that is required.

By position title, the limits are as follows:

- 5.1 Chief Executive Officer may approve any agreement if the total amount payable under the agreement is less than \$100,000 in any fiscal year, as stated in the PCE Joint Powers Agreement, section 3.4 (except for the specific approval authority granted in PCE Policy #15 related to energy supply procurement).
- 5.2 Chief Financial Officer may approve any agreement for Operating, General and Administrative Expenses if the total amount payable under the agreement is less than \$100,000 in any fiscal year.

- 5.3 Director of Finance and Administration may approve any agreement if the total amount payable under the agreement is less than \$10,000 in any fiscal year for Operating, General and Administrative Expenses, and may approve reimbursement of allowable employee expenses. Notwithstanding the foregoing, Director of Finance and Administration may not authorize Payroll expenditures.
- 5.4 The Chief Financial Officer and Director of Finance and Administration will prepare a written monthly report for the Chief Executive Officer that lists all agreements approved that month.

DRAFT



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: January 16, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Jan Pepper, Chief Executive Officer
SUBJECT: Approval of revised Disbursement Policy #17

RECOMMENDATION:

Approve revised Disbursement Policy, which adds certain delegations of authority to approve payments and wire transfers to the CFO/Treasurer to the current Disbursement Policy #17 previously adopted on May 24, 2018.

BACKGROUND:

Per the terms and conditions of the current Disbursement Policy that was adopted by the Board on May 24, 2018, only authorized staff are permitted to approve certain financial payments and wire transactions. With the recent hire of a Chief Financial Officer, and his subsequent appointment as Treasurer on December 20, 2018, this revised policy will delegate reasonable authority to the CFO to enable appropriate oversight of financial transactions.

ATTACHMENT:

Revised Disbursement Policy
Redline of revised Disbursement Policy

RESOLUTION NO. _____

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

* * * * *

RESOLUTION APPROVING REVISED DISBURSEMENT POLICY

DATED January 24, 2019

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 approved a disbursement policy on May 24, 2018 identified as Policy #17, and

WHEREAS, the Board of the Peninsula Clean Energy Authority appointed its Chief Financial Officer as Treasurer on December 20, 2018, and

WHEREAS, modifications of Policy #17 are required to delegate approval authority to the Chief Financial Officer to approve expenses and payments as part of the organization's ongoing operations.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves the revised PCE Disbursement Policy dated January 24, 2019.

* * * * *



Policy Number: 17

Original Adoption Date:

May 24, 2018

Revised: January 24, 2019

Subject: Disbursement Policy

1.0 Purpose: The purpose of this policy is to provide procedures for the disbursement process through cash, check, wire, ACH or any other form of payment.

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2.0 Responsible Parties: The Chief Financial Officer is responsible for ensuring uniform policies and procedures are followed for the disbursement policy.

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3.0 Scope:

3.1 This policy applies to all employees of Peninsula Clean Energy.

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3.2 This policy is for staff only and does not cover the Board of Directors' powers and responsibilities, which are detailed in PCE's Joint Powers Agreement.

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4.0 Signature Authority:

Any PCE staff requesting a manual check will submit a written request to the Director of Finance and Administration and the Chief Executive Officer (CEO). The Director of Finance and Administration can sign checks up to \$1000 only after written approval from the CEO or CFO. Manual checks over \$1,000 must be co-signed by the by any two of these signatories (CEO, CFO, Director of Finance and Administration) as long as such signatures are in compliance with the limits of Section 5 of PCE's Delegation of Authority Policy. PCE staff should attempt to keep the use of manual checks to a minimum.

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5.0 Safeguard of Check Stock:

Check stock shall be physically secured in PCE's office at 2075 Woodside Road, Redwood City, CA 94061. Access will be limited to the Director of Finance and Administration, the CEO, and the Office Manager.

6.0 Controls at PCE's Bank:

- 6.1 PCE maintains its Operating Account at First Republic Bank (FRB).
- 6.2 The Payee Positive Pay function has been enabled at FRB to detect check fraud. The function allows matching of payee, check number and dollar amount of each check presented for payment against a list of checks previously authorized and issued by PCE.
- 6.3 FRB will place a debit block to protect the account against fraud or unauthorized payments.

6.4 Direct Debit Vendors: At times, certain vendors or taxing authorities will only transact with PCE if we allow them to direct debit (extract funds) from a PCE-designated bank account. All vendors with this requirement will be preapproved by the ~~CFO. The CFO, or his/her designee,~~ will maintain a list of all vendors that fall into this category. PCE will attempt to keep the number of vendors with this type of arrangement to a minimum.

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7.0 Segregation of Duties for Wire Transfers:

To ensure appropriate processing of payments, PCE staff must follow the approved segregation of duties ~~to ensure that~~ the same person cannot ~~setup/initiate~~ a wire and approve the payment. A wire can be initiated ~~by~~ Maher Accountancy. ~~Upon setup of a wire, Maher Accountancy will notify the CFO, with cc to the CEO, that such wire is ready for approval/release. Any such wire release must be approved by either the CFO or the CEO.~~

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Deleted: by 1) the Director of Finance and Administration or 2) ...

Deleted: and must be approved by the CEO based on the approval workflow per section 8 below. If a wire is initiated by the Director of Finance and Administration, it must be approved by the Chief Executive Officer.

If the ~~CFO and CEO are~~ not available to approve the wire, the Chair of the Board ~~may~~ approve it. If the Chair of the Board is not available to approve the wire, the Vice Chair ~~may~~ approve it.

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8.0 Payment Process:

Invoice approvals and payments will follow the following process:

8.1 Vendor or staff member sends invoice to PCE-Finance email box

8.2 Maher Accountancy uploads invoice to Bill.com

8.3 Approval

8.3.1 Approval Level 1 – Approval by Product/Service requestor

8.3.2 Approval Level 2a (non-Energy Procurement invoices) –

8.3.2.1 Approval by Director of Finance and Administration for invoices up to \$10,000; or

8.3.2.2 Approval by CFO or CEO

8.3.3 Approval Level 2b (Energy Procurement invoices) – Approval by CEO

8.3.4 Approval Level 3 – Approval by Maher Accountancy

8.4 Maher Accountancy integrates invoice into accounting system

8.5 Maher Accountancy prepares payment for final release

8.6 Payment Release

8.6.1 Wire Payment - CFO or CEO approves release of wire payment

8.6.2 Bill.com Payment – CFO or CEO approves release of payment

Deleted: All the parties involved in the disbursement process should follow the payment process as mapped in the Attachment A.

9.0 Policy Enforcement:

9.1 This policy will be shared with Maher Accountancy and FRB, who are expected to follow the defined processes.

9.2 Elimination of the approval step in the process or failing to follow this policy will be subject to disciplinary action or termination.

Subject: Disbursement Policy

1.0 Purpose: The purpose of this policy is to provide procedures for the disbursement process through cash, check, wire, ACH or any other form of payment.

2.0 Responsible Parties: The Chief Financial Officer is responsible for ensuring uniform policies and procedures are followed for the disbursement policy.

3.0 Scope:

3.1 This policy applies to all employees of Peninsula Clean Energy.

3.2 This policy is for staff only and does not cover the Board of Directors' powers and responsibilities, which are detailed in PCE's Joint Powers Agreement.

4.0 Signature Authority:

Any PCE staff requesting a manual check will submit a written request to the Director of Finance and Administration and the Chief Executive Officer (CEO). The Director of Finance and Administration can sign checks up to \$1000 only after written approval from the CEO or CFO. Manual checks over \$1,000 must be co-signed by any two of these signatories (CEO, CFO, Director of Finance and Administration) as long as such signatures are in compliance with the limits of Section 5 of PCE's Delegation of Authority Policy. PCE staff should attempt to keep the use of manual checks to a minimum.

5.0 Safeguard of Check Stock:

Check stock shall be physically secured in PCE's office at 2075 Woodside Road, Redwood City, CA 94061. Access will be limited to the Director of Finance and Administration, the CEO, and the Office Manager.

6.0 Controls at PCE's Bank:

6.1 PCE maintains its Operating Account at First Republic Bank (FRB).

6.2 The Payee Positive Pay function has been enabled at FRB to detect check fraud. The function allows matching of payee, check number and dollar amount of each check presented for payment against a list of checks previously authorized and issued by PCE.

6.3 FRB will place a debit block to protect the account against fraud or unauthorized payments.

6.4 Direct Debit Vendors: At times, certain vendors or taxing authorities will only transact with PCE if we allow them to direct debit (extract funds) from a PCE-designated bank account. All vendors with this requirement will be preapproved by the CFO. The CFO, or his/her designee, will maintain a list of all vendors that fall into this category. PCE will attempt to keep the number of vendors with this type of arrangement to a minimum.

7.0 Segregation of Duties for Wire Transfers:

To ensure appropriate processing of payments, PCE staff must follow the approved segregation of duties to ensure that the same person cannot setup/initiate a wire and approve the payment. A wire can be initiated by Maher Accountancy. Upon setup of a wire, Maher Accountancy will notify the CFO, with cc to the CEO, that such wire is ready for approval/release. Any such wire release must be approved by either the CFO or the CEO

If the CFO and CEO are not available to approve the wire, the Chair of the Board may approve it. If the Chair of the Board is not available to approve the wire, the Vice Chair may approve it.

8.0 Payment Process:

Invoice approvals and payments will follow the following process:

- 8.1 Vendor or staff member sends invoice to PCE-Finance email box
- 8.2 Maher Accountancy uploads invoice to Bill.com
- 8.3 Approval
 - 8.3.1 Approval Level 1 – Approval by Product/Service requestor
 - 8.3.2 Approval Level 2a (non-Energy Procurement invoices) –
 - 8.3.2.1 Approval by Director of Finance and Administration for invoices up to \$10,000; or
 - 8.3.2.2 Approval by CFO or CEO
 - 8.3.3 Approval Level 2b (Energy Procurement invoices) – Approval by CEO
 - 8.3.4 Approval Level 3 – Approval by Maher Accountancy
- 8.4 Maher Accountancy integrates invoice into accounting system
- 8.5 Maher Accountancy prepares payment for final release
- 8.6 Payment Release
 - 8.6.1 Wire Payment - CFO or CEO approves release of wire payment
 - 8.6.2 Bill.com Payment – CFO or CEO approves release of payment

9.0 Policy Enforcement:

- 9.1 This policy will be shared with Maher Accountancy and FRB, who are expected to follow the defined processes.
- 9.2 Elimination of the approval step in the process or failing to follow this policy will be subject to disciplinary action or termination.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: January 17, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Jeff Aalfs, Board Chair, Peninsula Clean Energy Authority
SUBJECT: Revision to Policy 16 - Board Officers & Committee Appointments

RECOMMENDATION:

Approve revised policy on the selection of the Chair and Vice Chair and appointment to the Executive Committee and other standing Board Committees.

BACKGROUND:

Peninsula Clean Energy Authority (PCE) was formed in February 2016 by the County of San Mateo and all twenty cities within the County. In March 2016, the PCE Board elected its first Chair (Dave Pine) and Vice Chair (Jeff Aalfs). In January 2018, the PCE Board adopted Policy 16 to govern the "Selection of the Chair and Vice Chair and appointment to the Executive Committee and other standing Board Committees." In February 2018, the PCE Board elected its second Chair (Jeff Aalfs) and Vice Chair (Rick DeGolia).

The PCE Board has established two committees:

- In April 2016, the PCE Board formed and appointed an Executive Committee made up of eight members.
- In April 2017, the PCE Board formed and appointed an Audit and Finance Committee made up of four members.

In March 2018, some new members were appointed to both the Executive Committee and the Audit and Finance Committee.

In addition, from time to time, the CEO has requested that members of the Board serve on ad hoc committees to provide her advice and counsel, often with respect to power purchase agreements. The policy described below and attached hereto is not intended

to inhibit that practice. However, it is of note that those advisory groups will not be convened with more than four Executive Committee members or two Audit and Finance Committee Members.

DISCUSSION:

The Board adopted Policy 16 on January 25, 2018. In order to ease the Executive Committee and Audit and Finance Committee's ability to reach a quorum, it is recommended that Policy 16 be revised to allow "up to nine members" on the Executive Committee, and "up to five members" on the Audit and Finance Committee.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION APPROVING REVISED POLICY ON THE SELECTION OF THE CHAIR
AND VICE CHAIR AND APPOINTMENT TO THE EXECUTIVE COMMITTEE AND
OTHER STANDING BOARD COMMITTEES**

DATED JANUARY 24, 2019

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 approved a policy on the selection of the Chair and Vice Chair and appointment to the Executive Committee and other standing Board Committees on January 25, 2018, identified as Policy #16, and

WHEREAS, the Board of the Peninsula Clean Energy Authority elected its second Board Chair and Vice Chair on February 22, 2018, and

WHEREAS, the Board of the Peninsula Clean Energy Authority appointed new members to the Executive Committee and Audit and Finance Committee on March 22, 2018, and

WHEREAS, modifications of Policy #16 are required to ease the Board Committees' ability to reach a quorum.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves the revised policy on the Selection of the Chair and Vice Chair and appointment to the Executive Committee and other standing Board Committees dated January 24, 2019.

* * * * *



Policy Number: 16
Original Adoption Date:
January 25, 2018
Revised: January 24, 2019

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Subject: Selection of the Chair and Vice Chair and appointment to the Executive Committee and other standing Board Committees.

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Policy: Policy governing: (i) the appointment of the Chair and Vice-Chair; (ii) the make up of, and appointment process for, the Executive Committee, the Audit Committee, and the Finance Committee; and (iii) the maximum term length, if any, of the Chair, Vice-Chair, and members the Executive Committee, and the Audit and Finance Committee.

Chair and Vice-Chair

The Chair and Vice-Chair will be elected by the Board to serve one year terms. The Chair and Vice-Chair will each be subject to a consecutive term limit of three years. That means that a member may serve as Chair for up to three consecutive one-year terms. However, after a break in service, a member may again serve as Chair. The same rules apply to the position of Vice-Chair. A member may consecutively serve three years as Vice-Chair and then three years as Chair. There is a general expectation that Vice-Chairs will serve as Chair following their term as Vice-Chair. However, ultimately, the decision whom to elect is at the discretion of the Board.

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With respect to the process and timing for nomination and election of the Chair and Vice-Chair, every January the Chair will appoint an *ad hoc* nominating committee made up of between three and five Board members, each of whom has indicated to the Chair an intention not to seek the positions of Chair or Vice-Chair. At the January meeting of the Board, the Chair will inform the Board of the composition of the nominating committee and invite interested members to notify the nominating committee of their desire to serve as either Chair or Vice-Chair. Prior to the February meeting of the Board, the nominating committee shall confer and prepare a recommendation regarding who should serve as Chair and Vice-Chair for that year. At the February Board meeting, that recommendation shall be submitted to the Board and the Board shall take action thereon.

Executive Committee

The Executive Committee will consist of up to nine members, two of whom will be the Chair and Vice-Chair and up to seven of whom will be separately elected by the Board to serve one-year terms. The Chair of the Board shall also serve as the Chair of the Executive Committee. The Vice-Chair of the Board shall also serve as the Vice-Chair of the Executive Committee. Members of the Executive Committee will not be subject to term limits.

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With respect to the process and timing for nomination and election of the Executive Committee, the Chair elected in February will, in consultation with the Vice-Chair, recommend to the Board at its March meeting a slate of up to ~~seven~~ Executive Committee members. The Board will be asked to cast a vote either for or against the entire slate. In the event ~~the~~ Board does not approve the slate, ~~any~~ Board members may nominate individual members to the Executive Committee or the Board may direct the Chair to return at the April Board meeting with a new slate.

Audit and Finance Committee

The Audit and Finance Committee will ~~consist of up to five~~ members elected by the Board to serve one-year terms. Members of the Audit and Finance Committee will not be subject to term limits.

With respect to the process and timing for nomination and election of the Audit and Finance Committee, the Chair elected in February will, in consultation with the Vice-Chair, recommend to the Board at its March meeting a slate of up to ~~five~~ Audit and Finance Committee members. The Board will be asked to cast a vote either for or against the entire slate. In the event ~~the~~ Board does not approve the slate, ~~any~~ Board members may nominate individual members to the Audit and Finance Committee or the Board may direct the Chair to return at the April Board meeting with a new slate. Annually, the Audit and Finance Committee will elect a Chair of the Audit and Finance Committee at their first meeting following the election of the slate.

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Policy Number: 16
Original Adoption Date:
January 25, 2018
Revised: January 24, 2019

Subject: Selection of the Chair and Vice Chair and appointment to the Executive Committee and other standing Board Committees.

Policy: Policy governing: (i) the appointment of the Chair and Vice-Chair; (ii) the make up of, and appointment process for, the Executive Committee, the Audit Committee, and the Finance Committee; and (iii) the maximum term length, if any, of the Chair, Vice-Chair, and members the Executive Committee, and the Audit and Finance Committee.

Chair and Vice-Chair

The Chair and Vice-Chair will be elected by the Board to serve one year terms. The Chair and Vice-Chair will each be subject to a consecutive term limit of three years. That means that a member may serve as Chair for up to three consecutive one-year terms. However, after a break in service, a member may again serve as Chair. The same rules apply to the position of Vice-Chair. A member may consecutively serve three years as Vice-Chair and then three years as Chair. There is a general expectation that Vice-Chairs will serve as Chair following their term as Vice-Chair. However, ultimately, the decision whom to elect is at the discretion of the Board.

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With respect to the process and timing for nomination and election of the Audit and Finance Committee, the Chair elected in February will, in consultation with the Vice-Chair, recommend to the Board at its March meeting a slate of up to five Audit and Finance Committee members. The Board will be asked to cast a vote either for or against the entire slate. In the event the Board does not approve the slate, any Board members may nominate individual members to the Audit and Finance Committee or the Board may direct the Chair to return at the April Board meeting with a new slate. Annually, the Audit and Finance Committee will elect a Chair of the Audit and Finance Committee at their first meeting following the election of the slate.





**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: January 14, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

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

FROM: Kirsten Andrews-Schwind, Communications and Outreach Manager
and Leslie Brown, Director of Customer Care

SUBJECT: Update on PCE's Marketing and Outreach Activities

BACKGROUND:

The Communications Team has been busy managing press coverage, public relations, local programs marketing, community outreach, PCE's online and social media presence, responding to customer requests, and preparing future campaigns.

DISCUSSION:

2018 PCE Communications Year-End Review by the Numbers

Thank you to Communications team members Charlsie Chang, TJ Carter, Alejandra Posada (now on the Programs team), recent hire Carlos Moreno, and PR consultant Tom Mertens for a highly productive year in spreading PCE's good news far and wide. Here is a summary of 2018 achievements in expanding our reach.

Media and Public Relations

- Prepared and released **9 press releases, 2 media alerts, 4 blog posts, and 3 newsletters.**
- **Gained a 240% increase from 2017** in the number of major news articles mentioning or featuring PCE, from 15 in 2017 to more than 52 in 2018. See list at <https://www.peninsulacleanenergy.com/news-media>

- Business Wire used to release Visa and Wright Solar announcements gaining **more than 6,000 additional views from media outlets worldwide.**

Website and Electronic Communications

- **Redesigned website** with updated look and the ability to organize more content as we expand local programs.
- **Hosted 38,000 unique users to PCE website in 2018.**
- **Earned 551,100 Twitter impressions in 2018**, a 264% increase from 2017. Improved targeting to strategic audiences for each boosted post.
- **Earned 128,269 Facebook total post impressions in 2018**, a 16% increase over 2017.
- **Achieved 5,795 views of PCE Spanish language YouTube video ad in San Mateo.** Ran Spanish ad explaining PCE on YouTube during Soccer World Cup coverage as most cost-effective way to geotarget to Spanish-speaking residents in the county.

Community Outreach

- Organized PCE community outreach at **157 community events reaching approximately 7,200 people** with in-person conversations about PCE.
- Developed successful new nonprofit Outreach Grant program that created **approximately 100,000 positive impressions in 5 languages from 5 trusted community partners.** Program now being replicated by other CCAs.
- Trained more than **20 new PCE outreach volunteers** to help PCE staff at community events.
- Joined and actively participated in **15 Chambers of Commerce**, including sponsoring events and mixers.
- Organized **four in-person NEM billing workshops** providing in-depth education for more than **100 PCE solar customers** on how to understand their bills.
- **Launched Schools and Youth outreach**, including awarding two special prizes at the County STEM Fair, hosting a summer teacher intern to prepare educational materials, launching a Schools and Youth section of the PCE website with educational resources, and developing collaboration with the San Mateo County Office of Education.

Local Program Marketing

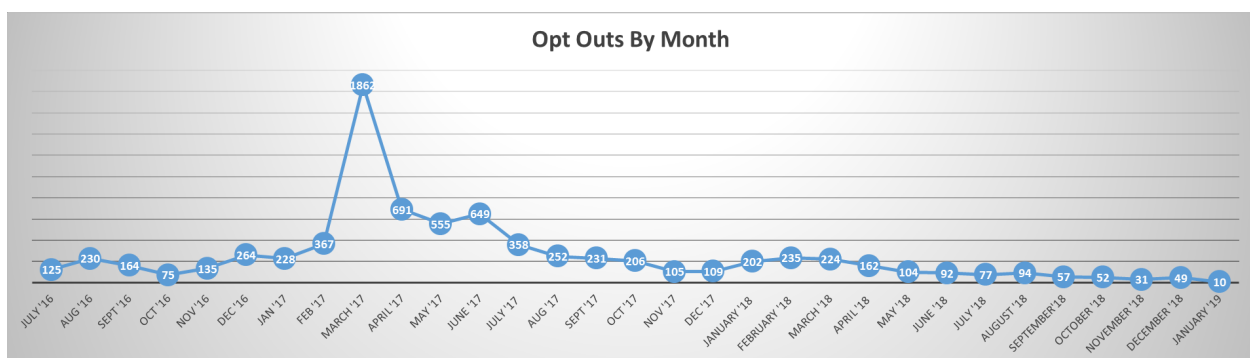
- **Achieved 16,500 unique page views on PCE program web pages** since launched in June 2018. **Increased website traffic by 176%** with launch of EV promotional materials.
- Developed **GO ELECTRIC** sub brand and logo for all PCE energy programs.

- Developed and implemented advertising campaign promoting electric vehicle promotion in **11 publications and media**:
 - San Mateo Daily Journal
 - Almanac
 - Half Moon Bay Review
 - Half Moon Bay Magazine
 - Pacifica Magazine
 - Pilot
 - Climate Magazine
 - Foster City Islander
 - Google adwords
 - Boosted Facebook posts
 - Boosted Twitter posts
- Designed and sent three post card mailers to all PCE residential customers advertising EV promotion
- Sent three e-mail blasts to residential customer email list, and partnered with the Office of Sustainability to send an email blast to all County employees.

A market research survey to be conducted in early 2019 will measure impact on customer awareness of PCE compared to late 2017.

Enrollment Statistics to Date

Opt-out rates have remained consistently low this winter, ranging from 13, to a low of 8, per week. Five cities maintained their participation rate in December with “0” opt-outs: Atherton, Brisbane, Colma, Hillsborough, Portola Valley. Our overall participation rate is 97.55% of eligible accounts.



Opt-Outs by City

CITY	Eligible Accts	Total	TOTAL OPT OUT %
PORTOLA VALLEY INC	1,678	107	6.38%
SAN BRUNO INC	16,418	619	3.77%
PACIFICA INC	15,448	536	3.47%
SO SAN FRANCISCO INC	24,934	863	3.46%
DALY CITY INC	33,958	1056	3.11%
EAST PALO ALTO INC	7,914	234	2.96%
HALF MOON BAY INC	4,962	139	2.80%
MILLBRAE INC	9,368	260	2.78%
UNINC SAN MATEO CO	24,488	674	2.75%
SAN MATEO INC	44,021	1091	2.48%
BELMONT INC	11,861	283	2.39%
SAN CARLOS INC	14,616	347	2.37%
HILLSBOROUGH INC	4,041	85	2.10%
BURLINGAME INC	15,424	319	2.07%
REDWOOD CITY INC	34,985	722	2.06%
BRISBANE INC	2,486	50	2.01%
FOSTER CITY INC	14,672	289	1.97%
WOODSIDE INC	2,286	41	1.79%
COLMA INC	695	11	1.58%
ATHERTON INC	2,704	42	1.55%
MENLO PARK INC	15,734	224	1.42%
Grand Total	302,693	7,992	2.64%
Adjusted Total	302,693	7,427	2.45%

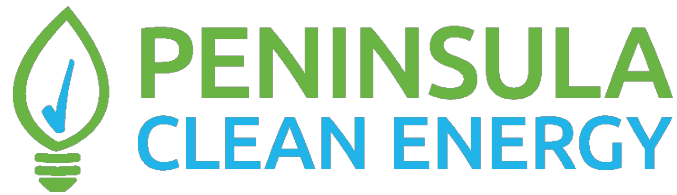
There are now over 5,500 accounts in ECO100. In addition to the County, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of January 14, 2019 include Atherton, Belmont, Brisbane, Burlingame, Colma, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Portola Valley, Redwood City, San Carlos, San Mateo, Woodside, and the County of San Mateo.

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

Active Accounts by City and Opt-Up Rate

City	ECO100	Active Accounts	Opt-Up %
Atherton	54	2,612	2.07%
Belmont	157	11,530	1.36%
Brisbane	84	2,422	3.47%
Burlingame	321	15,044	2.13%
Colma	28	672	4.17%
Daly City	73	32,793	0.22%
East Palo Alto	18	7,622	0.24%
Foster City	274	14,306	1.92%
Half Moon Bay	90	4,756	1.89%
Hillsborough	62	3,927	1.58%
Menlo Park	433	15,405	2.81%
Millbrae	93	9,087	1.02%
Pacifica	134	14,883	0.90%

Portola Valley	1,497	1,575	95.05%
Redwood City	644	33,852	1.90%
San Bruno	87	15,761	0.55%
San Carlos	264	14,074	1.88%
San Mateo	593	42,757	1.39%
So San Francisco	81	23,921	0.34%
Uninc San Mateo Co	478	23,541	2.03%
Woodside	49	2,226	2.20%
Agriculture	0	243	0%
Grand Total	5,514	293,009	1.88%



PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence

DATE: January 17, 2019
BOARD MEETING DATE: January 24, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

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

FROM: Joseph Wiedman, Director of Regulatory and Legislative Affairs
Jeremy Waen, Manager of Regulatory Affairs

SUBJECT: Update on PCE's December and January Regulatory and Legislative Activities

SUMMARY:

The end of December and early January continued to bring a steady beat of regulatory and legislative activity. As discussed in more detail below, PCE, as part of CalCCA (California Community Choice Association), a coalition of CCAs (Community Choice Aggregators) or on its own behalf, submitted seven pleadings at the California Public Utilities Commission (CPUC or Commission). PCE's regulatory and legislative team attended four other stakeholder meetings, detailed under Regulatory Outreach and Legislative Advocacy.

DEEPER DIVE:

Regulatory Outreach

On Monday, January 7, 2019, Siobhan Doherty attended a workshop hosted by Energy Division staff in R.16-02-007 (Integrated Resource Planning) to discuss the results of the staff's review of the integrated resource plans (IRPs) filed by all load serving entities (LSEs) in California. At a high level, staff found that their review did not reveal any serious collective deficiencies in the IRPs filed by LSEs. Staff's review found that there would be sufficient hydro-electric generation resources in the Pacific Northwest to serve the entities that anticipated contracting with those resources. Staff found that there was sufficient capacity to serve LSEs who picked California hydro-electric resources in rainy years for California's hydro-electric resources, but that in dry years there were insufficient resources. However, staff did not believe the situation was a cause for serious concern as other resources could be selected. Finally, staff determined that an aggregated portfolio of resources based off of submitted IRPs met reliability needs. Unfortunately, the aggregated portfolio did result in emissions that were higher than anticipated. Work in the docket will continue to address these and related matters.

On Friday, January 11, 2019 Joseph Wiedman met with Nora Hawkins, staff lead on community solar at the California Public Utilities Commission, to discuss next steps in the ongoing development of the Commission's green tariffs to provide service to disadvantaged communities and to introduce Ms. Hawkins to PCE's team.

Regulatory Advocacy

R.16-02-007 – Integrated Resource Planning (IRP) – On Thursday, December 18, 2018, CalCCA filed comments in the docket discussing a range of high-level issues regarding reliability issues that could be addressed in the IRP docket. CalCCA's comments generally argued that there is no near-term or intermediate-term reliability concerns. However, California's energy markets are evolving due to increased customer options for behind-the-meter resources, the growth of CCAs, and the retirement of fossil generation. Because of this evolution, the PUC needs to reform its regulatory processes to be more transparent and avoid creating regulatory uncertainty. On Monday, January 14, 2019, CalCCA filed reply comments addressing concerns raised by other parties. CalCCA's comments explained the need for better coordination between the CA Independent System Operator and the Commission, corrected certain mischaracterizations about CCAs participation in the docket, and explained how the IRP docket and the Commission's resource adequacy docket fit together.

R.17-09-020 – Resource Adequacy – On Wednesday, November 21, 2018, the Commission released a proposed decision which would establish the state's three large investor-owned utilities (IOUs) as the sole purchasers of local resource adequacy services on behalf of all community choice aggregators and energy service providers operating in their respective service territories (i.e. IOUs acting as a central buyer). On Tuesday, December 11, 2018, CalCCA filed comments on the proposed decision pointing out serious concerns with the proposed decision. CalCCA argued that the proposed decision violates CCA procurement autonomy enshrined in California law and potentially violates federal law by impinging on the ability of CCAs to serve their customers with already selected resources. Moreover, CalCCA argued that the proposed decision would create stranded costs for CCAs who had invested in multi-year local resource adequacy contracts if those contracts are not selected by the utilities to meet local resource adequacy needs, would drive overprocurement by load serving entities of necessary resources by allowing the utilities to ignore resources that were already procured by CCAs to serve local resource adequacy needs, and that the proposed decision would create disincentives for load serving entities to engage in procurement of preferred resources such as solar distributed generation or energy storage which could be used to meet local resource adequacy needs. CalCCA filed reply comments on the proposed decision on Wednesday, December 17, 2018. Due to the high level of interest in the docket, Commissioner Guzman-Aceves noticed an All-Party Meeting for Friday, January 4, 2019. Jeremy Waen attended the All-Party Meeting on behalf of PCE. Parties, including CalCCA and several other stakeholders, voiced their strong opposition to a "full" central buyer framework implemented for 2020, and instead encouraged the Commission to delay consideration of a need for a central buyer to 2021 while the impacts of the new 3-year forward Local RA obligations take effect in 2020. SDG&E also spoke in opposition of the proposed decision challenging its preference for the IOUs to serve as central buyers. Commissioner Guzman-Aceves has delayed consideration of the proposed decision from the Commission's January 10, 2019 voting meeting to the voting meeting on January 31, 2019.

R.17-06-026 – Power Charge Indifference Adjustment (PCIA) – On Thursday, December 19, 2018, ALJ Roscow held a prehearing conference to discuss the scope and schedule for Phase 2 of the PCIA docket. The biggest topics of discussion was the number of working groups

needed to complete the tasks in front of the stakeholders, the structure of the working groups, whether contracts being attributable to CCA customers and unavoidable are still open to discussion in the docket, and issues related to confidential information and NDAs. We anticipate the Commission issuing a scoping memo addressing these topics shortly so that work in the docket can proceed.

A.18-06-001 – PGE Energy Resource Recovery Account (ERRA) Forecast – On Friday, December 7, 2018, the assigned administrative law judge issued a Proposed Decision (PD) addressing the topics raised by parties. Key takeaways include: 1) The decision agrees with the CCAs on how to handle the forecasting of PG&E's sales of RPS-eligible energy, resource adequacy capacity, and brown power within the ERRA process; 2) The decision also agreed with CCAs that billing determinants changes proposed by PG&E to allocate the PCIA should be rejected until the changes can be investigated further; and 3) The decision does not agree with the CCAs that 2018 brown power sales should be true-up based on actuals and the true-up should be rolled into 2019 forecasted rates. The Joint CCAs filed comments on the proposed decision on Monday, December 17, 2018 and reply comments on the proposed decision on Monday, December 24, 2018. On December 27, 2018 the ALJ issued a ruling seeking comments on revised calculations to support the PD. On Friday, January 4, 2019, the Joint CCAs presented comments in response to the ALJ's ruling. At the Commission's January 10, 2019 voting meeting, the proposed decision was held until Thursday, January 31, 2019. In addition, Jeremy Waen joined other CCAs in a series of ex parte meetings with Commissioner's offices on the proposed decision. During these ex parte meetings, the Joint CCA representatives stressed the need to preserve the PD's positions on items 1 & 2 and to order a true-up of 2018 brown power. The PD was held during the January 10, 2019 voting meeting until the Commission's January 31, 2019 voting meeting. PG&E's aim remains to adjust its rates for 2019, effective March 1, 2019.

A.18-11-003 – PG&E Comm. EV Rates – On Monday, December 17, 2018, PG&E filed a response to PCE and MCE's joint protest of their application to establish special EV rates. PG&E generally argued that the concerns PCE raised are out of scope for the docket. The Prehearing Conference for this application will be held on January 22, 2019.

CA Customer Choice Project – On Thursday, January 3, 2018, the PUC released a final version of the CA Customer Choice Project.¹

Legislative Advocacy

The 2019-2020 legislative session started December 3, 2018. PCE continues to coordinate with CalCCA and our local electeds on general legislative strategy and ideas for legislation in 2019.

On Tuesday, January 15, 2019, Joseph Wiedman traveled to Sacramento to meet with various legislative staff including Mary McDonald, Chief Consultant to the Assembly Committee on Utilities and Energy; Gabrielle Zeps, Chief Policy Consultant to Speaker Anthony Rendon; Laura McWilliams, Energy Policy Analyst for Senator Jerry Hill; and Miles Horton, Legislative Aide to Senator Scott Wiener. Mr. Wiedman provided an update to staffers on PCE's programs, including the recently authorized electric vehicle infrastructure program. Mr. Wiedman also discussed PCE's integrated resource planning efforts particularly regarding PCE's integrated

¹ Available at:

http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Utilities_and_Industries/Energy_-_Electricity_and_Natural_Gas/Final%20Gap%20Analysis_Choice%20Action%20Plan%2012-31-18%20Final.pdf

resource plan filing at the Commission identifying need for over 500 megawatts of energy storage resources. Finally, Mr. Wiedman communicated the fact that PCE is in a strong financial position and will continue to aid the state in meeting its energy challenges.

FISCAL IMPACT:

Not applicable.



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: Jan. 12, 2019
BOARD MEETING DATE: Jan. 24, 2019
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: Local Programs Report

SUMMARY

Five of the six programs approved by the Board in 2018 are currently being executed:

- Community Pilots
- EV Ride and Drives
- EV Apartments Technical Assistance
- New Vehicle Dealer Promotion
- Curbside & Multi-Unit Dwelling Pilot

The Low-Income Vehicle Incentive contract is in the Board materials for this meeting, and EV Infrastructure Incentive are under development.

DETAIL

The Board approved five programs at the April 26, 2018 meeting. Below is the summary status of each program element, except Community Pilots, with additional detail further below:

Program	Status
Community Pilots: 6 awardees selected for innovative projects of up to \$75,000.	The San Mateo County, Office of Sustainability Municipal Green Fleets contract is executed. Other contracts are being finalized.
EV “Ride & Drive” events: Special emphasis on corporate campuses. 6 events reaching ~1,000 participants.	Events completed: Genentech (8/9), Facebook Festival (8/11), San Mateo County Center (10/3), Burlingame Fall Fest (10/28), YouTube (12/12). The 2019-2022 RFP has been released. Additional detail below.
New Electric Vehicle Promotion: Competitive solicitation to dealers to deliver aggressive cost discount.	The EV Promotion program is in the closing phase. An estimated 111 vehicles were sold or leased. PCE is conducting a broad survey to assess overall marketing impact. Additional detail below.
Easy Charge Apartments: Technical assistance program for apartment building owners for EV infrastructure.	As a stop-gap while the EV Infrastructure program is developed, the technical assistance program has been extended through May.
Low-Income Used EV Incentive: Incentive program for used EV adoption by low-income residents. Estimated incentive level: \$4,000/vehicle.	The contract with Peninsula Family Services is in the Board materials for approval at the January meeting. Program public launch details are under development.
Curbside & Multi-Unit Dwelling Pilot: Pilot program to foster technology and pilot low-power solutions in MUDs; and develop policies and pilot curbside charging.	The MUD portion of the project is now in RFP and proposals are expected February 14. Staff expects to bring the contract to the Board in March or April.

EV Ride & Drives

Five events have been executed. We held an event at YouTube headquarters in San Bruno on Wednesday, December 12th. The event ran from 10 AM to 3 PM and included nine test drive vehicles: two Tesla Model 3, Chevrolet Volt, Chevrolet Bolt, Tesla Model S, two Nissan LEAFs, and two BMW 530e. This was the fifth event in the pilot six event Go Electric PCE PEV ride and drive series. The event was open to all YouTube employees. Attendees had an opportunity to learn about the latest electric vehicles and available incentives, including those offered by PCE. The day produced 151 test drives with 14 passenger rides for a total of 165 EV experiences.

PCE has released an RFP for 2019 program. Proposals are due January 24. Staff expects to bring the contract to the Board in February.

New EV Promotion (Dealer Program)

The EV Promotion program sales phase has concluded as of December 31. The program is modeled on the Sonoma Clean Power DriveEV program (formerly Drive EverGreen). The program includes a competitive RFP which invites dealerships to offer competitive discounts. Three dealerships chose to participate: Stewart Chevrolet, Burlingame Nissan, and Peter Pan BMW. BMW experienced delays with approvals but joined the program in late October. At the beginning of November PCE added \$1,000 rebate to accelerate uptake and prior EV purchasers in the program were grandfathered in and will be issued the same rebates.

An estimated 111 sales and leases have been closed since inception. PCE has invested approximately \$100,000 in marketing (mailings, email, online) to reach all residential accounts (approximately 270,000).

A major benefit from the program lies beyond the number of sales but in the broader awareness and interest likely generated from the marketing. PCE is in the closing stages of development of a market survey to gauge interest and awareness as a baseline for future EV promotion assessment. This market survey will include assessing whether PCE is perceived as a “trusted messenger” on EV information, providing an additional metric of the effectiveness of the New EV Promotion campaign. The survey will be executed by email and phone with a sample size of not less than 400 participants and is expected to run from late January through mid-February. Survey results and other assessment data will be brought to the Board in a subsequent meeting.