

# **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND COUNTY OF SAN MATEO FOR MEMBER AGENCY ENERGY GRANT PROGRAM**

This Agreement is entered into this 24th day of September, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and the County of San Mateo, hereinafter called "Grantee."

\* \* \*

## **1. Exhibits and Attachments**

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

Exhibit A—Project Description

Exhibit B—Grant Distribution

## **2. Grant Process**

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## **3. Grant Distribution**

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA may withhold final grant payment only upon reasonable determination that the work performed materially fails to meet the requirements of Exhibit B, and after providing Grantee written notice and a reasonable opportunity to cure the deficiency. In no event shall PCEA's total fiscal obligation under this Agreement exceed SEVEN-HUNDRED AND SIXTY-FIVE THOUSAND, AND THIRTY-EIGHT DOLLARS (\$765,038). If the Project is terminated due to Grantee's failure to perform in accordance with this Agreement, Grantee shall return any unused grant funds not already committed in good faith to eligible project expenses.

## **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Sep. 24, 2025, through Sep. 23, 2027.

## **5. Relationship of Parties**

It is understood that this is an Agreement by and between independent entities and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever.

## **6. Hold Harmless**

### **a. General Hold Harmless**

Grantee 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 Grantee 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 Grantee 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 Grantee'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, excluding any loss or cost caused by the negligence or willful misconduct of PCEA and/or its officers, agents, employees, or servants. Grantee'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 Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **7. Payment of Permits/Licenses**

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so, after reasonable notice and opportunity to cure, may result in suspension or withholding of funds distribution under this Agreement.

## **8. Insurance**

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

## **9. Compliance With Laws**

The Project to be performed by Grantee 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. The Project 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.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **10. Retention of Records; Right to Monitor and Audit**

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

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

(c) Grantee 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 records during normal business hours, upon reasonable notice, and in a manner that does not unreasonably interfere with Grantee's operations, 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 the Project work.

## **11. 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.

## **12. 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.

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

In the case of Grantee, to:

Name/Title: Susan Wright, Program Manager  
Address: 455 County Center, Redwood City, CA 94063

Telephone: 650-363-4372  
Email: [swright@smcgov.org](mailto:swright@smcgov.org)

**14. Electronic Signature**

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

**15. No Recourse Against PCEA's Member Agencies**

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

\* \* \*

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

PENINSULA CLEAN ENERGY  
AUTHORITY

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Shawn Marshall, Chief Executive Officer

By: \_\_\_\_\_  
David J. Canepa, President, Board of  
Supervisors, County of San Mateo

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **Exhibit A Project Description**

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following projects:

#### **PROJECT 1: Electrify 12 homes through PCE's whole-home electrification program.**

**Overview:** The County plans to layer on funding to PCE's Whole-Home Electrification Program to support the participation of an additional 12 single-family homes in unincorporated San Mateo County. This project will directly support the County's Community Climate Action Plan (CCAP), which is a strategic roadmap to guide unincorporated San Mateo County in preparing for climate risks and creating impactful greenhouse gas emission (GHG) reductions. CCAP outlines priority actions to achieve a 45% reduction of GHG emissions over 1990 levels by 2030 and carbon neutrality by 2040.

This project aligns with CCAP policy B-2: convert existing buildings to all-electric. The County recognizes the need to prioritize vulnerable and historically marginalized populations in the clean energy transition. Supplementing PCE's program, which targets low-wealth residents, is in line with this priority.

PCE will administer the program in line with existing program plans. The Sustainability Department will lead on program outreach for the additional households that are funded by this grant, leveraging other resources for outreach efforts, and can provide recommendations on households to target. The Department will also collaborate closely with PCE on communicating results and outcomes.

The criteria for selecting households will align with PCE's program scope. The Department proposes inclusion of the following program elements where appropriate and for those households that are willing to participate. These elements may already be in line with the existing program:

- Tracking of utility bill data to provide concrete information about the cost of electrifying existing buildings.
- Inclusion of additional home upgrades that may be necessary to motivate program participation, e.g. solar/battery for households that experience frequent power outages or for energy burdened households. This cost is included in the proposed budget. The process/criteria for selecting additional upgrades will be determined in partnership with PCE.
- Case studies on households that can be shared publicly to showcase details of the process, challenges and benefits.

**Outcomes and Benefit:** Residents who participate in the program receive no-cost upgrades from outdated gas appliances to safer, healthier and more energy-efficient options. The Sustainability Department sees this project as an important opportunity to provide real, locally contextualized information about the cost of electrification, illuminate barriers to whole-home electrification that may be specific to unincorporated, and provide insight about what it might take to scale. This project will help reduce greenhouse gas emissions from residential buildings in unincorporated County and help meet CCAP goals of electrifying 16% of existing buildings by 2030.

**Timeline:** The following is the expected timeline, which will be adjusted as needed based on PCE's program timeline:

- January – April 2026: Collaborate with PCE to understand program criteria and existing plans and develop detailed project plan. Contract with community-based organization (CBO) to manage outreach.
- May – July 2026: CBO begins outreach and enrollment of households.
- August – September 2026: Implementation begins.
- November – December 2026: Additional outreach and enrollment as needed; implementation continues.
- January – February 2027: Assess program progress and adjust project plan as needed based on participation. Begin to develop case studies and other materials that can be used in outreach and communications.

## **PROJECT 2: Purchase electric vehicles for County vehicle fleet.**

**Overview:** The San Mateo County Board of Supervisors adopted the Government Operations Climate Action Plan (GOCAP) in 2021, directing departments to electrify 100% of light- and medium-duty fleets by 2035. To support this goal, the County developed the Facilities Electric Vehicle (EV) Infrastructure Plan to identify charging infrastructure required to support a fully electrified fleet at County-owned facilities. In addition, the County is developing Fleet Transition Plans for departments to guide the electrification of over 1,000 vehicles and equipment.

The County proposes using a portion of the grant to support implementation of projects identified during the planning process for the EV Infrastructure Plan and the Fleet Transition Plans. For this project, the County will purchase six EVs to replace existing Internal Combustion Engine (ICE) fleet vehicles in the County's motor pool fleet. The County's motor pool fleet provides shared vehicles for employees who need transportation for work purposes, particularly when their departments do not have dedicated vehicles. These vehicles are not assigned to individuals and are available on a check-out basis.

**Outcomes and Benefit:** By electrifying six motor pool vehicles, the County will reduce vehicle emissions by an estimated 7,320 kg of CO<sub>2</sub> annually. Transitioning these vehicles to zero emission alternatives supports the County's Government Operations fleet electrification goal and moves the County closer to achieving its emissions reductions targets.

**Timeline:**

- September - October 2025: Get updated quotes from vendor and purchase vehicles.

**PROJECT 3: Install public EV charging at Pescadero Fire Station.**

**Overview:** Pescadero is an unincorporated area along the south coast of San Mateo County. The Pescadero Fire Station is a new facility being constructed by the County of San Mateo Project Development Unit. The new station will be built on a section of land adjacent to Pescadero High School located at 350 Butano Cutoff, replacing the existing station #59 at 1200 Pescadero Creek Road. The schematic design for the site is complete and the project has received entitlement approvals. The County plans to use grant funding for the installation of four L2 EV charging ports for public use at this site. (The County is exploring the feasibility of installing DC fast chargers at this site and will work with PCE on adjustments as needed.)

**Outcomes and Benefit:** Currently there are no publicly available EV chargers in Pescadero or nearby areas. The closest public charging station is over 18 miles away in Half Moon Bay. Installing four L2 charging ports at the Pescadero Fire Station will significantly increase public access to EV chargers for Pescadero residents and south coast communities, better enabling community members to purchase EVs while providing charging to those traveling on Highway 1. This project is in support of CCAP Policy T-1.2, install public EV charging stations.

**Timeline:**

- January – April 2026: Bid for fire station construction.
- April – June 2026: Contract awarded.
- July – October 2026: Construction begins.
- July – September 2027: Charging equipment procured.
- January 2028: Project complete, chargers activated and ready for use.

**PROJECT 4: Pilot subsidies for 20-40 single-family households to receive electrification upgrades through BayREN EASE program.**



**Overview:** The Bay Area Regional Energy Network (BayREN) has launched a new program called the Efficiency and Sustainable Energy (EASE) Home program, which helps income-eligible residents make energy upgrades for comfort and health. The EASE program is targeted to moderate-income residents (under or at 120% AMI) in single-family homes, with a particular focus on non-English speaking households and those that live in pollution-burdened areas. BayREN's EASE Home program is designed to make it easier for these customers to overcome the hurdles to program participation, including high upfront costs, language barriers, and administrative challenges in navigating rebate programs and seeking out contractors.

Program participants receive:

- A free site visit and customized energy recommendations from a trained expert
- Comprehensive support, from permit and rebate applications to installation
- Low-cost energy upgrades, such as insulation and duct sealing

The BayREN EASE program will cover up to 80% of the costs for retrofit measures such as insulation, duct sealing, and a smart thermostat. Households have a co-payment of 20% or \$1,000, whichever is lower. The co-pay level is based on research that BayREN conducted to investigate willingness to pay among moderate income households.

San Mateo County will implement the program from September 2025 through September 2026 and has a target to enroll 140 residents. The County will be targeting homes in the northern half of San Mateo County, as well as North Fair Oaks (NFO), an unincorporated neighborhood. The County proposes allocating a portion of the PCE Member Agency grant funding to run a pilot in NFO to provide an additional subsidy of \$1,000-\$2,000 for households to put towards an electrification measure of their choice. The household would be responsible for the cost of the additional measure, beyond the subsidy, but the EASE program implementer will help the household navigate the installation as part of the overall program. The County welcomes feedback from PCE on the subsidy amount for this pilot.

**Outcomes and Benefit:** The BayREN program is designed to help communities achieve health, comfort, safety and savings through energy upgrades, and targets moderate-income residents who are often not eligible for income-qualified programs. The aim of this pilot is to leverage the EASE program to encourage additional electrification measures and reduce emissions from residential buildings in unincorporated, furthering Community Climate Action Plan goals.

**Timeline:**

- July – September 2025: Finalize pilot design and contract with community-based organization (CBO) to lead outreach.

- September 2025: Program launches and CBO begins to develop program pipeline.
- September – December 2025: Outreach and enrollment.
- January – June 2026: Examine program progress and conduct additional outreach as needed.
- July – December 2026: Home and electrification upgrades are installed.
- December 2026: Program evaluation.

### **Exhibit B Grant Distribution**

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

#### **BUDGET**

<b>Project</b>	<b>Sector</b>	<b>Cost</b>
<b>(1) Electrify 12 homes through PCE's whole-home electrification program.</b>	Building Energy	\$387,464
<b>(2) Purchase electric vehicles for County Motor Pool Fleet.</b>	Transportation	\$258,234
<b>(3) Install public EV charging at Pescadero Fire Station.</b>	Transportation	\$79,340
<b>(4) Pilot subsidies for 20-40 households to receive electrification upgrades through BayREN EASE program.</b>	Building Energy	\$40,000

#### **Payments**

1. First payment: \$100,000. Upon execution of this contract.
2. EV Charging payments: Funds for the EV charging project will be disbursed through the PCE EV Ready program. The EV Ready program will disburse funding through its standard process. This shall include the EV Ready standard rebate in addition to added funds from this Member Agency Energy Grant for the EV charging project up to the lesser sum of the following: a) total remaining eligible project costs (after standard rebate), or b) total remaining Member Agency Energy Grant allocation. The required application for the EV Ready program is located at the following link:  
[https://peninsulacleanenergy.formstack.com/forms/ev\\_charger\\_incentives\\_application](https://peninsulacleanenergy.formstack.com/forms/ev_charger_incentives_application)
3. Home Upgrade payments: Funds for home electrification will be disbursed to implementers through the PCE Home Upgrade program.

4. Final payment: Balance of funds total funds less prior payments as listed in Sections 1-3 above). Within 45 days following receipt of project invoices for Eligible Project Expenses. Send materials to [programs@peninsulacleanenergy.com](mailto:programs@peninsulacleanenergy.com). PCEA reserves the right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

#### Payment Method

Grantee EFT/ACH details as provided separately by the Grantee.