



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, August 22, 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.

REGULAR AGENDA

1. Chair Report (Discussion)
2. CEO Report (Discussion)
3. Citizens Advisory Committee Report (Discussion)
4. Authorize the CEO to execute amendment(s) to the agreement(s) with Woodside Road Holdings, LLC, in a form approved by Counsel, to add office space in the 2055 Woodside Road building to PCE's lease, extend the current lease at the 2075 Woodside Road location by two years through September 30, 2026, add EV charging stations, and purchase furniture and office supplies in an amount not to exceed \$1,800,000. (Action)
5. Authorize the Chief Executive Officer to execute agreement(s) with Consultants for the EV Charging Technical Assistance Program (Action)
6. Authorize the Chief Executive Officer to execute agreement(s) for IRP (Integrated Resource Plan) Joint Consulting (Action)
7. Approve Resolution delegating authority to the Chief Executive Officer to Attest to the Accuracy of the Information Provided in PCE's 2018 Power Content Label (Action)
8. Approve Participation in TOU (Time of Use) Rates Transition and use of Bill Protection (Action)
9. Approve Amended Contract of PCE Chief Executive Officer (Action)
10. Board Members' Reports (Discussion)

CONSENT AGENDA

11. Approval of the Minutes for the July 25, 2019 Meeting (Action)
12. Approve Changes to Employee Benefits for Medical Insurance and Long-Term Disability Insurance effective January 1, 2020 (Action)

INFORMATION ONLY REPORTS

13. Marketing and Outreach Report
14. Regulatory and Legislative Report

15. Community Energy Programs Report

16. Procurement 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: August 8, 2019
BOARD MEETING DATE: August 22, 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 have made an offer for the Building Electrification Programs Manager.

We have the following open positions posted on PCE website under "Join Our Team:"

- Administrative Assistant
- Strategic Accounts Manager (formerly called Business Relationship Manager)
- Director of Marketing and Community Affairs
- Senior Renewable Energy Analyst
- Renewable Energy and Compliance Analyst

We appreciate your efforts to let your networks know about these openings.

PCE Strategic Planning Activity

On July 29, the RFP for a strategic planning consultant was launched to find a firm to help develop a medium- to long-term strategic plan for the organization. Proposals are due on August 20, and an update will be provided at the board meeting.

PCE Marketing Plan Activity

On July 30, PCE staff met with the marketing plan consultants, Cyclops to finalize the detailed outline of the PCE marketing plan. On August 1, a subset of the board subcommittee (Wayne Lee, Laura Parmer-Lohan, and Ian Bain) as well as PCE staff reviewed the detailed outline and provided additional input.

Meetings with Board Members and City Managers

No updates for this month.

Merced County Activities

The city of Los Banos has requested that PCE provide a presentation for the Los Banos City Council. This is being scheduled for the near future.

Other Meetings and Events Attended by CEO

Attended meeting with Bill Johnson, PG&E CEO on Monday July 22, with 8 CCA CEO's. Regular meetings with him and senior PG&E management will be held in the future.

Presented an update on PCE to the Millbrae City Council on July 23.



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: August 9, 2019
BOARD MEETING DATE: August 22, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Andy Stern, Chief Financial Officer

SUBJECT: Authorize the CEO to execute amendment(s) to the agreement(s) with Woodside Road Holdings, LLC, in a form approved by Counsel, to add office space in the 2055 Woodside Road building to PCE's lease, extend the current lease at the 2075 Woodside Road location by two years through September 30, 2026, add EV charging stations, and purchase furniture and office supplies in an amount not to exceed \$1,800,000.

RECOMMENDATION:

Staff recommends that the Board approves an amendment to its existing lease agreement to add an additional approximate 1,692 square feet to its existing lease agreement and an extension of the existing lease of approximately 5,968 square feet. The amendment would extend the term of the existing lease from its current termination of September 30, 2024 through September 30, 2026 and would make the term of both spaces be to be co-terminus on September 30, 2026. The rate for both spaces would follow the already-existing rate schedule in place providing annual increases of 3% per year.

BACKGROUND:

1. Existing Space

PCE signed a lease on January 31, 2017 for its exiting office space at 2075 Woodside Road for 5,968 square feet (the "Existing Space"). It was subsequently amended on May 21, 2017 with minor modifications. The term of the lease started on August 1, 2017 and extends through September 30, 2024. The starting rent was for \$5.00 per square foot per month, or \$29,840 per month, with 3% increases effective on August 1 of each year through the end of the lease. The current monthly rent is \$31,657, or \$379,887 per year.

The Existing Space was originally outfitted for 21 employees; 15 in cubicles and 6 in offices. Recent work to make spaces smaller resulted in an increase of employee workspaces to 27; 20 in cubicles and 7 in offices. Of the 27 workspaces, 21 are occupied today with active, open searches for 5 new positions. If and when those employees are hired, that will leave 1 open space for continued expansion.

PCE's draft organization plan indicates expansion to 32 workspaces over the next 12-18 months (with the potential for 1-2 more depending on whether or not certain functions continue as outsourced or brought in-house).

2. New Space

Recently, a small office consisting of 1,692 square feet (the "New Space") became available for lease in 2055 Woodside Road (the building located next door to the Existing Space). PCE Staff have evaluated several options for expansion including relocation of the primary headquarters location, purchase/acquisition of a permanent location, and expansion of space in or near the Existing Space. Given the significant expense of acquiring/retrofitting a permanent location on the SF Peninsula, and the long-term nature of the business that PCE operates in, it has been determined that remaining in the Existing Space makes the most sense.

Although rental rates have continued to escalate in the local area, PCE has been offered the New Space at rental rates the same as the Existing Space in exchange for extension of the term of the Existing Space for 2 additional years through September 30, 2026. The lease on both spaces would expire on that date.

The comparison of payments over the life of the lease is as shown below (assuming October 1, 2019 commencement date):

			Monthly Amount			Annual Amount		
	Lease Dates	Number of Months	Original Lease	Proposed Revised Lease		Original Lease	Proposed Revised Lease	
Original Lease								
	10/1/17 - 7/31/18	10	\$ 29,840	\$ 29,840		\$ 298,400	\$ 298,400	
	8/1/18 - 7/31/19	12	\$ 30,735	\$ 30,735		\$ 368,820	\$ 368,820	
	8/1/19 - 9/30/19	2	\$ 31,657	\$ 31,657		\$ 63,315	\$ 63,315	Today
	10/1/19 - 7/31/20	10	\$ 32,606	\$ 41,581		\$ 326,060	\$ 415,812	Addition of New Space
	8/1/20 - 7/31/21	12	\$ 32,606	\$ 41,850		\$ 391,272	\$ 502,205	
	8/1/21 - 7/31/22	12	\$ 33,585	\$ 43,107		\$ 403,022	\$ 517,284	
	8/1/22 - 7/31/23	12	\$ 34,593	\$ 44,400		\$ 415,113	\$ 532,803	
	8/1/23 - 7/31/24	12	\$ 35,631	\$ 45,732		\$ 427,566	\$ 548,787	
	8/1/24 - 9/30/24	2	\$ 36,699	\$ 47,104		\$ 73,399	\$ 94,208	
		84				\$ 2,766,967	\$ 3,341,633	
Amendment								
	10/1/2024 - 7/31/25	10		\$ 47,104		\$ -	\$ 471,042	
	8/1/25 - 7/31/26	12		\$ 48,517		\$ -	\$ 582,208	
	8/1/26 - 9/30/26	2		\$ 49,973		\$ -	\$ 99,946	
		24				\$ -	\$ 1,153,195	
								Additional Amount
Combined		108				\$ 2,766,967	\$ 4,494,829	\$ 1,727,862

In addition to the increased rent, PCE will need to outfit the New Space with furniture and other technology-related equipment including printer, copier, and internet access.

3. *EV Charging Stations*

The current parking lot configuration has 4 EV charging stations available for all tenants. Given the increasing number of EVs in use in San Mateo County, particularly among PCE employees, the charging stations are often occupied. As part of the negotiated agreement, PCE would also be provided with 4 charging stations located near our employee entrance door that would be reserved for PCE-only use for which the use rates and revenues would be controlled by PCE. Since the 4 stations would still be owned by the landlord, an agreement has been reached to have the landlord pay for installation of the stations (estimated at \$30,000), and charge PCE an amortized amount of approximately \$469 per month over the term of the lease. The estimated total cost of the charging stations at PCE is \$38,500 over the full term of the extended lease term.

FISCAL IMPACT:

The total cost of the amendment is not expected to exceed \$1,800,000 over the next seven years, including the following: increased rent (approximately \$1,728,000), EV charging station repayment (approximately \$38,500), and furniture/equipment to outfit the New Space (approximately \$30,000).

RESOLUTION NO. _____

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

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**RESOLUTION TO AUTHORIZE CEO TO EXECUTE AMENDMENT(S) TO THE
AGREEMENT(S) WITH WOODSIDE ROAD HOLDINGS, LLC, IN A FORM
APPROVED BY COUNSEL, TO ADD OFFICE SPACE IN THE 2055 WOODSIDE
ROAD BUILDING TO PCE’S LEASE, EXTEND THE CURRENT LEASE AT THE 2075
WOODSIDE ROAD LOCATION BY TWO YEARS THROUGH SEPTEMBER 30,
2026, ADD EV CHARGING STATIONS, AND PURCHASE FURNITURE AND OFFICE
SUPPLIES IN AN AMOUNT NOT TO EXCEED \$1,800,000**

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

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

WHEREAS, PCEA signed a lease for 5,968 square feet on January 31, 2017 to
house its offices and employees at 2075 Woodside Road in Redwood City; and

WHEREAS, said lease was amended on May 17, 2017; and

WHEREAS, the existing space at 2075 Woodside Road can provide workspace
for up to 27 employees; and

WHEREAS, PCE has plans to expand its employee count to approximately 31 people in the next 12-18 months and would outgrow the existing space in that timeframe; and

WHEREAS, 1,692 feet of additional space has become available in the building next door to 2075 Woodside Road at 2055 Woodside Road at rates that are the same as the existing lease for a term that is to be co-terminus with the existing lease; and

WHEREAS, PCEA would like to take on the additional space in a location that is near its existing space to enable close communication between its employees who will be located in the two office spaces; and

WHEREAS, the total amount for the increased rent including both 2075 Woodside Road and 2055 Woodside Road for a period ending September 30, 2026 is approximately \$1,726,000; and

WHEREAS, PCEA is seeking to expand its electric vehicle charging capabilities from the four stations that it currently shares with other tenants of 2055 Woodside Road; and

WHEREAS, Woodside Road Holdings, LLC, the landlord of 2075 and 2055 Woodside Road, has offered to pay for the installation of four additional stations (at an estimated cost of \$30,000), and to charge PCE an amortized amount of approximately \$469 per month over the term of the lease; and

WHEREAS, the estimated total cost of the charging stations at PCE is \$38,500 over the full term of the extended lease term; and

WHEREAS, in addition to the increased rent, PCE will need to outfit 2055 Woodside Road with furniture and other technology-related equipment including printer, copier, and internet access at cost of \$30,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board authorizes the Chief Executive Officer to execute the amendment(s) to the agreement(s) with Woodside Road Holdings, LLC, in a form approved by Counsel, to add office space in the 2055 Woodside Road building to PCE's lease, extend the current lease at the 2075 Woodside Road location by two years to September 30, 2026, and add rental of four additional EV charging stations. PCE shall also outfit the 2055 Woodside Road property with furniture and supplies. The agreement(s) shall not exceed \$1,800,000.

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PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: Aug. 8, 2019
BOARD MEETING DATE: Aug. 22, 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: Electric Vehicle Charging Infrastructure, Technical Assistance RFP Selection

RECOMMENDATION

Delegate authority to the Chief Executive Officer to execute the Technical Assistance Consultant contract up to \$2 million with proposed awardee CLEAResult as part of the Electric Vehicle Charging Infrastructure (EVCI) Program. The Technical Assistance Program will provide outreach and guidance to workplaces, apartments, condominiums, schools, and other public locations to facilitate the deployment of EV charging.

BACKGROUND

The EV Charging Infrastructure Program is PCE's largest program to date and is intended to address a key barrier in the EV market. For private vehicles, the market can be segmented into four major categories based on whether the vehicle owner can or cannot charge and whether they can or cannot afford an EV. The following matrix identifies how the current PCE EV programs operate for each market segment:

	Can charge (mainly home garage)	Cannot charge (mainly multi-unit dwellers)
Can afford Or close to afford	<i>EV Test Drives</i> + <i>New EV Dealer Incentives</i>	<i>EV Charging Infrastructure Incentives</i> + <i>Reach Codes</i>
Cannot afford	<i>DriveForward Electric</i> (Low Income Incentive)	

In December 2018, the Board approved the Electric Vehicle Charging Infrastructure Incentive Program, a 4-year \$16 million program intended to accelerate the deployment of electric vehicle charging infrastructure in San Mateo County, to open the EV market via charging access, and to

provide an extended term to support scaled planning and execution. The funds approved are allocated to the following program components:

1. Charging Infrastructure Incentives: \$12 million - Incentives to property owners for installation of EV charging infrastructure (multi-unit dwellings, workplace, curbside, fast charging).
2. Technical Assistance Consultant: \$2 million - Outreach, education and technical assistance to secure locations and assist with site technical needs.
3. Workforce Development: \$1 million - Workforce training including reaching underserved communities.
4. Program Administration: \$1 million - Program administration needs including incentive verification and disbursement, contractor management, and data systems.

The PCE program intends to facilitate 3,500 charge ports across target segments in alignment with State targets. To do so, the program will leverage not only PCE funding but additional complementary funding across multiple sources including site host cost share, Air Quality Management District, California Energy Commission (CEC), and Electrify America. PCE has submitted a joint application to the CEC (with Silicon Valley Clean Energy, San Jose Clean Energy, Palo Alto and Silicon Valley Power) for inclusion of San Mateo and Santa Clara Counties to receive additional State funding for EV infrastructure through the California Electric Vehicle Incentive Project (CALeVIP). Per the CEC's announcement on July 24, CALeVIP funding will be made available to San Mateo County beginning in 2020. Final funding amounts, incentive levels, and site eligibility requirements are under discussion with the CEC, Center for Sustainable Energy (CSE), and the program partners in the South Bay.

The Technical Assistance Consultant will support the Electric Vehicle Charging Infrastructure Incentive Program by providing outreach and upfront technical assistance to facilitate project initiation. The consultant will assist project development primarily in three areas: (1) conduct marketing and outreach to specific market segments, (2) deliver education to property owners on charging and its benefits, and (3) provide technical assistance to interested properties to identify the project size and scope for their property as well as execution support.

Supporting elements of the overall program include the Workforce Development grants. This is under development and planned to support local organizations providing training across a broad range of career pathways to support electrification of transportation. Potential programs could include apprenticeship programs, programs reaching communities with challenges for entering the workforce, and youth programs. Staff anticipates bringing detail on the workforce grants at a future board meeting. Staff is also engaged in implementing technical systems to support administration of the program.

DISCUSSION

The Technical Assistance Consultant will conduct marketing and outreach campaigns to educate PCE customers on EV charging and drive participation in the program and provide technical assistance to program participants to facilitate the deployment of charging infrastructure. The program will target workplaces, apartments, condominiums, schools, and other public locations appropriate for charging infrastructure.

The Technical Assistance Consultant RFP was released to the general public on April 30, 2019 and closed June 5, 2019. The RFP asked respondents to address the following:

1. Within the identified market segment(s), conduct outreach to PCE-identified candidates and consultant-identified candidate sites (as approved by PCE) to encourage deployment of EV charging infrastructure
2. Educate and evaluate sites for specific program applicability including existing electrical capacity and parking layout
3. Provide potential candidate sites with specific recommendations regarding EV charging type, count, layout make-ready(s) including capital and operational costs, Americans with Disabilities Act (ADA) considerations, etc.
4. Support and encourage candidate sites to participate in PCE's EVCI Incentive Program and non-PCE incentives, including yet to be identified third-party EVCI incentive programs in a manner that maximizes site benefit while maximizing the leverage of PCE's investments.

The full RFP can be found here:

www.peninsulacleanenergy.com/rfp-for-electric-vehicle-charging-technical-assistance-program/

The process received proposals from nine companies and their corresponding bid partners. With assistance from a member of the Community Advisory Committee (CAC), three finalists were identified and interviewed in-person at PCE in July by CEO Jan Pepper, CFO Andy Stern and programs and marketing staff.

Priorities in the selection process included:

- Administrative & Budget Efficiency
- Credentials, Capacity to Execute and Past Experience
- Demonstrated Ability to Address Market Segment Challenges
- Marketing & Outreach Strategy (ability to reach target markets)
- Other Factors

CLEARResult's proposal included key program design and experience that resulted in being selected as the preferred proposal:

- (1) Experience implementing local EV charging infrastructure programs – CLEARResult supported program participation and charging installation in two local EV charging programs, PG&E Electric Vehicle Charge Network and City of Palo Alto Utilities' Multifamily EVSE program, and two energy efficiency programs, PG&E EnergySmart Grocer and Bay Area Regional Energy Network's (BayREN) Home+ residential energy efficiency and electrification program. Through their work with PG&E's EVCN program, CLEARResult supported installation of 150 charging stations and is currently managing installations of 500 more units. The local program experience is important to understand the specific market segments in San Mateo County and the drivers and barriers to EV charging installations. CLEARResult developed relationships and contacts with target market segments – MUDs and workplaces, which will help drive program participation.
- (2) Clear and holistic technical assistance and site applicant support process – CLEARResult proposed a cost efficient and well-rounded technical assistance process to

ensure both program budget is allocated to those sites in most need while also adequately supporting the broader program needs. The budgeted costs for on-site assessments is cost effective and suggests a knowledgeable and practical understanding of the barriers and obstacles encountered during an EV charging project.

- (3) Organized and structured implementation team – CLEAResult’s implementation team brings background from multiple EV charging or energy efficiency programs and offers strong technical assistance from their bid partner, Arup, who will support project design and engineering needs for larger projects. The day-to-day implementation team bring local experience and relationships with target market segments and its structure offers the necessary applicant support to ensure site hosts feel comfortable and confident throughout the process
- (4) Proposed budget – the following outlines a summary of CLEAResult proposed budget over the 4 year period of the contract (and subject to change based on the final scope of work to be negotiated):

Line Item	Budget
Administration	\$393,374.00
Marketing & Outreach	\$467,958.00
Power Parking Assessments & Technical Assistance	\$1,000,664.00
Data Integration	\$ 87,020.00
Total	\$1,949,016.00
<i>\$ per Site Assessment</i>	<i>\$2,764.25</i>

Project Pipeline	Candidate Sites
Total Sites Completing Installations	473
Site Assessments/ In-Person Technical Assistance	362
Total Charging Ports Installed	3517
<i>Average Number of Ports per Site Applicant</i>	<i>7.44</i>

CLEAResult’s budget is deemed appropriate for the scope and consistent with other finalists’ budgets. The key indicators in evaluation were, (1) ‘cost per site assessment’ reflecting CLEAResult’s streamlined approach to balancing the depth of technical assistance per site and breadth of support to reach the largest number of sites possible, and (2) efficient budget allocation to program administration to ensure a strong program foundation with as little overhead as possible.

The attached contract is a draft. A number of modifications will be made including details on implementing a robust contractor management process. A contractor management process will enable PCE to assure better site applicant experience throughout the project, to oversee individual project costs to inform program design, and, most importantly, to achieve the program’s infrastructure deployment goal by engaging contractors more directly. To this end, PCE staff is discussing these modifications to the scope of work with CLEAResult and anticipate that that these changes will be incorporated within PCE’s target budget of no more than \$2 million. In addition, PCE staff intend to negotiate a performance-based payment structure for the contract to ensure that the desired number of EV charging sites are installed as a result of this contract. Finally, staff is researching methods for pre-negotiated preferential pricing on hardware to reduce costs.

RESOLUTION NO. _____

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

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**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO EXECUTE AN AGREEMENT WITH CLEARRESULT TO PROVIDE TECHNICAL
ASSISTANCE TO SUPPORT THE ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE PRORAM IN AN AMOUNT NOT TO EXCEED \$2,000,000 OVER
FOUR YEARS**

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, supporting electric vehicle charging infrastructure is an important component to accelerate EV adoption reducing greenhouse gas emissions and improving the local economy; and

WHEREAS, technical assistance supports electric vehicle charging infrastructure deployment by providing education and technical project support to decrease barriers to install charging; and

WHEREAS, PCE board approved the Electric Vehicle Charging Infrastructure Program in December 2018 which included \$2 million for a Technical Assistance Consultant,

WHEREAS, PCE issued a request for proposals on April 30, 2019, seeking proposals to provide technical assistance including marketing, outreach, and education services, direct technical assistant to program participants, and project management; and

WHEREAS, CLEARResult was selected for their experience with electric vehicle infrastructure marketing and technical assistance; and

WHEREAS, PCE staff and CLEARResult have negotiated and agreed on the core terms of a draft agreement to be effective from approximately October 2019 through September 2023 in an amount not to exceed \$2,000,000; and

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 the agreement with CLEARResult in an amount not to exceed \$2,000,00 over four years and in a form approved by the General Counsel.

* * * * *

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CLEAResult

This Agreement is entered into the 1st of October 2019, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA" and CLEAResult, 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 marketing, outreach, technical assistance, and project management in line with the goals of the Electric Vehicle Charging Infrastructure Program.

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed \$2,000,000. 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 10/01/2019 through 10/01/2023.

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

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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. Intellectual Property and Ownership of Work Product

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

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

Contractor may (1) retain its rights to and ownership of pre-existing or open-source materials and/or (2) retain one copy of Work Products for archival use, but in either instance must notify PCEA and identify any such materials in writing prior to the commencement of work under this Agreement.

a. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless PCEA from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States.

Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that:

- (a) PCEA notifies Contractor promptly in writing of any notice of any such third-party claim;
- (b) PCEA cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim;
- (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any

criminal action, suit, or proceeding without PCEA's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on PCEA, impair any right of PCEA, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of PCEA without PCEA's prior written consent, not to be unreasonably withheld); and

- (d) Should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes PCEA's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for PCEA the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to PCEA under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for PCEA (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by PCEA in a manner prohibited by this Agreement.

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.

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.

b. Release and Hold Harmless in Customer/Subcontractor Contracts

PCEA shall have the opportunity to review, prior to their execution, any contracts executed by Contractor to implement this Agreement. In addition, unless waived in advance in writing by PCEA, any such contracts shall contain the following terms:

#. Release of Claims Against, and Hold Harmless of, Peninsula Clean Energy Authority

Customer/Subcontractor also discharges and releases the Peninsula Clean Energy Authority (PCEA) and its officers, employers, employees, and agents from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by PCEA, in which Customer/Subcontractor, and Customer/Subcontractor's successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against PCEA as the result of, based upon, arising out of, or connected with PCEA's involvement with the Project. Customer/Subcontractor is on notice of and hereby specifically and expressly waives the provisions of California Civil Code § 1542, which provides that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Customer/Subcontractor also agrees to indemnify and hold harmless PCEA from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees and costs, brought as a result of PCEA's involvement with the Project, and to reimburse PCEA for any such expenses incurred.

For purposes of this provision, PCEA is hereby intended to be a third-party beneficiary of any and all contracts executed by Contractor to implement this Agreement, pursuant to California Civil Code § 1559.

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 PCEA, Contractor shall submit a completed W9 form electronically to PCEA's Finance Email (finance@peninsulacleanenergy.com). Contractor understands that no invoice will

be paid by PCEA unless and until a W9 Form is received by PCE. Contractor shall email all invoices to PCEA'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:

<input checked="" type="checkbox"/> Comprehensive General Liability...	\$1,000,000
<input checked="" type="checkbox"/> Motor Vehicle Liability Insurance...	\$1,000,000
<input type="checkbox"/> Professional Liability.....	\$1,000,000

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may,

notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

13. Compliance With Laws

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

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

14. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. 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

CLEAResult

Contractor's Signature

Date:

Exhibit A

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

1 Administrative Tasks

Consultant shall provide the following:

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 short monthly progress report and associated call with the designated PCE contract administrator by the 5th of the following month. This report will outline project progress, challenges encountered, a description of additional funding or resources secured, and objectives for the following month. Major supplementary documentation developed in the course of work must be submitted with the Progress Report or its online repository as agreed with the PCE contract administrator. This supplementary documentation may include technical designs, permits, equipment specifications, photographs of installed equipment, and any materials developed for partner use.

1.3 Expense Report:

Provide a quarterly expense report following the third month after the contract start date and every third month thereafter, submitted with the corresponding Monthly Progress Report, documenting expenses including: labor (hours, rate, total), subcontractor expenses (with invoices), and equipment (with invoices). The expense report must include the total expenditures for the quarter and running expense total.

1.4 Checkpoint Meeting:

Participate at project review meetings with the designated PCE contract administrator anticipated to occur six months after the contract start and every six months thereafter, to review project progress. The Checkpoint Meeting will be used to evaluate progress and the necessity of any course corrections.

1.5 6-Month Reports:

Provide reports every six months (appropriate for public distribution) or such date as determined by PCE:

- Executive summary
- Itemized description of outcomes for each objective
- Itemized description of any additional accomplishments
- Evaluated conclusions drawn from the project including lessons learned and recommendations for future work
- Financial summary comparing actual expenditures to the project budget

- Supplemental documentation which must include, as appropriate, technical designs, permits, equipment specifications, photographs of installed equipment and participants, and materials developed for partner use.

1.6 Final Report

Provide a final report (appropriate for public distribution) at the conclusion of the program or contract synthesizing the issued 6-month reports (plus any remaining period) as detailed in 1.6 into a final report.

1.7 Communication and Representation

Ensure PCE is represented as the program provider including:

- In all communications, the program will be represented as a PCE program, including use of the PCE approved logo. Consultant may also use its logo as the consulting partner of the PCE program. PCE at its discretion may provide a program name.
- Initial outreach and broadcast communications will be coordinated with PCE. PCE may, at its discretion participate in any/all meetings as part of the program.

2 Program Tasks

Consultant shall provide one or more of the following tasks. Consultant may to propose coverage of all tasks for some or all market segments or only select sub-tasks for a subset of market segments. The proposal must be explicit about what tasks will be provided to which market segments. Task 2.8 Data Integration will be required in all cases. If necessary, PCE may make awards to multiple consultants, eliminate propose tasks, and/or require collaboration to deliver an integrated strategy.

2.1 Prepare a Level 1 and 2 EVCI Incentive Program Outreach and Educational Campaign

The consultant will prepare an outreach and educational campaign and associated materials (slides, handouts, etc.) addressing their market segment(s) to solicit applications from a wide and viable pool of potential MUD and workplace participants. The materials must be designed in a format and level of detail appropriate for the selected audiences. Consultant must utilize PCE design guidelines and templates and all materials will be reviewed by PCE.

The educational component is anticipated to consist of most or all of the following elements as mutually determined:

1. Introduction/ short overview of electric vehicles
2. EVCI benefits for MUD/ workplace managers, owners and tenants
3. Current estimates and projected future demand timeline for EVs
4. Charging levels (Levels 1 and 2 plus DCFC), time to charge, energy fees (existing and upcoming tariffs)
5. Electrical infrastructure requirements
6. Charging station business model (networked versus non-networked) and consultant/technology overview
7. Potential for make-ready(s)
8. Parking facility considerations including CA-ADA requirements
9. Construction considerations
10. Existing EVCI incentive programs (PCE's, PG&E's and other as yet to be identified programs)
11. EVCI user and owner guidance based on proposed charger type, count and location

12. Assist with property site policies, if needed
13. Metering options, utility rates, demand charges, and pricing policies to manage them.

2.2 Conduct Outreach, Education and Onboarding, Pre-Identified Candidate Sites

1. Determine and contact appropriate individuals (decision makers) from PCE pre-identified lists and other lists consultant can make available by market segment(s) with a special emphasis on large or similar property owners including large apartment complexes, condominium home owner associations, large work place property owners; corporate campuses; non-profit and faith institutions; commercial sites; municipal sites and public schools in San Mateo County
2. Educate decision makers regarding program and onboard sites via PCE on-line forms and associated CRM
3. As needed with input from PCE and the site hosts, create and maintain market segment specific host facing materials in coordination with PCE.

2.3 Education and Onboarding, Self-Identified Candidates

1. From existing PCE on-line onboarding forms educate self-identified potential sites regarding potential options within PCE's EVCI Incentive Program in preparation for site screening. Level of assistance should be proportional to property owner scale, site location, clientele and as determined by PCE.

2.4 Complete Site Screening & Recommendations

1. Conduct coarse screening for potential participation in PCE and non-PCE programs if available;
2. As appropriate, further educate the decision maker regarding non-PCE programs outlining the economic benefits including PCE's incentives with the objective of their participation in non-PCE incentive programs;
3. If not addressed by non-PCE programs to be participated in, obtain site plans or photos noting locations and parking lot sizes plus electrical room locations;
4. Depending on the number of sites and associated complexity, schedule site walk(s) with the decision maker/designee and a Power-Parking Assessment (task 4.5). Should there be a large number of sites under single control, work with PCE and the decision maker to develop an appropriate Power-Parking Assessment plan that may / may not encompass all of the sites.

2.5 Power-Parking Assessment

1. With the decision maker or designee (preferably Facilities Manager) conduct site walk(s);
2. Evaluate potential spare electrical capacity (power & energy) and spare space for additional breakers (and their size) from each applicable panel and potentially recommend load study(s) by the union electrician;
3. Evaluate existing Level 2 EV infrastructure for potential expansion via load-sharing chargers or to a series of Level 1 outlets;
4. Identify existing 120v outlets that might be converted to Level 1 charging locations;
5. Explore the potential for least expensive / optimized to maximize port counts for Level 2 and or Level 1 installs particularly along building or parking garage walls or overhead versus those that would require significant trenching;
6. As applicable, identify, integrate and explain CA-ADA impacts;
7. Based on the above prepare a Power-Parking Assessment document detailing:
 - Recommendations for Level 1 and/or Level 2 EVSE plus any make-ready
 - The proposed parking/ EVSE conceptual drawing including any CA-ADA impacts;
 - Costs broken down by make ready, EVSE and installation, networking fees, etc.;

- Summary costs integrating PCE and other incentives (for example PCE is currently applying for \$0.5M BAAQMD Charge! Grant on behalf of the ~170 public county schools);
 - Estimated maximum power demand based on cumulative maximum charger draw and plus expected weekend and weekday hourly load based on charger count, type and PCE provided EV adoption rates
 - As appropriate, a recommendation for participation in the PCE Stand-alone Incentive Program PG&E's Charge Network program, or other programs as available;
8. Submit the draft to PCE for review and potential feedback;
 9. Review the assessment with the decision maker;
 10. As appropriate, encourage, support and track participation in PCE's stand-alone program and in non-PCE incentive programs, if appropriate;
 11. Create 2-4 case studies addressing MUD and or workplace installations and share with potential installation sites.
 12. The Power Parking Assessment does not include:
 - Line drawings
 - Any construction
 - Permits
 - Equipment acquisition

2.6 Post Recommendation Management

Once a specific installation recommendation has been provided to the site, develop and implement a means to track implementation and construction progress at a high level. In addition, on an as needed basis, provide support with issues such as local permitting plus potentially reiterate educational efforts from the EVCI Incentive Program Outreach and Educational Campaign.

2.7 DCFC Facilitation Support

As requested by third-party DCFC providers and approved by PCE, provide support/troubleshooting with DCFC issues such as local property manager approvals, permitting, land use, utility interconnection, etc. This will not include detailed technical analysis of any type (engineering power analysis, circuit requirements, etc.)

2.8 Data Integration, PCE's CRM

Either utilize PCE's soon to be identified CRM tool or the consultant's internal CRM to track sites throughout the process, including site contacts, the resulting recommendation, the Power Parking Assessment, the resulting port count, type, and vendor by site, maximum power demand, post recommendation management notes, etc. Should the consultant use their internal CRM, then it is the consultant's responsibility to transfer all the data into PCE's CRM on a frequent, on-going basis as mutually determined.

Assist with defining requirements for PCE's CRM, if needed, to enhance such system to ensure functionality for required tasks.

2.9 New/ As Yet Identified EVCI Incentive Programs

Consultant will integrate any new / as yet identified EVCI Incentive Program into this Scope of Work under direction from PCE on a time and materials basis.

2.10 Other tasks which may be mutually determined.

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:

[To be determined]

DRAFT



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: August 7, 2019
BOARD MEETING DATE: August 22, 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: Authorize Chief Executive Officer to Execute Cost-Sharing and Reimbursement Agreement for Integrated Resource Planning Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, Clean Power Alliance, and Monterey Bay Community Power Authority.

RECOMMENDATION:

Authorize Chief Executive Officer to Execute Cost-Sharing and Reimbursement Agreement for Integrated Resource Planning (IRP) Between The Peninsula Clean Energy Authority (PCE), The Silicon Valley Clean Energy Authority (SVCE), City of San Jose, Administrator of San Jose Clean Energy (SJCE), The East Bay Community Energy Authority (EBCE), Clean Power Alliance (CPA), and Monterey Bay Community Power Authority (MBCP).

BACKGROUND:

PCE, SVCE, SJCE, MBCP, CPA and EBCE are all community choice aggregators ("Joint CCAs") in California. Five of these CCAs serve customers in Pacific Gas and Electric's service territory; Clean Power Alliance serves customers in the service territory of Southern California Edison. Each CCA is governed by a board or city council of elected officials and has staff dedicated to meeting the objectives of their respective organizations. As load serving entities, each CCA is required to comply with state statutory and regulatory requirements, including but not limited to resource adequacy, renewable portfolio standards, integrated resource plans, and data management of customer usage and billing information. Meeting these requirements is time-consuming, expensive, and in some cases requires technical skills beyond some CCAs' current bandwidth. As such, some of these services are outsourced to third-party providers to

ensure compliance and allow staff to focus their efforts on meeting broader community objectives.

The IRP Cost-Sharing Agreement (Attachment 1) allows the signatory Joint CCAs to efficiently and cost-effectively procure resources and services to meet organizational objectives and/or regulatory requirements. It also allows the participating CCAs to realize cost savings by jointly engaging a single third-party provider to develop individual portfolio plans based on the aggregate needs, plans, and goals of the participating CCAs as described in the Request for Proposals (Attachment 2). As part of the Agreement, the individual CCAs will be provided with procurement plans to meet their individual goals. The Agreement will also provide for a more holistic view of the aggregated impacts of individual CCA's procurement plans as well as provide data on California's greenhouse gas emissions goals, reliability, and resource procurement.

This Board previously authorized the execution of cost sharing agreements between five CCAs on May 23, 2019. However, this IRP Agreement is necessary as a separate agreement because it expands the field of signatories beyond the five CCAs listed in the Cost Sharing Agreement. It includes the Clean Power Alliance and allows for additional parties to join as signatories. Staff is currently aware of three potential additional signatories that may consider also joining (Pioneer Community Energy, Redwood Coast Energy Authority, and Cal Choice). Establishing a separate agreement for the IRP planning will facilitate this larger range of participants.

Peninsula Clean Energy is designated as the "Responsible Party," and will enter into and administer a consulting services agreement with a jointly selected vendor and, through the terms of the Agreement, allocate costs to the other Joint CCAs based on participation rates and/or agreed-to terms. The vendor scope of work and individualized CCA reimbursement rates will be memorialized in an Addendum to the IRP Agreement, which requires approval from and execution by each participating CCA.

DISCUSSION:

The Cost-Sharing Agreement among PCE, SVJE, SJCE, MBCP, and EBCE was structured to accommodate the procurement of multiple joint-service solutions and includes a set of general contract terms and conditions related to participation, payment, notifications, termination and indemnification. This IRP Agreement substantially incorporates the terms of the original Cost-Sharing Agreement as jointly negotiated by the original five CCAs, but additionally provides for the addition of CPA and potentially other CCAs without disturbing the structure of the original Cost-Sharing Agreement. The IRP Agreement has been reviewed by the signatories' staff and approved as to form by their respective legal counsels. This IRP Agreement provides for new CCAs to join under the same terms and conditions that apply to the existing parties, subject to the consent of all existing parties.

Any party may terminate their participation in the IRP Agreement upon thirty (30) days advance written notice. In the event a CCA gives notice of termination, the remaining CCAs will collectively decide whether they will (1) terminate the Cost-Sharing Agreement and Addendum; (2) amend the Cost-Sharing Agreement and Addendum to reduce the

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

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

Attachment:

Cost Sharing and Reimbursement Agreement between PCE, SVCE, SJCE, EBCE, CPA and MBCP for Integrated Resources Planning.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO EXECUTE (A) COST-SHARING AND REIMBURSEMENT AGREEMENT FOR
INTEGRATED RESROUCE PLANNING (IRP) BETWEEN THE PENINSULA CLEAN
ENERGY AUTHORITY, THE SILICON VALLEY CLEAN ENERGY AUTHORITY, CITY
OF SAN JOSE, ADMINISTRATOR OF SAN JOSE CLEAN ENERGY, THE EAST BAY
COMMUNITY ENERGY AUTHORITY, CLEAN POWER ALLIANCE, AND MONTEREY
BAY COMMUNITY POWER AUTHORITY (“JOINT CCAS”) WITH TERMS
CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE
GENERAL COUNSEL**

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

WHEREAS, the Peninsula Clean Energy Authority (“Peninsula Clean Energy” or
“PCE”) was formed on February 29, 2016; and

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

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

WHEREAS, PCE and the Joint CCAs have determined that there are considerable benefits to be gained from engaging in a joint Integrated Resources Planning (IRP) effort in order to facilitate positive contributions to meeting California's greenhouse gas emissions, reliability, and resources goals through coordinated procurement planning by the CCAs; and

WHEREAS, PCE and the Joint CCAs, except Clean Power Alliance (CPA), are parties to a previously approved Cost-Sharing Agreement, and all six Joint CCAs desire to add CPA as a signatory to this Cost Sharing Agreement for joint integrated resource planning; and

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

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

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

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

Execute (A) the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority,

The Clean Power Alliance, and Monterey Bay Community Power Authority in a form approved by the General Counsel.

* * * * *

[CCO-113499]

COST-SHARING AND REIMBURSEMENT AGREEMENT BETWEEN

**THE PENINSULA CLEAN ENERGY AUTHORITY,
THE SILICON VALLEY CLEAN ENERGY AUTHORITY,
CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY,
THE EAST BAY COMMUNITY ENERGY AUTHORITY,
AND MONTEREY BAY COMMUNITY POWER AUTHORITY, CLEAN POWER
ALLIANCE, and [OTHERS]**

FOR PROFESSIONAL CONSULTANT SERVICES (INTEGRATED RESOURCE PLANNING)

This COST-SHARING AND REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into on _XXXX_, 2019, by and between the Peninsula Clean Energy Authority (“PCE”), the Silicon Valley Clean Energy Authority (“SVCE”), City of San José, Administrator of San José Clean Energy (“SJCE”), the East Bay Community Energy Authority (“EBCE”), and the Monterey Bay Community Power Authority (“MBCP”), CLEAN POWER ALLIANCE (“CPA”) and [OTHERS] for the cost-sharing and reimbursement of costs in connection with the performance of professional services for (1) the development of an aggregated Integrated Resources Plan portfolio; (2) disaggregation into conforming and preferred portfolios for each participating CCA; (3) analysis of the greenhouse gas emission, reliability impacts, and resource limitations of the aggregated portfolio ; and (4) additional consultant services as may be desired in the future, either individually or jointly. In this Agreement, PCE, SVCE, SJCE, EBCE, MBCP, CPA, and [others] are referred to individually as “Party” and collectively as “the Parties.”

RECITALS

- A. PCE, SVCE, EBCE, CPA, and MBCP are joint powers authorities, and SJCE is a department of the City of San José, organized for the purpose of conducting community choice aggregation programs and other energy-related climate change programs.
- B. Staff at PCE, SVCE, SJCE, EBCE, CPA, and MBCP have worked and will work together to develop scopes of work for consultant services to be obtained from Request for Proposal (“RFP”) processes and pursuant to written professional services contracts (“Contract” or “Contracts”). The initial scopes of work will require the selected consultants to: (1) facilitate the Parties’ data input, assumptions, and goals; (2) compile and integrate data and procurement policies into the relevant analytical models; (3) create joint conforming and preferred portfolio based on inputs; (4) disaggregate the joint conforming and preferred portfolios into individual portfolios for the Parties; (5) provide data outputs and methodology narratives for the Parties’ individual IRP filings; (6) create reports of the performance of the joint portfolios; and (7) perform additional services for the Parties individually or jointly as needed (together, “Services”).
- C. Staff at PCE, SVCE, SJCE, EBCE, CPA, and MBCP may work together or individually to develop scopes of work for additional consultant services (“Additional Services”) and desire to establish a master agreement for this purpose.

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

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

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Agreement.
2. Addenda and Contracts. Each set of Services and Additional Services secured pursuant to this Agreement shall be described in a scope of work set forth in an addendum to this Agreement (“Addendum” or, pluralized, “Addenda”). Each Addendum must identify, and be signed by, each of the Parties that will be participating in the cost-sharing arrangement for that scope of work (“Participating Parties”), as well as identify the Responsible Party (defined below) and describe the cost-sharing arrangement among the Participating Parties. The Services or Additional Services called for in an Addendum shall be obtained pursuant to a written professional services contract (“Contract”) between the Responsible Party and the selected consultant. Each Contract must include the relevant scope of work, a termination-without-cause provision, and a not-to-exceed dollar amount. With regard to any Contract for which SJCE is the Responsible Party, SJCE, at its sole discretion, will negotiate the inclusion of the following: (1) a provision indicating that obligations under the Contract are special limited obligations of SJCE payable solely from the Designated Fund (defined as the San Jose Energy Operating Fund established pursuant to City of San Jose Municipal Code, Title 4, Part 63, Section 4.80.4050 *et seq.*) (“Designated Fund”), and (2) if the term of a Contract is more than one year, a provision indicating that the term of the agreement is subject to appropriation of funds by the City Council of the City of San José, in its sole discretion. Any Addendum or Contract may be amended as mutually agreed by the Participating Parties, including pursuant to Section 5(c)(i) below.
3. Responsible Party and Non-Responsible Parties. The Participating Parties will enter jointly into Contract with the jointly selected consultant. The administrator of the contract, will be the “Responsible Party,” and the remaining Participating Parties for that Contract will be the “Non-Responsible Parties.” The “Responsible Party” for the consulting agreement will be Peninsula Clean Energy.
4. Responsibilities of the Parties.
 - a. The Responsible Party for a Contract will do all of the following:
 - i. Assist the Parties in jointly developing the RFP and in reviewing and evaluating the proposals received by the Parties in response to the RFP.
 - ii. Enter into a Contract with the jointly selected consultant upon the completion of the RFP process for the Contract. The Participating Parties will mutually agree to terms of the Contract; provided, however, that the Contract must contain the provisions enumerated in Section 2 above.

- iii. Make timely payments to the selected consultant under the terms of the Contract and administer and manage the Contract.
 - iv. Send timely invoices to the Non-Responsible Party/Parties listing the payments made to the selected consultant pursuant to the Contract.
 - v. Directly supervise the professional services provided by the selected consultant.
 - b. The Non-Responsible Party/Parties for a Contract will do all of the following:
 - i. Jointly assist the Responsible Party in reviewing and evaluating the proposals received by the Responsible Party in response to the RFP.
 - ii. Jointly select with the Responsible Party the consultant to perform the Services and/or Additional Services described in the RFP.
 - iii. Mutually agree, with the Responsible Party, to the terms of the Contract; provided, however, that the Contract must contain the provisions enumerated in Section 2 above.
 - iv. Reimburse, on an equal-share basis, the Responsible Party for the payments made by the Responsible Party to the selected consultant pursuant to the Contract. For example, if four Non-Responsible Parties choose to participate in a Contract (five Participating Parties total), each Non-Responsible Party will pay the Responsible Party twenty percent (20%) of the cost of the payments made by the Responsible Party. Each Non-Responsible Party must pay its share within 30 days of receiving each invoice from the Responsible Party.
 - v. Work cooperatively with the Responsible Party in the Responsible Party's (1) administration and management of the Contract and (2) supervision of the professional services provided by the consultant.
5. Addition of Participating CCAs
 New parties may join this Agreement by an addendum subject to the written agreement of all Participating Parties and shall be subject to the identical terms and conditions as the existing Participating Parties.
6. Term and Termination.
- a. *Term.* The term of this Agreement will commence on the date first written above and, absent earlier termination pursuant to the provisions below, terminate on December 31, 2020. With regard to SJCE only, the funding in any year may be contingent on future appropriation by the City Council of the City of San José, in its

sole discretion. If the funding required to pay for any services for the next fiscal year has not been appropriated by June 30 of any year, this Agreement will automatically terminate for SJCE, effective June 30.

- b. *Termination with or without cause.* Any Party may choose to terminate this Agreement in its entirety, or solely with respect to a particular Addendum for which the Party is a Participating Party, with or without cause upon thirty (30) days' written notice. If the termination is for cause (i.e., default by another Party ("Defaulting Party")) of a material term of this Agreement), the terminating Party will give the Defaulting Party a reasonable period of time to cure the default, which in no case shall be less than fifteen (15) days.
- c. *Effect of termination/payments owed.* Termination of this Agreement in its entirety, or of this Agreement with respect to a particular Addendum, obligates the terminating Party or Parties to make any outstanding payments owed to the Responsible Party or Parties as follows:
 - i. In the event a Party gives notice of termination of this Agreement with respect to a particular Addendum, the remaining Participating Parties listed in that Addendum will promptly decide whether to (1) terminate the Addendum and corresponding Contract; (2) amend the Addendum and Contract to reduce the scope of work and the cost; or (3) continue with the Addendum and Contract as originally drafted and scoped, but reallocating the terminating Party's remaining cost responsibility among the remaining Participating Parties. The remaining Participating Parties will make reasonable efforts to terminate or amend the Addendum and corresponding Contract to reduce the scope of work and/or cost; provided, however, that if they are unable to do so, the terminating Party will remain obligated to pay its shared cost obligation pursuant to the original Addendum; and provided further that, with regard to SJCE only, obligations under this Agreement are special limited obligations of SJCE payable solely from the Designated Fund, and shall not be a charge upon the revenues or general fund of the City of San José or upon any non-SJCE moneys or other property of the City of San José or its Community Energy Department.
 - ii. In addition to (i) above, in the event that a Non-Responsible Party terminates this Agreement with respect to a particular Addendum, such Non-Responsible Party will reimburse the Responsible Party for the Non-Responsible Party's share of any unpaid consultant fees, incurred prior to the effective date of termination, that the Responsible Party is obligated to pay under the Addendum. The Non-Responsible Party will make such reimbursement within 30 days of the effective date of the termination.
 - iii. Sections 5(c)(i) and (ii) apply to the termination of this Agreement with respect to a single Addendum or multiple Addenda.

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

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

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

- g. In the event of concurrent negligence of two or more of PCE, SVCE, SJCE, EBCE, CPA, and/or MBCP, or of their directors, officers, agents, or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
 - h. Unless the Participating Parties to a Contract provide otherwise in the Addendum for that Contract, the duty of any Party to defend, save harmless, and indemnify shall extend only to, and in no circumstance exceed, the share of funds owed by that Party for the specific Contract(s) out of which such duty arises. With regard to SJCE only, such duty to defend, save harmless, and indemnify extends only to, and in no circumstance will exceed, the Designated Fund for SJCE.
 - i. These provisions shall survive expiration or termination of this Agreement.
- 8. Amendment and Waiver. Except for any Addenda added pursuant to Section 2, no change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties, and no verbal understanding or agreement not incorporated herein shall be binding on any Party hereto.
- 9. Governing Law. This Agreement shall be construed and governed by the laws of the State of California, and any suit or action initiated by any Party shall be brought in the Superior Court for the County of San Mateo, California, or the United States District Court for the Northern District of California.
- 10. Time of Essence. Time is of the essence for every provision hereof in which time is a factor.
- 11. Benefit of Parties. The terms of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns. No Party shall assign this Agreement or any portion thereof to a third party without the prior written consent of all of the other Parties. Any such assignment without prior written consent by one Party shall give any or all of the other Parties the right to automatically and immediately terminate this Agreement without penalty or advance notice. Such termination shall be effective only as to the terminating Party or Parties.
- 12. Entire Agreement of the Parties. Except for any Addenda added pursuant to Section 2, this Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the Parties with respect to the subject matter of this Agreement.
- 13. Independent Counsel. Each Party has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any Party.

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

If to PCE:	Jan Pepper, CEO Peninsula Clean Energy 2075 Woodside Road Redwood City, California 94061 jpepper@peninsulacleanenergy.com
If to SVCE:	Girish Balachandran, CEO Silicon Valley Clean Energy 333 W. El Camino Real, Suite 290 Sunnyvale, CA 94087 girish@svcleanenergy.org
If to SJCE:	Lori Mitchell, Director cc: Luisa Elkins, Senior Deputy City Attorney San Jose Clean Energy 200 E. Santa Clara St., 14th Floor San José, CA 95113 Lori.Mitchell@sanjoseca.gov Luisa.Elkins@sanjoseca.gov
If to EBCE:	Nick Chaset, CEO East Bay Community Energy 1111 Broadway, 3rd Floor Oakland, CA 94607 nchaset@ebce.org
If to CPA:	Ted Bardacke, CEO Clean Power Alliance 555 W. 5th Street, 35th Floor Los Angeles CA 90013 tbardacke@cleanpoweralliance.org
If to MBCP:	Tom Habashi, CEO Monterey Bay Community Power Authority 70 Garden Couty, 3rd Floor Monterey, CA 93940 thabashi@mbcommunitypower.org

15. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
16. Headings and Captions. The headings and captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.
17. Counterparts. This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

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

Peninsula Clean Energy Authority

Date: _____

By: _____

Silicon Valley Clean Energy Authority

Date: _____

By: _____

**City of San José, Administrator of San José
Clean Energy**

Date: _____

By: _____

East Bay Clean Energy Authority

Date: _____

By: _____

Monterey Bay Community Power Authority

Date: _____

By: _____



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: August 7, 2019
BOARD MEETING DATE: August 22, 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: 2018 Power Content Label

RECOMMENDATION:

Approve Resolution delegating authority to the Chief Executive Officer to Attest to the Accuracy of the Information Provided in PCE's 2018 Power Content Label. (Action)

BACKGROUND:

California Public Utilities Code requires all retail sellers of electric energy, including Peninsula Clean Energy, to disclose "accurate, reliable, and simple-to-understand information on the sources of energy" that are delivered to their respective customers. Applicable regulations direct retail sellers to provide such communications no later than October 1 for the previous calendar year. The format for the required communications is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers. This format has been termed the "Power Content Label" by the California Energy Commission (CEC). Information presented in the Power Content Label includes the proportionate share of total energy supply attributable to various resource types, including both renewable and conventional fuel sources.

In the event that a retail seller meets a certain percentage of its supply obligation from unspecified resources, the report must identify such purchases as "unspecified sources of power." As the Board is aware, certain of PCE's supply agreements allow for the use of such unspecified purchases to satisfy a portion of PCE's energy requirements. These purchases have been appropriately identified as "unspecified sources of power" in the Power Content Label.

DISCUSSION:

During the 2018 calendar year, PCE successfully delivered a substantial portion of its electric energy supply from various renewable energy sources, including solar, wind and small hydroelectricity. For our ECOplus customers, the percentage of supply attributable to renewable energy sources approximated fifty-onepercent (51%)¹. This is above and beyond our target of fifty percent (50%). For our ECO100 customers, the percentage of supply attributable to renewable energy sources comprised one hundred percent (100%).

Consistent with applicable regulations, PCE will complete requisite customer communications in accordance with the October 1 deadline.

While developing PCE's 2018 Power Content Label, staff performed a detailed review of all power purchases completed for the 2018 calendar year. This review included an inventory of all renewable energy transfers within PCE's Western Renewable Energy Generation Information System (WREGIS) accounts and pertinent transaction records. Based on staff's review of available data, the information presented in the Power Content Label was determined to be accurate.

To fulfill its Power Content Label reporting obligation, PCE must also provide the CEC with an attestation regarding the accuracy of information included in the Power Content Label. In consideration of the aforementioned internal review and applicable regulations, staff requests that the Board accept this determination and authorize the CEO to attest to the accuracy of information included in PCE's 2018 Power Content Label, which will soon be distributed to PCE customers.

A copy of PCE's 2018 Power Content Label is reproduced below:

¹ The percentages on the Power Content Label may not add up exactly due to rounding. The Power Content Label template is provided by the California Energy Commission as a "locked" Excel spreadsheet. The template does not allow us to make any changes to add a decimal place or fix rounding.

Version: July 2019

2018 POWER CONTENT LABEL			
Peninsula Clean Energy Authority			
https://www.peninsulacleanenergy.com/energy-sources/			
ENERGY RESOURCES	ECOplus	ECO100	2018 CA Power Mix**
Eligible Renewable	51%	100%	31%
Biomass & Biowaste	5%	0%	2%
Geothermal	2%	0%	5%
Eligible Hydroelectric	5%	0%	2%
Solar	7%	50%	11%
Wind	33%	50%	11%
Coal	0%	0%	3%
Large Hydroelectric	35%	0%	11%
Natural Gas	0%	0%	35%
Nuclear	0%	0%	9%
Other	0%	0%	<1%
Unspecified sources of power*	14%	0%	11%
TOTAL	100%	100%	100%
* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.			
** Percentages are estimated annually by the California Energy Commission based on the electricity generated in California and net imports as reported to the Quarterly Fuel and Energy Report database and the Power Source Disclosure program.			
For specific information about this electricity product, contact:	Peninsula Clean Energy Authority 1-866-966-0110		
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/		
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237		

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO ATTEST TO THE ACCURACY OF THE INFORMATION PRESENTED IN THE
2018 POWER CONTENT LABEL**

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

WHEREAS, the Peninsula Clean Energy Authority (“Peninsula Clean Energy” or “PCEA”) was formed on February 29, 2016; and

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

WHEREAS, the California Public Utilities Code requires all retail sellers of electric energy, including Peninsula Clean Energy, to disclose “accurate, reliable, and simple-to-understand information on the sources of energy” that are delivered to their respective customers; and

WHEREAS, staff completed a detailed review of all power purchases for the 2018 calendar year; and

WHEREAS, staff is presenting to the Board for its review the 2018 Power Content Label; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to attest to the accuracy of information presented in the 2018 Power Content Label.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to attest to the accuracy of information presented in the 2018 Power Content Label.

* * * * *

[CCO-113499]



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: August 8, 2019
BOARD MEETING DATE: April 22, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Leslie Brown, Director of Customer Care
SUBJECT: Approve Participation in TOU (Time of Use) Rates Transition including Bill Protection

RECOMENDATION:

PCE Staff recommends adopting a Resolution to participate in the full TOU Rate Transition Plan including providing Bill Protection for eligible PCE customers.

BACKGROUND:

As previously presented at the March, April and July Board meetings, PCE has been working closely with PG&E and the other CCAs for more than a year preparing for the statewide Residential Time of Use (TOU) transition that is currently set to begin in October of 2020. As part of the statewide rollout, PCE residential customers are currently scheduled to transition toward the end of the process in September 2021. Planning for this transition has been underway for over a year and the time has now come for PCE to formally affirm its intent to participate in the full TOU transition plan, including providing Bill Protection for impacted customers.

DISCUSSION:

The CPUC has set out specific guidelines regarding the process for transitioning customers to a TOU rate, including requiring that the IOU's provide bill protection for bundled customers during the first year of service after the transition. Bill protection ensures that the customer is able to try the new TOU rate schedule for a full year without worrying about whether or not it would cost more. A comparative rate analysis will be performed at the end of the first year of service and if the customer would have been charged less on the old E1 rate schedule, they will be refunded the difference. The CPUC does not have jurisdiction over the CCA's, and therefore cannot mandate that CCA's also participate in the TOU transition and offer bill protection. However, in order to provide a consistent transition experience for all customers throughout the state, CCA's are being encouraged to follow the CPUC's ruling to offer similar bill protection for the first year following transition. PG&E presented an impact analysis to the Board back in April based on historical energy usage of PCE customers and determined that a vast majority would either benefit financially from the new TOU rate or would be cost neutral (+/- \$5 annual difference) and that PCE's total projected bill protection costs would be approximately \$65K if all eligible customers choose to participate in the transition. Following is a review of the Impact Analysis that PG&E performed for PCE back in April of this year.

Impact Analysis of PCE Residential Customer Base for TOU Transition

In order to help CCAs better understand and estimate the financial cost of participating in the TOU transition and offering bill protection, PG&E staff performed an impact analysis on CCA customers currently being served under the E1 residential rate schedule. Approximately 96% of PCE's residential customers are on the E1 residential rate schedule. Utilizing the assumptions outlined below, PG&E staff overlaid the new ETOU-C rate schedule on top of the 2018 E1 customer interval data for each CCA service territory.

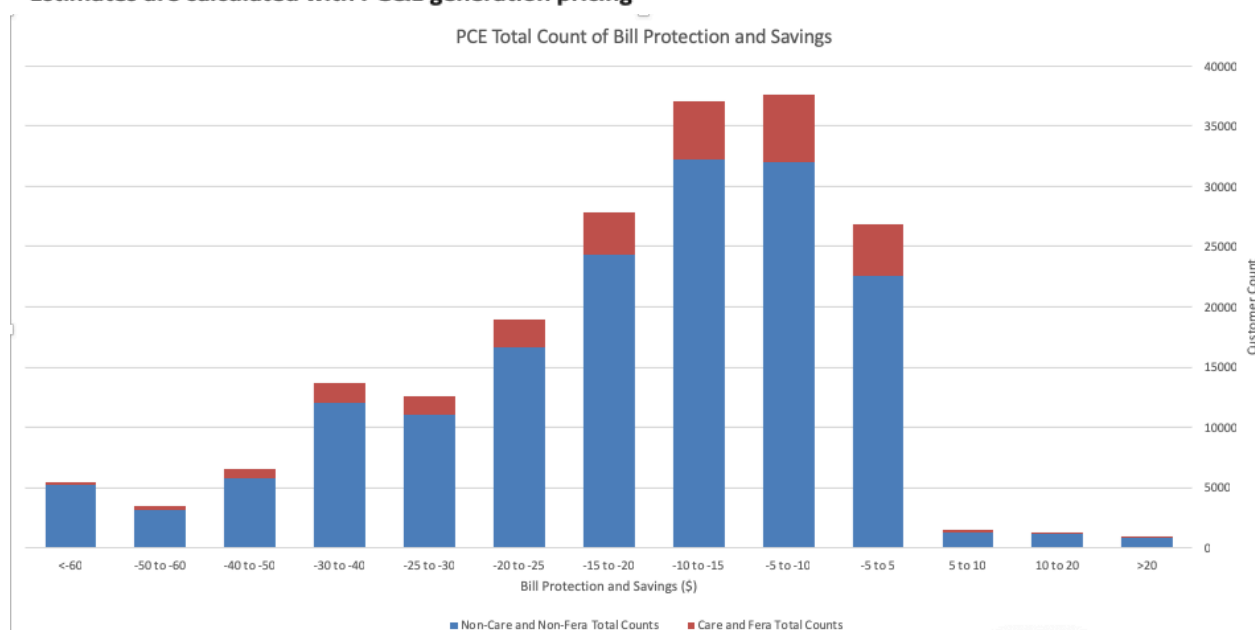
Impact Analysis Assumptions (all CCA territories)

- All eligible customers choose to participate in the transition
- Customers that were excluded from the **analysis** (and PG&E has proposed to exclude them from the transition):
 - Customers with more than 3 electric services per account
 - CARE and FERA customers that reside in a hot climate zone (No PCE customers fall into this category)
 - Medical baseline customers
 - Customers with less than 12 months of interval data
 - Customers not on the tiered rate plan
 - There are other exclusions for full transition that are not included in this analysis due to data limitations (e.g., for the full transition, CARE/FERA **eligible** customers in hot climate zones will be excluded. This analysis only excludes customers enrolled in CARE and FERA)
 - Reduction in population by up to 5% in hot climate zones
- Customers excluded from the **analysis**, although PG&E has proposed to include them in the transition:
 - Customers on a NEM (Net Energy Metering – solar) Rate
- PG&E prices effective 1/1/2019
- 2018 usage
- CCA enrollment as of the end of February 2019

In the case of PCE's service territory, it appears that a majority of our customers would be natural 'savers' on ETOU-C, even if they did not make any changes to their existing energy usage patterns, and only a small segment of customers would likely be eligible for bill protection at the end of the first year. Assuming all eligible customers chose to switch to the ETOU-C rate, roughly 8,200 customers (~4%) would potentially see a higher bill annually under the ETOU-C rate with the average bill protection amount of \$8.00 for the year.

	TOU MORE expensive than Tiered Rate	TOU LESS expensive than Tiered Rate
Estimated Annual Generation Bill Difference (\$)	\$65,581	\$3,557,749
Number of Customers Impacted	8,202	185,346
Annual Bill Impact/Customer	\$8.00	\$19.20

***Estimates are calculated with PG&E generation pricing**

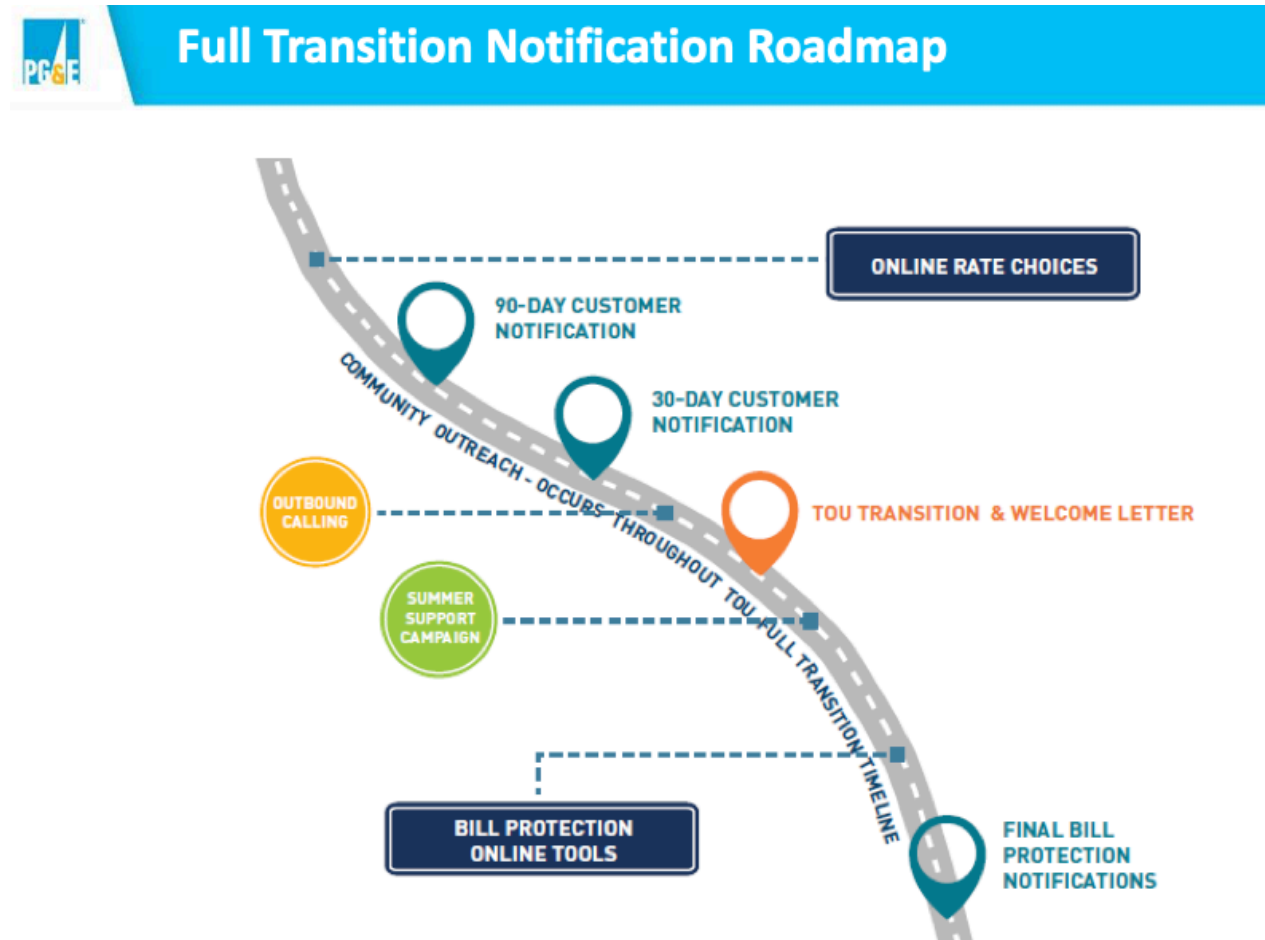


A majority of PCE's customers (~66%) would likely see an average savings of \$1-\$2 per month (\$5-\$25 per year) on the ETOU-C rate schedule even if they did not take action to shift their energy usage away from the 4pm-9pm 'peak' time frame. However, there is a significant education and marketing program planned through the various notices and direct messaging that would be a part of this TOU transition as well as the larger statewide TOU marketing campaign. Therefore, it is likely that total PCE customer savings would be even higher than this projection as some customers will shift their energy usage from 'peak' to 'off-peak'.

ME&O (Marketing Education and Outreach)

Throughout Phase 1 of the TOU transition PG&E has been analyzing customer feedback and responses as well as conducting extensive surveys to refine the ME&O plan from the pilot group of approximately 150,000 customers (including ~20,000 CCA customers) for rollout to all eligible residential customers starting in October 2020. The current roll-out plan extends over 13 months

taking into consideration CCA timing preference, billing and climate zone impacts, and regional coordination. The current revised plan for notifications includes a co-branded rate comparison letter 90-days before transition is set to take place, a 30 day notification (email and direct mail), additional outbound calls to ‘impacted’ customers (customers who are projected to have significantly higher costs from TOU-C), a TOU welcome letter after transition takes place, follow-up notifications before seasonal rate shifts, and a final notification letting the customer know how well they performed on the new rate and whether or not they are eligible for bill protection. The image below illustrates the general flow and cadence of planned communications.



FISCAL IMPACT:

The projected cost risk to PCE with regards to offering one year of bill protection is fairly nominal, with a system wide cost estimated to be \$65,581 if all eligible E1 customers transitioned and energy usage patterns were identical to 2018 (i.e. no load shifting or energy reduction). The larger revenue adjustment would be the natural projected “savings” most PCE customers would realize under E-TOUC compared to the current E1 rate schedule. Based on 2018 usage patterns PCE residential customers would collectively save a projected \$3,557,749, with a majority saving between \$5-\$25 annually on their generation charges.

The PCE customer savings and cost figures were calculated using the PG&E Generation rates as a proxy. Since PCE’s Generation rates are calculated at a net 5% discount from PG&E

(incorporating PCIA and Franchise Fee surcharges) the actual revenue impact to PCE would be less than the total projected customer savings.

With regards to ME&O costs related to the full TOU transition, PCE is able to do additional and/complementary communications and outreach to our customers if we choose to do so but there is no direct cost to PCE for participating in the current proposed ME&O plan being managed by PG&E.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION APPROVING PCE'S PARTICIPATION IN THE FULL TOU (TIME OF
USE) RATES TRANSITION PLAN AND BILL PROTECTION**

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

WHEREAS, The CPUC is moving forward with a plan to make TOU rates the default rate structure for residential customers; and

WHEREAS, customers not currently taking a TOU rate will be transitioned in phases starting October 2020; and

WHEREAS, PCE supports the CPUC goal of moving customers to a TOU rate plan to encourage load shifting to address grid impacts; and

WHEREAS, PCE customers should be afforded the same Bill Protection as PG&E bundled customers.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves PCE's participation in the state's proposed TOU Rates Transition Plan including providing Bill Protection for impacted PCE customers.

* * * * *



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, July 25, 2019
MINUTES**

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

CALL TO ORDER

Meeting was called to order at 6:31 p.m.

ROLL CALL

Present: Dave Pine, County of San Mateo
Carole Groom, County of San Mateo
Jeff Aalfs, Town of Portola Valley, *Chair*
Rick DeGolia, Town of Atherton, *Vice Chair*
Charles Stone, City of Belmont
Madison Davis, City of Brisbane
Rae P. Gonzalez, Town of Colma
Roderick Daus-Magbual, City of Daly City
Carlos Romero, City of East Palo Alto
Catherine Mahanpour, City of Foster City
Harvey Rarback, City of Half Moon Bay
Laurence May, Town of Hillsborough
Catherine Carlton, City of Menlo Park
Wayne Lee, City of Millbrae
Mary Bier, City of Pacifica
Ian Bain, City of Redwood City
Marty Medina, City of San Bruno
Rick Bonilla, City of San Mateo
Flor Nicolas, City of South San Francisco
Daniel Yost, Town of Woodside
Pradeep Gupta, Director Emeritus

Absent: City of Burlingame
City of San Carlos

Staff: Jan Pepper, Chief Executive Officer
Andy Stern, Chief Financial Officer
Rafael Reyes, Director of Energy Programs
Phillip Kobernick, Programs Manager
Joseph Wiedman, Director of Legislative and Regulatory Affairs
Kirsten Andrews-Schwind, Senior Manager of Communications and Outreach
David Silberman, General Counsel
Tj Carter, Marketing Associate
Anne Bartoletti, Board Clerk/Office Manager/Executive Assistant to the CEO

A quorum was established.

SWEARING IN OF NEW BOARD MEMBERS

David Silberman—General Counsel—presided over the official swearing-in of Mary Bier, Alternate for the City of Pacifica.

PUBLIC COMMENT:

None

ACTION TO SET THE AGENDA AND APPROVE CONSENT AGENDA ITEMS

Motion Made / Seconded: Bonilla / Yost

Motion passed unanimously 19-0 (Absent: Brisbane, Burlingame, San Carlos)

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Chief Executive Officer

2. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Jeff Aalfs and David Silberman

Unrepresented Employee: Chief Executive Officer

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

No reportable action taken.

REGULAR AGENDA

1. CHAIR REPORT

No report.

2. CEO REPORT

Jan Pepper—Chief Executive Officer—introduced Phillip Kobernick, PCE’s Energy Programs Manager, and Peter Ambiel, PCE’s Energy Programs Specialist, and she provided a staffing update. Regarding PCE’s Reach Codes effort, Jan reported that nine municipalities have signed a Letter of Intent and each will receive \$10,000 in funding to support their consideration of the new Reach Codes for building electrification and EV infrastructure.

Jan reported that PCE has initiated a Strategic Planning process and will be issuing a Request for Proposals (RFP) for a strategic planning consultant. Jan provided a legislative and regulatory update, reviewing a summary of AB (Assembly Bill) 1054 and AB 111. David Silberman—General Counsel—reported on PG&E bankruptcy proceedings and PG&E claims notices.

3. CITIZENS ADVISORY COMMITTEE REPORT

Michael Closson—former Chair of the Citizens Advisory Committee (CAC)—reported that the CAC has not elected a new Chair yet, but a new Chair will be chosen at the August meeting. He reported that two new members were sworn in at the last meeting, and that the CAC is working on a Zero Carbon Municipality Toolkit.

4. APPOINTMENT OF NEW MEMBER TO THE CITIZENS ADVISORY COMMITTEE

Rick Bonilla—Board member—reported that the Board of Directors’ Committee for Citizens Advisory Committee Appointment recommends the appointment of Allen Brown to the CAC.

Motion Made / Seconded: Bonilla / Pine

Motion passed unanimously 19-0 (Absent: Belmont, Burlingame, San Carlos)

5. ENERGY USE IN LEED PLATINUM BUILDING DESIGNS: CASE STUDY OF VETERANS MEMORIAL BUILDING/SENIOR CENTER-YMCA PROJECT IN REDWOOD CITY

Chris Beth, Director of Redwood City Parks, Recreation & Community Service Department, and Kelly Elmore and Susan Vutz with ELS Architecture + Urban Design, gave a presentation about the energy efficiency and conservation designs for Redwood City’s new Veterans Memorial Building/Senior Center-YMCA Project.

6. AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AGREEMENT(S) WITH AUTO DEALERS WHOSE PROPOSALS HAVE BEEN SELECTED TO PARTICIPATE IN PCE’S 2019 EV DEALER PROGRAM

Rafael Reyes—Director of Energy Programs—reported that the new electric vehicle (EV) Dealer Incentive Program was approved by the Board in April 2019, for an amount of \$1.6 Million over three years. He reported on results from the 2018 EV Dealer Incentive Program, and reviewed details of the 2019 program and the program timeline.

Motion Made / Seconded: Lee / DeGolia

Motion passed unanimously 19-0 (Absent: Belmont, Burlingame, San Carlos)

7. EV TECHNICAL ASSISTANCE PROGRAM UPDATE

Rafael Reyes reviewed details of the Electric Vehicle Charging Infrastructure Incentive Program. He reported that the program budget includes \$2 Million for a Technical Assistance (TA) Consultant to provide outreach and up-front technical assistance to facilitate project initiation.

PUBLIC COMMENT:

Mark Roest, SeaWave Battery

8. BOARD MEMBERS' REPORTS

Wayne Lee polled the Board members for interest in a bus tour to highlight housing initiatives in San Mateo County. Catherine Carlton reported that the City of Menlo Park passed their new Reach Codes.

ADJOURNMENT

Meeting was adjourned at 9:09 p.m.



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: August 9, 2019
BOARD MEETING DATE: August 22, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Andy Stern, Chief Financial Officer
SUBJECT: Changes to Employee Benefits for Medical Insurance and Long-Term Disability Insurance effective January 1, 2020

RECOMMENDATION:

Staff recommends that the Board approve changes/improvements to Employee Benefits effective as of January 1, 2020 including: (a) Provide a PCE contribution of 85% of the cost of medical insurance coverage for employee dependents, (b) Remove the \$1,000 cap on PCE's contribution for medical insurance for employee-only coverage, and (c) Introduce long-term disability insurance coverage for all PCE employees paid in full by PCE.

BACKGROUND:

1. Medical Insurance

The current benefits policies were established soon after the agency was formed in 2016. Over the last three years, the labor market in the Bay Area has become even more competitive than it was three years ago. Attracting and retaining employees continues to be more difficult. The high cost of medical insurance for potential candidates and their current or future dependents will be a significant deterrent to a decision to join PCE. As PCE matures as an organization, retaining its valuable employees and their dependents will become increasingly important.

PCE's current benefit plans provide reasonably broad coverage for employees and the cost is covered in total by PCE. That is not the case for dependent coverage. While PCE's current benefit programs cover nearly the full cost of dental insurance for eligible dependents (and the full cost of vision insurance), PCE does not pay for any of the cost of medical insurance for dependents, the costliest of those coverages.

Under PCE's current policy, covering one dependent on Kaiser requires an employee to pay a minimum of \$802 per month (\$9,621 per year). Covering 2 or more (i.e. a family) would require an employee contribution of a minimum of \$1,283 per month (\$15,398 per year). The costs are higher for plans that offer more doctor/provider choice.

As a likely result, only one employee has elected to avail themselves of PCE's dependent plan. It is expected that employees have found less expensive options to cover their dependents on the plans of their spouse/domestic partners. While maintaining the existing policy can save PCE money, it will also likely limit options for some employees to remain with PCE and for others to join.

PCE currently offers three options for medical insurance for its employees and eligible dependents including two options from Blue Shield (PPO and HMO) and a Kaiser HMO plan. For employee only coverage, the monthly cost of those plans for the 2019 calendar year ranges from approximately \$821.10 to \$943.50 (these prices are scheduled to increase approximately 3.3% beginning on January 1, 2020). Cost of plans that include dependents are significantly more. PCE currently pays 100% of the cost of coverage for its employees (up to a cap of \$1,000 per month) but does not contribute to the cost of medical insurance coverage for dependents. Prices based on expected monthly rates and employee contributions for the 2020 calendar year are shown below:

	Employee Only		Employee +1		Employee +2	
	Monthly Insurance Cost	Employee contribution	Insurance Cost	Employee contribution	Insurance Cost	Employee contribution
Blue Shield PPO	\$975.12	\$0.00	\$1,949.22	\$943.50	\$2,535.72	\$1,510.62
Blue Shield HMO	\$924.12	\$0.00	\$1,849.26	\$895.56	\$2,403.12	\$1,432.08
Kaiser HMO	\$848.64	\$0.00	\$1,676.88	\$801.72	\$2,173.62	\$1,283.16

Many employers pay for some, and sometimes a significant, portion of the cost of dependent coverage. For comparison, San Mateo County pays 75-85% of employee coverage and 75-85% of dependent coverage (different amounts for different plans).

PCE staff presented a summary of the above information to the Executive Committee on August 8, 2019 with a recommendation that PCE contribute 50% of the cost of dependent medical coverage. After significant discussion, the Executive Committee members directed staff to recommend to the full Board that:

- The \$1,000 cap provided by for employee-only coverage be eliminated. For the 2019 and 2020 years, the existing cap would not make a difference because the amount is less than \$1,000 anyway. Summarizing the Committee's comments, given that insurance premiums tend to increase every year, albeit relatively small during the past two years, it did not make sense to revisit the cap in a year.
- PCE provide 85% contribution toward the medical insurance coverage for eligible dependents of employees. If adopted, the revised monthly

employee contributions are shown below:

	Employee Only		Employee +1		Employee +2	
	Monthly Insurance Cost	Employee contribution	Insurance Cost	Employee contribution	Insurance Cost	Employee contribution
Blue Shield PPO	\$975.12	\$0.00	\$1,949.22	\$141.53	\$2,535.72	\$226.59
Blue Shield HMO	\$924.12	\$0.00	\$1,849.26	\$134.33	\$2,403.12	\$214.81
Kaiser HMO	\$848.64	\$0.00	\$1,676.88	\$120.26	\$2,173.62	\$192.47

2. Long-Term Disability

PCE does not offer long-term disability insurance coverage, although many employers do. In the event that an employee is disabled or becomes ill for an extended period, or permanently, and unable to work, such employee would be eligible for State disability payments for a limited period. However, PCE wishes to provide the safety and security of a steady income level in the event of an employee's long-term need. The proposed plan from Voya provides a benefit payment of 60% of an employee's salary starting 90 days after a qualifying disability/illness up to a maximum of \$5,000 per month. That coverage is equivalent to covering 60% of salary for a maximum employee salary of \$100,000 per year. If an employee qualifies, and is unable to return to work, payments could continue to age 65. There are other terms and conditions that would be too complex to detail here. However, in the event of an employee qualifying for coverage, no additional payment would be due from PCE beyond the already-paid insurance amounts. Given the unlikely event of qualifying events, the annual premium is relatively low at approximately \$14,000 per year.

FISCAL IMPACT:

The cost of Long-Term Disability coverage is estimated to be approximately \$14,000 per year. The total cost of the changes related to increased PCE contribution toward medical insurance cannot be exactly determined since it will be based on the number of dependents that actually enroll. However, staff estimates that the annual cost of such changes will be between \$15,000-\$60,000 per year.

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION TO APPROVE CHANGES TO EMPLOYEE BENEFITS FOR MEDICAL
INSURANCE AND LONG-TERM DISABILITY INSURANCE EFFECTIVE JANUARY 1, 2020**

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

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

WHEREAS, PCEA established many of its employee benefits policies at a time when there were just a few employees; and

WHEREAS, PCEA currently provides 100% of the cost of medical insurance costs for its employees but provides no contribution to the cost for their eligible and covered dependents; and

WHEREAS, PCEA would like to be able to provide medical insurance coverage for its employees' eligible and covered dependents at a reasonable cost to its employees; and

WHEREAS, PCEA would like to provide long-term disability insurance coverage to its employees in the event of a serious disability or illness that prevents them from working and earning a salary.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board approves changes/improvements to Employee Benefits effective as of January 1, 2020 including:

(a) Provide a PCE contribution of 85% of the cost of medical insurance coverage for employee dependents, (b) Remove the \$1,000 cap on PCE's contribution for medical insurance for employee-only coverage, and (c) Introduce long-term disability insurance coverage for all PCE employees paid in full by PCE.

* * * * *



**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: August 5, 2019
BOARD MEETING DATE: August 22, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

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

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

SUBJECT: Update on PCE's Marketing and Outreach Activities and Enrollment Statistics

BACKGROUND:

The Marketing and Communications Team manages 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:

Spread the Word: Free Public EV Test Drive Events

PCE is sponsoring four upcoming free public EV test drive events at local community festivals. The first 100 participants will receive a \$10 voucher for food at the festivals, plus the opportunity to win additional prizes.

Bring your valid driver's license and join us at one of the following events:

- Saturday, August 17 from 1 p.m. – 6 p.m. at the Facebook Island Vibes Festival in Menlo Park
- Sunday, August 18 from 10 a.m. – 3 p.m. at Burlingame on the Avenue in Downtown Burlingame
- Saturday, August 24 from 10 a.m. – 3 p.m. at Foster City Summer Days in Foster City

- Tuesday, September 10 from 10 a.m. – 3 p.m. on the corner of Winslow Street and Hamilton Street in Downtown Redwood City
- Burlingame Fall Fest October 26 or 27, details TBD

Read more on the blog at <https://www.peninsulacleanenergy.com/test-drive-an-electric-car-at-free-events-this-summer/>.

Community Outreach Grant Update

PCE is pleased to report that we received nine applications for our community outreach grants, eight with complete work plans. Note that organizations were eligible to submit more than one application.

Staff are in the process of evaluating proposals. Proposals with complete work plans were received from the following organizations.

Sound of Hope Radio

Amount Requested: \$40,000

Goal: Communicate to Chinese language speakers basic messages about Peninsula Clean Energy savings, billing, and PCE's EV programs, and the benefits of EVs through radio spots, social media, and an in-person workshop.

Peninsula YMCA

Amount Requested: \$10,450

Goal: Connect diverse audience across San Mateo County to the opportunities that Peninsula Clean Energy can offer them. Focus on explaining billing and discounts, avoiding disconnection process, and low-income programs.

Acterra

Amount Requested: \$40,000

Goal: GoEV program: Communicate benefits of EVs and PCE's incentives. Community Resiliency Program: Communicate about billing, discounts, building electrification, the disconnection process, and low-income programs. Building electrification in both.

Menlo Spark & Housing Leadership Council

Amount Requested: \$40,000

Goal: Educate affordable and market rate housing developers, community leaders and influencers, including city and county officials and staff, labor unions, contractors, and tenants, about the economic, health, safety, and environmental impact of electrification.

Sustainable San Mateo County

Application A

Amount Requested: \$39,790

Goal: Communicate PCE key messages about EVs and building electrification to residents, leaders and community influencers by leveraging relationships with city and nonprofit leaders, business representatives, sustainability advocates, and activists.

Sustainable San Mateo County

Application B

Amount Requested: \$40,000

Goal: Communicate key PCE messages about providing cleaner energy at lower rates for all of San Mateo County and explain how PCE savings appear on residential energy bills to low-income residents through partnerships with faith communities.

Sustainable Future Outdoor Academy

Amount Requested: Three \$40,000 grants (through one application)

Goal: Hand off administration of the San Mateo County Sustainable Future Outdoor Academy to the Boy Scouts Pacific Skyline Council through development of Scalability Tools (\$40k), a Private School Pipeline (\$40k), and a Public School Pipeline (\$40k).

El Concilio of San Mateo County

Amount Requested: \$40,000

Goal: Communicate PCE key messages about billing, discounts, avoiding the utility disconnection process, the benefits of EVs, and eligibility for PCE's used EV program to low-income residents, especially in Spanish.

Recent Press Coverage

PCE has been covered by the press in the following recent articles. Full coverage and press releases are available at <https://www.peninsulacleanenergy.com/news-media/>.

- [“San Mateo Scopes New Green Building Codes”](#), San Mateo Daily Journal, July 2019
- [“Some Americans Fret About Green Power’s Shortcomings, But It’s Working Here”](#), Silicon Valley Biz Journal, July 2019
- [“Silicon Valley Energy Customers Have Access To Cleaner Power Than CA Or The U.S. Average”](#), Joint Venture, July 2019
- [“The New Kid on The Block: CCAs Face Credit, Other Challenges To Lead California’s Renewable Energy Growth”](#), Utility Dive, July 2019
- [“Why California Is No Longer the Top US Market for Utility-Scale Solar”](#), Greentech Media, July 2019

Community Outreach and Events

PCE's upcoming events include:

17-Aug	Facebook Ride and Drive	Facebook
17-Aug	Clean Cars for All	Joseph A. Fernekes Recreation Building, 781 Tennis Dr, South San Francisco, CA 94080, USA
17-Aug	Burlingame on the Avenue table only	Burlingame Ave
18-Aug	Burlingame on the Avenue Ride & Drive	Burlingame Ave

21-Aug	Oracle Ride & Drive	Oracle Campus
24-Aug	Foster City Summer Days Ride & Drive	Leo J. Ryan Park
26-Aug	OOS Lunch and Learn	
10-Sep	San Mateo County Center Ride & Drive	County Center, Redwood City
15-Sep	Fiestas Patrias	Downtown Redwood City
3-Oct	Fall BayREN Workshop	City of San Mateo
4-Oct	Sierra Club Guardians of Nature Benefit	Mitchell Park Community Center
5-Oct	Housing Authority's - Annual Family Fun & Resource Expo	264 Harbor Blvd Bld A, Belmont
9-11Oct	Getting to Zero Forum	Marriott Oakland City Center
12-Oct	Building Electrification Expo	Tech Interactive, San Jose
12-Oct	San Mateo Chamber Health & Wellness Expo	Hillsdale Shopping Center
26-Oct	Assemblymember Berman's Health Fair in EPA	Ravenswood Middle School
27-Oct	Burlingame Fall Festival	Downtown Burlingame
3-Nov	Dia de los Muertos	Redwood City

Enrollment Statistics to Date

Opt-out rates slightly increased in July compared to June, but we are enjoying a significant decrease in opt-outs as compared to 2018. In July 2018 there were 77 opt-outs and 55 opt-outs in July 2019. Our overall participation rate is 97.02% of eligible accounts.

Opt-Outs by City

CITY	Eligible Ac	Total	TOTAL OPT OUT
PORTOLA VALLEY INC	1,680	111	6.61%
SAN BRUNO INC	16,533	652	3.94%
SO SAN FRANCISCO INC	25,226	908	3.60%
PACIFICA INC	15,461	556	3.60%
EAST PALO ALTO INC	7,933	273	3.44%
DALY CITY INC	33,982	1126	3.31%
MILLBRAE INC	9,355	280	2.99%
HALF MOON BAY INC	4,960	144	2.90%
UNINC SAN MATEO CO	24,586	704	2.86%
SAN MATEO INC	44,500	1144	2.57%
BELMONT INC	11,992	307	2.56%
SAN CARLOS INC	14,570	367	2.52%
HILLSBOROUGH INC	4,044	89	2.20%
REDWOOD CITY INC	35,188	758	2.15%
BURLINGAME INC	15,454	328	2.12%
FOSTER CITY INC	14,759	301	2.04%
BRISBANE INC	2,543	50	1.97%
WOODSIDE INC	2,290	41	1.79%
ATHERTON INC	2,698	43	1.59%
MENLO PARK INC	15,818	233	1.47%
COLMA INC			
Grand Total	304,331	8,426	2.77%
Adjusted Total	304,016	7,521	2.47%

There are now over 5,600 accounts in ECO100. In addition to the County, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of August 5, 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	57	2,834	2.01%
Belmont	137	10,379	1.32%
Brisbane	84	2,515	3.34%
Burlingame	277	15,316	1.81%
Colma	22	662	3.32%
Daly City	95	33,506	0.28%
East Palo Alto	29	7,838	0.37%
Foster City	307	14,961	2.05%
Half Moon Bay	76	4,390	1.73%

Hillsborough	70	3,805	1.84%
Menlo Park	455	16,039	2.84%
Millbrae	106	9,437	1.12%
Pacifica	162	15,420	1.05%
Portola Valley	1,515	1,699	89.17%
Redwood City	657	35,500	1.85%
San Bruno	98	14,521	0.67%
San Carlos	279	14,248	1.96%
San Mateo	581	42,705	1.36%
So San Francisco	122	22,087	0.55%
Uninc San Mateo Co	496	24,487	2.03%
Woodside	56	2,347	2.39%
Grand Total	5,681	294,941	1.93%



**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: August 7, 2019
BOARD MEETING DATE: August 22, 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
 Doug Karpa, Senior Regulatory Analyst

SUBJECT: Update on PCE's July-August Regulatory and Legislative Activities

SUMMARY:

The regulatory and legislative team has had a very busy month during the end of July and into August. Resource adequacy, integrated resources planning, PG&E's general rate case, ongoing work related to the Power Charge Indifference Adjustment (PCIA) and numerous other dockets continued to take up much of staff's time. 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 six pleadings and a set of testimony at the California Public Utilities Commission (CPUC or Commission). PCE's regulatory and legislative team attended four other stakeholder meetings. As discussed below, the regulatory and legislative team continues to work in key leadership roles to advance PCE's mission.

DEEPER DIVE:

Regulatory Advocacy and Outreach

R. 17-09-020 – Resource Adequacy (RA) – This docket continues to consider the propriety of the Commission authorizing a central buyer for resource adequacy instead of the current market structure based on bilateral contracting. Mr. Waen is a key part of CalCCA's efforts in this docket as the primary case manager overseeing the effort. As discussed in prior Board memos, the Commission convened three workshops over the last several months to try and develop consensus among parties, but little consensus was reached. CalCCA and SENA submitted a joint workshop report on July 17, 2019 on the two workshops that they facilitated. PG&E submitted a separate report for the workshop that it facilitated. Parties, including CalCCA, provided comments in response on August 2, 2019. PCE staff anticipates further workshops in late August. Additionally, on July 3, 2019, the CPUC issued a ruling seeking comments on

proposed clarifications to the Commission's rules regarding usage of imports for resource adequacy. CalCCA submitted comments on the questions raised in this ruling on July 19, 2019.

R.16-02-007 – Integrated Resource Planning (IRP) – The IRP proceeding has been active on three fronts in the last month. First, in the Procurement Track, on June 20, 2019, the Assigned Commissioner and Administrative Law Judge released a ruling seeking comment on possible near-term reliability challenges the state may face based on analysis by the Commission. The ruling also sought comments on the Commission's ideas for possible solutions. The ruling showed a potential need to procure 2000-2,500 MW of system level peak generation capacity by 2021. Mr. Karpa coordinated CalCCA's effort to respond to the ruling. CalCCA filed comments on July 22, 2019, acknowledging a likely need and discussed a range of potential solutions, including contracting with existing natural gas resources, contracting for firm RA imports, and new build by load serving entities, including CCAs. However, CalCCA argued that more modeling was needed to understand the scope and timing of any necessary procurement as the modeling contained in the ruling was granular enough to fully understand the level of necessary procurement. The comments also discussed the interplay between the potential need and the fact that imports are a reliable option for meeting the CAISO's resource needs. Due to the pace of CCA's ongoing procurement, the comments discussed how recent and planned CCA procurement would impact the initial analysis. The comments also argued for targeting procurement to meet other grid needs to provide as much overall benefit as possible from the procurement. Reply comments are due August 12, 2019. Staff anticipates further efforts to address the concerns identified in the ruling during the fall.

R.17-06-026 – Power Charge Indifference Adjustment – PCE has been deeply involved in the ongoing working group process at the CPUC. Various working groups are addressing further refinement of the methodology for producing the PCIA and other open matters coming out of last year's PCIA decision. As part of those efforts, Mr. Karpa is a lead member of the Portfolio Optimization, Cost Reduction, Auction and Allocation working group. This working group is developing a series of mechanisms to increase market access to generation resources contained in the IOUs' portfolios - including local, system and flex RA resources, hydro-resources with GHG-free attributes, and RPS resources. This increased access will provide better insight into the value of these resources, which is used to set the PCIA, while also increasing CCA access to these resources for use in their portfolio.

A.18-12-009 – PG&E 2020 General Rate Case (GRC) – On July 26, 2019, the Joint CCAs, including PCE, submitted testimony in the docket. The expert witnesses retained by the Joint CCAs submitted three volumes of testimony. The testimony collectively proposed numerous revisions to funding requests made by PG&E associated with grid modernization, customer care, wildfire mitigation, and other areas. In total the Joint CCAs' testimony identifies potential inappropriate allocation of over \$100 million in generation related costs to PG&E's distribution rates. The Joint CCA's testimony proposes moving these costs from PG&E's distribution rates to PG&E's generation costs to avoid anti-competitive impacts. The next procedural step in this case will be evidentiary hearings in early November.

I.15-08-019 – PG&E Safety Culture OII – This docket is broadly exploring what changes could be made within PG&E or its corporate structure to increase the company's safety culture. On Friday, August 2, 2019, PCE and a group of CCAs filed reply comments addressing five ideas raised by the Commission given the discussion to date in the docket. Those ideas were: (1) separating PG&E into separate gas and electric utilities or selling the gas assets; (2) establishing periodic review of PG&E's Certificate of Convenience and Necessity (CPCN); (3) Modification or elimination of PG&E Corp.'s holding company structure; (4) linking PG&E's rate

of return or return on equity to safety performance metrics; (5) any other party-specific proposals. The CCAs argued that the benefits of splitting PG&E's gas and electric business were unclear at this time. Instead the Commission should focus on increasing safety at PG&E by supporting the formation of CCAs as community energy providers and also municipalization. The comments also supported parties' request that Commission periodically review PG&E's certificate of public convenience and necessity (CPCN) and that PG&E's ability to earn its authorized return on equity and/or rate of return be premised on meeting all safety standards. Finally, the comments supported TURN's request that the Commission invite expressions of interest in PG&E's various services from willing parties to see the level and scope of third parties' interests in PG&E's business lines.

R.19-07-017 – AB 1054 Implementation – On July 26, 2019, the Commission published an Order Instituting Rulemaking in response to Assembly Bill 1054. The rulemaking will consider whether the Commission should exercise the authority granted to it in the legislation to require electrical corporations participating in the California Wildfire Fund to collect a non-bypassable charge all of their customers. Under AB 1054, the Commission has the authority to continue a current charge related to payment of bonds stemming from the Energy Crisis. The docket is on a very expedited schedule with a pre-hearing conference held on August 8, 2019 and comments due in late August. Mr. Wiedman attended the prehearing conference to represent PCE.

R.14-07-002 – Net Energy Metering – On July 24, 2019, a group of CCAs, including PCE, filed a Protest to PG&E's Advice letter 5362-E-B. This advice letter requested certain minor modifications to PG&E's disadvantage communities program design based on Resolution E-4999, which was adopted by the Commission on May 30, 2019. PCE has been working with a group of CCAs for several years now on the development of the program to ensure CCAs are able to offer their own disadvantaged communities solar programs and that implantation of the investor-owned utilities' programs comply with Commission decisions. In this latest protest, the CCAs requested clarification of clawback provisions for unutilized program capacity, updating of PG&E's standards to clarify that CCAs may aggregate and share program capacity, clarifying that customers may offset 100% of their usage via the programs developed by CCAs, clarify certain changes to minimum system size, and clarification of qualifying census tracks.

Legislative Advocacy and Outreach

On July 25, 2019, PCE staff met with members of the Board to discuss the status of legislation based on the final votes in both houses. While PCE staff had concerns with many bills at the start of the session, through the collective efforts of CCAs and our allies, many of the bills have been amended to address our concerns or died in the Legislature. Below is a snapshot of the legislative timeline for the remainder of this year's session and a summary of bills PCE staff has worked on so far this session.

Status of Legislation

Bill Number (Author)	Description	Position	Status
SB 520 (Hertzberg)	Establishes standards for provider of last resort	Oppose (PCE)	Moving to Assembly Approps.
AB 56 (Garcia, E)	Central buyer for all energy resources	Oppose (PCE)	DEAD
SB 350 (Hertzberg)	Spot bill for RA "fix"	Watch (CalCCA)	HELD
AB 1362 (O'Donnell)	Could have undermined code of conduct	Oppose unless amended (CalCCA)	AMENDED

SB 155 (Bradford)	PUC auditing and enforcement of IRP and RPS	Oppose unless amended (CalCCA)	AMENDED
SB 676 (Bradford)	PUC program and rate design for EV integration	Oppose unless amended (CalCCA)	AMENDED
SB 772 (Bradford)	long-duration bulk storage mandate	Oppose (CalCCA)	DEAD
SB 255 (Bradford)	Mandated supplier diversity reporting	Support (PCE)	Moving to Assembly Approps.
SB 49 (Skinner)	standards for building load management	Support (PCE)	Moving to Assembly U&E
AB 1424 (Berman)	expanding payment options for EV charging	Support (PCE)	Moving to Senate EUC
SB 774 (Stern)	deployment of wholesale energy facilities to increase resiliency	Watch (CalCCA)	DEAD

The legislative session starts August 12, 2019 and ends midnight September 13, 2019 (yes, Friday the 13th).

FISCAL IMPACT:

Not applicable.



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: August 16, 2018

BOARD MEETING DATE: August 22, 2018

SPECIAL NOTICE/HEARING: None

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

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

SUBJECT: Community Programs Report

SUMMARY

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

1. Building and EV Reach Codes
2. EV Ride and Drives
3. Low-Income EV Incentive Program (DriveForward Electric)
4. New EV Dealer Incentive Program
5. PCE/EBCE Resilient Solar for Critical Facilities
6. MUD Low-Power EV Charging Pilot
7. Transit and School Buses
8. Community Pilots

The following programs are in development:

- The EV Charging Infrastructure Incentive Program: Program was approved at the December 2018 Board meeting and is under development with a targeted launch of summer 2019. This program was funded at \$16 million over four years to provide incentives and technical assistance for the deployment of 3,500 EV charging ports. Work under development includes defining the qualifications and incentives, establishing the associated technical assistance and workforce programs, hiring support staff, and implementing a software system for program tracking plus seeking to secure additional funding for EV infrastructure from the Bay Area Air Quality Management and the California Energy Commission.

DETAIL

1. Building and EV Reach Codes

In a joint project with Silicon Valley Clean Energy (SVCE), PCE is working with local governments to support the adoption of low-carbon and EV ready building reach codes to correlate with the adoption of the 2019 triannual California building code standards. The final measures and the draft code language has been released and is available on the project website (www.PeninsulaReachCodes.org).

PCE and its partners have held 10 webinars and workshops on the reach codes gathering input for the model codes and subsequent dialogues. The project team is developing tools to assist with the adoption process and is engaged in presentations to Commissions and Councils as well as detailed discussions with city and County staff.

Cities are invited to submit a Letter of Intent to receive \$10,000 in support funding. To date, nine agencies have submitted a Letter of Intent, the cities of Brisbane, Burlingame, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City and San Mateo as well as the County. Other agencies are actively participating. SVCE has 9 LOIs in place (out of 13 jurisdictions). Engagement with agency staff and Council presentations are ongoing.

To address concerns over impacts to affordable housing PCE and SVCE are developing funding support programs for EV infrastructure in affordable housing (to cover costs above state code). Developments that are 100% affordable in cities with reach codes would be eligible.

2. EV Ride & Drives

This program is one of PCE's two core elements for new EV marketing (the other is the New EV Dealer Incentive Program) and it provides for community and corporate events in which community members can test drive a range of EVs. Five events were held in 2018 and in February 2019, the Board approved ramping up the program with a 3-year program intended to yield 10 to 25 events per year and significantly increase social media visibility. PCE has completed four events and has six more scheduled thus far for 2019. The following tables summarize all events to date, number of EV experiences, and scheduled events.

Completed events to date:

Event	Type	Date	EV experiences*
Genentech	Workplace	August 9, 2018	292

Facebook Community Festival	Community	August 11, 2018	309
San Mateo County Center	Workplace/Community	October 3, 2018	198
Burlingame Fall Fest	Community	October 28, 2018	100
YouTube	Workplace	December 12, 2018	165
STEAM Fest	Community	April 27, 2019	125
Genentech	Workplace	April 29, 2019	255
Visa	Workplace	May 8, 2019	261
Colma Community Fair	Community	July 13, 2019	67
TOTAL			1771

*EV experiences refer to the total number of test drives and passenger rides.

Scheduled events:

Event	Type	Date
Facebook Community Festival	Community	August 17, 2019
Burlingame on the Avenue	Community	August 18, 2019
Oracle	Workplace	August 21, 2019
Foster City Summer Days	Community	August 24, 2019
San Mateo County Center /Downtown Redwood City	Workplace/Community	September 10, 2019
Burlingame Fall Fest	Community	October 28, 2019

Events include pre-test drive, post-test drive, and six-month trailing surveys to document changes in customer perception towards EVs and actions taken after the EV experience. Key findings from those surveys, from 2018 and 2019 events, are summarized below:

Day-of Survey Results:

Sample pool: 241 respondents

Metric	Result
Identified as San Mateo County residents	61%
Had their first EV experience at event	61%
Rated their EV experience as excellent or good	96%
3 top areas of interest	Performance, technology, and environmental
Stated their overall opinion of EVs is better or somewhat better after test drive	85%

Six-month trailing survey:

Sample pool: 132 respondents (32% response rate)

Metric	Result
Acquired an EV after the event	20% (30 total: 23 purchases, 7 leases)
Of those who didn't acquire an EV, those who said they would "definitely" or "likely" acquire an EV as their next vehicle	79%

3. Low-Income EV Incentive Program (DriveForward Electric)

Launched in March, the program provides a \$4,000 incentive for the purchase of used plug-in hybrid electric vehicles (PHEVs) and full battery electric vehicles (BEVs) to low- and moderate-income San Mateo County residents with access to a standard outlet at home or work. PCE offers this incentive through Peninsula Family Service's (PFS) DriveForward program, which is a robust program that provides financial coaching and access to financing to help participants purchase reliable used vehicles. PCE has a program web page available at peninsulacleanenergy.com/driveforwardelectric/.

Twelve people have participated in the program and received the incentive to date. Five other participants have been approved and are currently looking for a PHEV. More 1-on-1 client meetings are in progress with PFS.

There are other state and regional low-income incentives programs that currently operate and/or will operate in San Mateo County: the BAAQMD's Clean Cars for All Program (cash for clunkers program), the Community Housing Development Corporation (CHCD) Transportation Program, and the State's Clean Vehicle Assistance Program (not active but expected to come back Q4). These programs provide incentives from \$5,000 up to \$9,500 on the purchase of used and new EVs to households with income that is 400% or less of the federal poverty level, the same income eligibility used by PCE. Though none of these programs can stack with one another, they have the ability to stack with other non-state-funded programs, such as PCE's DriveForward Electric Program. PCE is investigating how to stack funds with these programs to increase the affordability of EVs for our low- and moderate-income customers.

4. New EV Dealer Incentive Program

This program is one of PCE's two core elements for new EV marketing (the other is the Ride & Drive Program) and is intended to provide time-limited discounts and incentives on EVs to address the up-front cost, which is one of the key barriers to EV adoption.

In April 2019, the Board approved the continuation of the New EV Dealer Incentive Program over the next three years (2019-2021) following a 2018 pilot which resulted in 120 vehicles sold. Each year, PCE staff will select partner dealerships through a competitive process in which dealerships submit proposals offering discounts to San Mateo County residents during the promotion period (Oct – Dec of each year). In July

2019, the Board approved delegating authority to the Chief Executive Officer to execute agreements with the select dealerships.

As with the 2018 program, the 2019 program includes invitations to all dealerships in the County to participate on a competitive basis. PCE released the dealer Request for Proposals (RFP) on June 11 and accepted applications until August 1. As anticipated, dealers' interest in the program grew significantly from 2018, consistent with the experience of Sonoma Clean Power which ran a similar program for the past three years. PCE received a total of eleven dealership proposals, representing seven different vehicle makes.

Proposals received:

Dealer	City
Boardwalk Nissan	Redwood City
Nissan of Burlingame	Burlingame
Boardwalk Chevrolet	Redwood City
Putnam Chevrolet	Burlingame
Stewart Chevrolet	Colma
Putnam Chrysler Jeep Dodge Ram	Burlingame
Stewart Chrysler Jeep Dodge Ram	Colma
Toyota 101	Redwood City
Peter Pan BMW	San Mateo
Serramonte Honda	Colma
Serramonte Ford	Colma

A maximum of one dealership per make will be selected to participate in the program. For those makes that only received one dealership proposal, that dealership is automatically selected to participate so long as dealer discounts are being provided. For those makes that PCE received multiple dealership's proposals for, PCE will select the winning dealership based on the best discounts offered below the MSRP and the number of EVs in inventory or expected to be in inventory during the promotion period. PCE intends to select dealers and execute agreements by the end of August to have sufficient time for training and marketing planning before the promotion begins on October 1, 2019.

Though total vehicle uptake over the promotion period is difficult to project, PCE anticipates higher participation this year and in future years due to a larger number of participating dealers (giving customers more vehicle choices) and higher awareness of the program. Staff's target is to reach a minimum of 250 vehicles this year.

5. Resilient Solar for Critical Facilities

In Q3 2018, East Bay Community Energy (EBCE), in partnership with Peninsula Clean Energy (PCE), was awarded a Bay Area Air Quality Management District grant for a

scoping study to identify community shelter critical facilities in Alameda and San Mateo counties that provide emergency services during natural disasters and do preliminary assessments for solar+storage resilience projects. Solar+storage at critical facilities have the potential to provide a cleaner and more reliable power source than diesel generators and reduce operating costs for the facilities.

This a \$300k 12-month scoping project that will: 1) identify a subset of critical facilities in San Mateo and Alameda counties that serve as community shelters and/or emergency response hubs during disasters (e.g. police and fire depts, recreation centers, libraries, etc); 2) narrow down that list to select priority sites based on some criteria and conduct some assessments at a subset of those sites that are representative of the entire list; 3) develop a financial model (e.g. rate design or financial incentive) that results in affordable and widespread deployment of resilient solar systems; and 4) design and assist in the collective procurement for solar+storage installations at priority critical facilities to reduce costs for agencies interested.

This project has initiated and PCE has collected sites from nine municipalities to serve as a preliminary list of prospective facilities. We are continuing outreach to finalize an indicative site this month. A subset of representative sites will be selected that will undergo a more detailed assessment that will be used to estimate the project potential of the entire list. The overall project potential will serve as a basis for assessing the full scope of a prospective procurement. PCE is structuring the city engagement process to be as time efficient as possible during the scoping process (<10 hrs of agency staff time for each participating agency).

This project is being shifted to the Power Resources team as part of the developing Distributed Energy Resources program.

6. Multi-Unit Dwelling (MUD) Low-Power EV Charging Pilot

This pilot program will foster new low-power charging technology solutions, pilot them in multi-unit dwellings (MUDs), and assess the technologies and document the results. Energy Solutions was selected as the consultant partner as part of a competitive bid process. The Board approved the contract terms in the March 2019 board meeting. The contract was executed in July and the project kickoff is being scheduled.

7. Transit and School Buses

PCE has been engaged with SamTrans and school districts on electric buses. With SamTrans, PCE has been participating on SamTrans' bus electrification taskforce and PCE CEO Jan Pepper and Program Director Rafael Reyes met work with SamTrans CEO Jim Hartnett in June to brief Mr. Hartnett on opportunities for PCE to support SamTrans' goal to electrify its fleet by 2033.

On school bus electrification, last year PCE facilitated the submission of applications for Ravenswood School District and Redwood City School District for funding for electric buses and associated infrastructure from the California Energy Commission (CEC). In July, the CEC awarded 3 buses each for both school districts. PCE will engage with the school districts to determine how best to further support the districts on deployment and implementation.

8. Community Pilots

PCE awarded grants of up to \$75,000 each for six innovative local pilot projects to reduce greenhouse gas emissions, support low-income customers, and advance electric transportation. Below is the status of each pilot project:

Pilot	Status
Refrigerator Recycling – ARCA Old refrigerator recycling program to capture high impact GHG sources.	Program live since mid-April. 72 requests have been made as of end of July (61 units collected, 11 pending collection). Program will run until 350 units are recycled. Website: www.peninsulacleanenergy.com/fridge
Peninsula Climate Comfort – Ardenna Pilot for electrification retrofits for 5 homes for in-depth technical and financial assessment as development of financing strategy.	Application closed April 7. 62 complete applications received. Ardenna has selected 5 case study participants. Homes are located in San Mateo, Brisbane, East Palo Alto, Redwood City, and Burlingame and have diverse attributes (age, size, etc.). Feasibility assessments have been received by each home and homeowners are expected to make a decision on whether to move forward with the recommended retrofits by the end of August. Website: www.climate-comfort.com
Healthy Home Connect – Build It Green Upgrade 10-16 low-income homes that would otherwise be disqualified from existing energy saving assistance programs using PCE gap funding.	Outreach and Hayward Score assessments on 35 homes has been completed. Reviewing prospective participants and selecting homes that will receive upgrades. Program will provide healthy home upgrades & remediations to 10-16 homes.
Community Resiliency at Faith Institutions – Interfaith Power & Light Recruit and develop plans to equip select number of faith institutions to be community hubs with clean energy back up power.	1-2 prospective candidates identified. Application deadline adjusted to rolling basis to align with 350.org Silicon Valley faith institution climate resilience program. PCE review of MOU underway.

<p>Low to Moderate Income Community Car Sharing</p> <p>Deploy a select number of battery electric vehicles (EVs) to be used for car sharing within a low to moderate income community apartment complex.</p>	<p>Contracting between PCE and Envoy is still underway. Envoy has identified a list of 30 MUDs as potential host sites for Envoy vehicles and charging. 28 reside in LIC/ DAC designated areas.</p>
<p>A Roadmap for Municipal Green Fleets – County Office of Sustainability</p> <p>Develop a clean fuel fleet toolkit for local governments, acquire pilot vehicles and scooters, and provide technical assistance to jurisdictions interested in electrifying their fleets.</p>	<p>Identified a hybrid vehicle (25 e-mi range) for sheriff use. 8 e-bikes to be sourced for Parks department to replace current diesel vehicles. M&V to be developed & implemented to track GHG reduction impact.</p>



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: August 7, 2019

BOARD MEETING DATE: August 22, 2019

SPECIAL NOTICE/HEARING: None

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer

SUBJECT: Energy Supply Procurement Report – August 2019

BACKGROUND:

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

DISCUSSION:

The table below summarizes the contracts that have been entered into by the CEO in accordance with the following policy since the last board meeting.

Execution Month	Purpose	Counterparty	Term
July	Purchase of Resource Adequacy	Tenaska Power Services Co.	2 years
July	Purchase of Carbon Free Energy	Morgan Stanley Capital Group Inc.	4 years
August	Purchase of Resource Adequacy	Shell Energy North America (US), L.P.	3 years
August	Purchase of Resource Adequacy	Shell Energy North America (US), L.P.	1 year
August	Sale of Resource Adequacy	Monterey Bay Community Power	1 month

In December 2017, the Board approved the following Policy Number 15 – Energy Supply Procurement Authority.

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

1) **Short-Term Agreements:** Chief Executive Officer has authority to approve energy procurement contracts with terms of twelve (12) months or less. The CEO shall report all such agreements to the PCE board monthly.

2) **Medium-Term Agreements:** Chief Executive Officer, in consultation with the General Counsel, has the authority to approve energy procurement contracts with terms greater than twelve (12) months but not more than five (5) years. The CEO shall report all such agreements to the PCE board monthly.

3) **Intermediate and Long-Term Agreements:** Approval by the PCE Board is required before the CEO enters into energy procurement contracts with terms greater than five (5) years.