

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND SAN MATEO COUNTY OFFICE OF SUSTAINABILITY

This Agreement is entered into this 11th day of April, 2023, 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, a political subdivision of the state of California, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA; and Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing local government support for climate action planning.

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

1 Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—San Mateo County Energy Watch Program

2 Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor, through its Office of Sustainability, 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 eighty-five thousand dollars (\$285,000).

In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

4 Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 1st, 2023 through December 31, 2025.

5 Termination: Availability of Funds

This Agreement may be terminated by Contractor or by the Chief Executive Officer of the 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 that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. 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 Intellectual Property and Ownership of Work Product

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

Work Products to PCEA. At the end of this Agreement, or in the event of termination, all Work Products shall be promptly delivered to PCEA.

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

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

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. Mutual Hold Harmless

- (A) It is agreed that Contractor shall defend, hold harmless, and indemnify PCEA and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Contractor and/or its officers, employees, agents, and servants.
- (B) Contractor shall defend, hold harmless, and indemnify PCEA from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.
- (C) It is agreed that PCEA shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the

acts or omissions of PCEA and/or its officers and employees.

(D) The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(E) In the event of concurrent negligence (or intentional/reckless acts) of PCEA and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

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 W-9 Form and Submission of Invoices

Invoices shall only be submitted by electronic form by sending an email to the **PCEA project contact's email address**. Contractor shall submit a completed W-9 form electronically to the same email addresses. Contractor understands that no invoice will be paid by PCEA unless and until a W-9 Form is received by PCEA.

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.

13 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.

14 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:

Yes	Comprehensive General Liability (Applies to all agreements)	\$1,000,000
Yes	Motor Vehicle Liability Insurance	\$1,000,000

No	Professional Liability Insurance	\$1,000,000
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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. Contractor may comply with this section by maintaining and furnishing proof of self-insurance in equivalent amounts.

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.

15 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.

16 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.

17 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.

18 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.

19 Employee Benefits

With respect to the provision of benefits to its employees, Contractor shall ensure that employee benefits provided to employees with domestic partners are the same as those provided to employees with spouses.

20 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.

21 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.

22 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.

23 Confidential Information

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term “Confidential Information” includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov’t Code Section 6250, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

(c) As practicable, PCEA shall mark Confidential Information with the words “Confidential” or “Confidential Material” or with words of similar import, or, if that is not possible, PCEA shall notify the Contractor (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. PCEA’s failure or delay, for whatever reason, to mark or notify Contractor at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA’s

exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts, notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor's off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor's option. The obligations of this provision will survive termination or expiration of this Agreement.

24 Data Security

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA's express written consent. For purposes of this provision, security procedures are "reasonable and appropriate" when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and government rules or directives applicable to the Contractor in connection with its access of Personal Information.

25 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.

26 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.

27 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.

28 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: Susan Wright, Program Manager

Address: 455 County Center 4th Floor, Redwood City, CA 94063

Telephone: 650-363-4372

Email: swright@smcgov.org

29 Electronic Signature

PCEA and Contractor 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.

30 No Recourse Against PCEA's Member Agencies

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

* * *

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

PENINSULA CLEAN ENERGY AUTHORITY

By: ____

CEO, Peninsula Clean Energy Authority

Date: _____

County of San Mateo

President, Board of Supervisors

Date: _____

Exhibit A

Overview

Peninsula Clean Energy Authority's (PCEA) mission is to reduce greenhouse gas (GHG) emissions in its service territory. As a joint-power authority, PCEA is made of twenty-two member jurisdictions: the County of San Mateo, and all twenty cities/towns in the County. As local government agencies, cities/towns and the County can create Climate Action Plans (CAP) which outline GHG reduction targets and possible measures on how they could be achieved within their respective territories.

The County of San Mateo Office of Sustainability (County) has administered the Regionally Integrated Climate Action Planning Support (RICAPS) program since 2011 to reduce greenhouse gas (GHG) emissions in San Mateo County. The RICAPS program provides technical support to San Mateo County jurisdictions and the County through monthly and quarterly working group meetings, climate action plan development, and emission inventory updates. RICAPS includes tools developed specifically for supporting these efforts, which can be found on the San Mateo County Energy Watch website at: <https://smcenergywatch.org/contact/resources/>. The County subcontracts with a technical assistance consultant to assist with the RICAPS program.

The objective of this contract is to support the County's local government technical assistance for CAPs, support the development of template policies and technical guides, and support collaboration on implementation of CAPs through the RICAPS program.

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

1 Administrative Tasks

1.1 Workplan Development and Kickoff Meeting

At the beginning of each calendar year, Contractor staff will prepare a detailed project plan that will identify priority projects and initiatives. Contractor staff will hold a kickoff meeting with PCEA to review these initiatives, objectives, budget, timeline, and administrative processes at a mutually determined time.

1.2 Regular Progress/Strategy Calls

Contractor staff will meet with the RICAPS technical assistance consultant as mutually determined to discuss progress with cities, plan RICAPS working group meetings, and strategize about policy development. PCEA staff will be invited to participate in these meetings.

1.3 Subcontracts

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

1.4 Final report

Provide a final report (2-4 pages) by December 31 of each calendar year which includes:

- a. Itemized description of outcomes for each project objective
- b. Itemized description of any additional accomplishments
- c. Evaluated conclusions drawn from the project including lessons learned and recommendations for future work
- d. Supplemental documentation which may include key materials used in RICAPS or related work.

2 Local Government Technical Assistance

Contractor will provide climate action planning technical support to San Mateo County jurisdictions and run the Regionally Integrated Climate Action Planning Suite (RICAPS) program on an ongoing basis. Contractor activities will include:

2.1 Supporting jurisdictions on working collaboratively on climate action implementation

Through surveys, individual consultations, and discussions during working group and ad hoc meetings, the Contractor will work to establish consensus on climate action goals and identify high impact areas with common interest by multiple jurisdictions. The Contractor will work to align resources to support a multi-city or countywide approach for collaborative climate action initiatives.

2.2 Hosting of monthly RICAPS working group meetings with city and Contractor sustainability staff

The Contractor hosts a monthly working group with agency staff to exchange ideas, share climate action planning resources, and collaborate on multi-city and/or countywide climate action initiatives.

2.3 Developing guidance documents and template policies

Contractor will develop technical resources and tools to support municipal staff in reducing greenhouse gas emissions. Work will include convening ad hoc advisory group meetings to get input and buy-in from municipal staff on technical resources and policy approaches. Contractor will refine the scope of technical resources in coordination with advisory groups and PCEA. The Contractor's technical assistance consultant will develop template policies and guidance documents.

2.4 Updating RICAPS tools

Contractor will update climate action planning templates and measures to reflect the latest best practices and address municipal needs.

2.5 Providing individualized advice and climate action planning technical assistance to jurisdictions using the RICAPS tools

The technical assistance consultant will assist with activities such as:

- a. *Support individual jurisdictions in setting their CAP goals and developing a set of CAP measures to meet those goals.* Assist jurisdictions in verifying baseline and current GHG emissions inventories and calculating business-as-usual reduction target vs. forecasted reduction targets. Provide calculations of emissions using different groupings of CAP measures. Help jurisdictions evaluate cost-effectiveness and feasible time horizons for CAP measures. Help jurisdictions develop a strategy for achieving carbon neutrality, including incorporating carbon sequestration as requested.
- b. *Support sustainability coordinators in explaining CAP development strategies for their jurisdiction.* Participate in and/or give presentations at meetings with city staff and/or Councils as requested, including kick-off meetings, council study sessions, etc.
- c. *Support municipal staff in assessing compliance with requirements.* Assist jurisdictions in determining steps to comply with CEQA (i.e., initial study, negative declaration, etc.). Review CAP documents to verify compliance with common requirements for qualified GHG reduction strategies.
- d. Provide other related CAP development assistance as needed when mutually agreed upon in advance of work.

2.6 Providing support for decarbonization of municipal operations

Coordinate with the San Mateo County Energy Watch (SMCEW) program to assist jurisdictions in identifying, implementing, and tracking progress on decarbonization projects. (Activities provided by the SMCEW program are listed in Exhibit C.) Provide updates to PCEA about SMCEW decarbonization activities.

2.7 Providing other climate action support as requested

PCEA may request additional strategic support on activities relating to improving the level of engagement and overall satisfaction with workgroup meetings. PCEA may also request additional strategic and technical support on reach code development, existing building electrification initiatives, and cross-county programmatic and policy coordination. This may involve data gathering and synthesis as well as integrating equity-oriented considerations.

Exhibit B

In consideration of the services provided by the Contractor described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay the Contractor on a time and materials basis.

The Contractor shall bill quarterly. Invoices will document expenses including: labor (hours, rate, total), subcontractor expenses, and equipment, if applicable. The invoice will include a running expense total.

Each invoice will be accompanied by a narrative describing work accomplished during the timeframe of the invoice.

In no event shall PCEA's total fiscal obligation under this Agreement exceed two-hundred and eighty-five thousand dollars (\$285,000).

Contractor Labor Rates

<u>Classification</u>	<u>Maximum Rate (\$/Hour)</u>
Sustainability Program Manager	\$163.50
Senior Sustainability Specialist	\$152.76
Resource Conservation Specialist III	\$139.35
Resource Conservation Specialist II	\$130.92
Resource Conservation Specialist I	\$124.14
Intern Fellow IV	\$121.45
Intern Fellow III	\$105.98
Intern Fellow II	\$91.63
Intern Fellow I	\$83.07

Subcontractor (Technical Assistance Consultant) Labor Rates

<u>Rincon Consultants, Inc. – Lead technical and project management consultant</u>		
<u>Title</u>	<u>2023 Maximum Rate (\$/Hour)</u>	<u>2024 Maximum Rate (\$/Hour)</u>
Principal II	\$295	\$305
Director II	\$295	\$305
Principal I	\$285	\$295
Director I	\$285	\$295

Senior Supervisor II	\$268	\$277
Supervisor I	\$250	\$259
Senior Professional II	\$234	\$242
Senior Professional I	\$218	\$226
Professional IV	\$194	\$201
Professional III	\$180	\$186
Professional II	\$160	\$166
Professional I	\$143	\$148
Associate III	\$120	\$124
Associate II	\$107	\$111
Associate I	\$100	\$104
Field Technician	\$86	\$89
Data Solutions Architect	\$180	\$186
Senior GIS Specialist	\$172	\$178
GIS/CADD Specialist II	\$153	\$158
GIS/CADD Specialist I	\$138	\$143
Technical Editor	\$135	\$140
Project Accountant	\$115	\$119
Billing Specialist	\$98	\$101
Publishing Specialist	\$110	\$114
Clerical	\$98	\$101

DKS Associates – *Technical subconsultant specializing in transportation related sustainability issues*

<u>Title</u>	<u>2023 Maximum Rate (\$/Hour)</u>	<u>2024 Maximum Rate (\$/Hour)</u>
Support Staff	\$175	\$185
Project Manager	\$215	\$225
Travel Demand Model Task Lead	\$225	\$235
VMT Expert	\$300	\$310

Willdan Group, Inc. – *Technical subconsultant specializing in engineering expertise related to building electrification*

<u>Title</u>	<u>2023 Maximum Rate (\$/Hour)</u>	<u>2024 Maximum Rate (\$/Hour)</u>
Principle Engineer	\$265	\$278.25
Project Manager IV	\$180	\$189
Project Manager II	\$150	\$157.5
Energy Engineer	\$140	\$147

Exhibit C

The following decarbonization services are provided to public agencies in San Mateo County via the San Mateo County Energy Watch (SMCEW) program.

1. Methane Gas Catalog Tool Project

SMCEW is supporting jurisdictions in using the methane gas catalog tool to identify existing methane gas equipment and strategize its replacement with all-electric alternatives. The first cohort is starting this process in spring 2023, with a second cohort anticipated to begin in fall 2023.

- 1.1 Train San Mateo Community College District (SMCCD) student interns to collect data using the methane gas cataloging tool. Task will include hosting one student training session and performing the initial round of facility site visits (i.e., five full facility site walks) with students. Provide continued support to students throughout the methane gas cataloging tool data collection process. Support will include site walks to accompany students (i.e., site walks at two facilities), review and support for students' self-directed work (i.e., for up to 23 facilities), virtual meetings with students and facilities, facility analyses, and attendance at final presentations. This task will be led by Willdan and supported by Rincon.
- 1.2 Host kick-off with participating jurisdictions and schedule site walks with facilities staff.
- 1.3 Conduct walk-throughs of public agency buildings to assist facilities staff in cataloging methane gas equipment using the Excel-based tool.
- 1.4 Present results and discuss customized, prioritized recommendations for all-electric replacement options with each jurisdiction.
- 1.5 Develop Final Electrification Roadmap based on data collected from cataloging tool, and on-the-ground observation from outreach and implementation. The final guidance report will include synthesis of data collected throughout implementation of the methane gas cataloging tool, prioritization strategies for equipment replacement, funding and financing strategies, and general next steps for facility decarbonization in San Mateo County.
- 1.6 Summarize data on equipment types and share with external stakeholders to inform future program development.

2. Support Implementation of Decarbonization Projects

- 2.1 Work with jurisdictions to implement language into Capital Improvement Plans that favors replacing methane gas equipment with electric alternatives wherever feasible and establishes a schedule for doing so across all municipal facilities.
- 2.2 Support jurisdictions in integrating decarbonization projects in Capital Improvement Plans (CIP) processes. In current CIP lists, identify projects that include methane gas equipment and recommend all-electric alternatives. Assist staff in incorporating decarbonization projects into future CIP lists according to their agency's process and funding timelines.

- 2.3 Support public agencies in accessing programs, rebates, incentives, financing, and grants relevant to their decarbonization efforts, especially programs provided by Peninsula Clean Energy, PG&E, and BayREN.
- 2.4 Track progress on implementing decarbonization projects and provide support in overcoming barriers.

3. Benchmarking of Energy Use Using EPA Portfolio Manager Tool

- 3.1 Update benchmarking profiles of municipal buildings already benchmarked by SMCEW on Portfolio Manager, as needed.
- 3.2 Benchmark additional buildings as needed, to ensure that all buildings using methane gas have a profile on the Portfolio Manager platform.
- 3.3 Share benchmarking reports with each jurisdiction and Peninsula Clean Energy, as requested.