

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."

R E C I T A L S

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 Department of General Services Energy and Sustainability Division ("ES Division") 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 Division 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:

A G R E E M E N T

I. Scope of Services.

1.1 Scope of Services. 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 Performance Standard. County warrants that it 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 Staffing and Coordination. County shall cooperate, and closely coordinate, with RCPA staff in providing all services under this Agreement.

2. Payment.

2.1 Payment Terms. For all services and incidental costs required hereunder, County shall be paid in accordance with the budget set forth in Exhibit B provided, however, that total payments to County shall not exceed \$95,969, 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 Payment. 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

3. Term of Agreement. The term of this Agreement shall be from January 1, 2019 to December 31, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination. 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. Indemnification. 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. Insurance. 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. No Suspension or Debarment. 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. Records Maintenance. Consultant 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. Statutory Compliance. 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. Nondiscrimination. 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,

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.

15.3 Consent. 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.

15.6 Exhibits. 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.

15.7 Captions. 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. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.10 Time of Essence. 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: _____

County Counsel

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR RCPA:

Sonoma County Regional Climate Protection

Authority

By: _____

By: _____

General Counsel

Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

RCPA and ES Division's Partnership to Increase BayREN Impact and Program Benefits for Sonoma County residents and businesses for the calendar year 2019.

Roles and Responsibilities

RCPA will retain Administrative budget to coordinate monthly billing and reporting to ABAG/MTC and to remain engaged as the representative for Sonoma County on the BayREN Coordinating Circle. The ES Division 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.

RCPA will continue to perform all ADMINISTRATIVE responsibilities within the BayREN Scope of Services for all BayREN programs. ES Division will perform all MARKETING & OUTREACH and IMPLEMENTATION responsibilities within the Scope of Services for the following BayREN programs as outlined in Attachments 1A, 1B, 1C, 1D and 1F. For the Water Bill Savings Program outlined in Attachment 1E, ES Division will perform only the local MARKETING & OUTREACH tasks outlined in 3) Marketing & Outreach – WBSP Local Outreach.

Coordination

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

ATTACHMENT 1A for 2019**Sonoma County****Scope of Work****BayREN Single Family Program****Budget NTE: \$77,969**

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 Sonoma County is \$77,969. Tasks below are based on local budget and capacity to deliver services. The total budget for RCPA is \$77,969.

1. Admin - Cross Link for Sonoma County (RCPA)**Purpose:** Representing Sonoma County 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 Sonoma County's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of Sonoma County stakeholders to the Coordinating Circle
- Communicating with Sonoma County'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 Sonoma County 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 Sonoma County

2. Marketing & Outreach – Single Family Local (ES Division)

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
- Organizing five (5) realtor networking event to promote the BayREN Single Family Program and one (1) local contractor roundtable or networking event
- Establishing one (1) 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
- Organize two (2) homeowner workshops to promote Home Upgrade and Participating Contractors
- Coordinate one (1) presentations to homeowner community groups, organizations, and/or employers
- Identifying one (1) homeowner case study and presenting it to the Coordinating Circle
- Creating and/or maintaining stakeholder partnerships such as local cities, Energy Watch programs, Marin Clean Energy and Community Based Organizations to assist in outreach of the Program
- Printing of program collateral
- Collaborating with Home Energy Advisor by sending two (2) 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

ATTACHMENT 1B for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Multifamily Program
Budget NTE: \$17,000

Each of the BayREN participating members, including RCPA, on behalf of Sonoma County, 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 RCPA is \$17,000.

1. Admin - Cross Link for Sonoma County (RCPA)

Purpose: Representing Sonoma County 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 Sonoma County's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of Sonoma County stakeholders
- Communicating with Sonoma County'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 Sonoma County 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 Sonoma County

2. Marketing and Outreach – Local Outreach (ES Division)

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.)

ATTACHMENT 1C for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Codes & Standards Program
Budget NTE: \$32,500

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, 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. The total budget for RCPA is \$32,500.

1. Admin - Cross Link for County of Sonoma (RCPA)

Purpose: Representing County of Sonoma 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 County of Sonoma stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of Sonoma's stakeholders
- Communicating with County of Sonoma'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 County of Sonoma 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 County of Sonoma
- Attending and participating in BayREN Coordinating Circle and Committee calls and meetings

2. Implementation – Codes Program Participation & Local Outreach (ES Division)

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

Role Accountabilities:

- Communicating regularly with County of Sonoma stakeholders, including local Energy Watch/Local Government Partnerships, about BayREN Codes projects and activities
- Sharing the perspective of County of Sonoma stakeholders with the Codes and Standards Committee and Program Lead as appropriate
- Seeking to understand tensions conveyed by any of County of Sonoma 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 (ES Division)

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 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

ATTACHMENT 1D for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Commercial Program
Budget NTE: \$9,000

RCPA, on behalf of County of Sonoma will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle, as well as providing regulatory participation. The total budget for RCPA is \$9,000.

1. Admin - Cross Link for County of Sonoma (RCPA)

Purpose: Representing Sonoma County 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 County of Sonoma's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of Sonoma stakeholders
- Communicating with Contra Costa County'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 County of Sonoma 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 County of Sonoma
- Ensuring audience cultural and language needs are accommodated with appropriate translation and messaging

2. Marketing and Outreach – Local Outreach (ES Division)

Purpose: Support the commercial program at the county level

Role Accountabilities:

- Aiding in the development of marketing strategies, messaging, creative, and collateral as needed for the new 2019 program design
- Recruiting property owners, contractors and business decision-makers through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities and unincorporated areas)
- Facilitating introductions to local Chambers of Commerce, local merchant associations, etc
- Planning and organizing at least one (1) local outreach event
- Coordinating with towns, cities and unincorporated areas within the County, Energy Watch/Local Government Partnership, and other local programs
- Coordinating and partnering with department and agencies to uncover efficiencies in marketing, such as including a BayREN commercial flier with each newly issued Business License, etc
- Providing 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
- Reporting on best and highest performing activities to the Commercial Coordinating Circle
- Coordinating with local jurisdictions on ways to select and recognize program participants publicly
- 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.)

ATTACHMENT 1E for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Water Bill Savings Program
Budget NTE: \$877,307

RCPA will provide local partner water utility support for implementation and marketing in its capacity for Water Bill Savings Program (formally known as PAYS). RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. RCPA, as the Lead Link, will perform additional tasks for the regional implementation of the program, as described below. The total budget for RCPA is \$877,307.

1. Admin – Water Bill Savings Program (WBSP) Lead Link (RCPA)

Purpose: Optimize WBSP program performance

Role Accountabilities:

- Allocating WBSP resources incorporating the input from circle members
- Assigning WBSP 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 WBSP
- Defining and assigning metrics for the program incorporating the input from circle members
- Informing BayREN member(s) of relevant activities within county
- Providing oversight for WBSP Coordination & day-to-day implementation
- Managing consultants
- Providing for WBSP Accounting & proper handling of ratepayer funds
- Monitoring and forecasting budget, expenditures, and receivables
- Adhering to regulatory requirements and guidelines
- Processing sub-consultant and partner utility invoices
- Submitting monthly invoices and reporting

Admin – WBSP Coordination (RCPA)

Purpose: Day-to-day program implementation

Role Accountabilities:

- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, WBSP technical team, partner utilities, PG&E, CPUC, and EM&V consultants
- Reporting on program progress and supporting Program Administrator in responding to data requests

- Overseeing WBSP planning and meetings; monthly meetings anticipated:
 - One WBSP Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
 - Two Administrative meetings per month with Rep Link and BayREN Administrator
 - Four Management meetings with Lead Link and WBSP Coordinator
 - Two WBSP design meetings with Coordinator and Technical Assistance team
 - One Coordinating Circle
- Managing technical sub consultant team
- Adapting and adjusting program as needed
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups
- Refining near-term priorities to enable a regional program model and provide access to centralized funding and administration through ABAG/MTC.

2. Implementation – WBSP Program Design & Technical Assistance (RCPA)

Purpose: Provide excellent service and value to partner utilities through the development and delivery of WBSP programs

Role Accountabilities:

- Advising and assisting participating utilities in developing WBSP program concepts
- Developing utility partner template participation agreements and other required documentation for enrollment in partner utility on-bill programs
- Ensuring that program design meets projected energy savings targets
- Continuing to identify and address common program barriers to better serve commercial and municipal accounts
- Determining target customer and building sector(s), and targeted measures
- Developing and refining program software tools
- Developing and refining operational procedures for start-up, measure delivery, QA/QC, financial operations, etc.
- Facilitating the adoption of model tariffs and on-bill program design for market consistency
- Updating previously developed contracts and forms
- Facilitating the growth of the list of eligible improvements to provide increased opportunities for deeper retrofits and greater environmental and economic benefits
- Assisting partner utilities through procurement of capital, contractors, vendors, and other WBSP services as needed

- Develop and implement training curriculum for utilities, contractors, vendors, etc.
- Support partner utility customer marketing campaign
- Conducting onsite surveys of potential projects and quality assurance on completed projects
- Support EM&V efforts for BayREN reporting

3. Marketing & Outreach – WBSP Local Outreach (ES Division)

Purpose: Support the WBSP program at the county 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 utilities in the County for questions about BayREN
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Supporting WBSP partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders
- Developing relationships with multifamily property owners and groups, the real estate and finance industries, and efficiency-as-a-service companies/organizations
- Presenting at multiple meetings of relevant networks and groups, including local water districts, community based organizations, and real estate/professional associations to promote the program and gather input to enable regional expansion
- Coordinate with existing on-bill programs to raise awareness and increase customer demand with the potential to transition these into the regional program model once launched

ATTACHMENT 1F for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Green Labeling Subprogram
Budget NTE: \$11,000

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. RCPA's role, on behalf of Sonoma County, is to implement the Home Energy Score program, provide real estate sector education, and coordinate County level real estate engagement. The total budget for RCPA is \$11,000.

3. Marketing & Outreach – Green Labeling Local Outreach (ES Division)

Purpose: Supporting the Green Labeling Program at the County level

Role Accountabilities:

- Promoting BayREN (Home Energy Score or real estate education) trainings to local stakeholders
- Identifying local venues or test homes for trainings
- Engaging local building professionals that could serve as Home Energy Score Assessors
- Maintaining and developing relationships with local real estate associations and presenting at realtor meetings
- Providing Program Lead with local information, contacts and data that support and promote the Program

EXHIBIT B
Calendar Year 2019 Budget *Not to Exceeds*

BayREN Program	Task	RCPA	ES Division
Single Family	Administration	\$14,000.00	
	Marketing	\$16,000	\$47,969
	Implementation		
	Incentives		
	Total:	\$30,000.00	\$47,969
Green Labeling	Administration	\$1,000.00	
	Marketing	\$2,500.00	\$7,500
	Implementation		
	Incentives		
	Total:	\$3,500.00	\$7,500
Multifamily	Administration	\$12,000.00	
	Marketing	\$1,000.00	\$4,000
	Implementation		
	Incentives		
	Total:	\$13,000.00	\$4,000
Commercial	Administration	\$4,000.00	
	Marketing	\$1,000	\$4,000
	Implementation		
	Total:	\$5,000.00	\$4,000
Codes & Standards	Administration	\$2,500.00	
	Marketing		
	Implementation	\$7,500.00	\$22,500
	Total:	\$10,000.00	\$22,500
Water/Energy Nexus	Administration	\$1,500.00	
	Marketing	\$142,922.00	\$10,000
	Implementation	\$732,885.00	
	Total:	\$877,307.00	\$10,000
	Total BayREN budget	\$928,807	\$95,969
	Total Agreement Not to Exceed		\$95,969