

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- 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  
Phone: (415) 355-3738  
Email: Lowell.Chu@sfgov.org

Effective Date: January 1, 2018

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), 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), County of Solano, (Solano), and Regional Climate Protection Authority (“RCPA”), on behalf of Sonoma County, (referenced collectively or generically as Members) that have entered into Restated and Revised Memorandum of Understanding with regards to the San Francisco Bay Area Regional Energy Network (MOU).
- B. CPUC Decision. On October 28, 2016 the California Public Utilities Commission (CPUC) issued D.15-10-028 (2016 Decision) approving, among other things, budget to fund implementation of activities through 2025. The Decision also directed Pacific Gas & Electric Company (PG&E) to enter into an annual contract with BayREN to provide funding for the activities identified in the existing Program Implementation Plan (PIP).
- C. Funding Agreement. Effective January 1, 2017, 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, 2017 Funding Agreement), attached as Appendix A for 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to SF in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to SF in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 Agreement.
- (c) 'Incentives' means the funds available to pay property owners or contractors upon successful completion of an approved energy efficiency project that meets the requirements of the PIP.
- (d) 'Guarantees' means the funds available for allocation to lending institutions as security against defaults on eligible energy efficiency loans pursuant to the 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 PIP.

2. PIP Implementation. All Members, including SF, agree that the primary purpose of this 2018 Agreement is to successfully implement the 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 SF, have agreed on the initial overall assignment of tasks and requirements of the PIP, and the allocation of the associated funding, to individual Members including SF, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including SF, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If SF 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
- (c) The maximum hourly rates for each labor category for SF's employees performing under this 2018 Agreement are set forth in Attachment 2 for 2018. SF may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.
- (d) SF acknowledges that:
  - (1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;

(2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and

(3) SF is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, SF is a signatory to the Restated and Revised MOU. SF intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

3. Changes to PIP Implementation. Under the Restated and Revised MOU, SF will work with the other Members to coordinate and collaborate on implementation of the PIP and to monitor PIP implementation.

4. Implementation Process. SF will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Four-Hundred, Fifty-Eight Thousand Seventeen Dollars (\$458,017) as described in Attachment 1.

(b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

(a) ABAG will reimburse SF based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by SF in accordance with subsection (c). SF will not charge, and ABAG will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) SF will be paid in arrears, based upon invoices submitted by SF to ABAG. SF will submit invoices for payment no more frequently than once monthly. ABAG will promptly review SF's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. ABAG will pay SF 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 2 for 2018. The invoice will

separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

7. Assurances and Warranties Regarding Implementation of PIP. SF acknowledges that under the 2017 Funding Agreement, ABAG provided PG&E certain assurances and warranties regarding implementation of the PIP and that such assurance and warranties rest upon the actions of individual Members' implementation of their assigned tasks and requirements. SF acknowledges that ABAG entered into the 2017 Funding Agreement and this Agreement and that each of the Members entered into an agreement comparable to this Agreement in reliance on SF's representations and warranties.

(a) SF represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 SOW in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.

(b) SF warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 SOW 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. SF represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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. SF 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, SF 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). SF further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including SF, acknowledge that under the 2017 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, SF 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 SF'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. SF shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG in accordance with generally-accepted accounting principles. SF shall permit authorized representatives of ABAG and/or PG&E or the CPUC to inspect, copy, and audit all data and records of SF relating to its performance of services under this Agreement. SF shall maintain all such data and records in accordance with the requirement of the 2017 Funding Agreement.

12. Headings. The descriptive headings used in this 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, SF 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: \_\_\_\_\_

\_\_\_\_\_  
Deborah Raphael  
Director  
San Francisco Department of Environment

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to Legal Form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel

J:\CONTRACT\Contracts-New\CON 17-18\ABAG\Energy\BayREN\Calendar Year 2018\San Francisco\BayREN  
Implementation Agreement 2018 SFE final.docx

**APPENDIX A for 2018**

**FUNDING AND IMPLEMENTATION AGREEMENT**

**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

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## Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No.2 to Contract Work Authorization No. 2501322994 dated 01/06/2016 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 California corporation, 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, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

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

This Change Order consists of 2 pages.

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: Various PG&E Territories

**CHANGES:** The Parties hereby modify the Contract Work Authorization referenced above as follows:

This Change Order 1 does the following:

1. Revises the value of the CWA per Pricing Changes below;
2. Extends the Term date of the CWA until 12/31/2019.

**ATTACHMENTS:** The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. N/A

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

PRICING CHANGES:		
Previous Total CWA Value:		\$ 9,450,000
Addition or Deduction:		\$26,550,000
Revised Total CWA Value:		\$36,000,000

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: Association of Bay Area Governments (ABAG)	
Signature	e-Signed by Steve Coleman on 2017-01-17 17:52:14 GMT	Signature	
Name	Steven Coleman	Name	Brad Paul
Title	Senior Director, Sourcing	Title	Acting Executive Director
Date	January 17, 2017	Date	1/4/17





ADMINISTRATION			
PG&E Negotiator	Ana Milena Gergen	Contractor Representative	Jennifer Berg
Phone		Phone	(415) 820-7947
Email:	A4g2@pge.com	Email:	JennyB@abag.ca.gov
Accounting Reference			

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



## Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 3 to Contract Work Authorization No. 2501322995 dated 01/06/2016 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 California corporation, 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, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

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

This Change Order consists of 2 pages.

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

Project Name: Bay Area Regional Energy Network (BayREN)

Job Location: Various PG&E Territories

**CHANGES:** The Parties hereby modify the Contract Work Authorization referenced above as follows:

This Change Order 1 does the following:

1. Revises the value of the CWA per Pricing Changes below;
2. Extends the Term date of the CWA until 12/31/2019.

**ATTACHMENTS:** The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. N/A

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

PRICING CHANGES:		
	Previous Total CWA Value:	\$ 8,548,522
	Addition or Deduction:	\$23,061,000
	Revised Total CWA Value:	\$31,609,522

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: Association of Bay Area Governments (ABAG)	
Signature	e-Signed by Steve Coleman on 2017-01-12 02:44:36 GMT	Signature	
Name	Steve Coleman	Name	Brad Paul
Title	Sr. Sourcing Director	Title	Acting Executive Director
Date	January 12, 2017	Date	1/4/17





ADMINISTRATION			
PG&E Negotiator	Ana Milena Gergen	Contractor Representative	Jennifer Berg
Phone		Phone	(415) 820-7947
Email:	A4g2@pge.com	Email:	JennyB@abag.ca.gov
Accounting Reference			

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	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

**ATTACHMENT 1 for 2018**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

# Single-Family Program

The **Single Family** Program will continue to implement the Energy Upgrade California™ Home Upgrade program in the nine Bay Area counties. Home Upgrade helps you identify ways to strengthen a home’s energy efficiency, including teaching homeowners how heating, air conditioning, insulation, water, and other systems work together and which improvements will most effectively improve a home’s comfort and reduce energy consumption.

Home Upgrade has a network of specially trained Participating Contractors in the Bay Area. 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

Single Family Program					Attachment 1A
Agency	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$198,260	\$1,113,409	\$88,500	\$5,025,000	<b>\$6,425,169.00</b>
County of Alameda	\$25,000	\$75,000	\$106,966	-	<b>\$206,966.00</b>
County of Contra Costa	\$15,000	-	\$58,593	-	<b>\$73,593.00</b>
County of Marin	\$15,000	-	\$26,888	-	<b>\$41,888.00</b>
County of Napa	\$15,000	-	\$15,294	-	<b>\$30,294.00</b>
County of San Francisco	\$15,000	-	\$48,717	-	<b>\$63,717.00</b>
County of San Mateo	\$15,000	-	\$46,518	-	<b>\$61,518.00</b>
County of Santa Clara	\$15,000	\$22,000	\$136,468	-	<b>\$173,468.00</b>
County of Solano	\$15,000	-	\$27,864	-	<b>\$42,864.00</b>
County of Sonoma	\$15,000	-	\$38,772	-	<b>\$53,772.00</b>
<b>2018 Initial Budget</b>	<b>\$343,260.00</b>	<b>\$1,210,409.00</b>	<b>\$594,580.00</b>	<b>\$5,025,000.00</b>	<b>\$7,173,249.00</b>

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*

## Multifamily Program

Energy Upgrade California’s Bay Area Multifamily Building Enhancements offers cash rebates and no-cost energy consulting for multifamily properties that undertake energy and water upgrades. The program assists in planning energy saving improvements designed to save 15% or more of a building’s energy and water usage and provides \$750 per unit in rebates to help pay for the upgrade. The program is open to multifamily buildings with five or more attached dwelling units in the nine county Bay Area.

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.

Multifamily Program					Attachment 1B
Agency	Budget Category				Program Total
	<i>Administration</i>	<i>Implementation</i>	<i>Marketing &amp; Outreach</i>	<i>Incentives</i>	
ABAG	\$246,000	\$95,000	\$8,000	-	<b>\$349,000.00</b>
County of Alameda	\$25,600	\$1,811,700	\$75,500	\$3,750,000	<b>\$5,662,800.00</b>
County of Contra Costa	\$15,600	-	\$10,000	-	<b>\$25,600.00</b>
County of Marin	\$15,600	-	-	-	<b>\$15,600.00</b>
County of Napa	\$15,600	-	\$5,000	-	<b>\$20,600.00</b>
County of San Francisco	\$15,600	\$275,000	\$15,000	-	<b>\$305,600.00</b>
County of San Mateo	\$15,600	-	\$10,000	-	<b>\$25,600.00</b>
County of Santa Clara	\$15,600	-	\$15,000	-	<b>\$30,600.00</b>
County of Solano	\$15,600	-	\$5,000	-	<b>\$20,600.00</b>
County of Sonoma	\$15,600	-	\$5,000	-	<b>\$20,600.00</b>
<b>2018 Initial Budget</b>	<b>\$396,400.00</b>	<b>\$2,181,700.00</b>	<b>\$148,500.00</b>	<b>\$3,750,000.00</b>	<b>\$6,476,600.00</b>

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*

## Codes & Standards Program

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. The program’s goals include:

- Examine existing energy code compliance rates in the Bay Area
- Assist in the creation and sharing of best practices for increasing compliance with Energy Code and Green Building standards
- Direct Bay Area building professionals to existing trainings and create additional trainings where gaps exist
- Promote “reach codes” that strengthen local agency efforts to improve energy efficiency standards and encourage greater use of renewable and sustainable materials in building construction

BayREN trainings are designed to educate both local officials and the private sector building community in key aspects of code compliance and enforcement. Training topics are offered as a series and each training series addresses specific energy code compliance strategies and best practices. Trainings can be delivered as one 60-90 minute Short Course or as a 3-4 hour Long Course.

Codes & Standards Program					Attachment 1C
Agency	Budget Category				Program Total
	<i>Administration</i>	<i>Implementation</i>	<i>Marketing &amp; Outreach</i>	<i>Incentives</i>	
ABAG	\$133,200	\$890,000	-	-	<b>\$1,023,200.00</b>
County of Alameda	\$6,700	\$29,000	-	-	<b>\$35,700.00</b>
County of Contra Costa	\$2,700	\$25,000	-	-	<b>\$27,700.00</b>
County of Marin	\$2,700	\$29,000	-	-	<b>\$31,700.00</b>
County of Napa	\$2,700	\$25,000	-	-	<b>\$27,700.00</b>
County of San Francisco	\$2,700	\$57,000	-	-	<b>\$59,700.00</b>
County of San Mateo	\$2,700	\$29,000	-	-	<b>\$31,700.00</b>
County of Santa Clara	\$2,700	\$27,000	-	-	<b>\$29,700.00</b>
County of Solano	\$2,700	\$25,000	-	-	<b>\$27,700.00</b>
County of Sonoma	\$2,700	\$27,000	-	-	<b>\$29,700.00</b>
<b>2018 Initial Budget</b>	<b>\$161,500.00</b>	<b>\$1,163,000.00</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,324,500.00</b>

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*

# Financing Programs

## Commercial Property Assessed Clean Energy (PACE)

Property Assessed Clean Energy was first piloted in the City of Berkeley in 2008 as a way to help property owners install more clean energy projects, such as high efficiency HVAC and solar panels, by overcoming the high "first-cost" barrier. PACE programs allow qualified property owners in a community to obtain affordable, long-term financing for energy efficiency, renewable energy, and water conservation improvements, and repay it through their secured property tax bills. The PACE structure builds on decades of land-secured financing experience and provides security to project investors, enabling easy access to capital at competitive rates and longer payment periods than traditional loans.

PACE also offers many advantages over other types of financing for clean energy projects:

- PACE is a customer-oriented program, with an emphasis on quality projects, highly trained contractors, and unique consumer protection measures.
- If a property owner has a positive payment history for the mortgage and property taxes, and has equity in the property, they probably qualify for PACE.
- Application processes are simple and straightforward, and approvals are quick.
- Under State law, a PACE assessment automatically stays with the property upon transfer of ownership.

Commercial PACE					Attachment 1D
Agency/Program	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$25,000	\$191,705	\$5,000	-	\$221,705.00
County of Alameda	\$1,700	-	-	-	\$1,700.00
County of Contra Costa	\$700	-	-	-	\$700.00
County of Marin	\$700	-	-	-	\$700.00
County of Napa	\$700	-	-	-	\$700.00
County of San Francisco	\$5,700	\$17,500	-	-	\$23,200.00
County of San Mateo	\$700	-	-	-	\$700.00
County of Santa Clara	\$700	-	-	-	\$700.00
County of Solano	\$700	-	-	-	\$700.00
County of Sonoma	\$700	-	-	-	\$700.00
<b>2018 Initial Budget</b>	<b>\$37,300.00</b>	<b>\$209,205.00</b>	<b>\$5,000.00</b>	<b>\$0</b>	<b>\$251,505.00</b>

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*

# Financing Programs

## Pay As You Save (PAYS)

The BayREN PAYS® (Pay As You Save®) program is a joint effort of Bay Area cities and counties and their water agencies to partner in the implementation of a unique on-bill program that allows municipal water utility customers to pay for efficiency improvements through a monthly charge attached to their meter, with no up-front costs and the assurance that their utility bill savings will exceed the program charge.

PAYS on-bill programs certify contractors and products to deliver projects that will produce enough customer bill savings to cover the costs of installation, capital, and program management. An independent Program Operator typically supports the Utility with Contractor oversight and project quality assurance activities to ensure proper measure installation and provide for data tracking and reporting. The Utility may use internal resources, or a third-party Capital Provider, to fund the up-front costs of measures. All program costs are paid back over time by the Customer.

With PAYS, utilities can rapidly increase customer participation in resource efficiency programs with minimal cost and risk to the utility. PAYS can help utilities:

- Serve all types of customers (single and multifamily, commercial, and municipal)
- Increase program effectiveness to meet or exceed program goals
- Free up existing rebate funds so they can be used for more strategic purposes

PAYS					Attachment 1E
Agency/Program	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$25,000	\$8,800	-	-	\$33,800.00
County of Alameda	\$2,000	\$4,800	-	-	\$6,800.00
County of Contra Costa	\$1,000	-	-	-	\$1,000.00
County of Marin	\$1,000	-	-	-	\$1,000.00
County of Napa	\$1,000	\$4,800	-	-	\$5,800.00
County of San Francisco	\$1,000	\$4,800	-	-	\$5,800.00
County of San Mateo	\$1,000	-	-	-	\$1,000.00
County of Santa Clara	\$1,000	-	-	-	\$1,000.00
County of Solano	\$1,000	-	-	-	\$1,000.00
County of Sonoma	\$1,610	\$232,885	\$69,451	-	\$303,946.00
<b>2018 Initial Budget</b>	<b>\$35,610.00</b>	<b>\$256,085.00</b>	<b>\$69,451.00</b>	<b>\$0</b>	<b>\$361,146.00</b>

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*

# Financing Programs

## Multifamily Capital Advance

Multifamily property owners can access zero percent interest capital to make energy efficiency improvements to multifamily buildings located within the Bay Area. The BAMCAP program works collaboratively with its customers and Participating Lenders to establish the appropriate collateral structure for each transition. Each Participating Lender has a different minimum loan amount.

The program’s share of the financing is limited to no more than 50% of the cost of the approved scope of work minus any program incentives. In addition, the share of the financing is up to \$5,000 per unit or \$500,000 per project, whichever is less.

In order to benefit from BAMCAP, your lender must agree to participate in the program. The program consultants will work with you to develop a qualifying scope. Scopes that qualify for the BAMBE cash rebate or for PG&E's Multifamily Upgrade Program will qualify for this financing offer.

Multifamily Capital Advance		Attachment 1F for Energy Council			
Agency/Program	Budget Category				Program Total
	<i>Administration</i>	<i>Implementation</i>	<i>Marketing &amp; Outreach</i>	<i>Incentives</i>	
ABAG	\$50,000	\$790,000	-	-	<b>\$840,000.00</b>
County of Alameda	\$60,000	-	\$50,000	-	<b>\$110,000.00</b>
County of Contra Costa	-	-	-	-	<b>\$0</b>
County of Marin	-	-	-	-	<b>\$0</b>
County of Napa	-	-	-	-	<b>\$0</b>
County of San Francisco	-	-	-	-	<b>\$0</b>
County of San Mateo	-	-	-	-	<b>\$0</b>
County of Santa Clara	-	-	-	-	<b>\$0</b>
County of Solano	-	-	-	-	<b>\$0</b>
County of Sonoma	-	-	-	-	<b>\$0</b>
<b>2018 Initial Budget</b>	<b>\$110,000.00</b>	<b>\$790,000.00</b>	<b>\$50,000.00</b>	<b>\$0</b>	<b>\$950,000.00</b>

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*

**ATTACHMENT 1A for 2018**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

**ATTACHMENT 1A for 2018**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Single Family Program**

**Budget NTE: \$63,717**

The BayREN Counties will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family homeowners; contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for San Francisco is \$63,717. Tasks below are based on local budget and capacity to deliver services.

**1. Admin - Cross Link for City and County of San Francisco**

**Purpose:** Representing City and County of San Francisco context within BayREN

**Role Accountabilities:**

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of San Francisco's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of San Francisco stakeholders
- Communicating with San Francisco's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other San Francisco programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
- Implementing BayREN communication strategies in San Francisco

**2. Marketing & Outreach – Single Family Local Outreach**

**Purpose:** Support the Single Family program at the county level

**Role Accountabilities:**

- Provide program support and information to potential and participating contractors.
- Organize one realtor networking event to promote Home Upgrade
- Coordinate tabling and outreach at five events
- Organize two homeowner workshops to promote Home Upgrade and participating contractors
- Establish five partnerships with local organizations to promote Home Upgrade
- Create and/or maintain stakeholder partnerships such as local cities, Energy Watch programs, Marin Clean Energy and Community Based Organizations to assist in outreach of the program
- Printing of program collateral
- Collaborate with Home Upgrade Advisor by sending four emails for lead generation
- Hosting program information on local website(s)
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Reporting on best and highest performing activities to the Single Family Circle
- Analyzing local program performance to identify gaps and recommendations to Program Lead

**Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$15,000.00
Implementation	\$0.00
Marketing & Outreach	\$48,717.00
Total	\$63,717.00

**ATTACHMENT 1B for 2018**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

**ATTACHMENT 1B for 2018**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Multifamily Program**  
**Budget NTE: \$305,600**

Each of the BayREN participating members, including San Francisco, 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 and Coordinating Circle. The total budget for San Francisco is \$305,600.

**1. Admin - Cross Link for City and County of San Francisco**

**Purpose:** Representing City and County of San Francisco context within BayREN

**Role Accountabilities:**

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of City and County of San Francisco's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of City and County of San Francisco stakeholders
- Communicating with City and County of San Francisco's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other City and County of San Francisco programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.

- Implementing BayREN communication strategies in City and County of San Francisco

## **2. Implementation – Multifamily Technical Assistance**

**Purpose:** Provide excellent customer service and value to property owners while maximizing energy savings from projects.

**Role Accountabilities:**

- Maintaining consistency of service between technical assistance providers
- Ensuring that program meets projected energy savings targets
- Advising and assisting property owners in developing eligible scopes of work
- Referring property owners to other programs
- Developing and refining program software tools
- Conducting onsite surveys of potential projects and quality assurance on completed projects
- Delivering training for multifamily contractors

## **3. Marketing and Outreach – Local Outreach**

**Purpose:** Support the multifamily program at the county level

**Role Accountabilities:**

- Recruiting property owners and contractors through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
- Planning and organization of three local outreach activities
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
- Hosting program information on local website(s) and suggesting local media and social media outlets for program content
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Gathering information needed for assembling workable multifamily property owner contact lists
- Reporting on best and highest performing activities to the Multifamily Circle
- Coordinating with local jurisdictions on ways to recognize past multifamily program participants.
- Supporting lead link with market analysis studies by providing outreach data requested
- Working with local jurisdictions to distribute case study content through available media (press releases, websites, newsletters, social media, etc.)

## Budget

<b>Task</b>	<b>Budget</b>
Administration	\$15,600.00
Implementation	\$275,000.00
Marketing & Outreach	\$15,000.00
Total	\$305,600.00

**ATTACHMENT 1C for 2018**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

**ATTACHMENT 1C for 2018**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Codes & Standards Program**  
**Budget NTE: \$59,700**

The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes & Standards Program. These tasks include: coordination with the BayREN Codes and Standards Committee and Coordinating Circle; promotion of trainings, over the counter and electronic compliance improvement tools, regional forums, and reach code and zero net energy (ZNE) policy resources; and engagement with the Bay Area chapters of the International Code Council (ICC), City and County Board of Supervisors, local governments within their respective County and other key stakeholders (local contractor and building professional groups/associations, property owner and building operator associations, etc.). The total budget for San Francisco is \$59,700. Tasks below are assigned based on local budget and capacity to deliver services.

**1. Admin - Cross Link for City and County of San Francisco**

**Purpose:** Representing City and County of San Francisco context within BayREN

**Role Accountabilities:**

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of City and County of San Francisco's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of City and County of San Francisco stakeholders
- Communicating with City and County of San Francisco's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other City and County of San Francisco programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes

- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
- Implementing BayREN communication strategies in City and County of San Francisco

## **2. Implementation – Local Outreach**

**Purpose:** Support the Codes & Standards program at the county level

**Role Accountabilities:**

- Communicating with County of San Francisco stakeholders about BayREN programs and activities
- Seeking to understand tensions conveyed by any of County of San Francisco stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of San Francisco stakeholders
- Coordinating with local Energy Watch/Local Government Partnership and other County programs
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective- building, etc.
- Providing email, phone and other marketing for regional forum events
- Recruiting local governments for hosting trainings from the BayREN curriculum or specialty trainings developed in the program
- Researching, supporting, and advocating for specific energy policy at the local government level
- Providing local coordination and assistance in follow up for jurisdictions that may benefit from or be interested in BayREN compliance improvement tools
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Reporting on best practices and highest performing activities to the Codes and Standards Committee
- Analyzing local program performance to identify gaps and recommendations to Program Lead

### **Implementation - Reach Codes Subcommittee**

**Purpose:** Support C&S program reach code activities

**Role Accountabilities:**

- Participate in reach codes committee and manage ZNE pilot program

### **Implementation – Zero Net Energy (ZNE)**

**Purpose:** Support outcome-based Energy Code utilizing Zero Energy Performance Index (zEPI)

**Role Accountabilities:**

- Provide review and oversight of Consultant work to:

- Review work products to date with the BayREN Reach Code committee. Existing products include: ZEPI scoring methodology expansion to municipal buildings; ZEPI targets for Title 24 2016 in Climate Zones 2, 3, 4, and 12; an online tool for setting energy performance targets, gauging rough feasibility of site ZNE, and verifying whether performance goals were met; research report and literature review; example reach code language, and checklists for review at design and operational reporting stages. Each of these components are prototypes - sufficient for demonstration and refinement.
- Test the ZEPI target-setting method on 10+ non-residential and multifamily buildings permitted under the 2016, 2013, or 2008/2010 Energy Standards.
- Revise example reach code language based on peer input from BayREN jurisdiction staff, to provide a regional policy template.
- Identify necessary improvements to the BayREN Energy Performance Target-setting and Performance Verification tool, and implement such improvements as both mutually agreed upon and consistent with the project budget.
- Lead/facilitate a presentation on an outcome based policy option at a BayREN Forum.
- Lead/facilitate a presentation on zEPI and outcome based reach code to CEC, Build It Green, and USGBC for technical feedback.
- Refine and test zEPI for the purpose of outcome based energy codes.

**Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$2,700.00
Implementation	\$57,000.00
Marketing & Outreach	\$0.00
<b>Total</b>	<b>\$59,700.00</b>

**ATTACHMENT 1D for 2018**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

**ATTACHMENT 1D for 2018**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Commercial PACE Program**  
**Budget NTE: \$23,200**

The City and County of San Francisco will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle, as well as providing regulatory participation. The total budget is \$23,200.

**1. Admin - Lead Link for City and County of San Francisco**

**Purpose:** Optimize regional Commercial PACE program performance

**Role Accountabilities:**

- Allocating Commercial PACE resources incorporating the input from circle members
- Assigning Commercial PACE roles, monitoring fit for role, providing feedback to enhance fit and removing Partners from roles incorporating the input from circle members
- Assessing and defining priorities and strategies for the Commercial PACE Circle incorporating the input from circle members
- Defining and assigning metrics for the Commercial PACE Circle
- Assuring circulation of regulatory, legislative, and financial trends, developments, and opportunities in the Commercial PACE environment
- Communicating tactics, tools, and case studies to the Commercial PACE Circle
- Managing regional implementation and marketing of the Commercial PACE Program Circle decisions

**2. Implementation – Commercial PACE Implementation**

**Purpose:** Coordination and relationship building with Commercial PACE providers and local governments, and development of partnerships with a focus on project origination and successful implementation.

**Role Accountabilities:**

- Coordination with Commercial PACE providers
- Assisting ABAG/MTC with consultant procurement
- Overseeing and managing sub-program work plan and performance monitoring
- Outreach to local governments about Regional Collaborative Services Agreement, and increase local government and PACE administrator participation

## Budget

<b>Task</b>	<b>Budget</b>
Administration	\$5,700.00
Implementation	\$17,500.00
Marketing & Outreach	\$0.00
Total	\$23,200.00

**ATTACHMENT 1E for 2018**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

**ATTACHMENT 1E for 2018**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN PAYS™ Program**  
**Budget NTE: \$5,800**

San Francisco will provide local partner utility support for implementation and marketing in its capacity for PAYS Local Outreach. San Francisco will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is \$5,800.

**1. Admin - Cross Link for City and County of San Francisco**

**Purpose:** Representing City and County of San Francisco context within BayREN

**Role Accountabilities:**

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of City and County of San Francisco's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of City and County of San Francisco stakeholders
- Communicating with City and County of San Francisco's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other City and County of San Francisco programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
- Implementing BayREN communication strategies in City and County of San Francisco

**2. Implementation – PAYS Local Outreach**

**Purpose:** Support the PAYS program at the county level

**Role Accountabilities:**

- Participating in PAYS planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one PAYS Program Circle
- Serving as a local contact for PAYS utilities in the County for questions about BayREN
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Supporting PAYS partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders

**Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$1,000.00
Implementation	\$4,800.00
Marketing & Outreach	\$0.00
Total	\$5,800.00

**ATTACHMENT 2 for 2018**

**FUNDING AND IMPLEMENTATION AGREEMENT**

**BAYREN PROGRAM IMPLEMENTATION PLAN 2018**

**Attachment 2 for 2018**

**Napa County**

**January 1, 2018 to December 31, 2018**

<b>Organization</b>	<b>Labor Category</b>	<b>Not to Exceed Billing Rate (\$/hr)</b>
Napa County	Environmental Resource Specialist	\$90.52
Napa County	Director of Public Works	\$233.60
Napa County	Natural Resources Conservation Manager	\$123.08

\*\*\* These are fully loaded rates Including salary, benefits and overhead.