



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

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

*Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Anne Bartoletti, Board Clerk, at least 2 working days before the meeting at [abartoletti@peninsulacleanenergy.com](mailto: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. Approve adding new Commercial TOU (Time of Use) rate schedules (Action)
5. Approve PCE rate adjustment to maintain 5% discount across all rate schedules (Action)
6. Approve a three-year \$10 million budget for local electricity resiliency programs (Action)
7. Approve contract for up to \$850,000 with the Center for Sustainable Energy to administer PCE electric vehicle incentive funds of up to \$12 million as part of CALeVIP (California Electric Vehicle Infrastructure Project) (Action)
8. Board Members' Reports (Discussion)

## **CONSENT AGENDA**

9. Approval of the Minutes for the September 28, 2019 Meeting (Action)
10. Approve Amendment to Employee Handbook to add Personal Leave Policy (Action)
11. Approve SDRMA (Special District Risk Management Authority) Resolution and MOU (Memo of Understanding) (Action)

## **INFORMATION ONLY REPORTS**

12. Marketing and Outreach Report
13. Regulatory and Legislative Report
14. Community Energy Programs Report
15. 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:** October 17, 2019  
**BOARD MEETING DATE:** October 24, 2019  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority (PCE) Board of Directors  
**FROM:** Leslie Brown, Director of Customer Care, Peninsula Clean Energy  
**SUBJECT:** Approve adding new Commercial TOU (Time of Use) Rate Schedules

**RECOMMENDATION:**

Staff recommends that the Board authorize the creation and implementation of a new set of Commercial Time of Use (TOU) rate schedules to correspond with the November 1, 2019 launch of PG&E's new Business (B) Tariffs. The corresponding PCE rates would have the same net 5% generation discount as all other current PCE rate schedules. This action will allow PCE to maintain the consistency of its rate schedules as compared with PG&E.

**BACKGROUND:**

On November 1, 2019, PG&E will launch a new set of Commercial TOU rates (B1, B6, B10, B19 and B20). Existing customers will be able to opt into these rates, and new commercial customers beginning service after November 1, 2019 will default to these rates. Current commercial customers taking service on either the A (small commercial) or E (large commercial/industrial) Tariffs who do not voluntarily elect to move to the new corresponding 'B' rate by October 2020 will be automatically transitioned to the new rates in November 2020. Unlike the upcoming Residential TOU transition, Commercial customers will not have the option to opt out and keep their current rate schedule. All commercial customers (with a few exceptions) will be transitioned to this new rate structure within the next year. The current 'A' and 'E' Tariffs will be closed to new customers and will eventually be phased out completely.

These new tariffs and transition are part of the larger CPUC effort throughout California to better align TOU rates and energy pricing with resource constraints and electricity demand throughout the state.

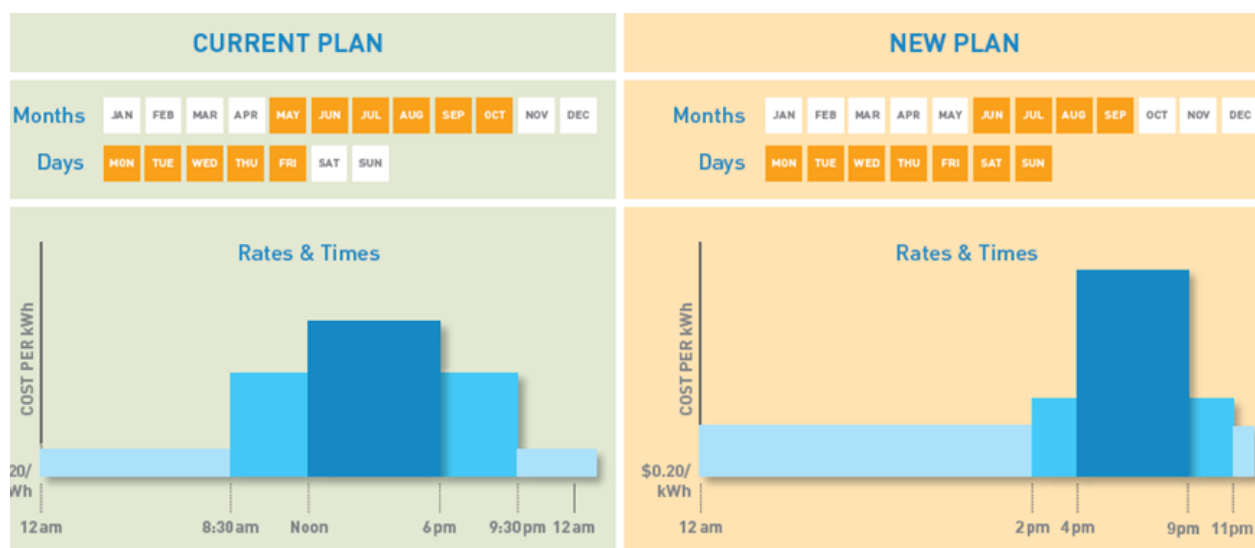
### **DISCUSSION:**

Staff recommends the Board approve the creation and implementation of a new set of Commercial rates to remain consistent in our offering of rate structures that are complementary to those of PG&E. If PCE does not have a complementary rate available when PG&E transitions customers into the new 'B' rates, there will be inconsistencies in billing and customer confusion and dissatisfaction.

Some of the notable differences between the current and new tariff structures from PG&E include:

- Shifting Peak TOU period from 12PM-6PM M-F to 4PM-9PM Everyday
- New Summer and Winter Billing Seasons
  - Summer June-September (shorter by 2 months)
  - Winter October-May
- New Super Off Peak rate period
  - 9AM-2PM March-May
- There are no demand rates for B-10 (A10 included demand)
- There are now Winter Demand rates for B-19 & B-20

Below is a general illustration of the rate structure differences during the summer from PG&E.



### **FISCAL IMPACT:**

The new 'B' rates will be consistent with other PCE rate models with a 5% net generation discount. We do not have the final approved rates from PG&E and will likely not have them until just before they go live on November 1, 2019. Once we have the final rates, PCE staff will conduct a more thorough analysis of potential impact on revenue in future years as a result of these changes. These new rate schedules are not likely to have an immediate impact on PCE, since they will only apply to new services beginning after November 1, 2019 and to customers who actively choose to transition early.

**RESOLUTION NO. \_\_\_\_\_**

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

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**RESOLUTION AUTHORIZING THE CREATION OF NEW COMMERCIAL TOU  
ELECTRIC RATES (B1, B6, B10, B19 AND B20)**

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

**WHEREAS**, PG&E is launching a new set of Commercial Time of Use (“TOU”) rates (B1, B6, B10, B19 and B20) on November 1, 2019; and

**WHEREAS**, PCE customers will be eligible to select these new TOU rates from PG&E’s available commercial tariffs; and

**WHEREAS**, New Commercial PCE customers will be assigned to these new TOU rate schedules after November 1, 2019; and

**WHEREAS**, All Commercial PCE customers will be transitioned to these new TOU rate schedules by November 30, 2020; and

**WHEREAS**, PCE should have a complementary rate available when PG&E transitions customers to the new rates to avoid billing inconsistencies and customer confusion and dissatisfaction.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board authorizes PCE staff to create and implement PCE equivalent B1, B6, B10, B19 and B20 rates at a net 5% generation discount, consistent with all of PCE's other available rates.

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**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** October 15, 2019  
**BOARD MEETING DATE:** October 24, 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:** Authorize PCE staff to execute rate adjustments as needed to maintain a 5% discount in generation charges compared to PG&E (Action)

**RECOMMENDATION:**

Staff recommends that the Board authorize PCE staff to implement minor rate adjustments to all applicable PCE rate schedules, as needed, on an ongoing basis, to maintain the 5% Generation discount for PCE's ECOplus option. This action will enable staff to make adjustments to PCE's rates throughout the year as needed to maintain the ECOplus value proposition, without seeking Board approval each time.

**BACKGROUND:**

PCE currently benchmarks the ECOplus rate at a net 5% discount (inclusive of PCIA and FFS) as compared to PG&E standard generation rates. Up until January 1, 2018, PG&E typically only made one major rate change as part of its annual ERRA (Energy Resource Recovery Account) proceeding, which impacted all aspects of PG&E's rates. In the past eighteen months, however, we've seen several rate adjustments that have had small impacts on some or all of the components that PCE uses for benchmarking (Generation, PCIA and FFS). The Advice Letters authorizing these changes have been issued with very little notice, requiring PCE staff to seek approval from the Board for small changes sometimes a month or two after PG&E's adjustment. This pattern of multiple small adjustments throughout the year, along with one significant ERRA adjustment, is likely to continue for the foreseeable future. Accordingly, PCE staff is requesting authorization from the Board to make small adjustments to PCE rates to realign to the 5% standard

discount on an 'as-needed' basis, when a PG&E rate change results in a rate that is no more than 6% discount and no less than 4% discount before the realignment.

**DISCUSSION:**

Staff will work with Calpine—our billing and data management provider—to ensure that the new rates are calculated and implemented when PG&E publishes an Advice Letter affecting rates. Staff will report out to the Board whenever a rate adjustment is made and will continue to come to the Board for pre-approval for rate changes beyond the +/- 1% threshold. We believe this change will enable PCE staff to more flexibly implement small rate adjustments when needed, rather than delaying implementation until after the next Board meeting.

**FISCAL IMPACT:**

This action will ensure that PCE is able to continue the 5% value proposition of ECOplus to our customer base while also maintaining appropriate revenue requirements for operations. Based on forecasted revenues from August 2019 energy sales, a net +/-1% differential in the generation rate discount from PG&E is approximately +/- \$400,000 per month. PCE staff would continue to bring rate adjustments with a more significant impact than +/- 1% to the Board for approval prior to implementation.

**RESOLUTION NO. \_\_\_\_\_**

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

**STATE OF CALIFORNIA**

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**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ADJUST  
PENINSULA CLEAN ENERGY'S RATES IN ORDER TO MAINTAIN A 5% DISCOUNT  
IN GENERATION CHARGES AS COMPARED TO PG&E**

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

**WHEREAS**, PCE was formed on February 29, 2016 as a Community Choice Aggregation program; and

**WHEREAS**, the Board has established a set of strategic goals to guide PCE, including maintaining a cost-competitive electric-generation rate for County residents and businesses as compared to that of PG&E; and

**WHEREAS**, PG&E periodically changes its rates, which necessitates corresponding changes to PCE's rates to maintain PCE's net 5% generation charge discount; and

**WHEREAS**, PG&E occasionally makes these small rate changes with very little notice; and

**WHEREAS**, the Board acknowledges that seeking Board approval multiple times throughout the year for small rate adjustments unduly delays implementation of PCE rate changes.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board authorizes the Chief Executive Officer to implement adjustments to PCE's rates to realign to the 5% standard discount on an 'as-needed' basis, when a PG&E rate change results in a rate that is no more than 6% discount and no less than 4% discount before the realignment.

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**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** October 15, 2019  
**BOARD MEETING DATE:** October 24, 2019  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Jan Pepper, Chief Executive Officer, Peninsula Clean Energy  
**SUBJECT:** Local Electricity Resiliency Program

**RECOMMENDATION**

Approve three-year \$10 million budget for local electricity resiliency programs.

**DISCUSSION**

In Spring of 2019, PG&E announced that it would expand its Public Safety Power Shutoff (PSPS) program in order to prevent wildfires across the state. The expansion of this program can increase GHG emissions, threaten our customer base, and disrupt operations throughout the County. We saw this play out October 9 through 11, - PG&E initiated a PSPS event and cut power to over 738,000 customer accounts in California, representing approximately 2.7 million people,<sup>1</sup> and causing an estimated \$1 to 2.5 billion in economic losses<sup>2</sup>.

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<sup>1</sup> "PG&E power outage could cost the California economy more than \$2 billion":  
<https://www.cnbc.com/2019/10/10/pge-power-outage-could-cost-the-california-economy-more-than-2-billion.html>

<sup>2</sup> "'A cool billion': Economists estimate PG&E outages could have big impact":  
<https://www.sfchronicle.com/business/article/A-cool-billion-Economists-estimate-PG-E-14505047.php>  
"Measuring the Economic Costs of the PG&E Outages":  
<https://energyathaas.wordpress.com/2019/10/14/measuring-the-economic-costs-of-the-pge-outages/>  
"PG&E power outage could cost the California economy more than \$2 billion":  
<https://www.cnbc.com/2019/10/10/pge-power-outage-could-cost-the-california-economy-more-than-2-billion.html>

Approximately 15,000 PCE customers were affected by the October PSPS event. More than 270 of those customers were on PG&E's medical baseline program, which is for people with special energy needs because of a medical condition. Many of them live in isolated, coastal communities. While this was the largest PSPS event to date and the first to impact PCE's customers, it was not PG&E's first PSPS event and will not be the last to impact PCE's customers. PG&E has indicated that this is the new reality during fire season in California.

Unfortunately, PG&E has offered few solutions to customers affected by PSPS events. PCE has an opportunity now to lead by offering solutions to those customers who will be most at risk in future PSPS events.

Staff recommends a Board commitment of \$10 million over three years to programs that address the problems created by these types of PSPS events. Staff will develop programs addressing the high-level priorities outlined below and bring them to the Board for approval.

## **BACKGROUND**

Currently, the most common electricity back-up option in the event of a power outage is a diesel fuel generator. In the days leading up to this PSPS event, and during the event, there was an increase in diesel generator sales. Some stores even sold out.<sup>3</sup> Diesel generators also produce significant air quality impacts including some greenhouse gas (GHG) impacts (when run for emergency use only) and nitrogen oxide, which can combine with other compounds to form ozone. Moreover, diesel generators emit particulate matter with serious health impacts. The proliferation of diesel generators runs directly counter to PCE's mission to reduce GHG emissions in San Mateo County, and to state-wide goals to improve air quality and reduce GHG emissions.

Fortunately, there are cleaner, economical alternatives to diesel generators for energy resiliency, namely solar photovoltaic and lithium-ion battery storage systems. These systems are capable of disconnecting from the grid during a blackout to serve critical load. When not being utilized for backup power, these systems can be aggregated together for use in the wholesale energy market, helping PCE to hedge against peak energy prices in the summer and winter months.

PCE is centrally positioned to facilitate the use of alternative forms of backup power by: 1) leveraging our existing customer relationships, 2) mobilizing a robust community concerned about public health, and 3) aggregating backup energy systems to create new value streams, drive down cost, and correspondingly increase accessibility to more PCE

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<sup>3</sup> "Northern California faces massive power outage as PG&E hedges wildfire risk": [https://www.washingtonpost.com/national/northern-california-faces-massive-power-outage-as-pgande-hedges-wildfire-risk/2019/10/09/576facfa-ead9-11e9-9306-47cb0324fd44\\_story.html](https://www.washingtonpost.com/national/northern-california-faces-massive-power-outage-as-pgande-hedges-wildfire-risk/2019/10/09/576facfa-ead9-11e9-9306-47cb0324fd44_story.html)

customers. This aligns well with PCE's goals to foster innovation in the electricity sector and support climate resilience for disadvantaged communities .

Over the last few months, PCE staff have met with a variety of public and non-profit organizations, including San Mateo County Healthcare, the Commissions on Aging and Disabilities, the Red Cross, the Office of Emergency Services, and the County Fire Chiefs, among other stakeholders. They all have major concerns about PSPS events. Each organization views PSPS events as a threat to their communities and operations. Through these conversations, PCE has identified the following three areas of priority:

1. Backup generation to medically fragile residential customers;
2. Community-scale emergency response centers outfitted with energy resiliency; and
3. Critical infrastructure, goods, and services such as police/fire stations, hospitals and other healthcare facilities, communications facilities that support emergency first responders, and wastewater / sewage / water pumping facilities, transportation infrastructure.

#### Backup Generation to Medically Fragile Customers

While power outages are inconvenient and expensive for residents and businesses, they can be life threatening for people that depend on electricity to power medical equipment such as ventilators or oxygen concentrators. These customers need backup power or have other plans in place to be prepared for prolonged outages until power is restored.

PCE has approximately 4,300 medical baseline customers. Medical baseline provides certain protections for residential customers that have special energy needs due to qualifying medical conditions. During the most recent PSPS event, approximately 270 of the 15,000 accounts affected by the PSPS were medical baseline customers. However, medical baseline enrollments may not accurately capture all vulnerable customers, and those customers do not all have the same needs and risks. PCE is working with some of the community partners identified above to better identify electricity dependent medical customers, assess their needs, and figure out the best plan for helping them during an outage.

Clean backup power will allow customers that are unable to leave their homes to safely stay at home during a power outage. It could also reduce power outage-related calls that these customers place to emergency services.

#### Community-Scale Emergency Response Centers

Electricity in the event of a power outage, due to a PSPS event or other emergency or natural disaster, is also a critical need in community shelter critical facilities.

PCE already has momentum behind the proliferation of energy storage systems for resiliency in this area. In May 2019, PCE, in partnership with East Bay Community

Energy, commenced a project to scope public facilities in San Mateo County for their solar and energy storage potential. This effort was funded by a \$300,000 Bay Area Air Quality Management District grant. Once the scoping is complete, PCE and East Bay plan to facilitate a procurement of microgrid systems for our municipal accounts. These microgrid systems will enable additional energy resiliency at various facilities and areas throughout the County.

#### Support for Critical Infrastructure

A third area highlighted by community partners as a priority for backup power solutions in extended power outages is certain critical infrastructure, including police/fire stations, hospitals and other healthcare facilities, communications facilities that support emergency first responders, and wastewater / sewage / water pumping facilities, and transportation infrastructure. PCE will continue to work with our community partners to understand how we can best support solutions for creating resiliency for this type of infrastructure and start the planning process for implementing these solutions.

In developing programs to support these three areas, PCE will continue to try to leverage outside funding in addition to PCE's funds. The CPUC's Self Generator Incentive Program (SGIP) recently expanded its budget to \$400M, rolling over funds from last year, and increasing the volumetric incentive available for customers in the equity budget, on medical baseline, and those whose lives are threatened by loss of electricity. This program's incentive structure favors customers in disadvantaged communities. Under SGIP, there is a specific allocation of \$100M for Critical Resiliency Needs. Additionally, PCE will reach out to the Bay Area Air Quality Management District, which may support our effort to use clean storage options in place of fossil-based backup generators.

#### **FISCAL IMPACT**

Expend \$10,000,000 over the course of 3 years (Fiscal Year 2019-2020 through Fiscal Year 2021-2022). This level of expenditure was not included in the Budget or 5-year projection recently provided to the Board.



**RESOLUTION NO. \_\_\_\_\_**

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

**STATE OF CALIFORNIA**

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**RESOLUTION AUTHORIZING BUDGET OF \$10,000,000 OVER THREE YEARS FOR  
LOCAL ELECTRICITY RESILIENCY PROGRAMS.**

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

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

**WHEREAS**, in the Spring of 2019, PG&E announced that it would expand its Public Safety Power Shutoff (PSPS) program in order to prevent wildfires; and

**WHEREAS**, diesel fuel generators are the most commonly used electricity back-up systems in the event of a power outage; and

**WHEREAS**, diesel fuel generators emit greenhouse gases (GHGs) and nitrogen oxide, and emit particulate matter with serious health impacts; and

**WHEREAS**, PSPS events are particularly problematic for customers with special medical needs, and for critical infrastructure; and

**WHEREAS**, the expansion of the PSPS program is accordingly likely to increase GHG emissions, put PCE’s customer base at risk, and disrupt operations throughout the County; and

**WHEREAS**, PCE is uniquely positioned to offer resiliency programs to facilitate the proliferation of cleaner forms of backup generation and meet the energy needs of its customers and community in the event of a PSPS.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board approves allocating \$10 million over three years to the development of resiliency programs to respond to Public Safety Power Shutoffs and other power outage events.

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**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** Oct. 1, 2019  
**BOARD MEETING DATE:** Oct. 24, 2019  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

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

**SUBJECT:** Community Programs – Contract with Center for Sustainable Energy for EV incentive administration

**RECOMMENDATION**

Delegate authority to the Chief Executive Officer to refine and execute the California Electric Vehicle Incentive Program (CALeVIP) contract up to \$850,000 with California Energy Commission's selected program implementer, Center for Sustainable Energy (CSE). CSE will process applications and incentives and provide administrative support over the 4-year contract term.

**BACKGROUND**

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.

In August 2019, the Board approved delegation of refinement and execution of the Technical Assistant Consultant contract with CLEAResult to the PCE CEO. The Technical Assistant Consultant contract is a 4-year, \$2 million contract awarded to CLEAResult for the following tasks: a) conduct marketing and outreach campaigns to educate PCE customers on EV charging and drive participation in the program and b) provide in-depth technical assistance to program participants to facilitate the deployment of charging infrastructure. CLEAResult is engaging in preliminary program strategy exercises with PCE staff and is expected to engage in more direct marketing, education, and outreach starting in January 2020.

In January 2019, PCE submitted a joint application to the California Energy Commission (CEC) in conjunction with Silicon Valley Clean Energy (SVCE), San Jose Clean Energy (SJCE), the City of Palo Alto, and Silicon Valley Power (SVP) requesting that San Mateo and Santa Clara Counties receive additional State funding for EV infrastructure through the California Electric Vehicle Incentive Project (CALeVIP). PCE was successful in attracting an additional \$12 million to San Mateo County from the CEC through the CALeVIP program. This increases the available incentive pool to \$24 million over 4-years. The CEC held a workshop at PCE headquarters on August 13, 2019 and indicated that CALeVIP funding applications are intended to open mid-2020.

CALeVIP is designed to facilitate EV charging infrastructure growth, specifically Level 2 (L2) and DC Fast Charging (DCFC), in line with the State's decarbonization goals. Tentatively, CALeVIP will allocate \$12 million towards Level 2 and \$12 million to DC Fast Charging. Eligible sites for CALeVIP include:

- 1) Workplaces
- 2) Multi-Unit Dwellings (MUDs)
- 3) Commercial or Retail Spaces
- 4) Public Agencies
- 5) Transit Hubs

The draft incentive levels are:

Charging Station Type	Level 2	DCFC - 50 kW	DCFC - 100 kW
Max Funding per Port	\$5,000	\$50,000	\$70,000
Output Rating (kW)	6.6	50	100
<b>Adders</b>			
Multi-unit dwellings	\$1,000	\$0	\$0
Disadvantaged Communities	\$500	\$10,000	\$10,000
Low-Income Communities	\$500	\$0	\$0

Staff also plans to operate a smaller complementary incentive program separate from CALeVIP dedicated to Level 1 charging incentives with the balance of incentive funds not administered by CALeVIP. PCE is in negotiations with the CEC on the level of funding PCE will place into CALeVIP. This is expected to be finalized in November in advance of contract execution.

## **DISCUSSION**

The Center for Sustainable Energy (CSE) is the CEC's project administrator for CALeVIP. A condition of participation in CALeVIP is contracting with CSE to provide rebate management during the term of the project. Each project partner – PCE, SVCE, Palo Alto, SVP, and SJCE – will have a separate contract with CSE for the term of the project.

The proposed contract is a 4-year term (or the date when incentive funds are fully paid out, whichever comes first) and will not exceed \$850,000. These funds will come from the Administration portion of the PCE funds. Per the proposed scope of work, CSE will provide the following:

- 1) Incentive Project Design
- 2) Development and Configuration of Incentive Processing Website
- 3) EV Charger Incentive Project Marketing, Education, Outreach
- 4) EV Charging Incentive Project Administration
- 5) Data Collection
- 6) Administrative
- 7) Account and Funds Management

For reference to current CALeVIP projects and prospective website design, please visit <https://calevip.org/>.

Under the contract, CSE's will: (1) review and approve applications, (2) process project incentives, (3) develop program website, application, and supporting project services, such as eligible equipment list, approved EV charging companies, and other supporting project services, and (4) provide project administration services, such as data collection and compiled monthly reports to track project performance. Utilizing CSE service's is critical to implementing a successful infrastructure program. CSE will also help to:

- (1) Streamline application and incentive processing;
- (2) Reduce administrative costs associated with application and incentive processing and enable PCE efforts and budget to be focused on marketing and outreach activities to increase project participation;
- (3) Leverage project-wide resources and best practices; and,
- (4) Capture important project level data to better inform future incentive structures.

PCE is working with CSE to renegotiate the scope of CSE's marketing plan to ensure that little to no overlap exists between it and CLEAResult's marketing and outreach activities. It is expected this will reduce the administrative costs of the program. Other program requirements are also in negotiation. Detailed system development is intended to begin promptly upon contract execution in Q4 2019 in order to meet the target launch in mid-2020.

**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 THE CENTER FOR SUSTAINABLE ENERGY  
(CSE) TO PROVIDE PROJECT ADMINISTRATION FOR ELECTRIC VEHICLE  
CHARGING INCENTIVES AS PART OF THE CALIFORNIA ELECTRIC VEHICLE  
INCENTIVE PROJECT (CALeVIP) IN AN AMOUNT NOT TO EXCEED \$850,000  
OVER FOUR YEARS**

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**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 thereby reducing greenhouse gas emissions and  
improving the local economy; and

**WHEREAS**, PCE board approved the Electric Vehicle Charging Infrastructure  
Program in December 2018 which included \$12 million for EV Infrastructure Incentives;

**WHEREAS**, PCE submitted a letter to the California Energy Commission to attract the State-funded California Electric Vehicle Incentive Project to San Mateo County; and

**WHEREAS**, the California Energy Commission selected San Mateo County as a California Electric Vehicle Incentive project area to receive \$12 million in 2020; and

**WHEREAS**, PCE staff and the Center for Sustainable Energy (CSE), the selected project administrator by the California Energy Commission, have negotiated and agreed upon the core terms of an agreement for project administration services to be effective from approximately November 2019 to October 2023; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute the aforementioned agreement with CSE;

**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 Center for Sustainable Energy in an amount not to exceed \$850,000 over four years or at which time the California Electric Vehicle Incentive Project funds are fully paid out and in a form approved by the General Counsel.

\* \* \* \* \*

## **PENINSULA CLEAN ENERGY STANDARD SERVICES AGREEMENT**

This **Agreement** is made by and between Peninsula Clean Energy Authority (“**PCE**”) and Center for Sustainable Energy (hereinafter “**CONTRACTOR**”), a California nonprofit corporation with its principal place of business located at 3980 Sherman Street, Suite 170, San Diego, CA 92110. PCE and CONTRACTOR may be individually referred to herein as “**Party**” or collectively as “**Parties**.”

WHEREAS the California Energy Commission (“**CEC**”) approved funding for up to \$200 million (the “**CALeVIP Funding**”) for the design and implementation of an electric vehicle charger investment incentive project. CONTRACTOR has accepted the CALeVIP Funding under the terms and conditions of that certain Grant Agreement (EPC-14-077) dated as of July 9, 2015 (the “**Grant Agreement**”).

WHEREAS CEC has authorized CONTRACTOR to deploy a portion of CALeVIP Funding (the “**CEC Funds**”), of \$12,000,000, towards an incentive project in San Mateo County (the “**San Mateo County Incentive Project**”).

WHEREAS PCE provides locally controlled, carbon-free electricity to residents and businesses in its service territory in San Mateo.

WHEREAS PCE desires to promote more rapid deployment of public and private infrastructure that will accelerate adoption of electric vehicles in its service territory. Funding that is to be provided by PCE to support such promotion (the “**Client Funds**”) will be identified, through the annual budget cycle to be approved by the PCE Policy Board meeting. Client Funds will be used to grant incentive payments (“**Incentive Payments**”) to public and private property owners and business owners that install electric vehicle chargers that meet specific standards in its service territory.

WHEREAS PCE desires to hire CONTRACTOR to develop and administer the San Mateo County Incentive Project in consideration of payment of a fee in accordance with the terms and conditions set forth herein.

### **Agreement**

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the Parties agree as follows:

#### **1. GENERAL DESCRIPTION**

- 1.1. PCE hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A (the “**Services**”) in conformity with the terms of this Agreement.
- 1.2. PCE has secured or will secure Client Funds in the amount of \$1,000,000 for the initial Term.

#### **2. Payment Provisions**

- 2.1. **Payment for Services.** As compensation for Services, PCE shall pay CONTRACTOR a fee (the “**Services Fee**”) in accordance with the payment provisions set forth in Exhibit B (*Payment Terms*).



- 2.2. **Payment of Client Funds for Incentive Payments.** Client Funds other than the Services Fee shall be transferred to Contractor in accordance with Part 8 of the Scope of Work set forth in Exhibit A.

### **3. TERM OF AGREEMENT**

- 3.1. The term of this Agreement is from the date of execution until the first anniversary thereof, or CONTRACTOR's delivery of the Final Report, whichever is later in time ("**Term**"), unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and PCE, with PCE's execution to be last in time. CONTRACTOR may not commence work under this Agreement before PCE signs this Agreement. Parties acknowledge that depending on the results of the first year of the San Mateo County Incentive Project, it is contemplated that the Parties will agree to amend this Agreement so as to extend the Term in one year increments up to three years.

### **4. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**

- 4.1. The following attached exhibits are incorporated herein by reference and constitutes a part of this Agreement:
- 4.1.1. **Exhibit A: Scope of Services**
  - 4.1.2. **Exhibit B: Payment Terms**
  - 4.1.3. **Exhibit C: Pillar Requirements**

### **5. PROPRIETY RIGHTS**

- 5.1. **Licensed Services.** PCE shall have a limited, non-exclusive, and non-transferable right during the Term to access and use the Services within the Territory, subject to the terms and conditions of this Agreement. The Services and Deliverables may be used by PCE only in connection with the San Mateo County Incentive Project. PCE shall have no right to copy, in whole or in part, the Services and PCE shall not, and shall not permit any third party to, modify, adapt, translate, reverse engineer, decompile, disassemble, sublicense, redistribute, resell, rent, lease, remove any copyright or other proprietary notice from, or create derivative works based on the Services, or extract any component thereof for use with any other systems, applications, data or materials, or use or reproduce any part of the Services in source-code format. Further, PCE shall not access, use or exploit the Services (in whole or in part) in order to build, develop (or commission the development of), or consult upon any product or service which competes (directly or indirectly) with the Services. PCE agrees that its access to and use of any software components, data, applications and/or related materials owned and controlled by third parties that interoperate with or are otherwise made available in connection with the Services (collectively, "**Third Party Materials**") may be subject to separate terms and conditions as may be imposed from time to time by the third party involved. PCE shall comply with the terms and conditions of use of the Third Party Materials.
- 5.2. **Ownership of Services.** Except for the license to access and use the Services expressly granted to PCE under this Agreement, CONTRACTOR retains all right, title and interest in the Services, whether as individual items or a combination of components and whether or not the Services are

completed, regardless of any participation or collaboration by PCE in their design, development or implementation. CONTRACTOR has the sole right to obtain, hold and renew in its own name and for its own benefit, any patents, copyrights, registrations and other similar intellectual property and proprietary rights protections regarding any Services. PCE shall reasonably cooperate with CONTRACTOR and execute all documents necessary to enable CONTRACTOR to perfect, preserve, register and record its rights in the Services. Except for the limited rights and licenses granted to PCE under this Agreement, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the Services or any of CONTRACTOR's rights or interests therein. All rights not expressly granted to PCE hereunder are reserved by CONTRACTOR.

- 5.3. **PCE Materials.** PCE shall reasonably cooperate with CONTRACTOR in the performance of the Services, including by promptly providing CONTRACTOR with all PCE and third party trademarks, trade names, service marks, logos, names, and distinctive identification (collectively, "**PCE Trademarks**"), information, materials, data, images and content required to perform the Services (collectively, "**PCE Materials**"). PCE hereby grants to CONTRACTOR a non-exclusive, non-sublicensable, and non-transferable right and license to use the PCE Materials and PCE Trademarks as provided by PCE to CONTRACTOR hereunder solely in connection with the performance of the Services. All goodwill resulting from CONTRACTOR's use of the PCE Trademarks shall inure to the benefit of PCE. Without limiting the foregoing, PCE hereby grants to CONTRACTOR a non-exclusive, non-sublicensable, non-transferable right and license to use any data inputted or uploaded by PCE in connection with the Services and any data generated from PCE's use of the Services, including information and data regarding PCE's customers (collectively, the "**PCE Data**"); *provided that* PCE Data excludes customers' protected personal information as defined under CPUC Decision D-12-08.045 (collectively, "**Customer Data**"). As between PCE and CONTRACTOR, PCE retains all right, title and interest in the PCE Materials, PCE Trademarks and PCE Data, except for the limited rights and licenses granted to CONTRACTOR under this Agreement.
- 5.4. **Use of Data.** PCE hereby grants to CONTRACTOR a non-exclusive, irrevocable, perpetual, royalty-free, worldwide right and license to use the PCE Data (i) for data analysis and market research purposes, (ii) to improve and enhance the Services and for other development, diagnostic and corrective purposes, (iii) to disclose such data to CEC as required under the Grant Agreement, and (iv) to disclose such data solely in aggregate or other de-identified form in connection with its business, including for benchmarking purposes and providing market reports and studies to third parties.
- 5.5. **Data Security.** CONTRACTOR shall implement appropriate technological, physical and administrative safeguards designed to protect the PCE Data and Customer Data from unauthorized access, use or disclosure. Such safeguards shall include measures designed to prevent access, use, modification or disclosure of PCE Data and Customer Data by CONTRACTOR personnel except (a) to provide the Services, (b) as authorized by this Agreement, including without limitation, as required by applicable law, or (c) as otherwise authorized by PCE in writing.

## **6. PERFORMANCE STANDARDS**

- 6.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractors performing services under this Agreement are specially trained, experienced,

competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of PCE or immediate family of an employee of PCE.

6.2. CONTRACTOR and CONTRACTOR's agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

6.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use PCE premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. **LIMITED WARRANTY.** CONTRACTOR warrants to PCE that the Services will be performed in a professional and workmanlike manner and in accordance with the specifications provided in the Scope of Work in all material respects. In the event of a breach of the warranty set forth in this Section 7, CONTRACTOR agrees, as CONTRACTOR's sole and exclusive obligation and PCE's sole and exclusive remedy, to use commercially reasonable efforts to re-perform the defective Services or to modify or correct the defective deliverable, as applicable, at its sole costs and expense.

## 8. **REPRESENTATIONS AND WARRANTIES**

8.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right, power and authority to enter into this Agreement and to perform the acts and grant such rights required of it under this Agreement, (b) the execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary organizational governance action and violates no applicable law to which it is subject, (c) the execution of this Agreement and performance of its obligations under this Agreement do not and shall violate no other agreement to which it is a party, and (d) this Agreement constitutes the legal, valid and binding obligation of such Party when executed and delivered by each Party.

8.2. **PCE Materials and Trademarks.** PCE represents and warrants that (a) it owns the PCE Materials and PCE Trademarks and/or controls all necessary rights and licenses required for CONTRACTOR's use of the PCE Materials and PCE Trademarks as set forth in this Agreement, (b) the PCE Materials and PCE Trademarks, and CONTRACTOR's use thereof as contemplated hereunder, shall violate no applicable laws or misappropriate, violate or infringe upon the intellectual property, privacy, publicity or other proprietary rights of any third party, and (c) the PCE Materials shall not contain any content that is false, misleading, defamatory or obscene.

8.3. **Conflict of Interest.** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

8.4. **NO OTHER WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES AND THE PARTIES HEREBY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING ANY SERVICES (INCLUDING THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY PARTICULAR RESULT WILL BE OBTAIN

BY USE OF THE SERVICES), DELIVERABLES, INFORMATION, CONTENT, PRODUCTS OR MATERIALS FURNISHED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

## **9. PAYMENT CONDITIONS**

- 9.1. Prices shall remain firm for the initial Term of the Agreement and, thereafter, may be adjusted annually as provided herein. PCE does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement; provided that PCE shall pay for services actually rendered in conformity with this Agreement.
- 9.2. Invoices shall be submitted to PCE upon completion of each payment event set forth in Exhibit B, on a form reasonably acceptable to PCE and provide sufficient detail, as reasonably determined by PCE, of services rendered for the invoiced period.
- 9.3. PCE shall confirm the accuracy of invoices and promptly notify CONTRACTOR if the applicable "Event" did not occur or if the invoice is otherwise incorrect or deficient and if necessary, CONTRACTOR shall resubmit invoices only in conformity with this Agreement. Invoices shall be paid within 45 days of submission of a correct invoice to PCE.

## **10. TERMINATION**

- 10.1. PCE may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. In such event, PCE may pursue available legal or equitable remedies for breach.
- 10.2. CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice to PCE. "Good cause" includes the failure of PCE to pay CONSULTANT when due. In such event, CONTRACTOR may pursue available legal or equitable remedies for breach.
- 10.3. In the event of termination for good cause, any remaining portion of **Client Funds** not incurred under this Agreement shall be returned to PCE within 45 days of the date of termination.

## **11. INDEMNIFICATION; LIMITATION OF LIABILITY**

- 11.1. **Mutual Indemnification.** Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold the other Party (the "**Indemnified Party**"), harmless, at the Indemnifying Party's own cost and expense, from and against any and all liabilities, losses, damages, injuries, judgments, amounts paid in settlement, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to any third party claim resulting from any material breach of any of the Indemnifying Party's representations or warranties specifically set forth in Article 8 of this Agreement. The Indemnifying Party shall solely conduct the defense of any such claim and all negotiations for its settlement; *provided that* (a) no settlement shall be agreed to without the Indemnified Party's prior written approval, and (b) the Indemnified Party has the right to participate, at its own expense, in the defense and/or settlement of any such claim in order to protect its own interests.

- 11.2. **Infringement Indemnification.** CONTRACTOR shall hold PCE harmless from liability to third parties resulting from any claim that the Services infringe the United States patent or copyright of any third party, and will indemnify PCE from any damages, reasonable attorney fees and costs finally awarded against PCE as a result of such claim provided CONTRACTOR is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Any settlement of such claim must be preapproved in writing by CONTRACTOR. The foregoing obligations do not apply regarding portions or components of the Service (i) not supplied by CONTRACTOR, (ii) made in whole or in part in accordance with PCE specifications, (iii) that are modified after delivery by CONTRACTOR, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where PCE continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where PCE use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by CONTRACTOR to be infringing, CONTRACTOR may, at its option and expense (a) replace or modify the Service to be non-infringing; *provided that* such modification or replacement contains substantially similar features and functionality, (b) obtain for PCE a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and PCE's rights hereunder and provide PCE a refund of any prepaid, unused fees for the applicable Services.
- 11.3. **Limitations of Liability.** EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS IN ARTICLE 11, OR A PARTY'S GROSS NEGLIGENCE OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, OR LOSS OF DATA, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONTRACTOR'S TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) EXCEED THE TOTAL FEES PAID BY PCE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO SUCH CLAIM, EXCLUDING AMOUNTS PAID BY PCE TO CONTRACTOR FOR PRODUCTS AND SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS UNDER THE SCOPE OF WORK FOR PRODUCTS, WHICH AMOUNTS ARE PAID OR PAYABLE BY CONTRACTOR TO SUCH THIRD PARTY SERVICE PROVIDERS FOR SUCH PRODUCTS OR SERVICES.

## **12. INSURANCE REQUIREMENTS**

- 12.1. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying as to the insurance coverages that CONTRACTOR has obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies. The CONTRACTOR shall not begin work under this Agreement until PCE has approved all required insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR

12.2. All coverages shall be issued by companies acceptable to PCE and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California and holding a current policy holder's alphabetic, and financial size category A.M. Best rating of not less than A- VII. Any insurer, or policy, not meeting the requirements set forth in this Paragraph 12.2 must be approved by PCE's Chief Executive Officer.

12.3. Without limiting CONTRACTOR's duty to defend and indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

12.3.1. **Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, and cross-liability with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

12.3.2. **Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

12.3.3. **Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability Limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

12.4. All insurance required by this Agreement shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

12.5. Each liability policy shall provide that PCE shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

12.6. Commercial general liability and automobile liability policies shall provide an endorsement naming Peninsula Clean Energy Authority, its Directors, Board members, officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by PCE and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

### **13. RECORDS AND CONFIDENTIALITY**



- 13.1. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from PCE or prepared in connection with the performance of this Agreement, unless PCE specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to PCE any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 13.2. At the request of PCE, CONTRACTOR shall return to PCE any PCE records which CONTRACTOR used or received from PCE to perform services under this Agreement.
- 13.3. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and local rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action. Relating to. this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 13.4. PCE shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of PCE or as part of any audit of PCE, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 13.5. **Grant Agreement.** Nothing in Article 13 shall prohibit CONTRACTOR from complying with its obligations under the Grant Agreement.

#### **14. NON-DISCRIMINATION**

- 14.1. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### **15. INDEPENDENT CONTRACTOR**

15.1. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of PCE. No offer or obligation of permanent employment with PCE and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from PCE any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold PCE harmless from any and all liability which PCE may incur because of CONTRACTOR's failure to pay such taxes.

## **16. Notices**

16.1. All notices and other communications required or permitted under this Agreement shall be in writing and delivered personally, mailed via a nationally recognized overnight courier or sent via email correspondence (with confirmation of receipt), to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified or upon confirmation of email receipt.

If to CONTRACTOR:

Center for Sustainable Energy  
Attn: Notice Officer  
3980 Sherman Street, Suite 170  
San Diego, CA 92210  
Email: legal@energycenter.org

If to PCE:

Peninsula Clean Energy  
Attn:  
Address:  
Email:

## **17. MISCELLANEOUS PROVISIONS**

17.1. Force Majeure. Notwithstanding anything to the contrary herein, except regarding a Party's payment obligations, neither Party shall be in breach of this Agreement or incur any liability to the other in connection with any failure to perform any of its obligations hereunder to the extent that performance of such obligations is prevented or materially hindered by reason of strikes, lockouts, restrictive governmental or judicial orders or decrees, riots, insurrection, war, acts of God or any other reason or event reasonably beyond a Party's control.

17.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by PCE and the CONTRACTOR.



- 17.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by PCE and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions of this Agreement.
- 17.4. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 17.5. Disputes. Without prejudice to Section 10.3, CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 17.5.1. Any dispute regarding the payment of fees shall be subject to a meet and confer between the Parties to be conducted no more than 15 days from the date of a "Notice of Dispute" is provided subject to Section 17 above.
- 17.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of PCE. None of the services covered by this Agreement shall be subcontracted or delegated to third parties without the prior written consent of PCE, which consent shall not be unreasonably withheld or denied. Should PCE not approve or reject any such subcontracting or delegation with ten days of notice, such subcontracting or delegation shall be deemed approved. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 17.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of PCE and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 17.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 17.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 17.10. Time is of the Essence. Time is of the essence in each and all provisions of this Agreement.
- 17.11. Governing Law. The Agreement shall be governed by and interpreted under the laws of the State of California.
- 17.12. Non-exclusive Agreement. This Agreement is non-exclusive and both PCE and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 17.13. Construction of Agreement. PCE and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 17.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- 17.15. Authority. Any individual executing this Agreement on behalf of PCE or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 17.16. Integration. This Agreement, including the Exhibits, represent the entire Agreement between PCE and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between PCE and the CONTRACTOR as of the effective date of this Agreement, which is the date that PCE signs the Agreement.
- 17.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this main body of this Agreement and the provisions of any Exhibit to this Agreement, the provisions of this main body of this Agreement shall prevail and control. If there is a conflict or discrepancy between the Grant Agreement and any other part of this Agreement, the terms of the Grant Agreement shall without exception control and govern to the extent of conflict.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

**Center for Sustainable Energy**

By: \_\_\_\_\_

PRINT NAME: Lawrence E. Goldenhersh

ITS: President

**Peninsula Clean Power**

By: \_\_\_\_\_

PRINT NAME:

ITS:

APPROVED AS TO FORM:

\_\_\_\_\_

**Exhibit A**  
**SCOPE OF WORK**

**1. TASK 1: INCENTIVE PROJECT DESIGN**

1.1. The goal of this task is to work with Peninsula Clean Energy to design a targeted incentive Project in San Mateo County.

1.2. Center for Sustainable Energy incentive design work will consist of:

(a) Research and analysis of EV charger incentive Project opportunities along the following parameters:

- a. Market opportunities to incentivize the deployment of EV chargers;
- b. Expected or potential demand for EV chargers;
- c. Currently available EV charger incentives relevant to proposed project;
- d. Attainable policy objectives (e.g., disadvantaged communities, low income / priority populations);
- e. Budget constraints and opportunities;
- f. Funding source requirements;
- g. Definition of applicant eligible for Incentive Payments funded by PENINSULA CLEAN ENERGY; and
- h. Other relevant project design variables that are developed in the course of the design sessions and included by amendment in this section 1.2(a).

(b) In consultation with the Peninsula Clean Energy, create a targeted incentive design covering:

- a. Geographic region targeted by the incentives;
- b. Eligible sites definition (e.g., destination, workplace, multi-unit dwellings, corridors, disadvantaged communities, etc.);
- c. Eligible applicant definition;
- d. Minimum technical requirements for eligible EV charging equipment;
  - (1) Amount of incentive by type of EV charger;
- e. Funding source(s) utilized for each type of incentive;
  - (1) Total amount of incentive funding allocated to the project;

- (2) Incentive structure (e.g., Incentive Payments system disbursing incentives after chargers are installed, or other appropriate incentive);
- f. Peninsula-Silicon Valley Incentive Project goals;
- g. Anticipated Peninsula-Silicon Valley Incentive Project roll-out and administration schedule;
  - (1) Definition of charger data to be collected and methodology for collecting the data;
- h. Application support services consisting of CONTRACTOR staffed help desk to respond via phone and email to applicant eligibility and application process questions;
- i. Application documentation requirements; and
- j. Internal processes and controls, processes and procedures to do the following: receive, handle, and account for and manage incentive funding, including funding from multiple sources; receive and evaluate incentive requests; effect payment for valid Incentive Payments requests; and provide monthly fiscal accounting and reporting to Peninsula Clean Energy.

1.3. **Deliverables:**

- (a) Final Incentive Design Package to capture the results of work specified in Section 1.2.
- (b) Project Implementation Manual, consisting of
  - a. Eligibility requirements
    - (1) Equipment categories
    - (2) Equipment eligibility criteria
    - (3) Eligible costs
    - (4) Eligible sites
    - (5) Incentive Payments amounts
    - (6) Maximum Incentive Payments limits per entity
  - b. Applicant duties
    - (1) Applicant requirements
    - (2) Research participation

- (3) Application process
- (4) Installation and operation requirements
- (5) Installation data
- (6) Usage data

## **2. TASK 2: DEVELOPMENT AND CONFIGURATION OF INCENTIVE PROCESSING WEBSITE**

2.1. The goal of this task is to design, develop, configure and launch a robust, user-friendly project website.

2.2. The Peninsula-Silicon Valley Incentive Project Landing Page will include:

- (a) A funding visualization, including the amount of funding available and remaining amounts for each technology, within each County.
- (b) Instructions, forms and FAQs to parties interested in participating in the Peninsula-Silicon Valley Incentive Project.
- (c) Technology requirements, funding amounts for each specific technology and description of eligible locations.
- (d) Description of eligible costs under the Peninsula-Silicon Valley Incentive Project.
- (e) Application process description and diagram.
- (f) Attribution of the Peninsula-Silicon Valley Incentive Project to Peninsula Clean Energy and the California Energy Commission.

2.3. The online application will include:

- (a) The ability for interested parties to indicate if they are customers of Peninsula Clean Energy.
- (b) The ability for interested parties to submit required documents to participate in Peninsula-Silicon Valley Incentive Project, including application forms, payment requests, and appropriate documentation.

2.4. The user and application dashboards will include:

- (a) The capability for incentive participants to access, in real time, the status of incentive applications and payments.
- (b) The capability for incentive participants to designate collaborators on their application for purposes of authorizing others to track and submit information on their behalf.

2.5. **Deliverables:**

- (a) Peninsula-Silicon Valley Incentive Project Landing Page design and content
- (b) Online application form and process
- (c) User and application dashboards
- (d) Ongoing system maintenance and minor adjustments

**3. TASK 3: EV CHARGER INCENTIVE PROJECT MARKETING, EDUCATION, OUTREACH**

3.1. The goal of this task is to market the Peninsula – Silicon Valley Incentive Project to relevant target audiences, and to provide basic support to applicants to file applications and pursue their EV charging installation projects. To accomplish this CONTRACTOR will:

- (a) Develop an Integrated Communications Plan for the Peninsula – Silicon Valley Incentive Project. The plan will identify the goals of the marketing and outreach effort, target audience(s), methods/tactics/channels to be used, and will include a schedule to coordinate the marketing activities.
- (b) Develop marketing and outreach materials, including specific case studies, to reflect the communication plan developed in 3.1(a). Marketing and outreach material development will be coordinated with Peninsula Clean Energy
- (c) Develop a marketing budget and technical assistance budget (which are included in the seven (7) percent administration cost) covering both labor and other direct costs (e.g. digital ads, travel, etc.) necessary for executing on the communications plan developed in Task 3.1(a) and providing Peninsula Clean Energy specified technical assistance.

**3.2. Deliverables:**

- (a) Integrated Communications Plan (updated annually)
- (b) Marketing / Outreach materials
- (c) Marketing budget
- (d) Ongoing marketing, education and outreach activities
- (e) FAQs
- (f) EV charging 101 resources
- (g) Case studies

**4. TASK 4: EV CHARGER INCENTIVE PROJECT ADMINISTRATION**

4.1. The goal of this task is to administer the Peninsula-Silicon Valley Incentive Project as defined in Tasks 1-3. Center for Sustainable Energy will:

- (a) Receive, evaluate, and process Incentive Payments requests.
  - a. For all Incentive Payments applicants, the process will include:
    - (1) Requirement that applicant indicate if they have filed for bankruptcy within the last five years and, if so, to provide relevant details certifying under penalty of perjury that the information provided is accurate and complete.
      - (a) If bankruptcy is identified and has occurred within 5 years of the date of the application, CONTRACTOR shall inform Peninsula Clean Energy of any such applications and shall refrain from issuance any Incentive Payments unless and until such payment is authorized in writing by Peninsula Clean Energy.
    - (2) Requirement that applicant indicate if they have any threatened or pending legal actions by or against them, loan defaults, or unpaid judgments against them.
      - (a) If any threatened or pending legal actions, loan defaults, or unpaid judgements are identified, CONTRACTOR shall inform Peninsula Clean Energy of any such applications and shall refrain from issuance any Incentive Payments unless and until such payment is authorized in writing by Peninsula Clean Energy.
    - (3) Tracking and timely reporting in writing to Peninsula Clean Energy of any:
      - (a) complaints about the South Bay / San Mateo County Incentive Project
      - (b) Problematic issues arising in the operation of the South Bay / San Mateo County Incentive Project
      - (c) knowledge of any threatened or actual legal actions involving any South Bay / Santa Clara County Incentive Project or incentive applicants, applications, payments (e.g., alleged false information provided in an incentive application or threatened or actual lawsuits over the South Bay / Santa Clara County Incentive Project).
      - (d) As needed, CONTRACTOR shall provide Peninsula Clean Energy personnel or other personnel as directed by Peninsula Clean Energy with all project documents, files and records requested in support of the Commission investigating and resolving any such issues.



(4) Prohibition against applicant submission of materials marked as confidential without prior written approval and instructions from the Peninsula Clean Energy. Peninsula Clean Energy is a public agency, and as such is subject to the Public Records Act. CONTRACTOR shall not agree to keep any incentive application information confidential.

(5) Fair and impartial Project administration, including provision of information in a public manner that avoids giving advantage to any applicant or group of applicants.

b. For each incentive applicant that is a business, prior to the issuance of an Incentive Payments the evaluation will include:

(1) confirmation that the applicant is currently licensed to do business in California;

(2) confirmation of “active” status for businesses required to register with the California Secretary of State; and

(3) coordination with Peninsula Clean Energy to validate each installation site as a Peninsula Clean Energy customer.

4.2. **Deliverables:** Processed applications.

## 5. TASK 5 – DATA COLLECTION

5.1. The goal of this task is to collect data on the project applications, implementation and charger utilization. CONTRACTOR will:

(a) Collect, analyze and compile data on the South Bay / San Mateo County Incentive Project, which may include without limitation:

(1) Type of organizations receiving Incentive Payments;

(2) Timelines to complete each Incentive Payments project;

(3) Time frames associated with EV charger installations;

(4) EV charger utilization.

5.2. **Deliverables:**

(a) Data Collection Reports

(b) Customized data reports and visualizations

**6. TASK 6: ADMINISTRATIVE**

**6.1. Monthly progress reports:** The goal of this task is to provide the reporting that will allow monthly verification that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

**6.2. Deliverables:** The monthly reporting will consist of:

- (a) Summary of activity during the reporting period for the purpose of determining whether invoices are consistent with the work performed
- (b) Summary of activities planned for the next reporting period.
- (c) KPI reports for marketing and technical assistance activities (Task 3)
- (d) Complaints, programmatic issues and actual or threatened litigation regarding applicants or the Peninsula-Silicon Valley Incentive Project (as identified in Task 4.1(a)(i)(3)(a)).

**6.3. Final Report**

(a) CONTRACTOR will prepare a final report for Peninsula Clean Energy. The document will be of a professional standard appropriate for review by elected officials, Peninsula Clean Energy board members and members of the public. The final report will be submitted no later than two months after Peninsula-Silicon Valley Incentive Project funds have been exhausted and applicants that have received incentives have completed installation.

(b) Deliverable. The Final Report shall include:

- (1) Data about the EV chargers and applicants participating in the project during implementation of the Peninsula-Silicon Valley Incentive Project.
- (2) Survey of a reasonable percentage of site hosts to assess their satisfaction with the project and recommendations for improvement.
- (3) Calculations of GHG emission reductions and other environmental benefits from installation and usage of EV charging infrastructure.
- (4) Recommendations for possible future projects including operational improvements and considerations associated with the changing EV market.
- (5) Other elements as mutually determined and codified by an amendment revising this Section 6.3 of the Scope of Work.

**6.4. Invoicing**

- (a) CONTRACTOR will periodically prepare an invoice for the advancement of funds designated for the Incentive Payments, based on the projected need. CONTRACTOR shall keep the funds in an interest-bearing account. The interest earned shall only be used for this Agreement upon approval of the Peninsula Clean Energy.

## 7. PROJECT REPRESENTATIVES

- 7.1. CONTRACTOR's Project Representative shall be Andy Hoskinson.
- 7.2. Peninsula Clean Energy's Project Representative shall be the Programs Director or their delegate.

## 8. ACCOUNT AND FUNDS MANAGEMENT

8.1. CONTRACTOR shall deposit and maintain separate accounts for CALIFORNIA ENERGY COMMISSION Funds (defined in recitals) available for funding Incentive Payments ("**CALIFORNIA ENERGY COMMISSION Account**") and Peninsula Clean Energy Funds (defined below) available for funding Incentive Payments (the "**Peninsula Clean Energy Account**"), and the CALIFORNIA ENERGY COMMISSION Account and Peninsula Clean Energy Account are collectively, "**Incentive Funds Accounts**".

8.2. Except for the Services Fee, CONTRACTOR shall utilize the funds in the Peninsula Clean Energy Account ("**Peninsula Clean Energy Funds**") solely for the payment of eligible Incentive Payments claims submitted by Peninsula Clean Energy customers and in accordance with other requirements applicable to the Peninsula-Silicon Valley Incentive Project. The requirements for a person or business to be deemed to be a Peninsula Clean Energy customer shall be set forth in the Project design that will be established pursuant to Section 1.2.(a)(vii) of the Scope of Work.

8.3. CONTRACTOR shall inform Peninsula Clean Energy within five business days after the end of each calendar month the amount of Funds in the Peninsula Clean Energy Account and the CALIFORNIA ENERGY COMMISSION Account.

8.4. CONTRACTOR shall coordinate with Peninsula Clean Energy and the California Energy Commission so as to maintain balances in the Incentive Funds Accounts that reflect the contribution percentages agreed to by the California Energy Commission and Peninsula Clean Energy. Accordingly, on an as needed basis, CONTRACTOR shall provide to Peninsula Clean Energy a written request for funding from Client Funds (a "**Funding Request**") to the Peninsula Clean Energy Account, and Peninsula Clean Energy shall endeavor to promptly, but no later than 30 days after receipt of a Funding Request, send funds to the Peninsula Clean Energy Account in the amount requested in the Funding Request; *provided that* Peninsula Clean Energy is under no obligation to fund amounts that would result in funding to the Peninsula Clean Energy Account an aggregate amount greater than the agreed to monies intended to be used to fund Incentive Payments.

8.5. If an Incentive Payments applicant meets the eligibility requirements of the CALIFORNIA ENERGY COMMISSION incentive Project, but not the eligibility requirements of the Peninsula – Silicon Valley Incentive Project, CONTRACTOR shall draw from the CALIFORNIA

ENERGY COMMISSION Account to fund the Incentive Payments owing to such Incentive Payments applicant.

DRAFT

**EXHIBIT B**  
**PAYMENT TERMS**

Payment of Services Fee. The Services Fee shall be \$840,000 in aggregate and shall be paid by Peninsula Clean Energy as follows:

1. \$45,500 license fee for the incremental increase in the number of applicants accessing the system based on Peninsula Clean Energy incentive funding levels.
2. \$63,570 of the Services Fee shall be paid to CONTRACTOR for the delivery (including Peninsula Clean Energy approval) of Task 1 and Task 2 deliverables. Payment will be made within 30 days upon receipt of CONTRACTOR invoice.
3. \$33,120 of the Services Fee shall be paid to CONTRACTOR for the delivery (including Peninsula Clean Energy approval) of Task 3 deliverables of Integrated Communications Plan, Marketing Education & Outreach budget, EV charging 101 resources, and initial marketing materials. Payment will be made within 30 days upon receipt of CONTRACTOR invoice.
4. \$33,665 of the Services Fee shall be paid to the CONTRACTOR on the first business day 3 months after the incentive project opens to the public for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Peninsula Clean Energy territory.
5. \$33,665 of the Services Fee shall be paid to the CONTRACTOR on the first business day 9 months after the incentive project opens to the public for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Peninsula Clean Energy territory.
6. \$52,500 of the Services Fee shall be paid to the CONTRACTOR for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Peninsula Clean Energy territory. Payments shall be on the following schedule:
  - a. On the first business day 15 months after the incentive project opens to the public.
  - b. On the first business day 18 months after the incentive project opens to the public.
  - c. On the first business day 21 months after the incentive project opens to the public.
  - d. On the first business day 24 months after the incentive project opens to the public.
  - e. On the first business day 27 months after the incentive project opens to the public.
  - f. On the first business day 30 months after the incentive project opens to the public.
  - g. On the first business day 33 months after the incentive project opens to the public.
  - h. On the first business day 36 months after the incentive project opens to the public.
  - i. On the first business day 39 months after the incentive project opens to the public.
  - j. On the first business day 42 months after the incentive project opens to the public.

- k. On the first business day 45 months after the incentive project opens to the public.
7. \$47,500 of the Services Fee shall be paid to the CONTRACTOR on the first business day 48 months after the incentive project opens to the public for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Peninsula Clean Energy territory.
8. \$5,000 of the Services Fee shall be paid to CONTRACTOR for the delivery (including Peninsula Clean Energy approval) of the Final Report. Payment will be made within 30 days upon receipt of CONTRACTOR invoice.

At any time that all incentive project funding (Energy Commission Funding of \$XX,XXX,XXX and Peninsula Clean Energy Funding of \$XX,XXX,XXX) has been paid out for completed installations the balance of Services fee (total Services fee is \$840,000), minus \$5,000, shall be paid within 30 days upon receipt of CONTRACTOR invoice.

## **Exhibit C**

### **CALeVIP Pillar Requirements**

#### **Process Requirements**

- Applications must be submitted online
- Applications approved on first-come first-served basis once all required application documents are submitted
- Applications are not competitively scored or reviewed against one-or-another

#### **CALeVIP Technology Requirements**

- **Level 2 Chargers:**
  - Include a J-1772 connector
  - Capable of at least 6.2kW
  - Networked with a minimum 2-year networking agreement
  - Must be new (not refurbished, not previously installed and removed)
  - Must use an open standard protocol
  - Must be Energy Star Certified
  - Must be approved by a Nationally Recognized Testing Laboratory
  - Must accept at least two payment methods (if payment is required)
    - Acceptable payment methods may include (but are not limited to) mobile app-based payment, a toll-free phone number, near-field communications (NFC) or onsite card reader
- **Direct Current Fast Charger (DCFC):**
  - Charger must have both a CHAdeMO and Combined Charging System (CCS) connector
  - Capable of at least 50kW
  - Networked with a minimum 5-year networking agreement
  - Must be new (not refurbished, not previously installed and removed)
  - Must use an open standard protocol
  - Must be approved by a Nationally Recognized Testing Laboratory
  - Must accept at least two payment methods (if payment is required)
    - Acceptable payment methods may include (but are not limited to) mobile app-based payment, a toll-free phone number, near-field communications (NFC) or onsite card reader

#### **CALeVIP Rebates**

- **Level 2 Chargers:**
  - An “up-to” incentive amount per port: \$5,000 per port or 100% of project costs, whichever is less
    - Sites deemed in a designated DAC are allotted an incentive adder (\$500 per port), increasing the “up-to” dollar amount per connector
    - Sites deemed in a designated low-income area per AB1550 are allotted an incentive adder (\$500 per port), increasing the “up-to” dollar amount per connector
    - MUD sites are allocated an incentive adder (\$1,000 per port), increasing the “up-to” dollar amount per connector
  - One site per application
  - New or replacement chargers are eligible

- Each application may apply for up to 20 ports
- Requirement to waive right to LCFS credits
- Maximum 3 concurrent applications, or projects, per entity per silo
- **DC Fast Chargers:**
  - New or replacement chargers are eligible
  - Incentives provided as an “up-to” dollar amount or percentage of total project cost, whichever is less (50kW, \$50k or 75%; for 100kW+, \$70k or 75%)
    - 50 kW – Requirement to waive right to LCFS credits
    - 100 kW – No requirement to waive right to LCFS credits
  - Sites deemed in a designated DAC or low-income community are allotted an incentive adder, increasing the “up-to” dollar amount per connector to \$60k or 80% (50 kW) and \$80k or 80% (100 kW)
  - Each application can apply for an “up to” 6 ports
    - Additional chargers may be installed at a site with existing (non-CALeVIP funded) DCFC station.

#### **CALeVIP Site Eligibility**

- **Level 2 Chargers**
  - Any projects located at multi-unit dwellings (MUD) receiving Energy Commission funding must be shared use
    - *Sites serving single-family residences or dedicated parking spaces are not eligible to receive Energy Commission funds excepting properties in San Mateo County*
  - May be public or private
  - May serve light-duty fleets
- **DC Fast Chargers**
  - Must be available to the public 24 hours a day year round
    - Must not be located behind a gate or have restrictions for public use and access

#### **Other CEC/Partner Agreements**

- Within Santa Clara County, the CEC’s funding will be allocated to each local partner up to the maximum of their 1-for-1 match listed in their LOI. The local partner will contribute their full match to the project
- PCE will fund their L2 program to allow them to cover dedicated charger at MUDs
- Each local partner and CEC will decide if they want to require that their decals be placed on the EVSE





**REGULAR MEETING of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)  
Saturday, September 28, 2019  
MINUTES**

Peninsula Clean Energy  
2075 Woodside Road, Redwood City, CA 94061  
8:00 a.m.

**CALL TO ORDER**

Meeting was called to order at 8:07 a.m.

**ROLL CALL**

**Present:** Dave Pine, County of San Mateo  
Jeff Aalfs, Town of Portola Valley, *Chair*  
Rick DeGolia, Town of Atherton, *Vice Chair*  
Julia Mates, City of Belmont  
Donna Colson, City of Burlingame  
Raquel "Rae" 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  
Deirdre Martin, City of Pacifica  
Ian Bain, City of Redwood City  
Marty Medina, City of San Bruno  
Laura Parmer-Lohan, City of San Carlos  
Rick Bonilla, City of San Mateo  
Flor Nicolas, City of South San Francisco  
Daniel Yost, Town of Woodside  
John Keener, Director Emeritus  
Pradeep Gupta, Director Emeritus

**Absent:** County of San Mateo  
City of Brisbane  
City of Millbrae

**Staff:** Jan Pepper, Chief Executive Officer  
Andy Stern, Chief Financial Officer  
Siobhan Doherty, Director of Power Resources  
KJ Janowski, Director of Marketing and Community Affairs  
Joseph Wiedman, Director of Legislative and Regulatory Affairs  
Jeremy Waen, Manager of Regulatory Affairs  
Doug Karpa, Senior Regulatory Analyst  
Leslie Brown, Director of Customer Care  
Rafael Reyes, Director of Energy Programs  
Kirsten Andrews-Schwind, Senior Manager, Communications & Outreach  
David Silberman, General Counsel  
Jennifer Stalzer Kraske, Deputy County Counsel  
Ilana Parmer Mandelbaum, Deputy County Counsel  
Tj Carter, Marketing Associate  
Shayna Barnes, Administrative Associate  
Anne Bartoletti, Board Clerk/Executive Assistant to the CEO

**A quorum was established.**

**PUBLIC COMMENT:**

James Tuleya, Carbon Free Silicon Valley

**ACTION TO SET THE AGENDA AND APPROVE CONSENT AGENDA ITEMS**

Motion Made / Seconded: May / Pine

**Motion passed unanimously 19-0 (Absent: County of San Mateo, Brisbane, Millbrae)**

**REGULAR AGENDA**

**8:15 – 9:00 a.m. PCE STRATEGIC PLAN**

- **REVIEW STATUS OF PCE’S STRATEGIC GOALS**

Jan Pepper—Chief Executive Officer—reviewed a handout providing a status update on PCE’s Strategic Goals.

- **STRATEGIC PLANNING PROCESS UPDATE**

Jan introduced Annie Gallagher, from Gallagher Consulting Group, Inc., who will be the Lead Consultant for PCE’s Strategic Planning process. Anne Gallagher reviewed a presentation outlining the steps involved in creating a Strategic Plan, including the timeline and deliverables.

**PUBLIC COMMENT:**

Mark Roest, SeaWave Battery

**9:00 – 10:15 a.m. PCE RISK ANALYSIS (PART 1)**

- **LEGISLATIVE / REGULATORY RISKS AND OPPORTUNITIES**

Joe Wiedman, Director of Legislative and Regulatory Affairs, reviewed a recap of the 2019 Legislative Session. Jeremy Waen, Manager of Regulatory Affairs, reviewed regulatory risks and opportunities relating to the Power Charge Indifference Adjustment (PCIA) and Resource Adequacy (RA). Doug Karpa, Senior Regulatory Analyst, reviewed regulatory risks and opportunities relating to Integrated Resource Planning (IRP). Joe presented a review of the risks and opportunities relating to Direct Access (DA), and provided a status update on the PG&E bankruptcy proceedings.

**PUBLIC COMMENT:**

Janet Creech, PCE Citizens Advisory Committee  
Gladwyn DeSouza, PCE Citizens Advisory Committee  
James Tuleya, Carbon Free Silicon Valley

**10:15 – 10:30 a.m. BREAK**

**10:30 a.m. – 12:00 p.m. PCE RISK ANALYSIS (PART 2)**

- **PROCUREMENT RISKS**

Siobhan Doherty, Director of Power Resources, reviewed power procurement regulatory requirements, energy costs and hedging strategies, risks to achieving PCE's internal procurement goals, and steps to mitigate risks.

**PUBLIC COMMENT:**

Ted Howard

- **FINANCIAL RISKS**

Andy Stern, Chief Financial Officer, reviewed a comparison of PCE's approved budget versus an updated forecast. He presented several best case, worst case, and likely scenarios relating to changes to costs, rates, and PCE's load.

**12:00 – 12:30 p.m. PCE MARKETING STRATEGY UPDATE**

- KJ Janowski, Director of Marketing and Community Affairs, reviewed PCE's Marketing Strategy, providing updates on brand awareness and staffing.

**PUBLIC COMMENT:**

James Tuleya, Carbon Free Silicon Valley

**12:30 – 12:45 p.m. PCE ORGANIZATION UPDATE**

- Jan Pepper, reviewed PCE's current and projected staffing through the end of 2020.

**12:30 – 12:45 p.m. CONCLUSIONS AND WRAP-UP**

- Jan Pepper reported that a strategic planning retreat will be scheduled.

**ADJOURNMENT**

Meeting was adjourned at 12:53 p.m.



**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** October 1, 2019  
**BOARD MEETING DATE:** October 24, 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:** Approval of the Second Memorandum of Understanding between  
PCEA and Special District Risk Management Authority

**RECOMMENDATION:**

Staff recommends that the Board approve adoption of the Second Memorandum of Understanding (MOU) with Special District Risk Management Authority ("SDRMA" or the "Authority").

**BACKGROUND:**

SDRMA was formed in 1986 in accordance with the provisions of California Government Code 6500 et seq., for the purpose of providing risk financing, risk management programs and other coverage protection programs. PCE has participated in SDRMA's Health Plans since 2018. At the time of initiation, PCE signed a Memorandum of Understanding (MOU) with SDRMA. SDRMA's Board of Directors recently adopted a revised form MOU to align the MOU with current IRS guidelines, the Affordable Care Act and integrate the guidelines of the CSAC-EIA, the organization that provides coverage for the Health Benefits programs. In order to continue to participate in SDRMA, PCE is required to execute and enter into a revised MOU which states the purpose and participation requirements for the Health Benefits Program.

**FISCAL IMPACT:**

There is no fiscal impact of adopting and signing the MOU.



**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** October 10, 2019

**BOARD MEETING DATE:** October 24, 2019

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Karen Janowski, Director of Marketing and Community Affairs &  
Leslie Brown, Director of Customer Care

**SUBJECT:** Update on Marketing, Outreach Activities, and Customer Care

**BACKGROUND:**

The Marketing and Communications Team manages press coverage, public relations, local programs marketing, community outreach, online and social media presence, and responding to customer requests.

**DISCUSSION:**

**New Youth Program Sponsorship: Climate Ambassadors Fellowship**

As a part of an effort to engage with schools and youth on climate change, Peninsula Clean Energy will provide \$45,000 to sponsor a new [Climate Ambassadors Fellowship](#) with the San Mateo County Office of Education.

The fellowship is a yearlong youth leadership program that supports 9-11th grade students to become environmental sustainability change-makers in their schools and the greater community. The fellowship will be accessible to a variety of students across San Mateo County, including Advanced Placement Environmental Science students, low-income students, students who speak multiple languages, and students from alternative and non-traditional schools.

The Climate Ambassadors will attend monthly workshops and develop and implement an eco-action plan that is designed around local climate mitigation efforts. The program starts in January 2020.

Peninsula Clean Energy will provide \$500 stipends for all 75 students upon completion of the fellowship, plus an additional \$240 travel assistance for income-qualified students to attend the monthly in-person workshops.

### **Generating Building Reach Code Support**

Peninsula Clean Energy has started an effort to engage customers enrolled in ECO100 about the adoption of new building reach codes. Before city council study sessions, Peninsula Clean Energy will invite ECO100 customers to attend and learn about how reach codes can encourage safer, healthier buildings that reduce climate change impacts.

### **October Public Safety Power Shutoff Event**

PG&E has developed a precautionary safety measure of turning off power lines when gusty winds and dry conditions, combined with a heightened fire risk are forecasted. These events are called [Public Safety Power Shutoff \(PSPS\)](#) events.

Customers in Peninsula Clean Energy's service territory experienced their first PG&E PSPS event in October. Just under 15,000 Peninsula Clean Energy customers (roughly 5%) were de-energized by PG&E as part of the event. To support PG&E's communication efforts during the PSPS event, staff maintained communication with PG&E during the event, posted an alert on the Peninsula Clean Energy homepage informing customers of the possible shutoff, and shared necessary updates and articles through social media.

### **Recent Press Coverage**

Peninsula Clean Energy has been covered by the press in the following recent articles. Full coverage is available at [www.peninsulacleanenergy.com/news-media/](http://www.peninsulacleanenergy.com/news-media/).

- ["County Residents Eligible For Savings On New Electric Vehicles"](#), SF Gate
- ["San Mateo County Residents Eligible For Savings On New Electric Vehicles"](#), KRON 4
- ["Climate Change Education and Action"](#), San Mateo Daily Journal
- ["Palo Alto Will Consider Limits On Natural Gas This Fall"](#), Palo Alto Daily Post
- ["San Mateo County: Climate Emergency"](#), San Mateo Daily Journal
- ["Peninsula Clean Energy And California Energy Commission Invest \\$24 million In EV Charger Incentive Program"](#), Charged EVs

### **Community Outreach and Events**

Peninsula Clean Energy is sponsoring an upcoming free public electric vehicle test drive event for Burlingame Fall Fest on Sunday, October 27, from 10:30 am – 2:30 pm.

Additional upcoming events include:

26-Oct	Back to School Health Fair	Ravenswood Middle School, East Palo Alto
26-Oct & 27-Oct	Burlingame Fall Festival	Burlingame

27-Oct	Rethink Recycling Day	San Carlos Library, San Carlos
31-Oct	Sustainable San Mateo County Indicators Report Launch	Oracle, Redwood City
3-Nov	Dia de los Muertos	Redwood City
30-Nov	Pacifica Tree Lighting Festival	Pacifica

### Enrollment Statistics

Opt-out rates slightly increased in September compared to August, but we are enjoying a significant decrease in opt-outs as compared to 2018. In September 2018 there were 57 opt-outs and 47 opt-outs in September 2019. Our overall participation rate is 97% of eligible accounts.

### Opt-Outs by City

CITY	Eligible Ac	Total	TOTAL OPT OUT
ATHERTON INC	2,705	44	1.63%
BELMONT INC	11,969	310	2.59%
BRISBANE INC	2,544	51	2.00%
BURLINGAME INC	15,390	331	2.15%
COLMA INC			
DALY CITY INC	33,958	1139	3.35%
EAST PALO ALTO INC	7,933	280	3.53%
FOSTER CITY INC	14,806	302	2.04%
HALF MOON BAY INC	4,971	145	2.92%
HILLSBOROUGH INC	4,042	89	2.20%
MENLO PARK INC	15,753	237	1.50%
MILLBRAE INC	9,372	282	3.01%
PACIFICA INC	15,448	564	3.65%
PORTOLA VALLEY INC	1,681	111	6.60%
REDWOOD CITY INC	35,182	768	2.18%
SAN BRUNO INC	16,518	662	4.01%
SAN CARLOS INC	14,673	368	2.51%
SAN MATEO INC	44,555	1157	2.60%
SO SAN FRANCISCO INC	25,245	919	3.64%
UNINC SAN MATEO CO	24,568	707	2.88%
WOODSIDE INC	2,296	41	1.79%
Grand Total			

There are now over 5,700 accounts in ECO100. In addition to the County, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of October 10, 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

<b>City</b>	<b>ECO100</b>	<b>Active Accounts</b>	<b>Opt-Up %</b>
Atherton	65	2,928	2.22%
Belmont	136	10,462	1.30%
Brisbane	68	2,488	2.73%
Burlingame	282	15,411	1.83%
Colma	23	672	3.42%
Daly City	103	33,415	0.31%
East Palo Alto	28	7,673	0.36%
Foster City	314	15,067	2.08%
Half Moon Bay	81	4,409	1.84%
Hillsborough	58	3,826	1.52%
Menlo Park	424	15,885	2.67%
Millbrae	101	9,159	1.10%
Pacifica	169	15,454	1.09%
Portola Valley	1,507	1,725	87.36%
Redwood City	673	35,655	1.89%
San Bruno	94	14,444	0.65%
San Carlos	287	14,519	1.98%
San Mateo	578	43,037	1.34%
So. San Francisco	146	22,213	0.66%
Uninc. San Mateo Co	490	24,593	1.99%
Woodside	54	2,335	2.31%
<b>Grand Total</b>	<b>5,681</b>	<b>295,370</b>	<b>1.92%</b>



**PENINSULA CLEAN ENERGY**  
**JPA Board Correspondence**

**DATE:** Oct. 18, 2018  
**BOARD MEETING DATE:** Oct. 24, 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. PCE/EBCE Resilient Solar for Critical Facilities
4. MUD Low-Power EV Charging Pilot
5. Transit and School Buses
6. Community Pilots

A separate memo is included for an update on the New EV Dealer Incentive Program and DriveForward Electric.

**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 have been released and are available on the project website ([www.PeninsulaReachCodes.org](http://www.PeninsulaReachCodes.org)).

The cities of San Mateo and Menlo Park have both adopted codes as of last month. PCE consultants provided support for both municipalities. To date, 10 agencies have submitted a Letter of Intent to receive the \$10,000 grant: the cities of Brisbane, Burlingame, E. Palo Alto, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City and San Mateo, as well as the County of San Mateo. Other agencies are actively participating. SVCE has 11 LOIs in place (out of 13 jurisdictions). Engagement with agency staff and Council presentations are ongoing. Overall momentum has increased significantly, with new cities stepping forward to consider codes, including Daly City, Foster City, Half Moon Bay and San Bruno.

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). Development projects that are 100% affordable in cities with reach codes would be eligible.

## **2. 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 of which is one of the key barriers to EV adoption.

In Q4 2018, PCE implemented the New EV Dealer Incentive Program, which partnered with three local dealerships (Nissan of Burlingame, Stewart Chevrolet in Colma, and Peter Pan BMW in San Mateo) to provide time-limited discounts and incentives on the purchase or lease of new EVs. The participating dealerships were selected through a competitive process in which dealers were eligible to apply by offering discounts below the Manufacturer's Suggested Retail Price (MSRP) on their EVs. In addition to the discounts offered, PCE provided a \$1,000 incentive to consumers at the time of sale/lease and a \$250 incentive to participating dealerships per vehicle sold/leased. The promotion ran from October 1 through December 31 of 2018 and stimulated economic activity in the County, with over 4 million dollars in sales. Key metrics:

- Vehicles sold/leased in 2018: 120
- Estimated CO2 emissions avoided over 10 years: 4,100 tons
- Estimated annual total participant savings: \$120,000+

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. Each year, PCE staff will select partner dealerships through a competitive process in which dealerships submit a proposal 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 selected dealerships. Further detail is available below.

As with the 2018 program, the 2019 program included 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. PCE received a

total of eleven dealership proposals, representing seven different vehicle makes. One dealership per make was selected to participate in the program. For those makes that only received one dealership proposal, that dealership was automatically selected to participate so long as dealer discounts are being provided. For those makes where PCE received multiple dealership's proposals, PCE selected the winning dealership based on the best discounts offered below the MSRP.

Participating dealerships & vehicles:

<b>Dealer</b>	<b>City</b>	<b>Vehicle</b>
Honda of Serramonte	Colma	Honda Clarity Electric, and Honda Clarity Plug-in Hybrid
Nissan of Burlingame	Burlingame	Nissan Leaf
Peter Pan BMW	San Mateo	BMW i3
Putnam Chevrolet	Burlingame	Chevrolet Bolt
Serramonte Ford	Colma	Ford Fusion Energi
Stewart Chrysler Jeep Dodge Ram	Colma	Chrysler Pacific Hybrid
Toyota 101	Redwood City	Toyota Prius Prime

Discount and incentive amounts vary according to vehicle type, model, make, trim, and year and can be found on the PCE website: <https://www.peninsulacleanenergy.com/EV>

The program included significant marketing to all San Mateo County residents, including three sets of postcards to residential accounts, emails, Comcast TV commercial ad, and online ads.

The program began October 1, 2019 and will run through December 31, 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.

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

Launched in March 2019, the DriveForward Electric program provides an incentive up to \$4,000 for the purchase of used plug-in hybrid electric vehicles (PHEVs) and full battery electric vehicles (BEVs) to low- and moderate- income San Mateo County residents with access to a standard outlet at home or at 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. Incentive funds are intended to be administered by PFS and to be paid as a check to the dealership as a vehicle down payment from the participant. PCE has a program web page available at [peninsulacleanenergy.com/driveforwardelectric/](https://www.peninsulacleanenergy.com/driveforwardelectric/). The program has been live for over six months but with some lessons learned and a dynamic landscape of low income EV

incentive programs available, some changes have been implemented to the program. Key metrics:

- Vehicles sold to-date: 17
- Estimated CO2 emissions avoided over 10 years: 740 tons
- Estimated annual total participant savings: \$22,000+

Since the DriveForward Electric program launched in March 2019, a number of state and regional programs have been launched and/or expanded into San Mateo County that also provide incentives to low income residents to purchase used EVs. Additionally, some participants that have qualified for the PCE incentive have not needed the PFS vehicle loan. As a result, staff has implemented a number of changes to the program model, the main three relating to: how the PCE incentive is applied; the PCE incentive level when stacking with other programs; and PFS' role in the program.

The first change provides the option for a post-purchase rebate check directly to the participant in the event the participant has good credit and is not in need of the "high touch" education and financing services PFS facilitates.

These cases of participants qualifying for PCE's incentive but not getting a PFS loan will also continue to grow due to the other state-funded programs which also provide financing assistance to low- and moderate-income participants at a more competitive APR.

The following table summarizes the three low-income incentive programs that currently operate and/or will operate in San Mateo County. All three of these programs are funded by cap-and-trade funds through the California Air Resources Board (CARB). For that reason, none of these programs can stack with one another, but they have the ability to stack with other non-state-funded programs, such as PCE's DriveForward Electric Program. All three programs use the same income eligibility as PCE, 400% or less of federal poverty level. All three programs provide linkage to financing assistance through Beneficial State Bank, which provides vehicle loans at 8% or lower to the participants of these programs.

Program Name	Program Administrator	Description	Incentive Levels
<a href="#">Clean Cars for All</a>	Bay Area Air Quality Management District (BAAQMD) & GRID Alternatives	Retire & replace vehicle program. Must retire working vehicle 15 years or older. Bay Area wide.	Tiered based on income. Between \$5,500 - \$9,500.
<a href="#">Driving Clean Assistance Program</a>	Community Housing Development Corporation (CHDC)	Bay Area wide grant & financing vehicle program based out of Richmond. 8% or lower APR.	\$5,000

<a href="#">Clean Vehicle Assistance Program</a>	Beneficial State Foundation (BSB)	Statewide grant & financing program. 8% or lower APR. Not currently open but expected to relaunch Q4 2019.	Tiered based on income and vehicle type. Between \$4,500 - \$5,000.
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Another adjustment to the DriveForward Electric program has been the incentive level. To make PCE's incentive funds go further and support more people, PCE is offering \$2,000 when customer is stacking with another low-income incentive program. By stacking, customers would receive between \$6,500 and \$11,500 in incentives. If a customer does not go through any other program, PCE's incentive would remain \$4,000. PCE has included information about these other low-income incentive programs and clarified incentives levels on the program website. PCE staff is also actively communicating these other programs and encouraging interested individuals to apply for them so that they can maximize their savings. PFS will continue to provide case management support to clients who may participate in multiple programs.

In summary, the main changes to the DriveForward Electric Program have been:

- PCE's incentive can be paid out either as an up-front check to the dealership or a post-purchase rebate check directly to the participant, depending on the situation.
- The PCE incentive is \$2,000 when stacking with another program, or \$4,000 when not stacking. PCE and PFS actively encourage participants to apply for other programs as total combined savings would be between \$6,500 and \$11,500.
- Not all PCE incentive awardees will end up getting a loan through PFS, but PFS is still providing high-touch client education and support.

To date, seventeen people have received a vehicle incentive through the DriveForward Electric program. Sixteen bought PHEVs and one bought a BEV. Two of these seventeen, the most recent ones, also participated in the Driving Clean Assistance Program receiving a total of \$7,000 in incentives each. Four of the seventeen (including the above two) did not get a loan through PFS and thus received a post-purchase rebate check from PCE. PCE estimates these seventeen purchases will avoid 740 tons of CO2 emissions over 10 years.

Additionally, there are seven other participants that have been approved for the PCE incentive and are shopping for vehicles, four of which have already been approved for another low-income incentive program and plan on stacking funds.

#### **4. 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). It provides for community and corporate events in which community members can test drive a range of EVs. Five events were held in

2018. 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 to significantly increase social media visibility. PCE has completed nine events, with three more scheduled thus far for 2019. The following tables summarize all events to date, number of EV experiences, and scheduled events.

2019 completed events:

<b>Event</b>	<b>Type</b>	<b>Date</b>	<b>EV experiences*</b>
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
Facebook Community Festival	Community	August 17, 2019	287
Burlingame on the Avenue	Community	August 18, 2019	107
Oracle	Workplace	August 21, 2019	172
Foster City Summer Days	Community	August 24, 2019	152
San Mateo County Center /Downtown Redwood City	Workplace/Community	September 10, 2019	83
<b>TOTAL</b>			<b>1509</b>

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

Scheduled events:

<b>Event</b>	<b>Type</b>	<b>Date</b>
Illumina	Workplace	October 10, 2019
Sony	Workplace	October 24, 2019
Burlingame Fall Fest	Community	October 26, 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: 1,142 pre-test drive respondents, 597 post-test drive respondents

<b>Metric</b>	<b>Result</b>
Identified as San Mateo County residents	49%
Had their first EV experience at event	65%
Stated their overall opinion of EVs is better or somewhat better after test drive	89%

Six-month trailing survey:

Sample pool: 132 respondents (32% response rate)

Metric	Result
Acquired an EV after the event	23% (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	81%

**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 the counties of Alameda and San Mateo. These counties provide emergency services during natural disasters and do preliminary assessments for solar+storage resilience projects. Solar+storage at critical facilities can 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 interested agencies.

This project has initiated, and PCE has collected, sites from 13 municipalities to serve as a preliminary list of prospective facilities. A subset of representative sites will be selected for more detailed assessment. The overall project potential will serve as a basis for assessing the full scope of a prospective procurement. In tandem with this study, PCE is making an effort to speak with each other municipality in our County to understand their resiliency needs and efforts.

This project is managed within the Power Resources team.

**6. 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 contract was executed in July, and the project was kicked off in August. Energy Solutions has drafted an outreach plan to engage stakeholders, including various MUD operators, and assess the current market of known technologies.



## 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. PCE is conducting an analysis of potential cost savings through managed charging. Significant considerations exist in relation to SamTrans' duty cycle, which is still under analysis by SamTrans, the prospective Commercial EV rate schedule PG&E has proposed to the Public Utilities Commission, and a possible storage strategy.

On school bus electrification, PCE facilitated, last year, the submission of funding applications with the California Energy Commission (CEC) for electric buses and associated infrastructure for Ravenswood School District and Redwood City School District. In July, the CEC awarded 3 buses for each of those 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
<b>Refrigerator Recycling – ARCA</b>  Old refrigerator recycling program to capture high impact GHG sources.	Program live since mid-April. 80 requests have been made as of end of August (61 units collected, 19 pending collection). Program will run until 350 units are recycled. Website: <a href="http://www.peninsulacleanenergy.com/fridge">www.peninsulacleanenergy.com/fridge</a>
<b>Peninsula Climate Comfort – Ardenna</b>  Pilot for electrification retrofits for up to 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 have received contractor quotes and are deciding on what upgrades to move forward with (if any). Website: <a href="http://www.climate-comfort.com">www.climate-comfort.com</a>
<b>Healthy Home Connect – Build It Green</b>  Upgrade 10-16 low-income homes that would otherwise be disqualified from	Outreach and Hayward Score assessments on 35 homes has been completed. Program will provide healthy home upgrades & remediations to 10-16 homes. Build it Green has narrowed down list and starting work on 7

existing energy saving assistance programs using PCE gap funding.	homes. They will look for additional 3-9 homes to receive additional funding.
<b>Community Resiliency at Faith Institutions – Interfaith Power &amp; Light</b>  Recruit and develop plans to equip select number of faith institutions to be community hubs with clean energy back up power.	1 site executed MOU to participate in program and 2 sites have MOUs in-progress.  2 sites in bid process for solar plus storage with expectation to select bid by end of October and execution of MOUs following bid selection.
<b>Low to Moderate Income Community Car Sharing</b>  Deploy a select number of battery electric vehicles (EVs) to be used for car sharing within a low to moderate income community apartment complex.	Contracting between PCE and Envoy is still underway. Envoy identified promising candidate site in East Palo Alto. Potential to incorporate CEC funded vehicles via grant received by Envoy.
<b>A Roadmap for Municipal Green Fleets – County Office of Sustainability</b>  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.	Identified a hybrid vehicle (25 e-mi range) for San Mateo County Sheriff use and 8 e-bikes to be sourced for Parks department to replace current diesel vehicles. Feasibility assessments to be provided to local cities to assist in identifying appropriate vehicles to be replaced with EVs.



**PENINSULA CLEAN ENERGY**  
**JPA Board Correspondence**

**DATE:** October 10, 2019

**BOARD MEETING DATE:** October 24, 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 – October 2019

**BACKGROUND:**

This memo summarizes energy procurement agreements entered into by the Chief Executive Officer since the last regular Board meeting in September. 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.

<b>Execution Month</b>	<b>Purpose</b>	<b>Counterparty</b>	<b>Term</b>
September	Purchase of Resource Adequacy	Merced Irrigation District	10 months
October	Purchase of Resource Adequacy	Powerex Corp.	6 months
October	Purchase of Resource Adequacy	Direct Energy Business Marketing, LLC	1 year
October	Purchase of Resource Adequacy	City of Riverside	1 month
October	Purchase of Resource Adequacy	Calpine Energy Services, L.P.	6 months

In December 2017, the Board approved 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.