



**REGULAR MEETING of the Executive Committee of the
Peninsula Clean Energy Authority (PCEA)
Monday, November 9, 2020
8:00 a.m.**

**PLEASE NOTE: for Video conference: <https://meetings.ringcentral.com/j/1485088035>
for Audio conference: dial +1(623) 404-9000,
then enter the Meeting ID: 148 508 8035 followed by #
You will be instructed to enter your participant ID followed by #.**

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

PCEA shall make every effort to ensure that its video conferenced meetings are accessible to people with disabilities as required by Governor Newsom’s March 17, 2020 Executive Order N-29-20. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Anne Bartoletti, Board Clerk, at least 2 working days before the meeting at abartoletti@peninsulacleanenergy.com. Notification in advance of the meeting will enable PCEA to make best efforts to reasonably accommodate accessibility to this meeting and the materials related to it.

If you wish to speak to the Executive Committee, please use the “Raise Your Hand” function on the Ring Central platform. If you have anything that you wish to be distributed to the Executive Committee and included in the official record, please send to abartoletti@peninsulacleanenergy.com.

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

This item is reserved for persons wishing to address the Committee on any PCEA-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) Chief Executive Officer’s or Staff Report on the Regular Agenda; or 4) Committee 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 Committee 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 Committee Chair.

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

This item is to set the final consent and regular agenda, and for 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. Review Disadvantaged Communities Green Tariff and Community Solar Green Tariff Program (Discussion)
4. Recommend to the Board Approval of Harvest Thermal Pilot (Action)
5. Review and/or Recommend to the Board PCE Decision/Policy on PG&E Nuclear Allocation (Discussion/Action)
6. Review/Approve Executive Committee Meeting Schedule for 2021 (Action)
7. Committee Members' Reports (Discussion)

CONSENT AGENDA

8. Approval of the Minutes for the October 13, 2020 Meeting (Action)

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>.

Instructions for Joining a RingCentral Meeting via Computer or Phone

Best Practices:

- Please mute your microphone when you are not speaking to minimize audio feedback
- If possible, utilize headphones or ear buds to minimize audio feedback
- If participating via videoconference, audio quality is often better if you use the dial-in option (Option 1 below) rather than your computer audio

Options for Joining

- A. Videoconference with Phone Call Audio (*Recommended*) – see Option 1 below
- B. Videoconference with Computer Audio – see Option 2 below
- C. Calling in from iPhone using one-tap – see Option 3 below
- D. Calling in via Telephone/Landline – see Option 4 below

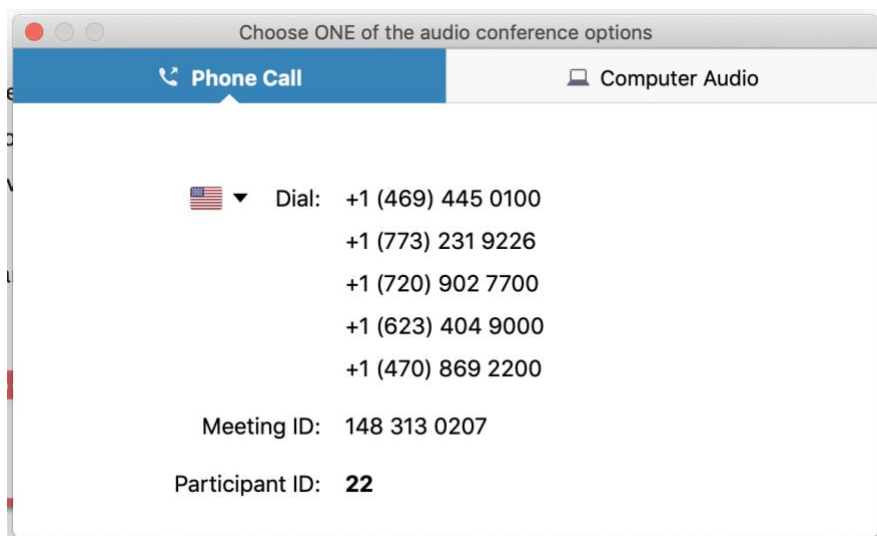
Videoconference Options:

Prior to the meeting, we recommend that you install the RingCentral Meetings application on your computer by clicking here: <https://www.ringcentral.com/apps/rc-meetings>

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

Option 1 Videoconference with Phone Call Audio (Recommended):

1. From your computer, click on the following link:
<https://meetings.ringcentral.com/j/1485088035>
2. The RingCentral Application will open on its own or you will be instructed to Open RingCentral Meetings.
3. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Phone Call option at the top of the pop-up screen.

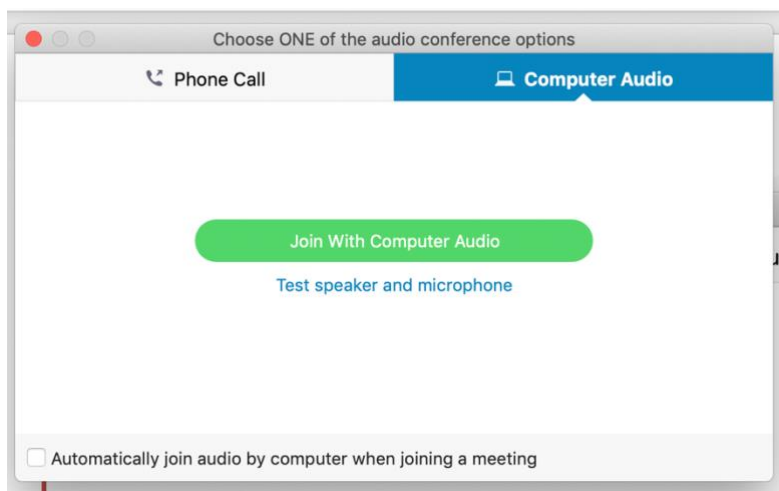


IMPORTANT: Please do not use the Participant ID that is in the picture to the left. Enter the Participant ID that appears on your own personal pop-up.

4. Please dial one of the phone numbers for the meeting (it does not matter which one):
 - +1 (623) 404 9000
 - +1 (469) 445 0100
 - +1 (773) 231 9226
 - +1 (720) 902 7700
 - +1 (470) 869 2200
5. You will be instructed to enter the meeting ID: **148 508-8035 followed by #**
6. You will be instructed to enter in your **Participant ID followed by #**. Your Participant ID is unique to you and is what connects your phone number to your RingCentral account.
7. After a few seconds, your phone audio should be connected to the RingCentral application on your computer.
8. In order to enable video, click on “Start Video” in the bottom left hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Option 2 Videoconference with Computer Audio:

1. From your computer, click on the following link:
<https://meetings.ringcentral.com/j/1485088035>
2. The RingCentral Application will open on its own or you will be instructed to Open RingCentral Meetings.
3. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Computer Audio option at the top of the pop-up screen.



4. Click the green **Join With Computer Audio** button
5. In order to enable video, click on “Start Video” in the bottom left hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Audio Only Options:

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

Option 3: Calling in from iPhone using one-tap

Click on one of the following “one-tap” numbers from your iPhone. Any number will work, but dial by your location for better audio quality:

+1(623)4049000,,1485088035# (US West)

+1(720)9027700,,1485088035# (US Central)

+1(773)2319226,,1485088035# (US North)

+1(469)4450100,,1485088035# (US South)

+1(470)8692200,,1485088035# (US East)

This is the call-in number followed by the meeting ID. Your iPhone will dial both numbers for you.

You will be instructed to **enter your participant ID followed by #**

If you do not have a participant ID or do not know it, you can stay on the line and you will automatically join the meeting

Option 4: Calling in via Telephone/Landline:

Dial a following number based off of your location:

+1(623)4049000 (US West)

+1(720)9027700 (US Central)

+1(773)2319226 (US North)

+1(469)4450100 (US South)

+1(470)8692200 (US East)

You will be instructed to enter the **meeting ID: 148 508 8035 followed by #**

You will be instructed to enter your **participant ID followed by #**.

If you do not have a participant ID or do not know it, you can stay on the line and you will automatically join the meeting.



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: November 4, 2020
BOARD MEETING DATE: November 9, 2020
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Executive Committee
FROM: Jan Pepper, Chief Executive Officer, Peninsula Clean Energy
Rafael Reyes, Director of Energy Programs
SUBJECT: Building Electrification Programs – Harvest Thermal Pilot Contract

RECOMMENDATION

Executive Committee recommendation of approval to the Board for Contract with Harvest Thermal up to \$250,000 for a pilot project.

BACKGROUND

Peninsula Clean Energy’s mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. California’s goal is to be carbon neutral by 2045 and PCE aims to support the County in meeting that goal through investment in local community programs. Natural gas usage in buildings accounts for 20% of directly inventoried GHG emissions in the County; however it may be nearly double that amount when accounting for methane leakage in the gas supply chain. Electrifying all new and existing buildings will be necessary to achieve the carbon neutral goal.

In September 2018, the Board approved the PCE Program Roadmap, which identifies programs for 2019 and beyond to include measures on building electrification. In January 2019, the Board approved a technical assistance program for local governments for the development of local building codes, or “reach codes”, to deliver increased electric vehicle (EV) readiness and all-electric buildings in new construction. In January 2020, the Board approved: (1) an extension and enhancement of the technical assistance program for new construction, and (2) a new building electrification consumer awareness program, for a combined total of \$650,000.

In May 2020, the Board approved a four-year \$6.1 million Existing Building Electrification plan for existing buildings covering appliance incentives, a turnkey low-income program and supporting program elements including innovation pilots, administration and other needs. The initial programs approved as part of the Existing Building Electrification plan are:

1. Heat Pump Water Heater Program

This program will provide an incentive to customers in single family homes to replace gas water heaters with an electric heat pump water heater (HPWH). For funding leverage, customer clarity, and ease of administration, the PCE HPWH program will be integrated with the existing BayREN Home+ Program. The Home+ program is administered by national consultancy CLEAResult, which PCE executed a contract with following Board approval in June 2019. This program is anticipated to launch January 2021.

2. Low Income Healthy Home & Electrification Program

This program will provide no-cost home repairs and upgrades, energy efficiency, and electrification measures to low-income single-family homes. PCE currently has an open Request for Proposals to select the implementer for this program. The contract for the selected implementer would be brought to the Board at a later date.

3. Harvest Thermal Technology Pilot

This program would pilot a new innovative technology from Harvest Thermal Inc. that combines residential space and water heating into a unified heat pump electric system with a single water storage tank to potentially enable electrification at a lower capital and operating cost than undertaking two separate retrofits. The program and contract are described in more detail in the discussion section below.

DISCUSSION

Staff is seeking approval by the Board on the contract with Harvest Thermal to execute pilot project for combined space and water heating technology.

This program would pilot a new innovative technology from Harvest Thermal Inc., a Bay Area-based startup, that combines residential space and water heating into a unified heat pump electric system with a single water storage tank. The benefits include both 1) lowering installation costs compared to retrofits for separate water and space heating systems, and 2) load shifting of both water and space heating loads, a feature not currently available with conventional space heating systems. Total equipment and installation costs for a separate water heater and space conditioning heat pump can range from \$21,000 to \$28,000 for existing homes while the combined Harvest Thermal technology installed costs are anticipated to range from \$15,000 to \$20,000. The load shifting feature of the Harvest Thermal technology will enable lower on-bill costs and can provide alignment with renewable electric generation. The company has already deployed functioning prototypes in several homes in the Bay Area and has recently won both National Science Foundation and California Energy Commission grants.

This pilot would enable further development of the technology and target installing the Harvest Thermal technology in up to five single family homes in San Mateo County, at no cost to the homeowner. PCE and Harvest would jointly develop a pilot site recruitment criteria and characteristics and conduct outreach to prospective homes. In addition, the project would include an independent third-party assessment of its cost, home resident temperature comfort, and emissions reductions performance for at least twelve months after installation. Lastly, if the pilots are successful and offered commercially, Harvest Thermal would provide the product at a discount to initial customers in San Mateo County.

The proposed contract for the pilot project with Harvest Thermal is for up to \$250,000 for 2.5 years. If approved, PCE would also execute a separate contract with an independent measurement and verification consultant not to exceed \$50,000, for a total project budget of \$300,000.

PCE staff recommends approval of the contract with Harvest Thermal, Inc. in a form substantially similar to the attached.

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

This Agreement is entered into this _____ day of December, 2020, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Harvest Thermal, Inc. hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA; and
Whereas, it is necessary and desirable that Contractor be retained for the purpose of piloting and assessing the performance of Harvest Thermal technology for retrofitting space and water heating in single family homes.

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

1. **Exhibits and Attachments**

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

Exhibit A—Services
Exhibit B—Payments and Rates

2. **Services to be performed by Contractor**

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

3. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed two hundred and fifty thousand dollars (\$250,000). In the event that PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by PCEA at the time of contract termination or expiration. Invoices should be sent to PCE contract administrator and finance@peninsulacleanenergy.com.

4. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2021, through July 31, 2023.

5. **Termination; Availability of Funds**

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

b. Release and Hold Harmless in Customer/Subcontractor Contracts

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

#. Release of Claims Against, and Hold Harmless of, Peninsula Clean Energy Authority
Customer/Subcontractor also discharges and releases the Peninsula Clean Energy Authority (PCEA) and its officers, employers, employees, and agents from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by PCEA, in which Customer/Subcontractor, and Customer/Subcontractor’s successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against PCEA as the result of, based upon, arising out of, or connected with PCEA’s involvement with the Project. Customer/Subcontractor is on notice of and hereby specifically and expressly

waives the provisions of California Civil Code § 1542, which provides that a “general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

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

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

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA’s prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. W9 Form and Submission of Invoices

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

12. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability... \$1,000,000
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000
(To be checked if Contractor is a licensed professional)

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

13. Compliance With Laws

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

14. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 13, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Chief Executive Officer, including but not limited to the following:

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

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

15. Compliance with County Employee Jury Service Ordinance

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

16. Retention of Records; Right to Monitor and Audit

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

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

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

17. Merger Clause; Amendments

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

18. Controlling Law; Venue

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

19. Notices

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

In the case of PCEA, to:

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

In the case of Contractor, to:

Name/Title: Jane Melia, CEO
Address: 663 Coventry Road, Kensington CA 94707
Telephone: 408-597-7152
Facsimile: N/A
Email: jane@harvest-thermal.com

20. Electronic Signature

If both PCEA and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law, both boxes below must be checked.

Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

21. No Recourse Against PCEA's Member Agencies

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

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

PENINSULA CLEAN ENERGY AUTHORITY

By:
Chief Executive Officer, Peninsula Clean Energy Authority

Date:

HARVEST THERMAL, INC.

Contractor's Signature

Date:

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Exhibit A

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

Overview

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. Emissions from transportation and building natural gas use comprise the largest two sources of GHGs within the county. The two largest sources of emissions within buildings are space heating and water heating, which are typically managed by individual appliances. This project aims to reduce emissions from these two sources by piloting a new technology by Harvest Thermal, Inc. that combines residential space and water heating into one electric system to potentially enable electrification at a lower capital and operating cost than undertaking two separate retrofits. The technology will also be piloted to use the system as a thermal battery for load shifting, to better match renewable energy supply with demand and further reduce GHG emissions. With over 160,000 single family homes in the County, most of which have natural gas space and water heating appliances, these capabilities are critical for achieving our clean energy objectives.

The project will pilot and assess the technology for retrofitting single family homes with the goal of demonstrating the technology as an effective technology for emissions reductions considering both installation and operating costs.

Objectives

1. Develop added features in the Harvest Thermal technology to address market needs.
2. Install Harvest Thermal technology in three to five single family homes within PCE territory.
3. Support customer needs to ensure optimum system performance.
4. Provide twelve months of monitoring data to assess performance.
5. Identify customer characteristics that would benefit most from the technology.

Consultant Tasks

1 Administrative Tasks

Consultant shall provide the following:

1.1 Kickoff Meeting

Participate in a kickoff meeting with PCE to review objectives, budget, timeline, administrative processes and contract at a mutually determined time. The kickoff will include a detailed project plan prepared by the consultant.

1.2 Monthly Progress Report & Call

Provide a monthly 1-2 page report and associated call with the designated PCE contract administrator by the 5th of each month outlining project progress, challenges encountered, a description of additional funding or resources secured, executed sub-contracts, and objectives

for the following month. The report will be submitted with an Expense Report (1.3) and invoice. Major supplementary documentation developed in the course of work must also be submitted with the Progress Report. This supplementary documentation includes executed sub-contracts, technical designs, permits, equipment specifications, photographs of installed equipment, and materials developed for partner use.

1.3 Expense report

Provide a monthly expense report documenting expenses including labor (hours, rate, total), subcontractor expenses (with invoices), and equipment (with invoices). The expense report must include the total expenditures for the quarter and running expense total.

1.4 Subcontracts

All subcontracts will be provided to PCE Director of Energy Programs for review and approval prior to execution to verify compliance with contract terms.

1.5 Project Meetings

Participate in project review meetings with the designated PCE contract administrator as determined to review project progress.

1.6 Site visits

Participate in project site visits with the designated PCE contract administrator at a mutually determined date. If the project has multiple sites, PCE may request site visits to each site.

1.7 Final report

Provide a final report (appropriate for public distribution) within 3 months after receiving the third-party Measurement & Verification report or as mutually determined, which includes:

1. Executive summary
2. Itemized description of outcomes for each project objective
3. Itemized description of any additional accomplishments
4. Summary of each retrofit project including home characteristics, installation specifications, costs (itemized by equipment and installation), and comments on the third-party Measurement & Verification report
5. Identified key barriers to scale deployment and options for resolving those barriers
6. Evaluated conclusions drawn from the project including lessons learned and recommendations for future work
7. Financial summary comparing expenditures to the project budget
8. Supplemental documentation which must include, as appropriate, technical designs, permits, equipment specifications, photographs of installed equipment and participants, and materials developed for partner use.

2 Technology Development

Consultant will research and develop improvements to existing Harvest Thermal system, further progressing the technology with capabilities to address market needs and expanding the applicability and impact of the system. Consultant will:

1. Identify required features in consultation with PCE such as enhancing the system's current constant heat delivery capability for multi-stage delivery to ensure heat delivery flexibility and high user satisfaction in a broad range of homes.
2. Assess of the energy use impacts of the features, where appropriate.
3. Execute software development and associated technical development to implement the features.
4. Provide detailed product specifications and component schematics suitable for contractor education on the product.
5. Provide projected product performance information including suitable operating condition ranges, projected component lifetimes, maintenance requirements, space and water heating outputs, and energy use.

3 Pilot Site Recruitment

Consultant will assist in the recruitment of three to five suitable homes to pilot the technology. Consultant will:

1. Develop and execute Participation Agreement between Consultant and the homeowner(s) of each pilot home. The Participation Agreement must be approved by PCE prior to use and will include a liability release that fully and completely immunizes PCE from liability associated with the installation(s), provide for a warranty to the homeowners for parts and labor for not less than 1 year after completion of this contract, PCE access to data such as energy usage and system performance data for the duration of the project, and permission to publish a case study including photos and customer quotes.
2. Lead development of pilot home recruitment criteria and screening process in collaboration with PCE.
3. Develop messaging and materials to use with prospective pilot participants in consultation with PCE including information such as the description of the pilot, description of the technology, user benefits of the technology, installation process, maintenance and warranties, and other information deemed necessary by Consultant and PCE.
4. Identify interested prospects through outreach to suitable San Mateo County residents which are specifically selected based on home type and size, energy use, home performance, interest in greenhouse gas reduction and innovation, and other factors Consultant and PCE may determine.
5. From the pool of interested prospects, screen applications, and recommend for participation specific homes meeting criteria to move forward with the project.
6. Communicate with candidates and executing home visits to confirm site suitability

4 Installation Management

Consultant will manage or assist in the coordination of the installation of the technologies and their ongoing operation. Consultant will:

1. Capture performance, specifications, and installation requirements for each pilot home

2. Collaborate with International Brotherhood of Electrical Workers (IBEW), as feasible, to identify, select, and train appropriate contractor(s) to install technology in pilot homes complying with the PCE Sustainable Workforce policy.
3. Maintain communication with the pilot home homeowner(s) throughout the installation process.
4. Manage all aspects of the installation process including defining project scope, securing permits, administering installation budget, purchasing equipment and paying contractors. The project may include additional elements deemed necessary or complementary such as energy efficiency upgrades, however all such work must be done within the project budget and any additional non-PCE incentives that Harvest Thermal may secure from other sources in support of the project. PCE project funds towards energy efficiency may not exceed \$5,000 per home.
5. Manage the contractors throughout the installation process.
6. Validate successful installation and completing any required technology configuration.
7. Commission the system to ensure appropriate performance.
8. Consultant will provide PCE with design documents (major draft final), contractor, permits, and invoices associated with the installation work.

5 Site Support

Once in operational mode, Consultant will:

1. Provide ongoing technical assistance to the pilot home homeowners and address issues in a timely manner, including software and hardware remedies as appropriate.
2. Collect feedback on the technology performance from the homeowners.
3. Conduct periodic process inspections for quality assurance/quality control purposes.
4. If deemed necessary, by PCE and pilot home homeowner(s) due to technology failure or performance that does not meet the expected heating and hot water delivery described in the Participation Agreement, and following unsuccessful remediation per item 5.1, remove the technology from the home(s) and replace with conventional market system.

6 Data Collection & Sharing

Consultant will provide all required support for an independent third party contracted by PCE to assess the system performance for each pilot system. Consultant will provide:

1. Energy use data of system for a minimum of 12 months following commissioning
2. Residence temperature data during the same 12-month period
3. Any other readily available data as mutually determined

7 PCE Resident Discounts

In the event that Consultant commercializes technology based on this pilot. Consultant will provide:

1. A discount of not less than \$500 to the first 50 customers in PCE territory

8 Schedule

Task	Months from contract execution
1. Administrative Tasks	Ongoing
2. Technology development	Month 1-6
3. Pilot site recruitment	Month 3-6
4. Installation management	Month 6-12
5. Site support	Month 6-24
6. Data collection & sharing	Month 6-24

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Exhibit B

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

Milestone/ Task	Amount (\$)
Contract execution	\$60,000
Technology development completion (task 2)	\$30,000
Site recruitment completion (task 3)	\$30,000
Site installation completion (task 3) – invoiced based on actual costs	Up to \$25,000 per home but not to exceed \$100,000 for 5 homes
Final report delivery (task 1.7)	\$30,000

The total costs will not exceed \$250,000.

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Executive Committee Meeting Schedule 2021

Location: Please see posted Agenda for location or teleconference options

Meeting Date:	Time:	Location:
January 11, 2021	8:00 am	Video/Teleconference
February 8, 2021	8:00 am	Video/Teleconference
March 8, 2021	8:00 am	Video/Teleconference
April 12, 2021	8:00 am	Video/Teleconference
May 10, 2021	8:00 am	Video/Teleconference
June 14, 2021	8:00 am	Video/Teleconference
July 12, 2021	8:00 am	Check Agenda for details
August 9, 2021	8:00 am	Check Agenda for details
September 13, 2021	8:00 am	Check Agenda for details
October 12, 2021 (Tuesday)	8:00 am	Check Agenda for details
November 8, 2021	8:00 am	Check Agenda for details
December 6, 2021	8:00 am	Check Agenda for details



**REGULAR MEETING of the Executive Committee of the
Peninsula Clean Energy Authority (PCEA)
Tuesday, October 13, 2020
MINUTES**

8:00 a.m.

Peninsula Clean Energy
Video conference and teleconference

CALL TO ORDER

Meeting was called to order at 8:02 a.m.

ROLL CALL

- Present:** Rick DeGolia, Town of Atherton, *Vice Chair*
Carole Groom, County of San Mateo
Julia Mates, City of Belmont
Donna Colson, City of Burlingame
Catherine Mahanpour, City of Foster City
Catherine Carlton, City of Menlo Park
Rick Bonilla, City of San Mateo
Pradeep Gupta, Director Emeritus
John Keener, Director Emeritus
- Absent:** Jeff Aalfs, Town of Portola Valley, *Chair*
Dave Pine, County of San Mateo
- Staff:** Jan Pepper, CEO
Andy Stern, CFO
Rafael Reyes, Director of Energy Programs
Hailey Wu, Senior Financial Analyst
Shraddha Mutyal, Programs Manager
KJ Janowski, Director of Marketing and Community Affairs
Siobhan Doherty, Director of Power Resources
Jennifer Stalzer Kraske, Deputy County Counsel
Anne Bartoletti, Board Clerk/Executive Assistant to the CEO

A quorum was established.

PUBLIC COMMENT

None

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

Motion Made / Seconded: Bonilla / Mates

Motion passed unanimously 7-0 (Absent: Aalfs, Pine)

REGULAR AGENDA

1. CHAIR REPORT

No report.

2. CEO REPORT

Chief Executive Officer Jan Pepper presented rate projections for 2021 outlining anticipated increases to PCIA (Power Charge Indifference Amount) with a PUBA (PCIA Undercollection Balancing Account) trigger and a cap (“Cap and Trigger” decision) of 0.5 cents/kWh (kilowatt hour), and a decrease in PG&E generation rates. Committee members discussed the need for a legislative solution to PCIA. Jan also provided an update on the City of Los Banos’ consideration of joining PCE, and she reviewed analysis of the rolling blackouts that occurred on August 14-15, 2020. She also indicated that CalCCA will be working with the CCAs to survey the diversity of each CCA’s board members to provide information to the CPUC.

3. SUPER JPA – LONG-DURATION ENERGY STORAGE

Jan Pepper outlined the need for a joint procurement “Super JPA” (Joint Powers Authority) between nine CCAs (Community Choice Aggregators). Jan outlined the purpose and goals of a Super JPA for joint procurement of Long-Duration Energy Storage (LDES), the benefits and risks, structure, and procurement timeline.

The Committee discussed opt-in project participation, the agreement schedule, LDES procurement goals, and issuing an RFO (Request for Proposals).

4. DISCUSS EXISTING BUILDING CODE DEVELOPMENT SUPPORT

Director of Energy Programs Rafael Reyes reviewed the programs portfolio, outlined building programs for new and existing construction, and reviewed natural gas emissions in San Mateo County. Rafael outlined the potential decarbonization impact of replacing and converting to electric single family water heaters by 2045, and he reviewed Menlo Park’s

Climate Action Plan for 2030 decarbonization. Rafael reported a request for PCE to provide assistance and technical support.

Committee members discussed the costs to fund the technical assistance, staff involvement, timelines, and the benefits of using Menlo Park as a model.

5. DISCUSS PENINSULA CLEAN ENERGY HOLIDAYS

Chief Financial Officer Andy Stern reviewed PCE's current standard holidays and compared them to the holidays offered by the Federal, state, county, and local city governments. Andy outlined differences in recognized holidays, including Columbus Day which some public agencies have renamed to Indigenous Peoples' Day.

Committee members discussed various options for how to handle the Columbus Day holiday and there was a general consensus that PCE employees should be polled about their preferences.

6. COMMITTEE MEMBERS' REPORTS

Rick Bonilla reported that the City of San Mateo approved an upgrade to their reach codes to move to an electric preferred model.

ADJOURNMENT

Meeting was adjourned at 9:44 a.m.