

**AMENDED FUNDING AND IMPLEMENTATION AGREEMENT FOR 2017**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
**ASSOCIATION OF BAY AREA GOVERNMENTS AND COUNTY OF SAN MATEO**

This BayREN Member: County of San Mateo  
Address: 455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

Contact: Andrea Chow  
Phone: (650) 363-4125  
Email: achow@smcgov.org

Effective Date: January 1, 2017

**Background**

- A. BayREN. The San Francisco Bay Area Regional Energy Network (BayREN) consists of ten (10) public entities: Association of Bay Area Governments (ABAG), City and County of San Francisco (SF), Energy Council (StopWaste), County of Contra Costa (Contra Costa), County of Marin (Marin), County of Napa (Napa), County of San Mateo (San Mateo), County of Santa Clara (Santa Clara), City of Suisun City, on behalf of Solano County, (City), and Regional Climate Protection Authority (“RCPA”), on behalf of Sonoma County, (referenced collectively or generically as Members) that have entered into Restated and Revised Memorandum of Understanding with regards to the San Francisco Bay Area Regional Energy Network (MOU).
- B. CPUC Decision. On October 28, 2016 the California Public Utilities Commission (CPUC) issued D.15-10-028 (2016 Decision) approving, among other things, budget to fund implementation of activities through 2025. The Decision also directed Pacific Gas & Electric Company (PG&E) to enter into an annual contract with BayREN to provide funding for the activities identified in the existing PIP.
- C. Funding Agreement. Effective January 1, 2017, ABAG, on behalf of BayREN, and PG&E entered into an agreement denominated under PG&E’s nomenclature as Contract Work Authorization No. 2501322994 and Contract Work Authorization No. 2501322995, to Contract No. 4400007460, including Master Service Agreement (MSA) No. 4400007460 (collectively, 2017 Funding Agreement) which is attached and marked Appendix A for 2017.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2017 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to County of San Mateo in this 2017 Agreement as it may be modified from time to time under this Agreement.
- (b) '2017 Allocated Budget' means the funds available under the 2017 Funding Agreement that are initially allocated to County of San Mateo in this Agreement for implementing the Assigned 2017 SOW as it may be modified from time to time under this 2017 Agreement.
- (c) 'Incentives' means the funds available to pay property owners or contractors upon successful completion of an approved energy efficiency that meets the requirements of the PIP.
- (d) 'Guarantees' means the funds available for allocation to lending institutions as security against defaults on eligible energy efficiency loans pursuant to the PIP.
- (e) 'Revolving Loans' means funds available as loans to property owners to be used to pay for approved energy efficiency retrofits, and then repaid to ABAG to make subsequent loans pursuant to the PIP.

2. PIP Implementation. All Members, including County of San Mateo, agree that the primary purpose of this 2017 Agreement is to successfully implement the PIP that the coordinated and collaborative process set forth in the Restated and Revised MOU is the agreed upon means for the Members to do so and that strategic management of the implementation is a critical part of the approach.

- (a) As of the Effective Date, the Members, including County of San Mateo, have agreed on the initial overall assignment of tasks and requirements of the PIP, and the allocation of the associated funding, to individual Members including County of San Mateo, set forth in Attachment 1 for 2017.
- (b) As of the Effective Date, the Members, including County of San Mateo, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2017 SOWs, and the allocation of the associated funding, to individual Members. If County of San Mateo has been assigned tasks, requirements and budgets for a particular program, then an attachment describing the corresponding scope of work and budget will be attached to this 2017 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2017
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2017
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2017
  - (4) Commercial PACE (Property Assessed Clean Energy ) Scope of Work and Budget, Attachment 1D for 2017
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2017
- (c) The protocols for draw down of the capital funds for the Multifamily Capital Advance Program are set forth in Attachment 4 (Revision 1) to the Funding and Implementation Agreement – BayREN Program Implementation Plan 2013-14 are not being amended herein.

(d) The maximum hourly rates for each labor category for County of San Mateo's employees performing under this 2017 Agreement are set forth in Attachment 3 for 2017. County of San Mateo may invoice for the actual employee hours expended in performing under this 2017 Agreement at an hourly rate up to the maximum rate.

(e) ) County of San Mateo acknowledges that:

- (1) Other Members, except ABAG, are third party beneficiaries of this 2017 Agreement;
- (2) ABAG and each of the other Members will enter into an agreement comparable to this 2017 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2017 PIP and the associated allocation of funding set forth in Attachment 1 for 2017 and Attachment 1A through Attachment 1E, if any, and
- (3) County of San Mateo is a third party beneficiary of each agreement described in subsection (b)(2).

(f) As of the Effective Date, County of San Mateo is a signatory to the Restated and Revised MOU. County of San Mateo intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2017 Agreement.

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

4. Implementation Process. County of San Mateo will implement the 2017 SOW in conformity with this 2017 Agreement and the 2017 Funding Agreement, including without limitation, the following provisions of the 2017 Funding Agreement:

- (a) applicable provisions of Exhibit A, Contingency Provisions, to the General Conditions,
- (b) section 2, Program Requirements, of the Specific Conditions,
- (c) section 6, Approval of Marketing Materials and Media that Include PG&E Name, Trademark or Logo, of the Specific Conditions, and
- (d) section 7, Substantiation of Claims Using PG&E's Logo, of the Specific Conditions.

5. Maximum Budget and Allocated Budget.

- (a) The initial Allocated 2017 Budget is one-hundred twenty thousand, five-hundred eighteen dollars (\$120,518) as described in Attachment 1.
- (b) To ensure that the 2017 SOW and Allocated 2017 Budget can be adjusted pursuant to this 2017 Agreement, the Maximum Budget that can be paid to County of San Mateo for implementing the 2017 SOW is set at One-Million Dollars (\$1,000,000).
- (c) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

- (a) ABAG will reimburse County of San Mateo based on time expended in implementing the 2017SOW. The amount of the reimbursement will be based on the invoices submitted by County of San Mateo in accordance with subsection (c). County of San Mateo will not charge, and ABAG will not pay, any additional sums for work performed, except for allowed reimbursable costs.
- (b) County of San Mateo will be paid in arrears, based upon invoices submitted by County of San Mateo to ABAG. County of San Mateo will submit invoices for payment no more frequently than once monthly. ABAG will promptly review County of San Mateo's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. ABAG will pay County of San Mateo within ten (10) working days after receipt of payment from PG&E. Each invoice shall specify the hourly rates for the individuals, or categories of individuals, as the case may be, that are listed in Attachment 3 for 2017. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

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

- (a) County of San Mateo represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2017 SOW in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.
- (b) County of San Mateo warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2017 SOW with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the 2017 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2017 Agreement and related specifications.

8. Infringement Protection. County of San Mateo represents to each of the other Members, including ABAG, that the material to be prepared under this 2017 Agreement will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. County of San Mateo agrees to indemnify and hold each of the other Members, the CPUC and PG&E (for the purposes of this section only, Indemnitees) harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against Indemnitees alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim,

County of San Mateo agrees, as soon as possible, to either procure for the affected Indemnitee(s) the right to continue using the material, replace the material with non-infringing material or modify it so it becomes noninfringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to the affected Indemnitee(s). County of San Mateo further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including County of San Mateo, acknowledge that under the 2017 Funding Agreement ABAG has agreed, on behalf of the Members, to indemnify, hold harmless and defend the CPUC and PG&E. In recognition of this obligation, County of San Mateo shall indemnify, hold harmless and defend the CPUC, PG&E and their respective members, affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees (for the purposes of this section only, Indemnitees), from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any:

(a) injury to or death of persons

(b) injury to property;

(c) violation of local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations;

(d) strict liability imposed by any law or regulation;

so long as such injury, violation, or strict liability (as set forth in subsections (a) - (d) above) arises from County of San Mateo's performance of, or failure to perform, this Agreement, however caused excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of the Indemnitees.

10. Termination. This Agreement will terminate effective December 31, 2017 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

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

12. Headings. The descriptive headings used in this 2017 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2017 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2017 Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this 2017 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2017 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, County of San Mateo has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

County of San Mateo

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

\_\_\_\_\_  
Don Horsley  
President of the Board

Approved as to Form:

\_\_\_\_\_  
Name, Title

Association of Bay Area Governments

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

\_\_\_\_\_  
Brad Paul  
Acting Executive Director

Approved as to form:

\_\_\_\_\_  
Kenneth K. Moy, Legal Counsel

**APPENDIX “A” FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**



## Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No.2 to Contract Work Authorization No. 2501322994 dated 01/06/2016 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007460 dated 02/11/2013 (the "MSA") between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

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

This Change Order consists of 2 pages.

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

Project Name: Bay Area Regional Energy Network (BayREN)- Single and Multi-family Incentive Payments

Job Location: Various PG&E Territories

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

This Change Order 1 does the following:

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

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

Attachment No. N/A

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

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

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

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

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







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

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



## Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 3 to Contract Work Authorization No. 2501322995 dated 01/06/2016 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007460 dated 02/11/2013 (the "MSA") between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

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

This Change Order consists of 2 pages.

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

Project Name: Bay Area Regional Energy Network (BayREN)

Job Location: Various PG&E Territories

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

This Change Order 1 does the following:

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

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

Attachment No. N/A

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

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

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

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

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





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

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	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

## Single-Family Program

The **Single Family** Program will continue to implement the Energy Upgrade California™ Home Upgrade program in the nine Bay Area counties. Services offered through the Single Family program include:

- Marketing and outreach (regional and local)
- Targeted Audit Incentives for completed PG&E Advanced Home Upgrade program
- Home Upgrade Advisor
- Home Upgrade Rebate Program
- Contractor training, mentoring, and outreach

Single Family Program					Attachment 1A
Agency	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$200,000	\$1,020,838	\$59,571	\$5,100,000	\$6,380,409.00
Energy Council	\$15,000	-	\$106,966	-	\$121,966.00
County of Contra Costa	\$15,000	-	\$82,093	-	\$97,093.00
County of Marin	\$15,000	-	\$26,888	-	\$41,888.00
County of Napa	\$15,000	-	\$15,294	-	\$30,294.00
County of San Francisco	\$15,000	-	\$48,717	-	\$63,717.00
County of San Mateo	\$15,000	-	\$46,518	-	\$61,518.00
County of Santa Clara	\$23,260	\$110,000	\$146,468	-	\$279,728.00
County of Solano	\$15,000	-	\$27,864	-	\$42,864.00
County of Sonoma	\$15,000	-	\$38,772	-	\$53,772.00
<b>2017 Initial Budget</b>	<b>\$343,260.00</b>	<b>\$1,130,838.00</b>	<b>\$599,151.00</b>	<b>\$5,100,000.00</b>	<b>\$7,173,249.00</b>

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



## Multifamily Program

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

The BayREN members will provide services in their jurisdictions to support the BayREN **Multifamily** program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee. San Francisco will provide technical assistance to multifamily properties in the City and County of San Francisco.

Multifamily Program					Attachment 1B
Agency	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$256,000	\$95,000	\$8,000	-	\$359,000.00
Energy Council	\$15,600	\$1,811,700	\$75,500	\$3,750,000	\$5,652,800.00
County of Contra Costa	\$15,600	-	\$10,000	-	\$25,600.00
County of Marin	\$15,600	-	-	-	\$15,600.00
County of Napa	\$15,600	-	\$5,000	-	\$20,600.00
County of San Francisco	\$15,600	\$275,000	\$15,000	-	\$305,600.00
County of San Mateo	\$15,600	-	\$10,000	-	\$25,600.00
County of Santa Clara	\$15,600	-	\$15,000	-	\$30,600.00
County of Solano	\$15,600	-	\$5,000	-	\$20,600.00
County of Sonoma	\$15,600	-	\$5,000	-	\$20,600.00
<b>2017 Initial Budget</b>	<b>\$396,400.00</b>	<b>\$2,181,700.00</b>	<b>\$148,500.00</b>	<b>\$3,750,000.00</b>	<b>\$6,476,600.00</b>

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

## Codes & Standards Program

The **Codes and Standards** program promotes an integrated, measurement-driven management process for enhancing energy code compliance. Members will assist with local trainings, regional forums and compliance assessment. The program's goals include:

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

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

Codes & Standards Program					Attachment 1C
Agency	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$137,200	\$758,000	-	-	\$895,200.00
Energy Council	\$2,700	\$114,000	-	-	\$116,700.00
County of Contra Costa	\$2,700	\$25,000	-	-	\$27,700.00
County of Marin	\$2,700	\$29,000	-	-	\$31,700.00
County of Napa	\$2,700	\$27,000	-	-	\$29,700.00
County of San Francisco	\$2,700	\$52,000	-	-	\$54,700.00
County of San Mateo	\$2,700	\$29,000	-	-	\$31,700.00
County of Santa Clara	\$2,700	\$27,000	-	-	\$29,700.00
County of Solano	\$2,700	\$25,000	-	-	\$27,700.00
County of Sonoma	\$2,700	\$27,000	-	-	\$29,700.00
<b>2017 Initial Budget</b>	<b>\$161,500.00</b>	<b>\$1,113,000.00</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,274,500.00</b>

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

## Financing Programs

### Commercial Property Assessed Clean Energy (PACE)

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

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

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

Commercial PACE					Attachment 1D
Agency/Program	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$26,000	\$181,705	\$5,000	-	\$212,705.00
Energy Council	\$700	-	-	-	\$700.00
County of Contra Costa	\$700	-	-	-	\$700.00
County of Marin	\$700	-	-	-	\$700.00
County of Napa	\$700	-	-	-	\$700.00
County of San Francisco	\$15,700	\$17,500	-	-	\$33,200.00
County of San Mateo	\$700	-	-	-	\$700.00
County of Santa Clara	\$700	-	-	-	\$700.00
County of Solano	\$700	-	-	-	\$700.00
County of Sonoma	\$700	-	-	-	\$700.00
<b>2017 Initial Budget</b>	<b>\$47,300.00</b>	<b>\$199,205.00</b>	<b>\$50,000.00</b>	<b>\$0</b>	<b>\$251,505.00</b>

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

## Financing Programs

### Pay As You Save (PAYS)

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

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

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

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

PAYS					Attachment 1E
Agency/Program	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$25,000	\$9,800	-	-	\$34,800.00
Energy Council	\$1,000	\$4,800	-	-	\$5,800.00
County of Contra Costa	\$1,000	-	-	-	\$1,000.00
County of Marin	\$1,000	-	-	-	\$1,000.00
County of Napa	\$1,000	\$4,800	-	-	\$5,800.00
County of San Francisco	\$1,000	\$4,800	-	-	\$5,800.00
County of San Mateo	\$1,000	-	-	-	\$1,000.00
County of Santa Clara	\$1,000	-	-	-	\$1,000.00
County of Solano	\$1,000	-	-	-	\$1,000.00
County of Sonoma	\$1,610	\$232,885	\$69,451	-	\$303,946.00
<b>2017 Initial Budget</b>	<b>\$34,610.00</b>	<b>\$257,085.00</b>	<b>\$69,451.00</b>	<b>\$0</b>	<b>\$361,146.00</b>

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



## Financing Programs

### Multifamily Capital Advance

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

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

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

Multifamily Capital Advance				Attachment 1F for Energy Council	
Agency/Program	Budget Category				Program Total
	Administration	Implementation	Marketing & Outreach	Incentives	
ABAG	\$50,000	\$880,000	-	-	\$930,000.00
Energy Council	\$20,000	-	\$50,000	-	\$70,000.00
County of Contra Costa	-	-	-	-	\$0
County of Marin	-	-	-	-	\$0
County of Napa	-	-	-	-	\$0
County of San Francisco	-	-	-	-	\$0
County of San Mateo	-	-	-	-	\$0
County of Santa Clara	-	-	-	-	\$0
County of Solano	-	-	-	-	\$0
County of Sonoma	-	-	-	-	\$0
<b>2017 Initial Budget</b>	<b>\$70,000.00</b>	<b>\$880,000.00</b>	<b>\$50,000.00</b>	<b>\$0</b>	<b>\$1,000,000.00</b>

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

**ATTACHMENT 1A FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**

## **ATTACHMENT 1A for 2017**

### **County of San Mateo**

#### **Scope of Work**

#### **BayREN Single Family Program**

**Budget NTE: \$61,518**

The BayREN Counties will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family homeowners; contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for County of San Mateo is \$61,518. Tasks below are based on local budget and capacity to deliver services.

#### **I. Admin - Cross Link**

**Purpose:** Representing County of San Mateo 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 San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of San Mateo's stakeholders
- Communicating with County of San Mateo'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 San Mateo's 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.
- Work with Lead Link to assure deliverables are met for accountability purposes.

## II. Marketing and Outreach

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

### **Role Accountabilities:**

- Provide program support and information to potential and participating contractors.
- Organize one local contractor roundtable or networking event
- Present at two realtor meetings to maintaining and develop relationships with local real estate associations and groups
- Coordinate tabling and outreach at ten events
- Organize four Homeowner workshops
- Prepare five presentations to homeowner community groups, organizations, or employers
- Establish two partnerships with local organizations to promote Home Upgrade
- Conduct two direct mail campaigns and identify one homeowner case study
- Purchase digital or print media and/or program collateral
- Coordinate co-op marketing with Participating Contractors
- Partner with three county tax assessors, cities, or realtors to distribute new homeowner welcome packets
- Maintain and create stakeholder partnerships such as local cities, Energy Watch programs and Community Based Organizations to assist in outreach of the program
- With oversight from the Lead link, implement innovative marketing tactics, perform research tasks and/or participate in related professional development trainings.
- Hosting program information on local website(s)
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Partner with statewide ME&O for events and marketing
- Partner with Home Upgrade Advisor to send four emails for lead generation
- Reporting on best and highest performing activities to the Single Family Circle
- Analyzing local program performance to identify gaps and recommendations to Program Lead

### **Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$15,000.00
Implementation	-
Marketing & Outreach	\$46,518.00
Total	\$61,518.00

**ATTACHMENT 1B FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**

## **ATTACHMENT 1B for 2017**

### **County of San Mateo**

#### **Scope of Work**

#### **BayREN Multifamily Program**

**Budget NTE: \$25,600**

The BayREN Counties 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 County of San Mateo is \$25,600. Tasks below are assigned based on local budget and capacity to deliver services.

#### **I. Admin – Cross Link**

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

## **II. Multifamily Local Outreach**

**Purpose:** To support the multifamily program in increasing awareness and generating interest 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 organizing two local outreach activities
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
- Hosting program information on local website(s), and suggesting local media and social media outlets for program content
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Gathering information needed for assembling workable multifamily property owner contact lists
- Reporting on best and highest performing activities to the Multifamily Circle
- Coordinating with local jurisdictions on ways to recognize past multifamily program participants
- Supporting lead link with market analysis studies by providing outreach data requested
- Working with local jurisdictions to distribute case study content through available media (press releases, websites, newsletters, social media, etc.)

### **Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$15,600.00
Implementation	-
Marketing & Outreach	\$10,000.00
Total	\$25,600.00

**ATTACHMENT 1C FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**



**ATTACHMENT 1C for 2017**  
**County of San Mateo**  
**Scope of Work**  
**BayREN Codes & Standards Program**  
**Budget NTE: \$31,700**

The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes & Standards Program. These tasks include: coordination with the BayREN Codes and Standards Committee and Coordinating Circle; promotion of trainings, over the counter and electronic compliance improvement tools, regional forums, and reach code and zero net energy (ZNE) policy resources; and engagement with the Bay Area chapters of the International Code Council (ICC), City and County Board of Supervisors, local governments within their respective County and other key stakeholders (local contractor and building professional groups/associations, property owner and building operator associations, etc.). The total budget for County of San Mateo for 2017 is \$31,700. Tasks below are assigned based on local budget and capacity to deliver services.

**I. Admin – Cross Link**

**Purpose:** Represent County of San Mateo context within BayREN

**Role Accountabilities:**

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- 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

**II. Implementation**

**a. Local Stakeholder Engagement**

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

**Role Accountabilities:**

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

**Budget**

<b>Task</b>	<b>Budget</b>
Administration	\$2,700.00
Implementation	-
Marketing & Outreach	\$29,000.00
Total	\$31,700.00

**ATTACHMENT 1D FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**

**ATTACHMENT 1D for 2017**  
**County of San Mateo**  
**Scope of Work**  
**BayREN Commercial PACE Program**  
**Budget NTE: \$700**

County of San Mateo will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is \$700.

**Admin – Cross Link**

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

## Budget

Task	Budget
Administration	\$700.00
Implementation	-
Marketing & Outreach	-
Total	\$700.00

**ATTACHMENT 1E FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**

## **ATTACHMENT 1E for 2017**

### **County of San Mateo**

#### **Scope of Work**

#### **BayREN PAYST<sup>TM</sup> Program**

**Budget NTE: \$1,000**

County of San Mateo will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is \$1,000.

#### **Admin – Cross Link**

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

## Budget

Task	Budget
Administration	\$1,000.00
Implementation	-
Marketing & Outreach	-
Total	\$1,000.00



**ATTACHMENT 2 FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**

## ATTACHMENT 2 for 2017

### County of San Mateo

The Final Decision, issued on September 19, 2013 in CPUC Proceeding Number A.12-07-001, et. al. disapproved of the BayREN Single Family Loan Loss Reserve subprogram, proposed as part of the BayREN Energy Efficiency Financing Portfolio. Accordingly, the amounts of the revolving loan funds are revised as follows:

Single Family Loan Loss Reserve <sup>1</sup>	\$0
Multi-Family Capital Advance	\$1,500,000

The procedure for drawing down loan funds, as approved by the BayREN Coordinating Committee on October 31, 2013, is:

- The loans are available regionally on a first-come first-served basis. The disbursement of loan funding to projects will be contingent upon their lenders' ability and commitment to contribute at least half of the overall capital to co-finance upgrades. There are a number of program variables that will impact the allocation of the disbursement including: lender receptivity to program participation, average and maximum loan sizes (and therefore the number of loans available out of the 1.5million capital pool), timing and the necessity to leverage the Bay REN Multifamily incentive program to provide the Quality Assurance mechanisms for the loan product, and identifying upgrade project scopes of work that can be installed with-in the budget of the maximum loan amounts provided jointly by BayREN and the participating lender(s).
- Implementers will institute process measures to provide equal opportunity to the entire region by actively targeting participation from lenders and property owners in each of the 9 county jurisdictions.
- Lender participation agreements and loan reservations will be honored through their expiration dates.

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<sup>1</sup> The budget for the Single Family Loan Loss Reserve has been amended on Attachment 1, revision 2 in conformity with Decision A.12-07-001. The Scope of Work for services related to Single Family Loan Loss Reserve is deleted from the Implementation Agreement.

**ATTACHMENT 3 FOR 2017**  
**FUNDING AND IMPLEMENTATION AGREEMENT**  
**BAYREN PROGRAM IMPLEMENTATION PLAN 2017**

**Attachment 3 for 2017**

**County of San Mateo**

**January 1, 2017 to December 31, 2017**

<b>Organization</b>	<b>Classification</b>	<b>Not to exceed billing rate (\$/hr)</b>
County of San Mateo	Program Manager	\$118.15
County of San Mateo	Resource Conservation Specialist III	\$97.40
County of San Mateo	Resource Conservation Specialist II	\$91.75
County of San Mateo	Resource Conservation Specialist I	\$85.31
County of San Mateo	Fellow III	\$53.64

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