

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

1. 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 \$168,092 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, 2021 to December 31, 2021 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, 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. Assignment and Delegation. 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. Written Communications. 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: Contract Administration  
411 King St, Santa Rosa, CA 95404  
chris.cone@rcpa.ca.gov

TO: COUNTY: County of Sonoma  
Energy and Sustainability Division  
Attn: Jane Elias  
2300 County Center Drive, Suite A105  
Santa Rosa, CA 95403  
Jane.Elias@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.

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:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sonoma County Regional Climate  
Protection Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_

County Counsel

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR RCPA:

By: \_\_\_\_\_

General Counsel

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 2021.**

Roles and Responsibilities

RCPA will retain some 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 and ES Division will both perform ADMINISTRATIVE responsibilities within the BayREN Scope of Services for BayREN programs other than the Water Bill Savings Program for which RCPA will perform all ADMINISTRATIVE responsibilities. ES Division will perform all MARKETING & OUTREACH and IMPLEMENTATION responsibilities within the Scope of Services for the following BayREN programs as outlined in Revision 1 Attachments 1A, 1B, 1C, 1F and 1E. For the Water Upgrades \$ave Program outlined in Attachment 1D, ES Division will perform only the local IMPLEMENTATION tasks outlined in Marketing and Outreach – Local Outreach for Sonoma County.

**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, Revision 1**

**BayREN Single Family Program**

**Scope of Work**

**2020 Budget Not to Exceed: \$99,592**

**2021 Budget Not to Exceed: \$90,592**

**2022 Budget Not to Exceed: \$90,592**

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. Tasks below are based on local budget and capacity to deliver services. RCPA will provide administrative tasks in its capacity as a Cross Link for participation in the Coordinating Circle.

**Admin — Cross Link for 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 RCPA's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the Coordinating Circle for processing
- Sharing the perspective of RCPA stakeholders
- Communicating with RCPA'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, Sonoma Clean Power and other RCPA and/or 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
- Implementing BayREN communication strategies in Sonoma County
- Developing specific goals for RCPA 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 Single Family program at the county level.

Role Accountabilities:

- Providing program support and information to potential and participating contractors active within the County, as mutually agreed upon by the Lead Link and County Representative. Support activities include:
  - Organizing local realtor and contractor networking event(s) to promote the BayREN Single Family Program
  - 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 Home+ and Participating Contractors
  - Coordinate presentations to homeowner community groups, organizations, and/or employers
  - Identifying homeowner case study/studies and presenting to the Single Family and/or Coordinating Circle
- Creating and/or maintaining stakeholder partnerships such as with local cities, Energy Watch programs, Sonoma Clean Power and Community Based Organizations to assist in outreach of the Program
- Printing of program collateral
- Collaborating with Home Energy Advisors by sending emails for lead generation
- Hosting program information on local website(s) and County social media platforms
- Providing Lead Link with local information, contacts and data that support and promote the Program
- Providing Lead Link information on all planned Program related events in the County
- Reporting on best and highest performing activities to the Single Family and/or Coordinating Circle
- Reporting on any unsuccessful strategies to the Single Family and/or Coordinating Circle
- Analyzing local Program performance to identify gaps and recommendations to Lead Link
- Coordinating with Rising Sun to identify not-yet-reached communities in the RCPA's County
- Sharing with the Single Family Coordinating Circle Program marketing material developed by the RCPA's County

**Attachment 1B**  
**BayREN Green Labeling Subprogram**  
**Scope of Work**

**2020 Budget Not to Exceed: \$11,000**

**2021 Budget Not to Exceed: \$11,000**

**2022 Budget Not to Exceed: \$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 is to implement the Home Energy Score program, provide real estate sector education, and coordinate County level real estate engagement. RCPA will provide administrative tasks in its capacity as a Cross Link for participation in the Coordinating Circle.

**Admin — Cross Link for 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 RCPA's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the Coordinating Circle for processing
- Sharing the perspective of RCPA stakeholders
- Communicating with RCPA'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, Sonoma Clean Power and other RCPA and/or 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
- Implementing BayREN communication strategies in Sonoma County
- Developing specific goals for RCPA 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 Jurisdictions**

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

Role Accountabilities:

- Participating in quarterly calls on program development and implementation
- Identifying local venues or test homes for trainings
- Promoting BayREN real estate education trainings to local stakeholders
- Attending real estate education trainings to provide information on BayREN and build connections with local real estate professionals
- Maintaining and developing relationships with local real estate associations and presenting at realtor meetings
- Engaging local building professionals that could serve as Home Energy Score Assessors
- Promoting Home Energy Score rebates through social media, workshops, or other outreach campaigns
- Providing Lead Link with local information, contacts and data that support and promote the Program

**Attachment 1C, Revision 1**  
**BayREN Multifamily Program**  
**Scope of Work**

**2020 Budget Not to Exceed: \$12,000**

**2021 Budget Not to Exceed: \$17,000**

**2022 Budget Not to Exceed: \$17,000**

Each of the BayREN participating members, including RCPA, 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. RCPA will provide administrative tasks in its capacity as a Cross Link for participation in the Coordinating Circle.

**Admin — Cross Link for 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 RCPA's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the Coordinating Circle for processing
- Sharing the perspective of RCPA stakeholders
- Communicating with RCPA'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, Sonoma Clean Power and other RCPA and/or 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
- Implementing BayREN communication strategies in Sonoma County
- Developing specific goals for RCPA 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.

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.)
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, Sonoma Clean Power, 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, targeted multifamily property owner contact lists
- Reporting on best and highest performing activities to the Multifamily Circle
- Coordinating with local jurisdictions and industry associations to foster relationship-building between local municipal governments and multifamily property owners
- 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.)
- Distributing program impact data to jurisdictions within Sonoma County

**Attachment 1D, Revision 1**  
**BayREN Water Bill Savings Program**  
**Scope of Work**

**2020 Budget Not to Exceed: \$1,020,700**

**2021 Budget Not to Exceed: \$1,268,170**

**2022 Budget Not to Exceed: \$1,019,300**

RCPA will provide local partner water utility support for implementation and marketing in its capacity for Water Bill Savings Program (WBSP). RCPA will serve as the Lead Link for the WBSP. RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle.

**Admin — Cross Link for 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 RCPA's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the Coordinating Circle for processing
- Sharing the perspective of RCPA stakeholders
- Communicating with RCPA'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, Sonoma Clean Power and other RCPA and/or 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
- Implementing BayREN communication strategies in Sonoma County
- Developing specific goals for RCPA in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within the county.

**Admin — Regulatory Participation**

Purpose: Compliance with regulatory requirements and participation in proceedings as delegated.

Role Accountabilities:

- Representing BayREN in CPUC or other regulatory proceedings, as delegated by the Program Administrator
- Supporting all regulatory filings with comments and information related to the program
- Responding to information/data requests from the CPUC related to the program

**Marketing and Outreach — Local Outreach for Sonoma County**

Purpose: Support the Water Bill Savings Program at the county level.

Role Accountabilities:

- Participating in monthly WBSP Committee phone meetings; one-to-two ad hoc WBSP planning and meetings as requested by Lead Link; and one monthly utility coordination meeting
- Facilitating collaboration with County tax assessor to support successor customer notification and access to property data to support targeted marketing activities, as requested by Lead Link
- Performing utility-specific enrollment support tasks, as requested by Lead Link, such as writing a letter of support to utility's local government leadership; attending one to three key enrollment meetings to represent BayREN; recommending local government and community leaders the Program can approach for endorsement letters; and supporting utility program marketing activities through appropriate County channels
- Serving as a local contact for WBSP utilities in the County for questions about BayREN
- Analyzing local program performance to identify gaps and recommendations to the Lead Link
- Providing the Lead Link, as requested, with data and information from existing local and regional water stakeholder groups and initiatives to assist with utility enrollment, such as local contacts at target utility, city, or county governments; multifamily housing associations; multifamily property management businesses; Home Owners Associations; community organizations; and water agency conservation efforts and other stakeholder groups

**Marketing and Outreach — Regional Outreach**

Purpose: Coordinate WBSP outreach at the regional level.

Role Accountabilities:

- Developing and supporting BayREN's marketing activities for regional program, which may include outreach collateral aligned with and in support of other BayREN programs; marketing collateral templates for qualified contractors; and a program specific customer engagement and project facilitation website/portal



- Developing and supporting partner utility customer-focused marketing campaign with activities that may include marketing collateral templates for partner utilities and web content for partner utility websites
- Supervising marketing/branding consultant implementation of customer-focused and utility enrollment marketing plan including development of program name, logo, social media targeted-advertising campaign strategy, and BayREN aligned marketing and outreach activities such as the Program Coordination Service
- Supporting partner utility customer marketing campaigns
- Developing relationships with and presenting to market partners such as real estate and finance industry associations; contractor networks/associations; property owner groups/associations; efficiency-as-a-service companies/organizations; and community-based organizations to promote the program and gather input to enable regional expansion
- Supporting engagement with water sector stakeholder groups such as regional water conservation organizations; water wholesalers; and state water policy agencies including the Department of Water Resources and State Water Resources Control Board
- Supporting WBSP Partner Utility enrollment through outreach to Bay Area water utilities/agencies, Bay Area City and County managers, and elected officials; customers; the general public; and other stakeholders, such as the BayREN members

#### **Implementation — WBSP Lead Link**

Purpose: Optimize performance of the regional WBSP.

Role Accountabilities:

- Allocating WBSP resources incorporating the input from BayREN Coordinating 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 Circle incorporating the input from circle members
- Defining and assigning metrics for the WBSP Circle

#### **Implementation — WBSP Coordination**

Purpose: Smooth day-to-day program implementation.

Role Accountabilities:

- Hosting WBSP Circle meetings and participating in BayREN working groups
- Subcontracting and managing technical subconsultant team
- Coordinating with BayREN members, ABAG, PG&E, CPUC, and EM&V consultants
- Reporting on program progress to BayREN members and supporting Program Administrator in responding to data requests
- Adapting and adjusting program as needed
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups

- Design and implement potentially scalable pilots that align with BayREN's strategic direction

**Implementation — WBSP Program Design and Technical Assistance**

Purpose: Provide excellent service and value to partner utilities through the development and delivery of Program services.

Role Accountabilities:

- Determining target customer and building sector(s), and targeted measures including: Preparing a market analysis for small and medium commercial customers that identifies improvement measures that support a Program commercial offer and conducting a market survey to identify relevant commercial property characteristics within target utility territories (e.g., is the property owned or lease, is the property carrying debt, etc.).
- Expanding the list of eligible improvements to provide increased opportunities for deeper improvements and greater environmental and economic benefits.
- Developing and updating program agreements, forms, and other required documentation for regional program that facilitate contractor oversight and payment, customer on-bill services and repayment obligations, and utility repayment regardless of collections.
- Developing and refining operational procedures for: Start up; contractor services and measure delivery; eligibility thresholds for common improvements; audit/analysis requirements for improvements without eligibility thresholds; project and program QA/QC protocols; financial operations, etc.; and successor customers at the project location including noticing of Program benefits and obligations and other customer education.
- Developing and implementing training curriculum for utilities, contractors, vendors, etc.
- Evaluating opportunities for reduced program or project costs such as through bulk procurement; other contracting opportunities for identified services and materials; and establishing a process for obtaining project buy-down funding for underserved customers to support including landscaping improvements.
- Working with legal experts to develop research, written opinions, review of and comment on existing draft agreements, and testimony as requested in writing by RCPA to address legal and regulatory issues and associated questions related to Program.
- Developing a self-funding business plan and white paper on how water conservation is a solution water rate increases as funding and availability allow.
- Ensuring to the extent possible that the regional program design for water utilities also meets projected energy savings targets (resource program development).
- Supporting EM&V efforts for BayREN reporting.
- Advising and assisting current Partner Utilities in transitioning into the regional program. Coordinating 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.

- Developing and supporting BayREN-led outreach strategy to potential partner utilities and associated local government leadership to effectively enroll partner utilities in a regional program model, including: Drafting presentations for delivery at utility and local government outreach meetings and attendance/co-delivery of presentations as necessary; deploying a Utility Enrollment/Fee Schedule Adoption team to support Partner Utility champions in getting official approval for Program Fee Schedule and program; facilitating the adoption of model fee schedule and on-bill program design for market consistency; and developing and conducting Utility Staff Onboarding trainings.
- Developing a utility “opt-in tool kit” for regional program, including elements such as: Details related to local water rates and building stock assessment; on-bill charge authorization and billing systems requirements; water and energy savings and economic impact potential; minimum expected staff and resource requirements; and model on-bill fee schedule to be used by partner utilities.
- Enrolling a Program Operator(s) including tasks such as: Conducting needs assessment for Program Operator role; conducting a Request for Proposal solicitation; onboarding selected Program Operator(s); supporting contractor enrollment; supporting BayREN program coordination; and providing Program Operator ramp-up capital.
- Supporting development and implementation of contractor recruitment strategy in concert with partners and stakeholders.
- Designing and developing an IT platform for program management and communications between the Program Operator and Program Contractors, Participating Customer support, ABAG finance service reporting and repayment, and BayREN program reporting.
- Establishing data protocols and processes to support customer services and program reporting, including tasks such as: Establishing a customer-facing Customer Service project planning/action tool; establishing an Implementer-facing Program Management hub to customize IT tracking/reporting; and establishing an ABAG-facing Financing Service Automation service for project and utility payments.
- Developing and refining program software tools, which may include: Cost-effectiveness calculator(s) for use with multiple utilities; IT and billing system supports and interfaces to help streamline utility billing system updates required to initiate, track, and transfer the On-Bill Charge; automated tools to facilitate routing and signature of program agreements; operational Program IT platform in Salesforce to support program management, automating ABAG funding/repayment tracking, customer service, and program reporting; and purchase initial set of Salesforce licenses for the Program IT platform set-up, launch, and operation.
- Consistent with available budget and partner utility needs and engagement, developing Multi-Billing-System with Application Program Interface (API) modules to provide automatic, plug-and-play access to utility customer account data to automate the tracking of customer repayments and reporting of project performance to utility staff and ABAG financing service as funding and availability allow.
- Providing oversight for Program coordination and day-to-day operations.
- Assisting BayREN and partner utilities through procurement of capital, contractors, vendors, and other Program services as needed.

- Supporting development of other regional program strategies and support mechanisms as necessary for launch of regional program.
- Convening program review meetings with each Partner Utility on an as needed basis.
- Establishing protocols for program reporting, such as: Obtaining water customer account data; securing PG&E Share My Data Third-Party Operator Certification; establishing and obtaining certification for PII protocols; establishing Resource Program data tracking and reporting systems; and establishing Key Performance Indicators (in alignment with BayREN) tracking.

**Implementation — WBSP Accounting**

Purpose: Proper handling of utility ratepayer funds.

Role Accountabilities:

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

**Attachment 1E, Revision 1**  
**BayREN Commercial Program**  
**Scope of Work**  
**2020 Budget Not to Exceed: \$17,500**  
**2021 Budget Not to Exceed: \$21,500**  
**2022 Budget Not to Exceed: \$21,500**

Each of the BayREN participating members, including RCPA, 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 and Coordinating Circle. RCPA will provide administrative tasks in its capacity as a Cross Link for participation in the Coordinating Circle.

**Admin — Cross Link for 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 RCPA's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the Coordinating Circle for processing
- Sharing the perspective of RCPA stakeholders
- Communicating with RCPA'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, Sonoma Clean Power and other RCPA and/or 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
- Implementing BayREN communication strategies in Sonoma County
- Developing specific goals for RCPA 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 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 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 Lead Link with local information, contacts and data that support and promote the Commercial 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 Program 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 1F, Revision 1**  
**BayREN Codes & Standards Program**  
**Scope of Work**  
**2020 Budget Not to Exceed: \$37,600**  
**2021 Budget Not to Exceed: \$39,000**  
**2022 Budget Not to Exceed: \$39,000**

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. RCPA will provide administrative tasks in its capacity as a Cross Link for participation in the Coordinating Circle.

**Admin — Cross Link for 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 RCPA's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the Coordinating Circle for processing
- Sharing the perspective of RCPA stakeholders
- Communicating with RCPA'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, Sonoma Clean Power and other RCPA and/or 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
- Implementing BayREN communication strategies in Sonoma County

- Developing specific goals for RCPA 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 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 codes-related topics
- Providing Lead Link with local information, contacts and data to support the Program
- Recruiting 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 potential attendees' email, phone number, and other marketing assistance
- Supporting energy policy consideration and adoption at the local government level
- Providing 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 Sonoma County
- Analyzing local program performance to identify gaps and make recommendations to the Lead Link

**Implementation — Technical Advisor**

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

Role Accountabilities:

- 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



**EXHIBIT B**  
Calendar Year 2021 Budget *Not to Exceeds*

<b>BayREN Program</b>	<b>Task</b>	<b>RCPA</b>	<b>ES Division</b>
<b>Single Family</b>	Administration	\$10,000	\$4,000
	Marketing		\$76,592
	Implementation		
	Incentives		
	<b>Total:</b>	<b>\$10,000</b>	<b>\$80,592</b>
<b>Green Labeling</b>	Administration		\$1,000
	Marketing		\$10,000
	Implementation		
	Incentives		
	<b>Total:</b>	<b>\$0</b>	<b>\$11,000</b>
<b>Multifamily</b>	Administration	\$6,000	\$6,000
	Marketing		\$5,000
	Implementation		
	Incentives		
	<b>Total:</b>	<b>\$6,000</b>	<b>\$11,000</b>
<b>Commercial</b>	Administration		\$5,000
	Marketing		\$16,500
	Implementation		
	<b>Total:</b>	<b>\$0</b>	<b>\$21,500</b>
<b>Codes &amp; Standards</b>	Administration		\$2,500
	Marketing		
	Implementation		\$36,500
	<b>Total:</b>	<b>\$0</b>	<b>\$39,000</b>
<b>Water/Energy Nexus</b>	Administration	\$11,000	
	Marketing	\$39,000	
	Implementation	\$363,000	\$5,000
	<b>Total:</b>	<b>\$413,000</b>	<b>\$5,000</b>
	<b>Total BayREN budget</b>	<b>\$429,000</b>	<b>\$168,092</b>
	<b>Total Agreement Not to Exceed</b>		<b>\$168,092</b>