

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2019**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND CITY AND COUNTY OF SAN FRANCISCO

- A. Parties. The parties to this Agreement (Agreement) are the Association of Bay Area Governments (ABAG), whose address is 375 Beale Street, Suite 700, San Francisco, CA 94105, and the City and County of San Francisco, whose address is City and County of San Francisco, 1455 Market St., Suite 1200, San Francisco, CA 94103.
- B. 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).
- C. 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 budget was reaffirmed by the CPUC in D.18-05-041, issued on June 5, 2018. These Decision also directed Pacific Gas & Electric Company (PG&E) to enter into an annual contract with ABAG to provide funding for the activities identified in the existing and revised BayREN Program Implementation Plans (PIP).
- D. ABAG-PG&E 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). Contract Work Authorization No.C6252, CO 6 provides BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2019 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to the City and County of San Francisco in this Agreement as it may be modified from time to time under this Agreement.
- (b) '2019 Allocated Budget' means the funds available under the Agreement that are initially allocated to the City and County of San Francisco in this Agreement for implementing the Assigned 2019 SOW as it may be modified from time to time under this 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) '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 the City and County of San Francisco, agree that the primary purpose of this Agreement is to successfully implement the PIP that the coordinated and collaborative process set forth in the Restated and Revised MOU, executed by all BayREN Members in 2015, 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) The Members, including the City and County of San Francisco, 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 the City and County of San Francisco, set forth in Attachment I for 2019.
- (b) The Members, including the City and County of San Francisco, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2019 SOWs, and the allocation of the associated funding, to individual Members. The City and County of San Francisco has been assigned tasks, requirements and budgets for a particular program. An attachment describing the corresponding scope of work and budget is attached to this Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2019
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2019
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2019
  - (4) Commercial Scope of Work and Budget, Attachment 1D for 2019
  - (5) Water Bill Savings Program Scope of Work and Budget, Attachment 1E for 2019
  - (6) Green Labeling Program Scope of Work and Budget, Attachment 1F for 2019
- (c) The maximum hourly rates for each labor category for the City and County of San Francisco's employees performing under this Agreement are set forth in Attachment 2 for 2019. The City and County of San Francisco may invoice for the actual employee hours expended in performing under this Agreement at an hourly rate up to the maximum rate.
- (d) The City and County of San Francisco acknowledges that:

- (1) Other Members, except ABAG, are third party beneficiaries of this Agreement;
- (2) ABAG and each of the other Members will enter into an agreement comparable to this Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2019 PIP and the associated allocation of funding set forth in Attachment 1 for 2019 and Attachment 1A through Attachment 1F, if any, and

(e) The City and County of San Francisco is a signatory to the Restated and Revised MOU. The City and County of San Francisco intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this Agreement.

3. Maximum Budget and Allocated Budget.

(a) The initial Allocated 2019 Budget for the City and County of San Francisco is Two Million, Nine-Hundred Forty-Eight Thousand, Three Hundred Thirty-One Dollars (\$2,948,331) as described in Attachment 1.

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

4. Reimbursement Process.

(a) Pursuant to contract for services dated May 30, 2017, the Metropolitan Transportation Commission (MTC), will reimburse the City and County of San Francisco based on time expended in implementing the 2019 SOWs. The amount of the reimbursement will be based on the invoices submitted by the City and County of San Francisco. The City and County of San Francisco will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) The City and County of San Francisco will be paid in arrears, based upon invoices submitted by County of San Francisco to MTC. The City and County of San Francisco will submit invoices for payment no more frequently than once monthly. MTC will promptly review the City and County of San Francisco's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay the 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 2 for 2019. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

5. Assurances and Warranties Regarding Implementation of PIP. The City and County of San Francisco acknowledges that under the 2019 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. The City and County of San Francisco acknowledges that ABAG entered into the 2019 Funding Agreement and this Agreement and that each of the Members entered into an agreement comparable to this Agreement in reliance on the City and County of San Francisco's representations and warranties.

- (a) The 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 2019 SOWs in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.
- (b) The 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 2019 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 2019 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Agreement and related specifications.

6. Infringement Protection. The City and County of San Francisco represents to each of the other Members, including ABAG, that the material to be prepared under this 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. The 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, the 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). The City and County of San Francisco further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

7. Indemnification. All Members, including the City and County of San Francisco, acknowledge that under the 2019 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, the City and County of San Francisco shall indemnify, hold harmless and defend ABAG, the CPUC, PG&E and their respective members, affiliates, subsidiaries, parent company, commissioners, 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 the 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.

8. Termination. This Agreement will terminate effective December 31, 2019 or the date the 2019 Funding Agreement is terminated, whichever occurs earlier.

9. Records/Audit. The City and County of San Francisco shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. The City and County of San Francisco shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of the City and County of San Francisco relating to its performance of services under this Agreement. The City and County of San Francisco shall maintain all such data and records in accordance with the requirement of the 2019 Funding Agreement.

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


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

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

IN WITNESS WHEREOF, the 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: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors  
Dated: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Deputy County Counsel

Association of Bay Area Governments

Dated: 1/10/19

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

Approved as to form:

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

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**ATTACHMENT 1A for 2019**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Single Family Program**

**Budget NTE: \$89,204**

The BayREN Counties will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family residents (homeowners and renters); contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for the City and County of San Francisco is \$89,204. 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 the 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 the City and County of San Francisco stakeholders to the Coordinating Circle
- 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 a member has been selected by its County to act on its behalf
- Ensuring that the 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 the City and County of San Francisco

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

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

**Role Accountabilities:**

- Providing program support and information to potential and participating contractors active within the County
- Establishing five (5) partnership with a local organization to promote the Program
- Conduct two (2) direct mail campaigns and obtain one (1) mortgage, refinance, or similar mailing list
- Conduct one (1) media buy for social, digital, and/or out of home ads
- Organize two (2) homeowner workshops to promote Home Upgrade and Participating Contractors
- Coordinate two (2) presentations to homeowner community groups, organizations, and/or employers
- Creating and/or maintaining stakeholder partnerships such as local cities, Energy Watch programs, CleanPowerSF and Community Based Organizations to assist in outreach of the Program
- Printing of program collateral
- Collaborating with Home Energy Advisor by sending four (4) emails for lead generation
- Hosting program information on local website(s) and County social media platforms
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Providing Program Lead information on all planned Program related events in the County
- Reporting on best and highest performing activities to the Single Family Coordinating Circle
- Reporting on any unsuccessful strategies to the Coordinating Circle
- Analyzing local Program performance to identify gaps and recommendations to Program Lead
- Coordinating with Rising Sun to identify not-yet-reached communities in the County
- Sharing with the Single Family Coordinating Circle Program marketing material developed by the County
- Aid in the development of updated marketing strategies, messaging, creative, and collateral as needed for the new 2019 program design
- Ensure audience cultural and language needs are accommodated with appropriate translation and messaging



**Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$14,000.00
Implementation	\$0.00
Marketing & Outreach	\$75,204
<b>Total</b>	<b>\$89,204</b>

**ATTACHMENT 1B for 2019**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Multifamily Program**  
**Budget NTE: \$377,000**

Each of the BayREN participating members, including the City and County of 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 the City and County of San Francisco is \$377,000.

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

**Purpose:** Representing the 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's 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 the 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 two 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	\$12,000.00
Implementation	\$350,000.00
Marketing & Outreach	\$15,000.00
<b>Total</b>	<b>\$377,000.00</b>

**ATTACHMENT 1C for 2019**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Codes & Standards Program**  
**Budget NTE: \$95,500**

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 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 \$95,500. 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 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's 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 a member has been selected by a 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
- Implementing BayREN communication strategies in City and County of San Francisco
- Attending and participating in BayREN Coordinating Circle and Committee calls and meetings

## **2. Implementation – Codes Program Participation & Local Outreach**

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

**Role Accountabilities:**

- Communicating regularly with City and County of San Francisco stakeholders, including local Energy Watch/Local Government Partnerships, about BayREN Codes projects and activities
- Sharing the perspective of City and County of San Francisco stakeholders with the Codes and Standards Committee and Program Lead as appropriate
- Seeking to understand tensions conveyed by any of City and County of San Francisco stakeholders applicable to the BayREN Codes Program, and discerning those appropriate to channel into the Codes & Standards Committee or the Coordinating Circle for processing
- Promoting quarterly Forum events, including providing email, phone and other marketing assistance
- Recruiting local governments to host BayREN standard or specialty trainings, helping coordinate the provision of trainings within the County, and providing suggestions for and input on training topics
- Supporting and advocating for reach codes and other energy policies 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
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Sharing information with the Codes and Standards Committee regularly, including providing at least one presentation per year to the Committee on a best practice, a county project, information from a conference or workshop, or another codes-related topic



### **Implementation - Reach Code & Policy Working Group**

**Purpose:** Assist with exploring, identifying, and supporting activities to encourage and enable adoption and implementation of local government reach codes and other local, regional and state energy policies.

#### **Role Accountabilities:**

- Participating in Reach Code & Policy Working Group calls and meetings
- Providing support for local governments within City and County of San Francisco interested in adopting a reach code or energy policy
- Sharing information with the Working Group regarding local interests and activities related to reach codes and energy policies
- Contributing to the design of BayREN activities to support reach codes and energy policies

### **Implementation – Technical Advisor**

**Purpose:** Provide technical advice to BayREN county representatives and the Program Lead, particularly related to reach codes and code development

#### **Role Accountabilities:**

- Provide technical information, resources, and advices to county representatives and the Program Lead as needed
- Share technical perspective and advice on committee calls as appropriate
- Work to increase technical knowledge

### **Implementation – Lead for Zero Energy Performance Index (zEPI) Tool**

**Purpose:** Support development of and expanded use of the Zero Energy Performance Index (zEPI) Tool.

#### **Role Accountabilities:**

- Providing review and oversight of Consultant work as necessary to accomplish other accountabilities. Budget includes approximately \$42,000 for consultant assistance.
- Updating estimates for prototypes under the 2019 California Building Code and determining other updates that may be useful.
- Reviewing 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.

- Revising example reach code language based on peer input from BayREN jurisdiction staff, to provide a regional policy template.
- Identifying necessary improvements to the BayREN Energy Performance Target-setting and Performance Verification tool, and implementing such improvements as both mutually agreed upon and consistent with the project budget.
- Leading/facilitating two presentations on zEPI and outcome-based reach codes, at least one of which will be aimed at Bay Area local government staff
- Requesting technical feedback from appropriate experts and agencies, and addressing any issues identified.
- Refining and testing zEPI for the purpose of outcome based energy codes.

## Budget

<b>Task</b>	<b>Budget</b>
Administration	\$2,500.00
Implementation	\$93,000.00
Marketing & Outreach	\$0.00
<b>Total</b>	<b>\$95,500.00</b>

**ATTACHMENT 1D for 2019**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Commercial Program**  
**Budget NTE: \$2,374,127**

City and County of San Francisco is the regional lead for the Commercial subprogram, and as such, funds have been allocated for roles that are required of a program lead. Each of the BayREN participating members, including the City and County of San Francisco, will provide services in their jurisdictions to support the Commercial subprogram. City and County of San Francisco's primary tasks include administration, implementation and marketing for Pay-for-Performance (P4P), Microloan and Commercial Properties Assessed Clean Energy (C-PACE). Additional tasks include outreach and marketing to targeted, regional small and medium business (SMB) and continuing coordination with the BayREN Commercial Committee and Coordinating Circle. The total budget for the City and County of San Francisco is \$2,374,128, which includes \$950,640 for incentives.

**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 the 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's 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 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 the City and County of San Francisco

## 2. Admin – Regulatory and Policy Support

**Purpose:** Provide regulatory and policy support to BayREN

**Role Accountabilities:**

- Monitoring key CPUC proceedings and legislation that could affect BayREN and highlighting key decisions or opportunities for engagement
- Cultivating relationships with key stakeholders, such as CPUC staff and Commissioner aides and advisors, elected officials, to increase awareness of BayREN
- Assisting Program Administrator in shaping regulatory/legislative strategy and agenda
- Identifying potential funding sources for BayREN outside of traditional ratepayer sources

## 3. Implementation – Lead Link

**Purpose:** Optimize regional Commercial program performance

**Role Accountabilities:**

- Ensuring Commercial Circle members receive timely and useful updates regarding Program budget and administrative issues, program performance, challenges, successes.
- Allocating Commercial resources incorporating the input from circle members
- Assigning Commercial 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 Circle incorporating the input from circle members
- Defining and assigning metrics for the Commercial Circle

## 4. Implementation – Coordination

**Purpose:** Provide smooth day-to-day program implementation

**Role Accountabilities:**

- Hosting Commercial Circle meetings and participating in BayREN working groups
- Pre-screening of properties and desktop review of rebate requests
- Integrating applicable financing programs with BayREN Commercial technical assistance.

- Coordinating with BayREN members, ABAG, PG&E, CPUC, and EM&V consultants
- Reporting on program progress to BayREN members and supporting Program Administrator in responding to data requests
- Adapting and adjusting program as needed
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups
- Subcontracting and/or managing technical sub-consultant teams as described below:
  1. Pay-for-Performance (P4P) project aggregators (“Allies”) providing services to deliver projects and accept P4P incentives.
  2. Third-party implementer (“Building Performance Advisor,” or BPA) who provides technical assistance services to small and medium businesses (SMBs) and tracking program and savings
  3. Third-party measurement and verification (M&V) contractor providing a M&V platform to calculate savings and Ally incentive payments
  4. Lender and servicing entity providing funding and marketing and technical support for the Microloan programs.
  5. Technical assistance provider supporting contractors developing projects suitable for C-PACE financing.

## 5. Implementation – Technical Assistance

**Purpose:** Provide customer service and value to small and medium businesses, commercial property owners and managers, installation contractors and other partners, while maximizing energy savings from projects.

**Role Accountabilities:**

- Maintaining consistency and high levels of service from technical assistance providers (Allies, BPA, C-PACE consultant & Microloan lender)
- Ensuring that program meets projected energy savings targets
- Advising and assisting eligible customers in developing scopes of work
- Facilitating customer referrals to other programs
- Procuring and/or developing, and refining program software tools
- Conducting onsite surveys of potential projects and quality assurance on completed projects

## 6. Implementation – Accounting

**Purpose:** Proper handling of utility ratepayer funds

**Role Accountabilities:**

- Monitoring and forecasting budget, expenditures, and receivables
- Conducting double-dipping prevention check
- Adhering to regulatory requirements and guidelines
- Processing property owner rebates and subconsultant invoices

- Submitting monthly invoices and reporting

## 7. Marketing and Outreach – Local Outreach

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

**Role Accountabilities:**

- Recruiting eligible customers through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
- Planning and organizing of local outreach activities across BayREN counties
- Coordinating with cities within the County, Energy Watch/Local Government Partnerships, and other local programs
- Hosting program information on local website(s) and suggesting local media and social media outlets for program content
- Requesting local information, contacts and data from BayREN Commercial Circle members that support and promote the Program
- Gathering information needed for assembling workable Commercial customer list
- Reporting on best and highest performing activities to the Commercial Circle
- Coordinating with local jurisdictions on ways to recognize past Commercial program participants.
- Requesting outreach data for market analysis studies
- Working with local jurisdictions to distribute case study content through available media (press releases, websites, newsletters, social media, etc.)

## 8. Marketing and Outreach – Regional Outreach

**Purpose:** Coordinate the Commercial program outreach at the regional level

**Role Accountabilities:**

- Developing outreach plan and collateral with input of Commercial Circle, conducting regional outreach, and coordinating local outreach
- Coordinating county-level outreach scopes and activities to maximize regional effectiveness
- Procuring regional outreach and marketing resources including printed collateral, earned media, and paid web media

## 9. Incentives

The City and County of San Francisco has passed the Pacific Gas & Electric Company's (PG&E) Data Security clearance. The City and County of San Francisco will contract with a qualified third-party, who has also cleared PG&E's Data Security clearance, to process and pay incentive payments to contracted Allies and Participants. The total incentive budget is also set forth in Attachment 1 to this Funding and Implementation Agreement. City and County of San Francisco and its contractor will operate the incentive payment process in compliance with all applicable regulations, rules and protocols, including, the



requirements of the Funding Agreement (PG&E’s MSA No. 4400007460 and associated document denominated as CWA No. 2501322994) as follows:

1. Section 10, *Confidentiality of Exhibit A, Contingent Provisions*
2. Exhibit 5, *Confidentiality and Data Security*
3. Exhibit 6, *Non-Disclosure and Use of Information Agreement*
4. Sections 2.3 (Project Permit Certification), 3.8.3 (Invoices for Incentives) and 3.8.6 (Advance Payment of Incentives) of Exhibit B, *Specific Conditions*, and
5. The double dipping procedures developed pursuant to section 2.2.2 of Exhibit B, *Specific Conditions*, attached as Exhibit 1D-1 (below)

City and County of San Francisco will submit a sample of all program documents to PG&E Program Manager with project permit certification language for PG&E’s approval.

City and County of San Francisco will comply with all provisions of Attachment 2 to the Funding and Implementation Agreement, including any amendments or revisions.

**Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$12,000.00
Implementation	\$1,235,980.00
Marketing & Outreach	\$175,507.00
Incentives	\$950,640.00
<b>Total</b>	<b>\$2,374,127.00</b>

## Exhibit 1D-1

### **PG&E – BayREN Commercial Programs: Double-Dipping Prevention Procedures**

It is a priority of PG&E and the BayREN P4P program that participants in ratepayer funded programs do not receive multiple ratepayer incentives for the same installed measure(s). The PG&E and BayREN P4P programs will use the following procedures to prevent “double-dipping” 1) between the PG&E and BayREN programs, and 2) from other PG&E programs offered to commercial SMB properties in 2019-20.

#### **Summary of Procedures**

*Actions for preventing double-dipping in 2019-2020 program cycle:*

1. Inform program leads, Allies, and participants that they may not apply to multiple programs for the same measures and add explicit language to the terms and conditions of the program participation agreements.
2. Using participant’s utility SAID and Account Numbers, and through PG&E’s Energy Insight, conduct a double-dip check at the time of rebate reservation.
3. Per the P4P Program Manual, all Participants and Allies must complete and sign a “Declaration of Deemed and Calculated Rebates” for each project. This form clearly identifies measure descriptions, their installation locations, and resulting incentive amounts and energy savings from *concurrent or ex-post* non-BayREN P4P Program participation.
4. Explore automated processes for future cross-check

In 2019-20, as the BayREN Commercial Program ramps up implementation, BayREN and PG&E program managers will hold recurring calls to review BayREN P4P progress as well as to identify projects that are leveraging PG&E incentives to ensure that the customer is not paid twice for the savings resulting from a measure.

**ATTACHMENT 1E for 2019**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Water Bill Savings Program**  
**Budget NTE: \$11,500**

The City and County of San Francisco will provide local partner utility support for implementation and marketing in its capacity for Water Bill Savings Program. 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. The total budget is \$11,500.

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

**Purpose:** Representing the 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 the 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 the City and County of San Francisco's stakeholders
- Communicating with the 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 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 the City and County of San Francisco

**2. Implementation – Water Bill Savings Program PAYS Local Outreach**

**Purpose:** Support the Water Bill Savings Program (WBSP) program at the City and County of San Francisco level

**Role Accountabilities:**

- Participating in WBSP planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one WBSP Program Circle
- Serving as a local contact for WBSP participating utilities in the City and County of San Francisco 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 WBSP partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders

**Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$1,500.00
Implementation	\$10,000.00
Marketing & Outreach	\$0.00
<b>Total</b>	<b>\$11,500.00</b>

**ATTACHMENT 1F for 2019**  
**City and County of San Francisco**  
**Scope of Work**  
**BayREN Green Labeling Program**  
**Budget NTE: \$1,000**

Green labeling is a critical component of a comprehensive approach to achieve greater energy efficiency in California’s homes, the objective of AB 758. Green labeling enables market recognition of the value of a green home during real estate transactions and complements other market transformation strategies such as incentives and financing. The total budget for the Green Labeling Program for the City and County of San Francisco is \$1,000.

**1. Admin - Cross Link for the 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 the 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 the City and County of San Francisco’s stakeholders
- Communicating with the 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 the City and County of San Francisco

**Budget**

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



**ATTACHMENT 2 for 2019**  
**City and County of San Francisco**

Class	Job Title	Fiscal Year 2018-2019	Fiscal Year 2019-2020
		FTE Hourly Rate	FTE Hourly Rate
0962_C	Department Head II	\$ 234.63	\$ 242.58
0952_S	Deputy Director II	\$ 190.89	\$ 197.33
5644_C	Principal Environmental Specialist	\$ 154.49	\$ 160.74
5642_C	Senior Environmental Specialist	\$ 141.91	\$ 147.64
5640_C	Environmental Specialist	\$ 129.05	\$ 134.21
5638_C	Environmental Assistant	\$ 115.07	\$ 119.65
1094_C	IT Operations Support Administrator IV	\$ 145.22	\$ 151.52
1823_C	Senior Administrative Analyst	\$ 141.46	\$ 147.17
1543_C	Secretary, Commission on the Environment	\$ 141.00	\$ 146.69
1822_C	Administrative Analyst	\$ 128.22	\$ 137.80
1222_C	Senior Payroll And Personnel Clerk	\$ 117.84	\$ 104.32
1632_C	Senior Account Clerk	\$ 110.01	\$ 122.52