

Committee Item No. 5
Board Item No. 23

AGENDA PACKET CONTENTS LIST

Date May 4, 2016

Date May 10, 2016

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Information Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

[illegible]

Completed by: Linda Wong Date April 29, 2016
Completed by: Linda Wong Date May 5, 2016

1 [Accept and Expend Grant - Association of Bay Area Governments - Bay Area Regional
2 Energy Network Program - \$609,258]

3 **Resolution retroactively authorizing the Department of the Environment to accept and**
4 **expend grant funds from the Association of Bay Area Governments in the amount of**
5 **\$609,258 to perform various activities as part of a Bay Area Regional Energy Network**
6 **program, an energy efficiency program for the term of July 31, 2015, through**
7 **December 31, 2016.**

8
9 WHEREAS, The City and County of San Francisco (City) is a member of the
10 Association of Bay Area Governments (ABAG); and

11 WHEREAS, ABAG was awarded up to \$13,283,875 by decision of the California Public
12 Utilities Commission (CPUC) in Decision 15-10-028 to operate the Bay Area Regional Energy
13 Network program (BayREN) in all of its member counties for the calendar year of 2016; and

14 WHEREAS, The CPUC recognized that this structure can provide greater opportunity
15 for the participating counties to develop more innovative programs that better serve the
16 ratepayers; and

17 WHEREAS, The CPUC, in Decision 15-10-028, approved a BayREN Program
18 Implementation Plan for 2016 (2016 PIP) and budget to fund implementation of the 2016 PIP
19 (2016 Budget); and

20 WHEREAS, For 2016, ABAG will continue receiving the ratepayer funds of
21 \$13,283,875 through a contract with Pacific Gas & Electric (PG&E) where PG&E is acting only
22 as a fiscal manager and the CPUC provides oversight of the program content; and

23 WHEREAS, BayREN will continue programs to provide technical assistance and
24 financing in the residential sector and education and training for construction contractors and
25 building code officials; and

1 WHEREAS, The Board of Supervisors adopted goals for reductions in greenhouse gas
2 emissions; and

3 WHEREAS, The Department of the Environment continues to play a key role in the
4 development of the concepts and plans for all the elements of the BayREN program; and

5 WHEREAS, The Department of Environment is already performing energy efficiency
6 programs for greenhouse gas reductions providing assistance in the residential sector and
7 creating local jobs; and

8 WHEREAS, The Department of the Environment has built upon its experience with
9 building codes to play the lead role in the development of the Codes and Standards
10 component of the BayREN; and

11 WHEREAS, A successful BayREN program in 2013 through 2015 has led to continued
12 funding in future years; and

13 WHEREAS, ABAG awarded grant funds of \$371,258 to the City for the 2015 BayREN
14 programs and that grant was approved by the Board of Supervisors under Resolution
15 No. 75-15; and

16 WHEREAS, ABAG has increased the amount of the 2015 calendar year BayREN
17 funding by \$200,000; and

18 WHEREAS, ABAG has made an additional award to the City for the BayREN programs
19 for 2016 in the amount of \$409,258; and

20 WHEREAS, The term of this grant is from July 31, 2015 to December 31, 2016; and

21 WHEREAS, A request for retroactive approval is being sought because the Department
22 of the Environment did not receive the 2016 award notice until January 11, 2016; and

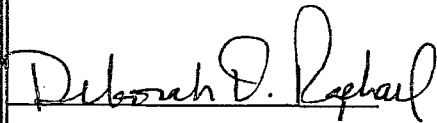
23 WHEREAS, The grant allows for Indirect costs of \$158,299 included in the budget; and
24
25

1 WHEREAS, The Department of Environment will utilize existing staff hired under the
2 American Reinvestment and Recovery Act that continued working under the 2013-15 BayREN
3 contract; and


4 WHEREAS, The grant does not require an Annual Salary Ordinance (ASO)
5 amendment; now therefore, be it

6 RESOLVED, That the Board of Supervisors authorizes the Director of the Department
7 of the Environment to retroactively accept and expend a grant in the amount of \$609,258 from
8 ABAG to implement BayREN activities in San Francisco.

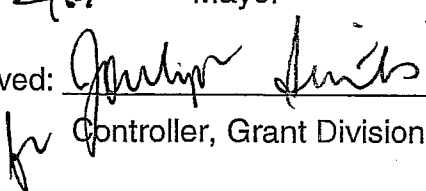
9
10 Recommended:

11
12 

13 Department Head

Approved: 

for Mayor

Approved: 

for Controller, Grant Division

File Number: _____

220324 / EVBAYR-15

(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form

(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: BayREN

2. Department: Department of the Environment

3. Contact Person: Rachel Buerkle

Telephone: 415-355-3704

4. Grant Approval Status (check one):

☒ [X] Approved by funding agency

☐ [] Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$609,258 (increase)

6a. Matching Funds Required: \$ 0

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: California Public Utilities Commission (CPUC)

b. Grant Pass-Through Agency (if applicable): PG&E and Association of Bay Area Governments (ABAG)

8. Proposed Grant Project Summary: The Bay Area Regional Network (BayREN) is funded under Decision 15-10-028 of the California Public Utilities Commission (CPUC) to continue to engage local governments in meeting the goals of California's Energy Efficiency Strategic Plan. CPUC provides oversight of the program content, PG&E acts as fiscal agent, and ABAG has a contract of \$13,283,875 with PG&E, out of which this grant is funded. BayREN is funded to provide an energy efficiency incentive and technical assistance program in single family and multifamily buildings, provide financing, and raise the level of energy code compliance in new construction and renovation.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 07/31/15 End-Date: 12/31/16

10a. Amount budgeted for contractual services: \$0

b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?

d. Is this likely to be a one-time or ongoing request for contracting out?

11a. Does the budget include indirect costs?

☒ [X] Yes

☐ [] No

b1. If yes, how much? \$ 158,299

b2. How was the amount calculated? Based on Department of Environment overhead and indirect.

City and County of San Francisco, - Department of the Environment			
Energy Efficiency Program - ABAG / BayREN Contract			
			ABAG
Personnel			
	5642 Sr. Environmental Specialist (0.75 FTE); 5640 Environmental Specialists (1.50 FTE); 5638 Environmental Assistant (0.15 FTE); 1822 Administrative Analyst (.15 FTE)	Administration, Program Implementation, Strategic Planning	\$389,159
		Sub-Total Personnel	\$389,159
Non Personnel Services			
	Field Expenses		\$1,100
	Other Professional		\$55,000
	Printing		\$1,100
	Other Materials & Supplies		\$4,600
		Sub-Total Contract/ Other	\$61,800
Indirect			\$158,299
		Grand Total	\$609,258

BAYREN GRANT 7/1/15 - 12/31/16

Amendment to 2015 Agreement	<u>\$ 200,000</u>
Contract Work Authorization (CWA) for calendar 2016	
Single Family Program	\$ 67,658
Multifamily Program	\$ 282,600
Codes & Sandards	\$ 30,000
Financing	
Multi-Family Capital Advance	\$ -
Commercial PACE	\$ 23,200
Pay as You Save	<u>\$ 5,800</u>
2016 Total	<u>\$ 409,258</u>
Total New Funding	\$ 609,258

**FIRST AMENDMENT TO
FUNDING AND IMPLEMENTATION AGREEMENT for 2015
- BAYREN PROGRAM IMPLEMENTATION PLAN
ASSOCIATION OF BAY AREA GOVERNMENT AND CITY AND COUNTY OF SAN FRANCISCO**

The funding and Implementation Agreement for 2015 for the BayREN Implementation Plan (Agreement) between the Association of Bay Area (ABAG) and City and County of San Francisco (Subrecipient) is hereby amended as follows:

- A. The Initial Allocated Budget in Section 5(a) of the Agreement is amended and is now set at Five-Hundred and Seventy-One, Two-Hundred and Fifty-Eight Dollars (\$571,258).
- B. Attachment 1B for 2015 is deleted and replaced by Attachment 1B for 2015, Revision 1. This attachment memorializes an increase in the Multifamily budget by \$200,000. ✓
- C. This Amendment is effective July 31, 2015

IN WITNESS WHEREOF, Subrecipient has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

City and County of San Francisco

Dated: 8/3/15

Deborah D. Raphael
Title DEBORAH O. RAPHAEL
DIRECTOR

Association of Bay Area Governments

Dated: 8/12/15

Ezra Rapport
Ezra Rapport, Executive Director

Approved as to form:

Kenneth K. Moy
Kenneth K. Moy, Legal Counsel

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



Lowell Chu
Energy Program Engineer
Department of the Environment
City and County of San Francisco

February 18, 2016

Lowell,

Thank you for your participation in the successful re-funding of the BayREN program. For 2016, attached is the most current version of the BayREN aggregate budget and includes the San Francisco allocation. We may have a couple of small additional updates as we continue to finalize roles, but otherwise this is what we intend to use as we put together your contract.

Sincerely,

Gerald L. Lahr
Energy Programs Manager
Association of Bay Area Governments
510/464-7908

		<u>Total Contract</u>	<u>Alameda</u> <u>(Energy</u> <u>Council)</u>										<u>Total</u>
	<u>Agencies:</u>	<u>Budget</u>	<u>ABAG</u>	<u>Contra Costa</u>	<u>Marin</u>	<u>Napa</u>	<u>San Francisco</u>	<u>San Mateo</u>	<u>Santa Clara</u>	<u>Solano</u>	<u>Sonoma</u>		
Financing													
<u>Multi-family Capital Advance</u>													
		45,000	35,000	10,000								45,000	
		380,000	380,000									380,000	
		21,875	-	21,875								21,875	
		-	-	-	-	-	-	-	-	-	-	-	
	Total Total MF Cap Adv:	446,875	415,000	31,875	-	-	-	-	-	-	-	446,875	
 <u>Commercial PACE</u>													
		36,800	\$ 13,000	700	700	700	700	18,200	700	700	700	36,800	
		201,705	201,705									201,705	
		13,000	8,000				5,000					13,000	
		-	-	-	-	-	-	-	-	-	-	-	
	Total Total PACE:	251,505	222,705	700	700	700	700	23,200	700	700	700	251,505	
 <u>Pay As You Save</u>													
		34,610	17,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	9,610	34,610	
		257,085	1,500	9,800		4,800	4,800				236,185	257,085	
		69,451	10,000								59,451	69,451	
		-	-	-	-	-	-	-	-	-	-	-	
	Total PAYS:	361,146	28,500	10,800	1,000	1,000	5,800	5,800	1,000	1,000	305,246	361,146	
 BayREN Total													
		1,000,236	569,126	95,000	50,000	35,000	35,000	52,500	35,000	50,000	35,000	1,000,236	
		5,212,564	2,740,779	1,856,000	-	-	4,800	254,800	-	120,000	-	5,212,564	
		1,321,075	234,000	239,082	126,334	59,129	52,535	101,958	89,759	216,709	65,605	1,321,075	
		5,750,000	2,000,000	3,750,000	-	-	-	-	-	-	-	5,750,000	
	BayREN Total:	13,283,875	5,543,905	5,940,082	176,334	94,129	92,335	409,258	124,759	386,709	100,605	13,283,875	

Notes:

- 1) "Admin" is defined as contract development, internal partner coordination, administration, reporting, and other non-program activities
- 2) "Implementation" combines two PIP categories: "Direct Install Non-Incentives" and "Education & Training", and includes Incentive processing, program design, set up, and evaluation activities not included under "Marketing & Outreach"
- 3) "Marketing & Outreach" includes all expenses and program labor for these activities
- 4) "Incentives" includes direct incentives only

BayREN - 2016 Aggregate Budget

(Version: 1/26/2016)

Changes:

1. Single Family: \$130k transferred from ABAG to Santa Clara for tasks associated with Lead Link.
2. Codes & Standards: \$75k transferred from ABAG Unassigned (Implementation) to Alameda for HES project continuation; \$10k transferred from ABAG to Santa Clara for Lead Link transition assistance.
3. Allocate \$446,875 in additional funds to MF CAP.

		Alameda (Energy Council)										
Agencies:	Total Contract Budget	ABAG	Contra Costa	Marin	Napa	San Francisco	San Mateo	Santa Clara	Solano	Sonoma	Total	
Program Elements												
Single Family Residential												
Admin	\$ 341,926	\$ 207,126	\$ 12,200	\$ 27,200	\$ 12,200	\$ 12,200	\$ 12,200	\$ 22,200	\$ 12,200	\$ 12,200	\$ 341,926	
Implementation	1,370,074	1,260,074						110,000			\$ 1,370,074	
Marketing & Outreach	761,249	141,000	113,707	88,834	33,629	22,035	55,458	53,259	173,209	34,605	45,513	\$ 761,249
Incentives	2,000,000	2,000,000	-	-	-	-	-	-	-	-	-	\$ 2,000,000
Total Single Family:	4,473,249	3,608,200	125,907	116,034	45,829	34,235	67,658	65,459	305,409	46,805	57,713	\$ 4,473,249
Multi-Family Residential												
Admin	370,400	167,000	57,600	17,600	17,600	17,600	17,600	17,600	22,600	17,600	17,600	370,400
Implementation	2,165,700	144,500	1,771,200				250,000					2,165,700
Marketing & Outreach	190,500	50,000	75,500	10,000	-	5,000	15,000	10,000	15,000	5,000	5,000	190,500
Incentives	3,750,000	-	3,750,000	-	-	-	-	-	-	-	-	3,750,000
Total Multi-family:	6,476,600	361,500	5,654,300	27,600	17,600	22,600	282,600	27,600	37,600	22,600	22,600	6,476,600
Codes & Standards												
Admin	171,500	130,000	13,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	171,500
Implementation	838,000	753,000	75,000					10,000				838,000
Marketing & Outreach	265,000	25,000	28,000	27,500	25,500	25,500	26,500	26,500	28,500	26,000	26,000	265,000
Incentives	-	-	-	-	-	-	-	-	-	-	-	-
Total C&S:	1,274,500	908,000	116,500	31,000	29,000	29,000	30,000	30,000	42,000	29,500	29,500	1,274,500

AMENDED FUNDING AND IMPLEMENTATION AGREEMENT FOR 2016
- BAYREN PROGRAM IMPLEMENTATION PLAN -
ASSOCIATION OF BAY AREA GOVERNMENTS AND CITY AND COUNTY OF SAN FRANCISCO

This BayREN Member: City and County of San Francisco
Address: 1455 Market Street
Suite #1200
San Francisco, CA 94103
Contact: Lowell Chu, Senior Environmental Specialist
Phone: 415-355-3738
Email: lowell.chu@sfgov.org
Effective Date: January 1, 2016

Background

- A. BayREN. The San Francisco Bay Area Regional Energy Network (BayREN) consists of ten (10) public entities: Association of Bay Area Governments (ABAG), City and County of San Francisco (SF), Energy Council (StopWaste.org), County of Contra Costa (Contra Costa), County of Marin (Marin), County of Napa (Napa), County of San Mateo (San Mateo), County of Santa Clara (Santa Clara), City of Suisun City, on behalf of Solano County, (City), and Sonoma County Regional Climate Protection Authority ("SCRCPA") (referenced collectively or generically as Members) that have entered into an MOU, as revised, in 2015 (Restated and Revised MOU).
- B. CPUC Decision. On October 28, 2015 the California Public Utilities Commission (CPUC) issued D.15-10-028 (2016 Decision) approving, among other things, a BayREN Program Implementation Plan for 2016 (2016 PIP) and budget to fund implementation of the 2016 PIP (2016 Budget). The CPUC has the authority to modify the 2016 PIP through its official proceedings. The Decision also directed Pacific Gas & Electric Company (PG&E) to enter into a contract with BayREN to provide funding for the 2016 PIP. The 2016 Decision can be found here:
<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M155/K511/155511942.pdf>
- C. Initial Implementation and Funding Agreement. ABAG and City and County of San Francisco entered into an Implementation and Funding Agreement to implement and fund a portion of the BayREN Program Implementation Plan for 2013-14 (Initial Agreement). The Initial Agreement was later amended to reflect changes in scope and/or budget for January 1, 2015 through December 31, 2015. This 2016 Agreement only effects changes in the scope and/or budget from the 2015 agreement.
- D. Funding Agreement. Effective January 1, 2016, ABAG, on behalf of BayREN, and PG&E entered into an agreement denominated under PG&E's nomenclature as Contract Work Authorization No. 2501322994 and Contract Work Authorization No. 2501322995, to Contract No. 4400007460, including Master Service Agreement (MSA) No. 4400007460

(collectively, 2016 Funding Agreement) which is attached and marked Appendix A for 2016.

TERMS AND CONDITIONS

1. Definitions:

- (a) 'Assigned 2016 PIP' means the tasks and requirements of the 2016 PIP that are initially assigned to in this 2016 Agreement as it may be modified from time to time under this Agreement.
- (b) '2016 Allocated Budget' means the funds available under the 2016 Funding Agreement that are initially allocated to City and County of San Francisco in this Agreement for implementing the Assigned 2016 PIP as it may be modified from time to time under this 2016 Agreement.
- (c) 'Incentives' means the funds available to pay property owners or contractors upon successful completion of an approved energy efficiency that meets the requirements of the 2016 PIP.
- (d) 'Guarantees' means the funds available for allocation to lending institutions as security against defaults on eligible energy efficiency loans pursuant to the 2016 PIP.
- (e) 'Revolving Loans' means funds available as loans to property owners to be used to pay for approved energy efficiency retrofits, and then repaid to ABAG to make subsequent loans pursuant to the 2016 PIP.

2. 2016 PIP Implementation. All Members, including City and County of San Francisco, agree that the primary purpose of this 2016 Agreement is to successfully implement the 2016 PIP that the coordinated and collaborative process set forth in the Restated and Revised MOU is the agreed upon means for the Members to do so and that strategic management of the implementation is a critical part of the approach.

- (a) As of the Effective Date, the Members, including City and County of San Francisco, have agreed on the initial overall assignment of tasks and requirements of the 2016 PIP, and the allocation of the associated funding, to individual Members including City and County of San Francisco, set forth in Attachment 1 for 2016.
- (b) As of the Effective Date, the Members, including City and County of San Francisco, have agreed on the initial assignment of tasks and requirements for individual programs in the 2016 PIP, and the allocation of the associated funding, to individual Members. If City and County of San Francisco has been assigned tasks, requirements and budgets for a particular program, then an attachment describing the corresponding scope of work and budget will be attached to this 2016 Agreement and numbered as follows:
 - (1) Single Family Scope of Work and Budget, Attachment 1A for 2016
 - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2016
 - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2016
 - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2016
 - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2016
 - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2016

- (c) The protocols for draw down of the capital funds for the Multifamily Capital Advance Program are set forth in Attachment 2 for 2015 and are not being amended herein.
- (d) The maximum hourly rates for each labor category for City and County of San Francisco's employees performing under this 2016 Agreement are set forth in Attachment 2 for 2016. City and County of San Francisco may invoice for the actual employee hours expended in performing under this 2016 Agreement at an hourly rate up to the maximum rate.
- (e)) City and County of San Francisco acknowledges that:
 - (1) Other Members, except ABAG, are third party beneficiaries of this 2016 Agreement;
 - (2) ABAG and each of the other Members will enter into an agreement comparable to this 2016 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2016 PIP and the associated allocation of funding set forth in Attachment 1 for 2016 and Attachments 1A through 1F, if any, and
 - (3) City and County of San Francisco is a third party beneficiary of each agreement described in subsection (b)(2).
- (f) As of the Effective Date, City and County of San Francisco is a signatory to the Restated and Revised MOU. City and County of San Francisco intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2016 Agreement.

3. Changes to 2016 PIP Implementation. Under the Restated and Revised MOU, City and County of San Francisco will work with the other Members to coordinate and collaborate on implementation of the 2016 PIP and to monitor 2016 PIP implementation. City and County of San Francisco agrees that the Members may, in accordance with the decision making process then in effect under the Restated and Revised MOU, make one or more changes to Attachments 1 for 2016 and/or Attachment 2 for 2016.

4. Implementation Process. City and County of San Francisco will implement the Assigned 2016 PIP in conformity with this 2016 Agreement and the 2016 Funding Agreement, including without limitation, the following provisions of the 2016 Funding Agreement:

- (a) applicable provisions of Exhibit A, Contingency Provisions, to the General Conditions,
- (b) section 2, Program Requirements, of the Specific Conditions,
- (c) section 6, Approval of Marketing Materials and Media that Include PG&E Name, Trademark or Logo, of the Specific Conditions, and
- (d) section 7, Substantiation of Claims Using PG&E's Logo, of the Specific Conditions.

5. Maximum Budget and Allocated Budget.

- (a) The initial Allocated 2016 Budget is Four-Hundred-Nine Thousand Two-Hundred and Fifty-Eight Dollars (\$409,258) as described in Attachment 1 for 2016.

- (b) To ensure that the Assigned 2016 PIP and Allocated 2016 Budget can be adjusted pursuant to this 2016 Agreement, the Maximum Budget that can be paid to City and County of San Francisco for implementing the Assigned 2016 PIP is set at One-Million Dollars (\$1,000,000).
- (c) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

- (a) ABAG will reimburse City and County of San Francisco based on time expended in implementing the Assigned 2016 PIP. The amount of the reimbursement will be based on the invoices submitted by City and County of San Francisco in accordance with subsection (c). City and County of San Francisco will not charge, and ABAG will not pay, any additional sums for work performed, except for allowed reimbursable costs.
- (b) City and County of San Francisco will be paid in arrears, based upon invoices submitted by City and County of San Francisco to ABAG. City and County of San Francisco will submit invoices for payment no more frequently than once monthly. ABAG will promptly review City and County of San Francisco's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. ABAG will pay City and County of San Francisco within ten (10) working days after receipt of payment from PG&E. Each invoice shall specify the hourly rates for the individuals, or categories of individuals, as the case may be, that are listed in Attachment 3 for 2016. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

7. Assurances and Warranties Regarding Implementation of 2016 PIP. City and County of San Francisco acknowledges that under the 2016 Funding Agreement, ABAG provided PG&E certain assurances and warranties regarding implementation of the 2016 PIP and that such assurance and warranties rest upon the actions of individual Members' implementation of their assigned tasks and requirements. City and County of San Francisco acknowledges that ABAG entered into the 2016 Funding Agreement and this Agreement and that each of the Members entered into an agreement comparable to this Agreement in reliance on City and County of San Francisco's representations and warranties.

- (a) City and County of San Francisco represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the Assigned 2016 PIP in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.
- (b) City and County of San Francisco warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the Assigned 2016 PIP with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Assigned 2016 PIP is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2016 Agreement and related specifications.

8. Infringement Protection. City and County of San Francisco represents to each of the other Members, including ABAG, that the material to be prepared under this 2016 Agreement will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. City and County of San Francisco agrees to indemnify and hold each of the other Members, the CPUC and PG&E (for the purposes of this section only, Indemnitees) harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against Indemnitees alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, City and County of San Francisco agrees, as soon as possible, to either procure for the affected Indemnitee(s) the right to continue using the material, replace the material with non-infringing material or modify it so it becomes noninfringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to the affected Indemnitee(s). City and County of San Francisco further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including City and County of San Francisco, acknowledge that under the 2016 Funding Agreement ABAG has agreed, on behalf of the Members, to indemnify, hold harmless and defend the CPUC and PG&E. In recognition of this obligation, City and County of San Francisco shall indemnify, hold harmless and defend the CPUC, PG&E and their respective members, affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees (for the purposes of this section only, Indemnitees), from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any:

(a) injury to or death of persons

(b) injury to property;

(c) violation of local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations;

(d) strict liability imposed by any law or regulation;

so long as such injury, violation, or strict liability (as set forth in subsections (a) - (d) above) arises from City and County of San Francisco's performance of, or failure to perform, this Agreement, however caused excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of the Indemnitees.

10. Termination. This Agreement will terminate effective December 31, 2016 or the date the 2016 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. City and County of San Francisco shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG in accordance with generally-accepted accounting principles. City and County of San Francisco shall permit authorized representatives of ABAG and/or PG&E or the CPUC to inspect, copy, and audit all data and

records of City and County of San Francisco relating to its performance of services under this Agreement. City and County of San Francisco shall maintain all such data and records in accordance with the requirement of the 2016 Funding Agreement.

12. Headings. The descriptive headings used in this 2016 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

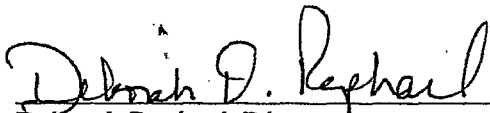
13. Governing Law. This 2016 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2016 Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this 2016 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2016 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, City and County of San Francisco has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

City and County of San Francisco

Dated: 1/15/16


Deborah Raphael, Director

Approved as to Form:

Name, Title

Association of Bay Area Governments

Dated: _____

Ezra Rapport, Executive Director

Approved as to form:

Kenneth K. Moy, Legal Counsel

APPENDIX "A"

**FUNDING AND IMPLEMENTATION AGREEMENT
BAYREN PROGRAM IMPLEMENTATION PLAN 2016**

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 2501322994 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007460 dated 02/11/2013 (the "MSA") between the below-named Contractor ("Contractor"), a Joint Powers Entity formed pursuant to California Government Code Section 6500 et seq., and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with

Contractor's Legal Name: Association of Bay Area Governments (ABAG)

This Contract Work Authorization consists of 3 pages and all Attachments and Exhibits indicated herein.

Contractor's Address: PO Box 2050
Oakland, CA 94604

Project Name: Bay Area Regional Energy Network (BayREN) – Single and Multi-family Incentive Payments

Job Location: Association of Bay Area Governments (ABAG) counties

WORK Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in the Specific Conditions of Parties Contract 4400007460.

This Contract Work Authorization represents the 2016 Annualized Program Budget per section 4.A.1 of the Specific Conditions of Parties Contract 4400007460 as set forth on the Exhibit C "2016 Annualized Program Incentive Budget".

This CWA is for purposes of Single and Multi-family Incentive Payments of the ABAG 2016 Program. This CWA payment terms are "Net Due Upon Receipt". The Time and Materials (T&M) portion of BayREN expenditures are covered under CWA No. 2501322995.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Exhibit C "2016 Annualized Program Incentive Budget"

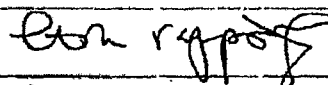
CWA TERM: This CWA is effective 1/1/2016 upon signature by both parties and expires on 12/31/2016. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 12/31/2016.

CONSIDERATION. As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor

TOTAL Not exceed \$5,750,000

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: Association of Bay Area Governments	
Signature	E-SIGNED by Dina Arellanes on 2016-01-06 19:46:26 GMT	Signature	
Name	Dina Arellanes	Name	Ezra Rappert
Title	Portfolio Manager, Sourcing	Title	Executive Director
Date	January 06, 2016	Date	1-6-16

Contract Work Authorization

CWA No. 2501322994

Page 2 of 3

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Represent	Jennifer Berg
Phone	415-973-8837	Phone	510-464-7947
Email	TCA2@pge.com	Email	jennb@abag.ca.gov
Accounting Reference			
PG&E Work Supervisor:	Leif Christiansen	Phone: 415-973-8843	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL invoice to: (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of invoice to:		
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 758-PAID (7243) or go to AP Web Reporting site at www.pge.com/apcpay . *Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

CWA No. 2501322994

**EXHIBIT C
2016 ANNUALIZED PROGRAM INCENTIVE BUDGET**

4A.1 2016 Program Budget for Bay Area Regional Energy Network Approved in CPUC Decision 13-09-044 and CPUC Decision 14-10-046

The aggregate total of PG&E payments for all Work authorized and completed under this Agreement for 2016 shall not exceed **\$5,750,000***, absent prior written approval from the Commission. The following budgets for the BayREN programs have been approved by the Commission for the 2016 program year.

2016 BayREN Incentive Budget

Program	Incentives
Single Family	\$2 000 000
Multi-family	\$3 750 000
Total	\$5,750,000

* This total budget only covers Incentive expenditures CWA 2510322995 is established for BayREN Time and Materials (T&M) expenditures.

The Parties will amend this Agreement in the first quarter of 2016 to indicate the additional amounts of unspent funds remaining from ABAG's original 2015 budget that will be available to ABAG for Work authorized and completed under this Agreement during 2016 as directed by the CPUC Energy Division and as mutually agreed upon by the Parties

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 2501322995 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007460 dated 02/11/2013 (the "MSA") between the below-named Contractor ("Contractor"), a Joint Powers Entity formed pursuant to California Government Code Section 6500 et seq., and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with

Contractor's Legal Name: Association of Bay Area Governments (ABAG)

This Contract Work Authorization consists of 3 pages and all Attachments and Exhibits indicated herein.

Contractor's Address: PO Box 2050
Oakland, CA 94604

Project Name: Bay Area Regional Energy Network (BayREN)

Job Location: Association of Bay Area Governments (ABAG) counties

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in the Specific Conditions of Parties Contract 4400007460.

This Contract Work Authorization represents the 2016 Annualized Program Budget per section 4.A.1 of the Specific Conditions of Parties Contract 4400007460 as set forth on the Exhibit C "2016 Annualized Program Time and Materials Budget".

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Exhibit C "2016 Annualized Program Time and Materials Budget"

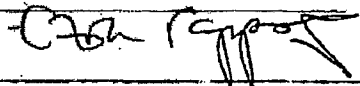
CWA TERM: This CWA is effective 1/1/2016 upon signature by both parties and expires on 12/31/2016. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 12/31/2016.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: Not exceed \$7,533,875.00

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: Association of Bay Area Governments	
Signature	E-SIGNED by Dina Arellanes on 2016-01-06 19:48:21 GMT	Signature	
Name	Dina Arellanes	Name	Ezra Rapoport
Title	Portfolio Manager, Sourcing	Title	Executive Director
Date	January 06, 2016	Date	1-6-16

Contract Work Authorization

CWA No. 2501322995

Page 2 of 3

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Represent	Jennifer Berg
Phone	415-973-6837	Phone	510-464-7947
Email	TCA2@pge.com	Email	jennybe@pge.com
Accounting Reference			
PG&E Work Supervisor:	Leif Christiansen	Phone: 415-973-8843	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL invoice to: (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7780 San Francisco, CA 94120-7780	
	Send COPY of invoice to:		
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/apcpay . *Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code NSD 245 MARKET ST. SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V P	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

CWA No. 2501322995

EXHIBIT C
2016 ANNUALIZED PROGRAM TIME AND MATERIALS BUDGET

4A.1 2016 Program Budget for Bay Area Regional Energy Network Approved in CPUC Decision 13-09-044 and CPUC Decision 14-10-046

The aggregate total of PG&E payments for all Work authorized and completed under this Agreement for 2016 shall not exceed \$7,533,875*, absent prior written approval from the Commission. The following budgets for the BayREN programs have been approved by the Commission for the 2016 program year.

**2016 BayREN Time and Materials
(T&M) Budget**

Program	T&M
Single Family	\$2,473,249
Multi-family	\$2,726,510
Commercial PACE	\$251,505
PAYS	\$361,146
Codes and Standards	\$1,274,513
Multi-family CAP	\$446,375
Total	\$7,533,875

* This total budget only covers Time and Materials (T&M) expenditures. CWA No. 2501322994 is established for incentives to ensure timely lump sum incentive payments.

The Parties will amend this Agreement in the first quarter of 2016 to indicate the additional amounts of unspent funds remaining from ABAG's original 2016 budget that will be available to ABAG for Work authorized and completed under this Agreement during 2016 as directed by the CPUC Energy Division and as mutually agreed upon by the Parties.

ATTACHMENT 1
FUNDING AND IMPLEMENTATION AGREEMENT
BAYREN PROGRAM IMPLEMENTATION PLAN 2016

Single Family Program

The Single Family Program will continue to implement the Energy Upgrade California™ Home Upgrade program in the nine Bay Area counties. Services offered through the Single Family program include:

- Marketing and outreach (regional and local)
- Targeted Audit Incentives for completed PG&E Advanced Home Upgrade program
- Home Upgrade Advisor
- Home Upgrade Rebate Program
- Contractor training, mentoring, and outreach

Task	Budget
Administration	\$341,926
Implementation	\$1,370,074
Marketing & Outreach	\$761,249
Incentives	\$2,000,000
Total	\$4,473,249

Agency	Budget
StopWaste	\$125,907
Contra Costa**	\$116,034
Marin	\$45,829
Napa	\$34,235
San Francisco	\$67,658
San Mateo	\$65,459
Santa Clara	\$325,409
Solano	\$46,805
Sonoma	\$57,713
ABAG*	Internal: \$166,000
	Contingency: \$20,000
	Misc./Unassigned: \$120,126
	Consultant: \$1,282,074
	Incentives: \$2,000,000
	Total: \$3,588,200

* Program Lead Link

** Program Rep Link

Multifamily Program

The BayREN members will provide services in their jurisdictions to support the BayREN **Multifamily** program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee. San Francisco will provide technical assistance to multifamily properties in the City and County of San Francisco.

Task	Budget
Administration	\$370,400
Implementation	\$2,165,700
Marketing & Outreach	\$190,500
Incentives	\$3,750,000
Total Non-Resource	\$6,476,600

Agency	Budget
StopWaste*	Non-incentives: \$1,904,300 Incentives: \$3,750,000 Total: \$5,654,300
Contra Costa	\$27,600
Marin	\$17,600
Napa	\$22,600
San Francisco	\$282,600
San Mateo	\$27,600
Santa Clara**	\$37,600
Solano	\$22,600
Sonoma	\$22,600
ABAG	\$361,500

* Program Lead Link

** Program Rep Link

Codes & Standards

The Codes and Standards program promotes an integrated, measurement-driven management process for enhancing energy code compliance. Members will assist with local trainings, regional forums and compliance assessment.

Task	Budget
Administration	\$171,500
Implementation	\$838,000
Marketing & Outreach	\$265,000
Total Non-Resource	\$1,274,500

Agency	Budget
StopWaste**	\$116,500
Contra Costa	\$31,000
Marin	\$29,000
Napa	\$29,000
San Francisco	\$30,000
San Mateo	\$30,000
Santa Clara	\$32,000
Solano	\$29,500
Sonoma	\$29,500
ABAG*	Internal: \$250,000
	Consultant: \$27,000
	Misc./Unassigned: \$626,000
	Total: \$918,000

* Program Lead Link

** Program Rep Link

Financing Multi-Family Capital Advance

Task	Budget
Administration	\$45,000
Implementation	\$0
Marketing & Outreach	\$21,875
Incentives	\$380,000
Total Non-Resource	\$446,875

Agency	Budget
StopWaste	\$31,875
Contra Costa	-
Marin	-
Napa	-
✓ San Francisco	-
San Mateo	-
Santa Clara	-
Solano	-
Sonoma	-
ABAG	Non-incentives: \$35,000 Loan Capital: \$380,000

Financing Commercial PACE

Task	Budget
Administration	\$36,800
Implementation	\$201,705
Marketing & Outreach	\$13,000
Total Non-Resource	\$251,505

Agency	Budget
StopWaste	\$700
Contra Costa	\$700
Marin	\$700
Napa	\$700
✓ San Francisco*	\$23,200
San Mateo	\$700
Santa Clara	\$700
Solano	\$700
Sonoma	\$700
ABAG	Admin: \$10,000
	Marketing: \$3,000
	Contingency: \$5,000
	Consultant: \$44,750
	Misc./Unassigned: \$159,955
	Total: \$222,705

* Program Lead Link

Financing
Pay as You Save™

Task	Budget
Administration	\$34,610
Implementation	\$257,085
Marketing & Outreach	\$69,451
Total Non-Resource	\$361,146

Agency	Budget
StopWaste**	\$10,800
Contra Costa	\$1,000
Marin	\$1,000
Napa	\$5,800
San Francisco	\$5,800
San Mateo	\$1,000
Santa Clara	\$1,000
Solano	\$1,000
Sonoma*	\$305,246
ABAG	\$28,500

* Program Lead Link

** Program Rep Link

Introduction Form

By a Member of the Board of Supervisors or the Mayor

I hereby submit the following item for introduction (select only one):

☒ 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Chapter Amendment)

☐ 2. Request for next printed agenda Without Reference to Committee.

☐ 3. Request for hearing on a subject matter at Committee.

☐ 4. Request for letter beginning "Supervisor [] inquires" *REPLACES IMPERATIVE FORM DATED 4-5-16*

☐ 5. City Attorney request.

☐ 6. Call File No. [] from Committee.

☐ 7. Budget Analyst request (attach written motion).

☐ 8. Substitute Legislation File No. []

☐ 9. Reactivate File No. []

☐ 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission

☐ Planning Commission ☐ Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Supervisor Scott Wiener

Subject:

Accept And Expend Grant – Association Of Bay Area Governments - \$609,258

The text is listed below or attached:

Resolution retroactively authorizing the Department of the Environment to accept and expend grant funds from the Association of Bay Area Governments in the amount of \$609,258 for 2015-2016 to perform various activities as part of a Bay Area Regional Energy Network program, an energy efficiency program for the term of July 31, 2015 through December 31, 2016.

Signature of Sponsoring Supervisor: *Scott Wiener*

For Clerk's Use Only:

msiW Mark