AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), is by and between the Sonoma County Regional Climate Protection Authority ("RCPA"), a California public agency, and the County of Sonoma, a political subdivision of the State of California (hereinafter "County"). RCPA and the County may be individually referred to as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, RCPA is a member of the San Francisco Bay Area Regional Network ("BayREN"). BayREN implements effective energy saving programs on a regional level and draws on the expertise, experience, and proven track record of Bay Area local governments to develop and administer successful climate, resource, and sustainability programs; and

WHEREAS, RCPA has entered into a funding and implementation agreement with the Association of Bay Area Governments for BayREN programs; and

WHEREAS, County, through the County Administrator's Office Energy and Sustainability ("ES") represents that it is experienced in implementing and managing energy efficiency and sustainability programs; and

WHEREAS, in the judgment of the RCPA, it is necessary and desirable to employ the services of the ES to assist with marketing, outreach, and implementation of BayREN programs; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

<u>AGREEMENT</u>

1. Scope of Services.

- 1.1 <u>Scope of Services</u>. County agrees to provide the services as described in Exhibit A. Notwithstanding, services shall be non-exclusive and nothing herein shall prohibit County from referring customers to or providing information regarding additional or other products or services from other entities or companies.
- 1.2 <u>Performance Standard</u>. County warrants that is possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. County agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.
- 1.3 <u>Staffing and Coordination</u>. County shall cooperate, and closely coordinate, with RCPA staff in providing all services under this Agreement.

2. Payment.

- 2.1 <u>Payment Terms.</u> For all services and incidental costs required hereunder, County shall be paid in accordance with the budget set forth in <u>Exhibit B</u> provided, however, that total payments to County shall not exceed \$283,898.00 without the prior written approval of RCPA. The Parties understand that additional funding may become available through the BayREN Coordinating Circle or other related sources. In such event, the Parties may increase the budget amounts stated herein, to be reflected in written and signed amendment to this Agreement.
- 2.2 <u>Payment.</u> County shall submit one invoice each calendar month in which services are performed. Invoices shall include copies of receipts for authorized reimbursable expenses, and contain the following detail for each billable entry:
 - a. Date
 - b. Description of work performed and person involved
 - c. Time spent in .5-hour increments and assigned to BayREN Program budget category and account

Upon receipt of properly prepared invoicing, RCPA shall pay County within 30 calendar days for services provided in accordance with this Agreement, applying the following rates:

- a. Most-current adopted County hourly rates for the involved County staff
- b. Material, equipment, and other "hard cost" expenses, at cost
- 2.3 Authorized Expenses. All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. Overhead costs will not be reimbursed as expenses. Miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile, transmissions, computer time, and use of in-house technical software are considered to be part of the applicable overhead costs. Air travel costs will be reimbursed only on a coach fare basis and all rental car costs will be reimbursed only on a subcompact basis. In the event there is use of a personal car in the performance of Work under the Agreement and such use is included as a reimbursable expense, reimbursable mileage shall be at the current IRS rate. For each expense item over \$100, supporting data and documentation shall be furnished with the invoice. Copies of detailed expense reports to support travel costs shall be attached to the invoice. Although travel receipts need not be attached, they shall be retained for the term of the audit period.
- 3. <u>Term of Agreement</u>. The term of this Agreement shall be from January 1, 2026, to December 31, 2027, unless terminated earlier in accordance with the provisions of <u>Article 4</u> below.
- 4. <u>Termination</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party. In the event of any termination, County, within fourteen (14) calendar days following the date of termination, shall deliver to RCPA all materials and work product subject to Section 1 and shall submit to RCPA a final invoice for all

outstanding payments. RCPA shall promptly pay County for all services otherwise satisfactorily rendered and all expenses properly incurred.

- 5. <u>Indemnification</u>. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any actions, and all claims, loss, proceedings, damages, liabilities, disabilities, costs or expenses (including attorney's fees and witness costs) arising from or in connection with this Agreement, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees with regard to this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 6. <u>Insurance</u>. County shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by RCPA.
 - a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.
 - b. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.
 - 1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. County is responsible for any deductible or self-insured retention and shall fund it upon RCPA's written request, regardless of whether County has a claim against the insurance or is named as a party in any action involving RCPA.
 - 2. RCPA shall be an additional insured for liability arising out of operations by, or on behalf of, County in the performance of this Agreement.
 - 3. The insurance provided to the additional insureds shall be primary to, and non- contributory with, any insurance or self-insurance program maintained by them.
 - 4. The policy shall cover inter-insured suits between the additional insureds and County and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - c. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos.
 - d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the insurance is on a Claims Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be

- continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. The Certificate of Insurance must include the following reference: Sonoma County Regional Climate Protection Authority.
- f. All required Evidence of Insurance shall be submitted to RCPA within 3 business days of the Effective Date. County agrees to maintain current Evidence of Insurance on file with RCPA for the entire term of this Agreement.
- g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Regional Climate Protection Authority, Attn: Contract Administration, 411 King St, Santa Rosa, CA 95404.
- h. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
- i. County shall provide RCPA immediate written notice if any of the required insurance policies are terminated.
- j. County's indemnity and other obligations shall not be limited by these insurance requirements.
- 7. Status of County: County, in performing the services under this agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall County employees act as an agent or employee of RCPA and at no time shall County employees be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits RCPA provides its employees. In the event RCPA exercises its right to terminate this Agreement pursuant to Section 4, County expressly agrees that its employees shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 8. <u>No Suspension or Debarment</u>. County warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County
- 9. <u>Records Maintenance</u>. County shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 10. <u>Statutory Compliance</u>. County shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they

exist now and as they are changed, amended or modified during the term of this Agreement.

- 11. <u>Nondiscrimination</u>. Without limiting any other provision of this Agreement, County shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
- 12. Confidentiality, Ownership and Disclosure of Work Product. To the extent County obtains any information or material which may be confidential or protected information ("Confidential Information"), such as personal identifying information of utility customers receiving services related to this Agreement, County shall maintain, use, and protect such information and material in confidentiality as required by and to the fullest extent of the law. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of at least five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by County or County's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of RCPA. RCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, County shall promptly deliver to RCPA all such Documents, which have not already been provided to RCPA in such form or format, as RCPA deems appropriate. Such Documents shall be and will remain the property of RCPA without restriction or limitation. Notwithstanding the foregoing, RCPA acknowledges and agrees: (a) County is subject to the provisions of the California Public Records Act and (b) County may be legally obligated to release records containing Confidential Information as a result of requests made under that Act. If County receives a request for the disclosure of Confidential Information under the California Public Records Act, County shall promptly notify RCPA of the request. If RCPA wishes to preclude disclosure of such Confidential Information under the California Public Records Act, RCPA shall take appropriate legal action to obtain a court order prohibiting such disclosure.
- 13. <u>Assignment and Delegation</u>. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14. <u>Written Communications</u>. All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

TO: RCPA: Sonoma County Regional

Climate Protection Authority

Attn: Tanya Narath

411 King St, Santa Rosa, CA 95404

tanya.narath@rcpa.ca.gov

TO: COUNTY: County of Sonoma

Energy and Sustainability Attn: Rhianna Frank 2300 County Center Drive, Suite A105 Santa Rosa, CA 95403 rhianna.frank@sonoma-

county.org

15. Miscellaneous Provisions.

- 15.1 No Waiver of Breach. The waiver by RCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- <u>15.3 Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- <u>15.6 Exhibits</u>. In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail.
- <u>15.7 Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.8 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 15.9. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination

for any reason.

15.10 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

County of Sonoma:	APPROVED AS TO FORM FOR COUNTY:
By:	By:
Name:	
Title:	Date:
Date:	
Sonoma County Regional Climate Protection Authority	APPROVED AS TO FORM FOR RCPA:
By:	By:RCPA Counsel
Name:	Date:
Title:	
Date:	

EXHIBIT A SCOPE OF SERVICES

RCPA and ES's Partnership to Increase BayREN Impact and Program Benefits for Sonoma County residents and businesses for the calendar years 2026–2027.

Roles and Responsibilities

RCPA will retain the majority of the Administrative budget to coordinate monthly billing, complete program administrative responsibilities and reporting to ABAG/MTC and to remain engaged as the representative for Sonoma County on the BayREN Coordinating Circle. ES will submit monthly invoices and a narrative report detailing work performed to the RCPA at least two days ahead of the deadline to submit to ABAG, for work performed and expenses allowable pertaining to the services to be provided.

ES will perform the following ADMINISTRATIVE responsibility within the BayREN Scope of Services for BayREN programs as outlined in Attachments: 1B, 1D, and 1I. All other ADMINISTRATIVE responsibilities within the BayREN Scope of Services for BayREN programs will be performed by RCPA. ES will perform some MARKETING & OUTREACH and IMPLEMENTATION responsibilities within the Scope of Services for the following BayREN programs as outlined in Attachments 1B, 1C, 1D, 1E, 1F, 1G, 1H, and 1I.

Coordination

RCPA will convene monthly check in calls with the ES to check in on program activities, challenges and questions and to communicate relevant updates from ABAG/MTC to ES staff. RCPA will attend monthly BayREN Coordination Circle and Committee meetings/calls and will invite ES staff to attend when appropriate.

Attachment 1B - BayREN Single Family Program Scope of Work

The BayREN Single Family program focuses on homeowners and renters that are consistently underserved in ratepayer energy efficiency programs, including moderate-income single-family households, and households that primarily speak a language other than English. BayREN Member Agencies 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. Tasks below are based on local budget and capacity to deliver services.

Admin

Purpose: Co-Representing BayREN Member Agency context within BayREN with RCPA.

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of BayREN Member Agency stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of BayREN Member Agency stakeholders
- Communicating with BayREN Member Agency stakeholders about BayREN programs and activities
- Coordinating with local PG&E energy efficiency programs, applicable CCA/CCE programs, and other BayREN Member Agency programs.
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- Coordinating with RCPA to implement BayREN communication strategies in Sonoma County
- Coordinating with RCPA to develop specific goals for BayREN Member Agency in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within the county

Implementation

Purpose: Optimize reach of Single-family program in county. Assist RCPA in identifying opportunities to engage local partners and improve program reach for hard to serve communities.

- Complete English as a Second Language (ESL) Course on energy efficiency and electrification using rollover pilot Implementation funds from 2024-2025.
- Drafting learning objectives, abstract, and outline for building professional class
- Developing curriculum and conducting a homeowner class related to electrification
- Providing program administration

- Documenting the pilot process, educational materials developed, and reporting achievements, equity, and workforce elements
- Analyzing local pilot performance to identify gaps, recommendations, and lessons learned
- As requested by Program Lead, report out to program circle on pilot deliverables
- Identify and engage with local partners, Community Based Organizations (CBO), and trusted community messengers to improve program reach with hard to serve communities.

Marketing & Outreach – Local Outreach for Sonoma County

Purpose: Support the Single Family program at the county level and coordinate with RCPA on Marketing and Outreach activities.

- Providing program support and information to potential and participating program participants within the County, as mutually agreed upon by the Program Lead and RCPA County Representative. Support activities include:
- Establishing partnerships with local organizations to promote the Single Family Program
- Conducting direct mail campaigns and obtain mortgage, refinance, or similar mailing list(s)
- Organize homeowner workshops to promote the Single-Family Program
- Coordinate presentations to homeowner community groups, organizations, and/or employers
- Identifying homeowner case study/studies and presenting to the Coordinating Circle
- Creating and/or maintaining stakeholder partnerships such as Energy Watch programs, Community Choice Aggregators/Community Choice Energy, and Community Based Organizations to assist in outreach of the Program
- Printing of program collateral
- 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 as requested
- Coordinating with RCPA to provide Program Lead information on all planned Program related events in the County and local information, contacts and data that support and promote the Program as requested
- Reporting on best and highest performing activities and any unsuccessful strategies to the Single Family Program Circle as requested by RCPA
- Analyzing local Program performance to identify gaps and recommendations to Program Lead
- As requested, supporting RCPA through coordination 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

• Coordinating with RCPA to partner with local community- based organizations and local governments to facilitate outreach and education to Sonoma County Black, Indigenous, and Other People of Color (BIPOC) communities

• Providing potential and participating Single-Family program participants support through project process as approved by program lead

Attachment 1C - BayREN Green Labeling Program Scope of Work

BayREN's Green Labeling program 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. BayREN Member Agency's role is to implement the Home Energy Score program, provide real estate sector education, coordinate County-level real estate engagement, and engagement and coordination with the BayREN Green Labeling Committee

Marketing & Outreach – Local Outreach for Sonoma County

Purpose: Support the Green Labeling program at the county level.

- Promoting and attending BayREN real estate trainings in BayREN Member Agency and/or adjacent counties to provide information on BayREN and build connections with local real estate professionals
- Provide RCPA support in identifying local venues or homes for trainings and tours
- Maintaining and developing relationships with local real estate associations, presenting at realtor meetings, hosting realtor networking events
- Coordinating with RCPA to partner with local community- based organizations and local governments to facilitate outreach and education to Sonoma County Black, Indigenous, and Other People of Color (BIPOC) communities
- Providing support to RCPA and Program lead to explore new program audiences, gather insights and feedback, and coordinate engagement efforts, as requested

Attachment 1D - BayREN Multifamily Program Scope of Work

The BayREN Multifamily program provides property owners and managers with customized technical assistance, measures specifically designed for the multifamily sector, benchmarking of multifamily sites (when appropriate), and incentives to help overcome sector barriers to energy efficiency. Each of the BayREN participating members, including BayREN Member Agency, 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.

Admin

Purpose: Co-Representing BayREN Member Agency 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 BayREN Member Agency stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of BayREN Member Agency stakeholders
- Communicating with BayREN Member Agency stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local PG&E energy efficiency programs, applicable CCA/CCE programs, and other BayREN Member Agency programs.
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- Coordinate with RCPA in supporting implementation of BayREN communication strategies in Sonoma County
- Coordinate with RCPA in developing specific goals for BayREN Member Agency in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within the county

Marketing & Outreach – Local Outreach for Sonoma County

Purpose: Support the Multifamily program at the county level.

- Recruiting property owners and contractors through local activities and events
- Planning and organization of local outreach events
- Coordinating with Energy Watch/Local Government Partnership, CCAs, Munis and other local programs
- Supporting RCPA by providing program content for local jurisdiction

- communications channels as requested
- 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 as needed
- Gathering information needed for assembling workable, targeted multifamily property owner contact lists
- Coordinate with RCPA to report on best and highest performing activities to the Multifamily Circle
- As needed, support RCPA with coordinating with local jurisdictions and industry associations to foster relationship-building between local municipal governments and multifamily property owners
- Supporting Program Lead with market analysis studies by providing outreach data requested
- Support tenant education activities as approved by program lead.
- Coordinating with RCPA to partner with local community- based organizations and local governments to facilitate outreach and education to Sonoma County Black, Indigenous, and Other People of Color (BIPOC) communities

Marketing & Outreach – Sonoma County Multifamily Lead Generation Pilot

Purpose: Support the Multifamily program at the county level.

- Leading additional/enhanced marketing to increase awareness of BayREN multifamily incentives and financing
- Developing workshops to address the unique needs of different audiences —
 tenants, owners, and property managers to bridge the knowledge gap between
 owners and tenants and strengthen relationships with property owners and
 management companies
- Developing comprehensive multifamily housing contact list
- Sending out direct mailer to multifamily owners and property managers
- Drafting a final report that includes lessons learned and guidance on replicability/scalability for other counties

Attachment 1E - BayREN Commercial Program Scope of Work

BayREN Business focuses on helping hard-to-reach businesses with reducing their utility costs through energy efficiency retrofits. Each of the BayREN participating members, including BayREN Member Agency, will provide services in their jurisdictions to support the BayREN Commercial program. These tasks include local outreach to recruit small-and-medium business owners, marketing support to the consultant providing technical assistance services to local business owners, assistance with recruiting workshop participants, and coordination with the BayREN Commercial Committee.

Marketing & Outreach – Local Outreach for Sonoma County

Purpose: Support the Commercial program at the county level.

- Aiding RCPA in the development of marketing strategies, messaging, creative, and collateral as needed
- Recruiting property owners, contractors, and business decision-makers through local activities and events
- Planning and organizing at least one local outreach event, such as street campaigns, presentations to groups like Chambers of Commerce, outreach partnerships with Community Based Organizations, etc.
- Supporting RCPA in coordinating with towns, cities and unincorporated areas within the County regarding Commercial program services and information
- Coordination with Energy Watch/Local Government Partnership, and other local programs
- Supporting RCPA in coordinating and partnering with County departments and agencies and cities to uncover efficiencies in marketing, such as including a BayREN commercial flier with each newly issued Business License, etc.
- Coordinating with RCPA to provide Program Lead with local information, contacts and data that support and promote the Program
- Gathering and researching information, such as demographic and geographic characteristics to develop high-impact marketing lists and optimizing marketing campaign development and execution as needed
- Supporting Program Lead with market analysis studies by providing outreach data requested
- Coordinating with RCPA to partner with local community- based organizations and local governments to facilitate outreach and education to Sonoma County Black, Indigenous, and Other People of Color (BIPOC) communities

Attachment 1F - BayREN Refrigerant Replacement Program Scope of Work

The BayREN Refrigerant Replacement Program will remove harmful Global Warming Potential (GWP) refrigerants from small and medium businesses by providing more affordable and more easily available options for food-service establishments to maintain, retrofit, or replace their refrigeration systems to reduce both refrigerant leakage and energy use. BayREN Business focuses on helping hard-to-reach businesses with reducing their utility costs through energy efficiency retrofits. Each of the BayREN participating members, including BayREN Member Agency, will provide services in their jurisdictions to support the BayREN Refrigerant Replacement program.

Marketing & Outreach - Local Outreach for Sonoma County

Purpose: Support the BRRR program at the county level.

- Aiding RCPA in the development of marketing strategies, messaging, creative, and collateral as needed
- As needed, support RCPA in recruiting property owners, contractors, and business decision-makers through local activities and events
- Planning and organizing at least one local outreach event, such as street campaigns, presentations to groups like Chambers of Commerce, outreach partnerships with Community Based Organizations, etc.
- Supporting RCPA in coordinating with towns, cities and unincorporated areas within the County regarding Business Refrigerant Replacement program services and information
- Coordinating with Energy Watch/Local Government Partnership, and other local programs
- Supporting RCPA in coordinating and partnering with County departments and agencies and cities to uncover efficiencies in marketing
- Supporting RCPA by providing program content for local jurisdiction communications channels
- Coordinate with RCPA to provide Program Lead with local information, contacts and data that support and promote the Program
- Gathering and researching information, such as demographic and geographic characteristics to develop high-impact marketing lists and optimizing marketing campaign development and execution as needed
- Coordinating with RCPA to partner with local community- based organizations and local governments to facilitate outreach and education to Sonoma County Black, Indigenous, and Other People of Color (BIPOC) communities

Attachment 1G - BayREN Integrated Energy Services Program Scope of Work

The BayREN Integrated Energy Services program focuses on overcoming silos in program offerings related to energy-related improvements to public buildings. The program includes an Energy Concierge to assist local government staff with finding and accessing technical and financial assistance, and an Energy Roadmapping service that helps local governments develop comprehensive and actionable paths forward for improving their facilities. Each BayREN participating member will provide services in their jurisdictions to support the BayREN Integrated Energy Services Program. This work includes conducting outreach to city and county staff; providing support for local government staff participating in the program; coordinating with Community Choice Aggregators (CCAs), Local Government Partnerships (LGPs) and others; and engaging with the Integrated Energy Services Committee and the Coordinating Circle.

Admin

Purpose: Co-Representing BayREN Member Agency context within BayREN; Support and Coordination with RCPA

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of BayREN Member Agency stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of BayREN Member Agency stakeholders
- Communicating with BayREN Member Agency stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local PG&E energy efficiency programs, applicable CCA/CCE programs, and other BayREN Member Agency programs.
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- a. Coordinating with RCPA to implement BayREN communication strategies in Sonoma County
- b. Developing specific goals for BayREN Member Agency in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within the county

Implementation – Local Implementation for Sonoma County

Purpose: Support the implementation of the Integrated Energy Services Program at the county level.

- Coordinating with Energy Watch/Local Government Partnership, local Community Choice Aggregator, and other local programs, and facilitating coordination between these offerings and the IES program
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Supporting local governments who are engaging in the Energy Roadmapping process
- Coordinate with RCPA on opportunities for partnerships, program performance, and best practices and strategies

Attachment 1H - BayREN Targeted Decarbonization Services Program Scope of Work

The BayREN Targeted Decarbonization Services Program supports local government efforts to carry out efficient decarbonization efforts in their buildings. The program includes a Decarbonization Showcase that works with real-world buildings to develop detailed case studies and appropriate metrics, as well as an Education and Financing service that educates local government staff about decarbonization-related building improvements and also addresses the cost of these improvements. County staff will provide services in their jurisdictions to support the Targeted Decarbonization Services Program. This work includes conducting outreach to city and county staff; providing support for local government staff participating in the program; coordinating with Community Choice Aggregators (CCAs), Local Government Partnerships (LGPs) and others; and engaging with the Targeted Decarbonization Services Committee.

Admin

Purpose: Co-Representing BayREN Member Agency 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 BayREN Member Agency stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of BayREN Member Agency stakeholders
- Communicating with BayREN Member Agency stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local PG&E energy efficiency programs, applicable CCA/CCE programs, and other BayREN Member Agency programs.
- Developing and reviewing program performance, and program and pilot recommendations
- Coordinating with RCPA to implement BayREN communication strategies in Sonoma County
- Coordinating with RCPA to develop specific goals for BayREN Member Agency in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within the county

Implementation – Local implementation for Sonoma County

Purpose: Support the implementation of the Targeted Decarbonization Services Program at the county level.

Role Accountabilities:

 Coordinating with Energy Watch/Local Government Partnership, local Community Choice Aggregator, and other local programs, and facilitating coordination between these offerings and the TDS program

- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Supporting local governments who have buildings participating in the Decarbonization Showcase

Marketing & Outreach - Local outreach for Sonoma County

Purpose: Encourage participation in Targeted Decarbonization Services Program activities.

- Aiding RCPA in the development of marketing strategies, messaging, and collateral as needed
- Promoting the Energy Concierge and Energy Roadmapping services to local government staff in all jurisdictions within the member county (towns, cities, and the unincorporated county)
- Hosting and maintaining program information on local website(s) and suggesting local media and social media outlets for program content
- Attending decarbonization program trainings to provide information on BayREN and build connections with local government staff
- Creating and maintaining relationships with local government staff and organizations of staff members, and presenting about the program at meetings as appropriate
- Providing the Program Lead with local information, contacts and data that support and promote the program as requested by RCPA
- Sharing outreach and marketing materials, approaches, and outcomes with the TDS Committee as needed
- Coordinating with RCPA to provide support on decarbonization showcase applications and support to jurisdictions and special districts as needed Coordinating with RCPA to partner with special districts and local governments to facilitate outreach and education to Sonoma County

Attachment 1I - BayREN Codes & Standards Program Scope of Work

The BayREN Member Agencies 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.). Tasks below are assigned based on local budget and capacity to deliver services.

Admin

Purpose: Co-Representing BayREN Member Agency 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 BayREN Member Agency stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of BayREN Member Agency stakeholders
- Communicating with BayREN Member Agency stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local PG&E energy efficiency programs, applicable CCA/CCE programs, and other BayREN Member Agency programs.

Implementation – Codes Project Lead

Purpose: Day-to-day management of a Codes project.

- Developing a workplan and schedule for the project in consultation with the Codes and Standards Program Lead
- Allocating resources for project activities within the approved budget
- Assigning roles for project implementation and managing subconsultant activities
- Coordinating activities with Codes and Standards Program Lead and other program activities
- Obtaining input from Codes & Standards Circle on program design options
- Adapting and adjusting program design and details as needed
- Ensuring timely completion of deliverables
- Reporting on progress to Codes and Standards Circle
- Documenting program challenges, successes, and key information

Implementation – Energy Code Survey (Codes Project, 2024-2025)

Purpose: Survey property owners to gauge energy code understanding.

- Developing survey questions and methodology
- Administering questions as part of Energy Code consultations for 2024-2027
- Tracking and analyzing survey data
- Providing results to Program Lead annually
- Implementation Local Outreach for Sonoma County
- Purpose: Support the codes & standards program at the county level. -Role Accountabilities:
- Attending and participating in Codes & Standards calls and meetings, including sharing information on relevant county projects, best practices, and similar codesrelated topics
- Coordinate with RCPA in sharing the Codes and Standards Committee information and resources with local governments and ideas for supporting local governments to improve code compliance
- Providing Program Lead with local information, contacts and data to support the Program as needed
- Coordinate with RCPA to recruit local governments for hosting BayREN trainings, ensuring that all arrangements are made for training sessions, and providing feedback from participants
- Promoting quarterly Forum events, including providing email, phone, and other marketing assistance as requested by RCPA
- Supporting energy policy consideration and adoption at the local government level
- Coordinate with RCPA to provide program content for local jurisdiction communications channels
- Coordinate with RCPA to provide local coordination and assistance for jurisdictions that may benefit from or be interested in BayREN compliance improvement tools
- Coordinating with local CCAs and other program implementers in BayREN Member Agency
- Analyzing local program performance to identify gaps and make recommendations to Program Lead
- Providing technical support on an as needed basis to promote availability of information and resources
- Coordinating with RCPA to partner with local community- based organizations and local governments to facilitate outreach and education to Sonoma County Black, Indigenous, and Other People of Color (BIPOC) communities

Implementation - Reach Code & Policy Working Group

Purpose: Develop and implement reach code and policy priorities for BayREN.

Role Accountabilities:

- Participating in Reach Code & Policy Working Group calls and meetings
- 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.
- Providing support for local governments within Sonoma County 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 – Codes Organization Liaison

Purpose: Build relationships with local code official organizations.

Role Accountabilities:

- Attending monthly meetings, and building or strengthening relationships with members
- Representing BayREN at local ICC chapters, code official associations and similar organizations
- Providing information about BayREN Codes program offerings, such as trainings and Forums, at meetings and with members as appropriate
- Sharing with the Codes and Standards Committee information from meetings and ideas for supporting local governments to improve code compliance

Implementation – Technical Advisor

Purpose: Provide technical or policy expertise to the Codes & Standards program.

- Providing technical information, resources, and advice to county representatives and the Program Lead as needed on identified topics
- Sharing technical perspective and advice on committee calls as appropriate
- Working to increase technical knowledge

<u>EXHIBIT B</u>
Calendar Years 2026–2027 Budget *Not to Exceeds*

	Sub	Budget	2026		2027		Budget
Attachment	Program	Category	RCPA	ES	RCPA	ES	Total
<u>1A</u> -	Portfolio						
111		Administration	\$17,725.20	\$0.00	\$18,256.20	\$0.00	\$35,981.40
		Administration	\$5,552.00	\$4,108.00	\$9,317.80	\$632.00	\$19,609.80
	BayREN	Implementation	\$0.00	\$41,500.00	\$0.00	\$39,130.00	\$80,630.00
1B Single Family	Single	Marketing	\$57,757.35	\$28,447.65	\$49,722.96	\$39,068.04	\$174,996.00
	Family	Incentives	-	-	-	-	\$0.00
		Subtotal	\$63,309.35	\$74,055.65	\$59,040.76	\$78,830.04	\$275,235.80
	Administration	\$788.20	\$0.00	\$811.30	\$0.00	\$1,599.50	
	BayREN	Implementation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>1C</u>	Green	Marketing	\$18,561.15	\$6,653.85	\$20,533.74	\$3,068.26	\$48,817.00
	Labeling	Incentives	-	-	-	-	\$0.00
		Subtotal	\$19,349.35	\$6,653.85	\$21,345.04	\$3,068.26	\$50,416.50
		Administration	\$7,371.90	\$3,370.00	\$9,402.50	\$632.00	\$20,776.40
		Implementation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	BayREN Multifamily	Marketing	\$15,186.36	\$39,813.64	\$12,292.78	\$8,707.22	\$76,000.00
	1viaitiiaiiii	Incentives	-	-	-	-	\$0.00
		Subtotal	\$22,558.26	\$43,183.64	\$21,695.28	\$9,339.22	\$96,776.40
		Administration	\$3,939.60	\$0.00	\$4,057.20	\$0.00	\$7,996.80
		Implementation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 1 1	BayREN Business	Marketing	\$23,579.40	\$6,650.60	\$24,286.86	\$6,850.14	\$61,367.00
		Incentives	•	-	-	-	\$0.00
		Subtotal	\$27,519.00	\$6,650.60	\$28,344.06	\$6,850.14	\$69,363.80
		Administration	\$2,363.90	\$0.00	\$2,434.60	\$0.00	\$4,798.50
1 <u>F</u> R	BayREN Business Refrigerant Replacement	Implementation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Marketing	\$14,866.82	\$4,920.18	\$15,312.30	\$2,492.70	\$37,592.00
		Incentives	-	-			\$0.00
	_	Subtotal	\$17,230.72	\$4,920.18	\$17,746.90	\$2,492.70	\$42,390.50
1G Integr		Administration	\$2,363.90	\$1,900.00	\$2,434.60	\$0.00	\$6,698.50
	BayREN Integrated Energy Services	Implementation	\$0.00	\$4,051.00	\$0.00	\$2,318.00	\$6,369.00
		Marketing	\$2,476.00	\$0.00	\$2,550.00	\$0.00	\$5,026.00
		Incentives	-	-	-	-	\$0.00
		Subtotal	\$4,839.90	\$5,951.00	\$4,984.60	\$2,318.00	\$18,093.50

A44a alaman4	Sub Budget		2026		2027		Budget
Attachment	Program	Category	RCPA	ES	RCPA	ES	Total
D. DEM	Administration	\$2,363.90	\$2,900.00	\$2,434.60	\$0.00	\$7,698.50	
	BayREN Targeted 1H Decarboni-	Implementation	\$0.00	\$900.00	\$0.00	\$0.00	\$900.00
<u>1H</u>		Marketing	\$2,257.60	\$564.40	\$2,325.60	\$581.40	\$5,729.00
zation Services	Incentives	-	-	-	-	\$0.00	
	Subtotal	\$4,621.50	\$4,364.40	\$4,760.20	\$581.40	\$14,327.50	
		Administration	\$1,648.00	\$333.01	\$1,648.00	\$380.60	\$4,009.61
	BayREN	Implementation	\$15,426.72	\$16,712.28	\$15,888.96	\$17,213.04	\$65,241.00
<u>1J</u>	Codes &	Marketing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Standards	Incentives	-	-	-	-	\$0.00
		Subtotal	\$17,074.72	\$17,045.29	\$17,536.96	\$17,593.64	\$69,250.61
		Administration	\$0.00	-	\$0.00	\$0.00	\$0.00
	BayREN	Implementation	\$11,659.00	\$0.00	\$12,009.00	\$0.00	\$23,668.00
1K Workforce Education & Training	Marketing	\$5,628.00	\$0.00	\$5,796.00	\$0.00	\$11,424.00	
		Incentives	-	-	-	-	\$0.00
		Subtotal	\$17,287.00	\$0.00	\$17,805.00	\$0.00	\$35,092.00
-		Annual Total:	\$211,515.00	\$162,824.61	\$211,515.00	\$121,073.40	\$706,928.01

2026-2027 Energy and Sustainability Billable Rates

Name	Billing Rate
BELMONARCH, JAY	\$119.43
ESTRELLA, DORI	\$158.83
FRANK, RHIANNA	\$172.51
GRANADOS, LESLIE	\$119.43
PAZOS, JOHN	\$158.83
SOMMERS, TERRI	\$158.83
WHITEHURST, ELIOTT	\$158.83