

FUNDING AND IMPLEMENTATION AGREEMENT FOR 2020-2022
Bay Area Regional Energy Network (BayREN) Program Implementation Plan
Between Association of Bay Area Governments and County of San Mateo

- A. Parties. The parties to this Agreement (Agreement) are the Association of Bay Area Governments (ABAG), whose address is 375 Beale Street, Suite 700, San Francisco, CA 94105, and the County of San Mateo, whose address is Office of Sustainability, 455 County Center, 4th Floor, Redwood City, CA 94063.
- B. BayREN. The San Francisco Bay Area Regional Energy Network (BayREN) consists of ten (10) public entities: Association of Bay Area Governments (ABAG), City and County of San Francisco (SF), Energy Council (StopWaste), County of Contra Costa (Contra Costa), County of Marin (Marin), County of Napa (Napa), County of San Mateo (San Mateo), County of Santa Clara (Santa Clara), County of Solano (Solano), and Regional Climate Protection Authority (RCPA), on behalf of Sonoma County, (referenced collectively or generically as MEMBERS or “MEMBER AGENCY”) that have entered into Restated and Revised Memorandum of Understanding with regards to the San Francisco Bay Area Regional Energy Network (“Revised and Restated MOU”).
- C. CPUC Decision. On October 28, 2016 the California Public Utilities Commission (CPUC) issued D.15-10-028 (2016 Decision) approving, among other things, budget to fund implementation of activities through 2025. The budget was reaffirmed by the CPUC in D.18-05-041, issued on June 5, 2018. These Decisions also directed Pacific Gas & Electric Company (PG&E) to enter into an annual contract with ABAG to provide funding for the activities identified in the existing and revised BayREN Program Implementation Plans (PIP). In D.19-12-012 the CPUC allowed BayREN and PG&E, as the fiscal agent, to enter into mutually agreeable contract terms.
- D. ABAG-PG&E Funding Agreement. Effective January 1, 2020, ABAG, on behalf of BayREN, and PG&E entered into an agreement denominated under PG&E’s nomenclature as Contract Work Authorization BayREN-CWA.2020 2022 (CWA 2020-2022), issued under and pursuant to the Master Service Agreement (MSA) No. 4400007460, and as modified effective January 1, 2020 (collectively, ABAG-PG&E Funding Agreement). CWA 2020-2022 provides BayREN funding from January 1, 2020 through December 31, 2022 and is included in this Agreement as Exhibit 1: ABAG-PG&E Funding Agreement, incorporated herein by this reference.
- E. ABAG-MTC Contract for Services. ABAG and the Metropolitan Transportation Commission (MTC) entered into a Contract for Services under which MTC provides administrative and program services to ABAG. Effective July 1, 2017, the staffs of ABAG and MTC were consolidated. MTC staff now serve both the Association of Bay Area Governments and the Metropolitan Transportation Commission. As such, all interactions between ABAG and County of San Mateo contained within this Agreement, shall be conducted by MTC staff on behalf of ABAG;

Terms and Conditions

1. Definitions.

- (a) ‘Assigned Scope of Work (SOW)’ means the tasks and requirements of the PIP that are initially assigned to County of San Mateo in this Agreement as it may be modified from time to time under this Agreement.
- (b) ‘Allocated Budget’ means the funds available under the Agreement that are allocated to County of San Mateo in this Agreement for implementing the Assigned SOW as it may be modified from time to time under this Agreement.
- (c) ‘Incentives’ means the funds available to pay property owners or contractors upon successful completion of an approved energy efficiency project that meets the requirements of the PIP.
- (d) ‘Revolving Loans’ means funds available as loans to property owners to be used to pay for approved energy efficiency retrofits, and then repaid to ABAG to make subsequent loans pursuant to the PIP.
- (e) “Cross Link” means the voting representative from a MEMBER AGENCY that serves on the Coordinating Circle, as described in Section D and E of the Revised and Restated MOU.
- (f) “BayREN Administrator” means the MEMBER AGENCY that has been elected by the Coordinating Circle to provide overall BayREN administration.
- (g) “Lead Link” refers to the individual that has been elected by the Coordinating Circle, to lead a specific BayREN subprogram (i.e. Single Family, Multifamily, Codes and Standards, Water Bill Savings Program, Green Labeling, Commercial), and assigns resources, roles and priorities for the subprogram. The Lead Link may also be referred to as the “program lead”.
- (h) “Rep Link” means the individual elected by the subprogram committee (aka Program Circle) that channels tensions within the subcommittee.
- (i) “Tensions” mean anything that a MEMBER perceives as preventing the program(s) from moving forward.
- (j) “PIP” means Program Implementation Plan and is also referred to as an Implementation Plan, or “IP”.

2. PIP Implementation. All Members, including County of San Mateo, agree that the primary purpose of this Agreement is to successfully implement the PIP that the coordinated and collaborative process set forth in the Restated and Revised MOU, executed by all BayREN Members in 2015, is the agreed upon means for the Members to do so and that strategic management of the implementation is a critical part of the approach to successful implementation.

- (a) 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 2020-2022.
- (b) The Members, including County of San Mateo, have agreed on the initial assignment of tasks and requirements for individual programs in all the SOWs, and the allocation of the associated funding, to individual Members. County of San Mateo has been assigned tasks, requirements

and budgets for a particular program. An attachment describing the corresponding scope of work and budget is attached to this Agreement and numbered as follows:

- (1) Single Family Scope of Work and Budget, Attachment 1A for 2020-2022
 - (2) Green Labeling Scope of Work and Budget, Attachment 1B for 2020-2022
 - (3) Multifamily Scope of Work and Budget, Attachment 1C for 2020-2022
 - (4) Water Bill Savings Program Scope of Work and Budget, Attachment 1D for 2020-2022
 - (5) Commercial Scope of Work and Budget, Attachment 1E for 2020-2022
 - (6) Codes and Standards Scope of Work and Budget, Attachment 1F for 2020-2022
- (c) The maximum hourly rates for each labor category for County of San Mateo's employees performing under this Agreement are set forth in Attachment 2 for 2020-2022. County of San Mateo may invoice for the actual employee hours expended in performing under this Agreement at an hourly rate up to the maximum rate.
- (d) County of San Mateo acknowledges that:
- (1) Other MEMBERS, except ABAG, are third party beneficiaries of this Agreement;
 - (2) ABAG and each of the other MEMBERS will enter into an agreement comparable to this Agreement whereby each other MEMBER, including ABAG, will accept the initial assignment of tasks and requirements of the PIP and the associated allocation of funding set forth in Attachment 1 for 2020-2022 and Attachment 1A through Attachment 1F, if any, and
- (e) 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 Agreement.

3. Maximum Budget and Allocated Budget.

- (a) The Allocated Budget for County of San Mateo is described in Attachment 1 for 2020-2022 and contingent upon annual approval of BayREN's Annual Budget Advice Letter and/or other CPUC approvals, and the ABAG Budget and Work Program. Unspent funds at the conclusion of each Calendar Year are not available in following years, unless the CPUC directs otherwise.

County of San Mateo may, with prior written approval from BayREN Administrator, shift budget among program and subprogram totals within the same calendar year, so long as the contract total remains unchanged.

4. Reimbursement Process.

- (a) Pursuant to contract for services ABAG-MTC Contract for Services, MTC will reimburse County of San Mateo based on time expended in implementing the SOWs. The amount of the reimbursement will be based on the invoices submitted by County of San Mateo. County of San Mateo will not charge, and MTC 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/MTC. County of San Mateo will submit invoices for payment no more frequently than once monthly. MTC will promptly review County of San Mateo's invoices,

approve or disapprove them for payment. MTC will pay County of San Mateo within thirty (30) working days after receipt of the invoice. Each invoice shall specify the hourly rates for the individuals, or categories of individuals, as the case may be, that are listed in Attachment 2 for 2020-2022. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached. A written narrative describing the work performed and deliverables completed (if any), in an agreed upon format, shall accompany the invoice.

All invoices, supporting documentation, and narratives shall be submitted electronically.

5. Assurances and Warranties Regarding Implementation of PIP. County of San Mateo acknowledges that under the ABAG-PG&E 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 ABAG-PG&E 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 SOWs in conformity with the relevant CPUC Decisions 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 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 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Agreement and related specifications.

6. Infringement Protection. County of San Mateo represents to each of the other MEMBERS, including ABAG, that the material to be prepared under this Agreement will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. 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.

7. Indemnification. All Members, including County of San Mateo, acknowledge that under the ABAG-PG&E 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 ABAG, the CPUC, PG&E and their respective members, affiliates, subsidiaries, parent company, commissioners, officers, managers, directors, agents, and employees (for the purposes of this section only, Indemnitees), from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any:

(a) injury to or death of persons

(b) injury to property;

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

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

so long as such injury, violation, or strict liability (as set forth in subsections (a) - (d) above) arises from 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.

8. Term and Termination. This Agreement commences on January 1, 2020 and terminates effective December 31, 2022 or the date the ABAG-PG&E Funding Agreement is terminated, whichever occurs earlier.

9. Records/Audit. County of San Mateo shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG/MTC in accordance with generally-accepted accounting principles. County of San Mateo shall permit authorized representatives of ABAG/MTC and/or PG&E or the CPUC and its agents, 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 ABAG-PG&E Funding Agreement.

10. Data to be Furnished by ABAG/MTC. All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("ABAG/MTC Data") made available to County of San Mateo by ABAG/MTC for use by County of San Mateo in the performance of its services under this Agreement shall remain the property of ABAG/MTC and shall be returned to ABAG/MTC at the completion or termination of this Agreement. No license to such ABAG/MTC Data, outside of the Scope of Work of the Project, is conferred or implied by County of San Mateo's use or possession of such ABAG/MTC Data.

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

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

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

IN WITNESS WHEREOF, 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.

ASSOCIATION OF BAY AREA
GOVERNMENTS

County of San Mateo,
A political subdivision of the State of
California

Therese W. McMillan,
Metropolitan Transportation Commission
Executive Director, Acting Pursuant to the
Contract for Services dated May 30, 2017

Warren Slocum
President, Board of Supervisors

Attachment 1 for 2020-2022

Subprogram	Budget Category	2020	2021	2022
Single Family (Attachment 1A)	Administration	\$14,000.00	\$14,000.00	\$14,000.00
	Implementation	-	-	-
	Marketing	\$91,161.00	\$91,161.00	\$91,161.00
	Incentives	-	-	-
	Total:	\$105,161.00	\$105,161.00	\$105,161.00
Green Labeling (Attachment 1B)	Administration	\$1,000.00	\$1,000.00	\$1,000.00
	Implementation	-	-	-
	Marketing	\$10,000.00	\$10,000.00	\$10,000.00
	Incentives	-	-	-
	Total:	\$11,000.00	\$11,000.00	\$11,000.00
Multifamily (Attachment 1C)	Administration	\$12,000.00	\$12,000.00	\$12,000.00
	Implementation	-	-	-
	Marketing	\$10,000.00	\$10,000.00	\$10,000.00
	Incentives	-	-	-
	Total:	\$22,000.00	\$22,000.00	\$22,000.00
Water/Energy Nexus (Attachment 1D)	Administration	\$1,500.00	\$1,500.00	\$1,500.00
	Implementation	\$5,000.00	\$5,000.00	\$5,000.00
	Marketing	-	-	-
	Total:	\$6,500.00	\$6,500.00	\$6,500.00
Commercial (Attachment 1E)	Administration	\$5,000.00	\$5,000.00	\$5,000.00
	Implementation	-	-	-
	Marketing	\$25,000.00	\$25,000.00	\$25,000.00
	Total:	\$30,000.00	\$30,000.00	\$30,000.00
Codes & Standards (Attachment 1F)	Administration	\$2,500.00	\$2,500.00	\$2,500.00
	Implementation	\$35,300.00	\$35,300.00	\$35,300.00
	Marketing	-	-	-
	Total:	\$37,800.00	\$37,800.00	\$37,800.00
Contract Total		\$212,461.00	\$212,461.00	\$212,461.00

Attachment 1A

BayREN Single Family Program

Scope of Work

2020 Budget Not to Exceed: \$105,161

2021 Budget Not to Exceed: \$105,161

2022 Budget Not to Exceed: \$105,161

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.

Admin - Cross Link for County of San Mateo

Purpose: Representing San Mateo County context within BayREN.

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the 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, East Bay Clean Energy 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
- Implementing BayREN communication strategies in County of San Mateo
- Developing specific goals for County of San Mateo in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within County of San Mateo

Marketing & Outreach – Local Outreach for County of San Mateo

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 Plus 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, local Community Choice Aggregator 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 County of San Mateo

- Sharing with the Single Family Coordinating Circle Program marketing material developed by the County of San Mateo

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. County of San Mateo's role is to implement the Home Energy Score program, provide real estate sector education, and coordinate County level real estate engagement.

Admin - Cross Link for County of San Mateo

Purpose: Representing San Mateo County context within BayREN.

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the 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, East Bay Clean Energy 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
- Implementing BayREN communication strategies in County of San Mateo

- Developing specific goals for County of San Mateo in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within County of San Mateo

Marketing & Outreach – Local Outreach for County of San Mateo

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

BayREN Multifamily Program

Scope of Work

2020 Budget Not to Exceed: \$22,000

2021 Budget Not to Exceed: \$22,000

2022 Budget Not to Exceed: \$22,000

Each of the BayREN participating members, including County of San Mateo, 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.

Admin - Cross Link for County of San Mateo

Purpose: Representing San Mateo County context within BayREN.

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the 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, East Bay Clean Energy 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
- Implementing BayREN communication strategies in County of San Mateo
- Developing specific goals for County of San Mateo in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within County of San Mateo

Marketing & Outreach – Local Outreach for County of San Mateo

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, local Community Choice Aggregator, 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 the member county

Attachment 1D

BayREN Water Bill Savings Program

Scope of Work

2020 Budget Not to Exceed: \$6,500

2021 Budget Not to Exceed: \$6,500

2022 Budget Not to Exceed: \$6,500

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

Admin - Cross Link for County of San Mateo

Purpose: Representing San Mateo County context within BayREN.

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the 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, East Bay Clean Energy 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
- Implementing BayREN communication strategies in County of San Mateo
- Developing specific goals for County of San Mateo in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within County of San Mateo

Implementation – Local Outreach for County of San Mateo

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 Lead Link
- Providing 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

Attachment 1E

BayREN Commercial Program

Scope of Work

2020 Budget Not to Exceed: \$30,000

2021 Budget Not to Exceed: \$30,000

2022 Budget Not to Exceed: \$30,000

Each of the BayREN participating members, including County of San Mateo, 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.

Admin - Cross Link for County of San Mateo

Purpose: Representing San Mateo County context within BayREN.

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the 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, East Bay Clean Energy 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
- Implementing BayREN communication strategies in County of San Mateo

- Developing specific goals for County of San Mateo in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within County of San Mateo

Marketing & Outreach – Local Outreach for County of San Mateo

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

BayREN Codes & Standards Program

Scope of Work

2020 Budget Not to Exceed: \$37,800

2021 Budget Not to Exceed: \$37,800

2022 Budget Not to Exceed: \$37,800

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

Admin - Cross Link for County of San Mateo

Purpose: Representing San Mateo County context within BayREN.

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into the 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, East Bay Clean Energy 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
- Implementing BayREN communication strategies in County of San Mateo

- Developing specific goals for County of San Mateo in line with the BayREN Business Plan, including strategies for managing and operating BayREN efforts more effectively and leveraging other programs within County of San Mateo

Implementation – Local Outreach for County of San Mateo

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 County of San Mateo
- Analyzing local program performance to identify gaps and make recommendations to the Lead Link

Attachment 2 for 2020-2022
County of San Mateo
January 1, 2020 to December 31, 2022

Staff Category	Not to exceed billing rate (\$/hr) ***
Resource Conservation Program Manager	\$129.99
Senior Sustainability Specialist	\$113.45
Resource Conservation Specialist III	\$106.64
Resource Conservation Specialist II	\$100.59
Resource Conservation Specialist I	\$93.49
Intern / Fellow II	\$47.44
Intern / Fellow I	\$36.30

*** The values in the table above are billing rates which include salary, benefits and overhead.