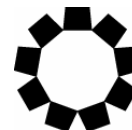


# ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



**ABAG**

## AGENDA

### **ABAG EXECUTIVE BOARD MEETING NO. 429**

Thursday, November 16, 2017, 7:00 PM

Location:

Bay Area Metro Center  
Board Room  
375 Beale Street  
San Francisco, California

*The ABAG Executive Board may act on any item on this agenda.*

*Agenda and attachments available at <http://abag.ca.gov/meetings/execboard.html>*

*This meeting is scheduled to be webcast live at <http://abag.ca.gov/meetings/execboard.html>*

*For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.*

#### **1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

#### **2. PUBLIC COMMENT**

INFORMATION

#### **3. ANNOUNCEMENTS**

INFORMATION

#### **4. PRESIDENT'S REPORT**

INFORMATION

##### **A. Resolution of Appreciation for Kenneth Moy**

#### **5. EXECUTIVE DIRECTOR'S REPORT**

INFORMATION

*Attachment: Executive Director's Report (To be sent under separate cover.)*

#### **6. CONSENT CALENDAR**

ACTION

Unless there is a request by an ABAG Executive Board member to take up an item on the Consent Calendar separately, the Consent Calendar will be acted upon in one motion.

**A. Approval of Executive Board Summary Minutes of Meeting No. 428 held on September 21, 2017**

*Attachment: Summary Minutes of September 21, 2017*

**B. Ratification of Results of Election of the President and Vice President of the Association of Bay Area Governments**

*Attachment: Memo Election Ratification*

**C. Approval of Meeting Schedule for 2018**

*Attachment: Proposed Meeting Schedule 2018*

**D. Approval of Contract Amendments for 2018 Bay Area Regional Network**

*Attachments: Memo BayREN Contract Amendments; Contract Amendments and Approval Summaries Combined*

- 1) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for Energy Council in the amount of \$6,023,966**
- 2) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for County of Contra Costa in the amount of \$128,593**
- 3) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for County of Marin in the amount of \$90,888**
- 4) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for County of Napa in the amount of \$85,094**
- 5) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for City and County of San Francisco in the amount of \$458,017**
- 6) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for County of San Mateo in the amount of \$120,518**
- 7) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for County of Santa Clara in the amount of \$235,468**
- 8) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for County of Solano in the amount of \$92,864**
- 9) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for Regional Climate Protection Authority in the amount of \$408,718**
- 10) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for Blue Point Planning in the amount of \$30,000**
- 11) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for Clean Energy Policy Advisors in the amount of \$10,000**
- 12) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for CLEAResult Consulting in the amount of \$3,086,500**
- 13) **Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for Frontier Energy in the amount of \$361,500**

**14) Approval of Contract Amendments for 2018 Bay Area Regional Network (BayREN) Activities for Sustainable Real Estate Solutions in the amount of \$128,975**

**E. Approval of Pre-Qualified Panel of Consultants to Provide Evaluation, Measurement, and Verification Services for Bay Area Regional Energy Network (BayREN) Activities**

*Attachments: Memo BayREN EMV*

**F. Adoption of Resolution No. 16-17 Authorizing Submittal of Proposal and Enter into Grant Agreement with the State Parks Division of Boating and Waterways under the Clean Vessel Act Program**

*Attachments: Memo Clean Vessel Act Proposal; Resolution No. 16-17; Application*

**G. Adoption of Resolution No. 17-17 Authorizing Acceptance of Federal Emergency Management Agency Cooperative Technical Partners Program Grant in the amount of \$299,221**

*Attachments: Memo FEMA CTP; Resolution No. 17-17*

**H. Adoption of Resolution No. 18-17 Authorizing the Acceptance of a US Environmental Protection Agency Brownfields Community Wide Coalition Assessment Grant in the amount of \$600,000**

*Attachments: Memo EPA Brownfields; Resolution No. 18-17*

**I. Ratification of an Agreement with Urban Resilient Strategies**

*Attachments: Memo Urban Resilient Strategies; Contract; Approval Summary*

**J. Authorization to Enter into Subaward Agreement with Aquatic Sciences Center for the Bay Area Regional Wetland Monitoring Program**

*Attachments: Memo Aquatic Sciences Center; Approval Summary*

**7. ABAG ADMINISTRATIVE COMMITTEE REPORT**

**ACTION**

Administrative Committee Chair Julie Pierce, Councilmember, City of Clayton, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations.

*Agenda and attachments available at <http://abag.ca.gov/meetings/>*

**8. ABAG LEGISLATION COMMITTEE REPORT**

**ACTION**

Committee Chair Scott Haggerty, Supervisor, County of Alameda, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations.

*Attachment: Legislation Committee Agenda*

*Agenda and attachments available at <http://abag.ca.gov/meetings/>*

**ABAG Executive Board**

November 16, 2017

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**9. ABAG FINANCE COMMITTEE REPORT**

ACTION

Committee Chair Karen Mitchoff, Supervisor, County of Contra Costa, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations.

*Attachment: Finance Committee Agenda*

*Agenda and attachments available at <http://abag.ca.gov/meetings/>*

**A. Authorization to Increase the Approved 2017-2018 Budget and Work Program to Reflect the Addition of the Calendar Year 2018 BayREN Funding**

ACTION

*Attachment: Memo Budget BayREN*

**10. ABAG REGIONAL PLANNING COMMITTEE REPORT**

ACTION

Committee Chair Pradeep Gupta, Mayor, City of South San Francisco, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations.

*Agenda and attachments available at <http://abag.ca.gov/meetings/>*

**11. REPORT ON LOCAL COLLABORATION PROGRAMS**

INFORMATION/ACTION

Brian Mayhew, MTC Chief Financial Officer, and Brad Paul, MTC Deputy Executive Director, Local Government Services, will give the staff report.

**A. Adoption of Resolution No. 19-17 Approving the Joint Powers Agreement Creating the Advancing California Finance Authority (ACFA)**

*Attachments: Memo ACFA JPA; Presentation; Resolution No. 19-17; ACFA JPA*

**B. Adoption of Resolution No. 20-17 Authorizing Amending the Existing Joint Powers Agreement among the Association of Bay Area Governments, State Coastal Conservancy, and the San Francisco Bay Restoration Authority**

*Attachments: Memo Amending SFBRA JPA; Resolution No. 20-17; Amended JPA (Redline)*

**12. ADJOURNMENT**

The next regular meeting of the ABAG Executive Board is tentatively on January 18, 2018.

Date Submitted: November 8, 2017

Date Posted: November 9, 2017

# SUMMARY MINUTES (DRAFT)

ABAG Executive Board Meeting No. 428  
Thursday, September 21, 2017  
Bay Area Metro Center  
375 Beale Street, Board Room  
San Francisco, California

## 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ABAG President Julie Pierce, Councilmember, City of Clayton, called the meeting of the Executive Board of the Association of Bay Area Governments to order at about 7:01 p.m.

A quorum of the ABAG Executive Board was present at about 7:01 p.m.

<b>Representatives and Alternates Present</b>	<b>Jurisdiction</b>
Supervisor Candace Andersen	County of Contra Costa
Mayor Jesse Arreguin	City of Berkeley
Director Industry Programs Laurel Arvanitidis	City and County of San Francisco
Councilmember Annie Campbell Washington	City of Oakland
Supervisor Cindy Chavez	County of Santa Clara
Supervisor David D. Cortese	County of Santa Clara
Councilmember Pat Eklund	City of Novato
Mayor Leon Garcia	City of American Canyon
Mayor Liz Gibbons	City of Campbell
Vice Mayor Pradeep Gupta	City of South San Francisco
Supervisor Scott Haggerty	County of Alameda
Supervisor Erin Hannigan	County of Solano
Vice Mayor Dave Hudson	City of San Ramon
Councilmember Sergio Jimenez	City of San Jose
Mayor Wayne J. Lee	City of Millbrae
Supervisor Karen Mitchoff	County of Contra Costa
Councilmember Raul Peralez	City of San Jose
Councilmember Julie Pierce	City of Clayton
Senior Advisor Andres Power	City and County of San Francisco
Supervisor David Rabbitt	County of Sonoma
Supervisor Belia Ramos	County of Napa
Senior Policy Advisor AnMarie Rodgers	City and County of San Francisco
Supervisor Dennis Rodoni	County of Marin
Mayor Greg Scharff	City of Palo Alto
Supervisor Norman Yee	City and County of San Francisco
<b>Representatives Absent</b>	<b>Jurisdiction</b>
Mayor Len Augustine	City of Vacaville
Supervisor David Canepa	County of San Mateo
Councilmember Lan Diep	City of San Jose
Councilmember Lynette Gibson McElhaney	City of Oakland
Councilmember Abel J. Guillen	City of Oakland
Board Member William D. Kissinger *	SFRWQCB
Vice Mayor Jake Mackenzie	City of Rohnert Park

Supervisor Nathan Miley  
Supervisor Dave Pine  
Mayor Trish Spencer

County of Alameda  
County of San Mateo  
City of Alameda

\* Non-voting Advisory Member

**Staff Present**

Steve Heminger, MTC Executive Director  
Adrienne Weil, MTC General Counsel  
Alix Bockelman, MTC Deputy Executive Director, Policy  
Andrew Fremier, MTC Deputy Executive Director, Operations  
Brian Mayhew, MTC Chief Financial Officer  
Brad Paul, MTC Deputy Executive Director, Local Government Services

**2. PUBLIC COMMENT**

There was no public comment.

**3. ANNOUNCEMENTS**

Pat Eklund, Councilmember, City of Novato, requested a briefing on CASA in November.

[A briefing was held at the joint ABAG Administrative Committee and MTC Planning Committee meeting and at the ABAG Regional Planning Committee meeting in October.]

**4. PRESIDENT'S REPORT**

President Pierce requested, with the concurrence of the Legislation and Governmental Organization Committee and the Finance and Personnel Committee, that the names of these committees be changed to the Legislation Committee and the Finance Committee, respectively.

President Pierce recognized a motion by Wayne Lee, Mayor, City of Millbrae, which was seconded by Erin Hannigan, Supervisor, County of Solano, to change the names of the Legislation and Governmental Organization Committee and the Finance and Personnel Committee to the Legislation Committee and the Finance Committee, respectively.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Arreguin, Arvanitidis, Campbell Washington, Chavez, Cortese, Eklund, Garcia, Gibbons, Gupta, Haggerty, Hannigan, Hudson, Jimenez, Lee, Mitchoff, Peralez, Pierce, Power, Rabbitt, Ramos, Rodgers, Rodoni, Scharff, Yee (25).

The nay votes were: None.

Abstentions were: None.

Absent were: Augustine, Canepa, Diep, Gibson McElhaney, Guillen, Mackenzie, Miley, Pine, Spencer (9).

The motion passed unanimously.

President Pierce requested that the Executive Board ratify, under the Consent Calendar, the appointment of Karen Mitchoff, Supervisor, County of Contra Costa; Dave Hudson, Vice Mayor, City of San Ramon, and herself to the Canvassing Board for the Election of the President and Vice President.

**5. EXECUTIVE DIRECTOR'S REPORT**

Steve Heminger, Executive Director, gave the Executive Director's Report for September 2017.

Members discussed the representation of elected officials on CASA.

**6. CONSENT CALENDAR**

President Pierce recognized a motion by Scott Haggerty, Supervisor, County of Alameda, which was seconded Dave Hudson, Vice Mayor, City of San Ramon, to approve the Consent Calendar, including the ratification of the appointment of Karen Mitchoff, Supervisor, County of Contra Costa; Dave Hudson, Vice Mayor, City of San Ramon, and Julie Pierce, Councilmember, City of Clayton, to the Canvassing Board for the Election of the President and Vice President.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Arreguin, Arvanitidis, Campbell Washington, Chavez, Cortese, Eklund, Garcia, Gibbons, Gupta, Haggerty, Hannigan, Hudson, Jimenez, Lee, Mitchoff, Peralez, Pierce, Power, Rabbitt, Ramos, Rodgers, Rodoni, Scharff, Yee (25).

The nay votes were: None.

Abstentions were: None.

Absent were: Augustine, Canepa, Diep, Gibson McElhaney, Guillen, Mackenzie, Miley, Pine, Spencer (9).

The motion passed unanimously.

**A. Approval of Executive Board Summary Minutes of Meeting No. 426 held on July 20, 2017, and Special Meeting No. 427 held on July 26, 2017**

**B. Ratification of Committee Appointment**

The Executive Board ratified the following committee appointment:

Finance Committee

Cindy Chavez, Supervisor, County of Santa Clara

**C. Approval of Election Calendar—President and Vice President**

The Executive Board adopted the election calendar for President and Vice President for the term of office beginning on January 1, 2018 and ending on December 31, 2019, approved revisions to the election procedures, and ratified the appointment of a three-member canvassing committee.

**D. Approval of Contract Amendment—Bay Area Regional Energy Network and Frontier Energy, Inc. in the Amount of \$223,000**

**E. Approval of Contract Amendment—Bay Area Regional Energy Network and Blue Point Planning, LLC in the Amount of \$48,425**

**F. Approval of Contract Amendment—Bay Area Regional Energy Network and Energy Council in the Amount of \$222,000**

- G. Approval of Contract Amendment—Bay Area Regional Energy Network and Pacific Gas & Electric (PG&E) in the Amount of \$189,486**
- H. Adoption of Resolution No. 13-17 Authorizing the MTC Executive Director, or designee, to Execute Agreements Providing for Payment of Loan Capital for Approved Multifamily Capital Advance Program (MFCAP) Projects**
- I. Authorization to Secure a Catering Contract for the State of the Estuary Conference**
- J. Authorization to enter into Agreement with U.S. Environmental Protection Agency for San Francisco Estuary Partnership’s Fiscal Year 2017-2018 National Estuary Program Funds in the amount of \$600,000**
- K. Authorization to Enter into Agreement with U.S. Environmental Protection Agency for new Bay Area Wetlands Regional Monitoring Program Plan Funds in the amount of \$278,245**
- L. Adoption of Resolution No. 14-17 Authorizing Staff to Execute San Francisco Bay Region Integrated Regional Water Management (IRWM) Grant Documents**
- M. Authorization to Enter into Contract Agreement Renewal with Santa Clara Valley Water District for Permit Assistance**
- N. Adoption of Resolution No. 15-17 Authorizing Acceptance of Assistance Grant Funds from U.S. Geological Survey**
- O. Approval of Contract Agreements with Local Project Sponsors for Eight Bay Area Integrated Regional Water Management Projects (IRWM Round 4) and Notification of Revised Project Funding Amounts**
- P. Approval of the Appointment of Bradford Paul, MTC Deputy Executive Director, Local Government Services, as a Director of the 375 Beale Condominium Corporation**
- Q. Notification of Personnel Reassignment**

**7. ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE REPORT**

Committee Chair Scott Haggerty, Supervisor, County of Alameda, reported on Committee activities, including the following: approval of the summary minutes of meeting on July 20, 2017; report on legislative history; and report on housing legislation.

President Pierce recognized a motion by Haggerty, which was seconded by Karen Mitchoff, Supervisor, County of Contra Costa, to approve the committee report.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Arreguin, Arvanitidis, Campbell Washington, Chavez, Cortese, Eklund, Garcia, Gibbons, Gupta, Haggerty, Hannigan, Hudson, Jimenez, Lee, Mitchoff, Peralez, Pierce, Power, Rabbitt, Ramos, Rodgers, Rodoni, Scharff, Yee (25).

The nay votes were: None.

Abstentions were: None.



Absent were: Augustine, Canepa, Diep, Gibson McElhaney, Guillen, Mackenzie, Miley, Pine, Spencer (9).

The motion passed unanimously.

## **8. ABAG FINANCE AND PERSONNEL COMMITTEE REPORT**

### **A. Revision to June 30, 2017 Amendment to Employment Agreement for Kenneth Moy to Add Dental and Vision Insurance**

Committee Chair Karen Mitchoff, Supervisor, County of Contra Costa, reported on Committee activities, including the following: approval of summary minutes of meeting on July 20, 2017; report on financial reports for June 2017; report on financial reports for July 2017 (unaudited); report on financial investments for July 2017; report on Local Collaboration Programs; revision to the June 30, 2017 amendment to employment agreement for Kenneth Moy.

President Pierce recognized a motion by Mitchoff, which was seconded by Dave Hudson, to approve the committee report, including revision to the June 30, 2017 amendment to employment agreement for Kenneth Moy to add Dental and Vision insurance.

There was no discussion.

There was no public comment.

The aye votes were: Andersen, Arreguin, Arvanitidis, Campbell Washington, Chavez, Cortese, Eklund, Garcia, Gibbons, Gupta, Haggerty, Hannigan, Hudson, Jimenez, Lee, Mitchoff, Peralez, Pierce, Power, Rabbitt, Ramos, Rodgers, Rodoni, Scharff, Yee (25).

The nay votes were: None.

Abstentions were: None.

Absent were: Augustine, Canepa, Diep, Gibson McElhaney, Guillen, Mackenzie, Miley, Pine, Spencer (9).

The motion passed unanimously.

## **9. REPORT ON LOCAL COLLABORATION PROGRAMS**

Brad Paul, MTC Deputy Executive Director, Local Government Services, report on Local Collaboration Program activities, including the following: San Francisco Estuary Conference on October 10-11, 2017; updated San Francisco Estuary Partnership website; San Francisco Estuary Partnership Implement Committee meeting; update on ABAG Finance Authority for Nonprofit Corporations; update on the Advancing California Finance Authority; ABAG POWER Board meeting on October 26, 2017; workshop on Energy Planning: Implementing Microgrids as a Resilience Strategy workshop on September 28, 2017; update on ABAG Pooled Liability Assurance Network.

Members discussed the status of the Advancing California Finance Authority.

**10. ADJOURNMENT**

President Pierce adjourned the meeting of the ABAG Executive Board at about 7:39 p.m.

The next regular meeting of the ABAG Executive Board is on November 16, 2017.

Submitted:

/s/ Fred Castro, Clerk of the Board

Date Submitted: November 9, 2017

Approved:

*For information or to review audio recordings of ABAG Executive Board meetings, contact Fred Castro, Clerk of the Board, at (415) 820 7913 or FredC@abag.ca.gov.*



Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Ratification of Results of Election of the President and Vice President of the Association of Bay Area Governments**

At the close of the nomination period at noon on Friday, October 13, 2017, one candidate had filed the necessary nomination petition for the office of President and three candidates had filed for the office of Vice President of the Association of Bay Area Governments. The sole candidate for President was David Rabbitt, Supervisor, County of Sonoma. The candidates for Vice President were Greg Scharff, Mayor, City of Palo Alto; Lynette Gibson McElhaney, Councilmember, City of Oakland; and Pat Eklund, Councilmember, City of Novato.

Pursuant to the *Association's Procedures for Election of the President and Vice President* (Procedures), as amended: "If, at the close of nominations, only one candidate has been nominated for the office of President or for the office of Vice President, then such sole nominee is declared hereby to be elected to such office."

Further, an election for the office of Vice President was conducted according the *Procedures*. By the end of the voting period on November 6, 2017, at 12 noon, voter ballots were received from five counties and 50 cities/towns. On November 8, 2017, the Canvassing Board comprised of Julie Pierce, Councilmember, City of Clayton; Karen Mitchoff, Supervisor, County of Contra Costa; and Dave Hudson, Vice Mayor, City of San Ramon, oversaw the counting of voter ballots. Alix Bockelman, MTC Deputy Executive Director, Policy, my designee, directed the counting of the voter ballots and certified the results as follows:

Greg Scharff, Mayor, City of Palo Alto—123 votes;  
Pat Eklund, Councilmember, City of Novato—68 votes.  
Lynette Gibson McElhaney, Councilmember, City of Oakland—38 votes;

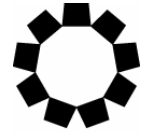
Therefore, I am declaring David Rabbitt, Supervisor, County of Sonoma, as the Association's President-elect, and Greg Scharff, Mayor, City of Palo Alto, as Vice President-elect for the term beginning January 1, 2018 and expiring December 31, 2019.

### **Recommended Action**

The Executive Board is requested to ratify the results of the election of President and Vice President of the Association.

Steve Heminger

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# MEETING SCHEDULE 2018

*Approved by the Executive Board: [Date]*

*Agenda and attachments available at <http://abag.ca.gov/meetings/execboard.html>*

*For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.*

## General Assembly and Business Meeting

Date: To Be Announced

Time: To Be Announced

Location: To Be Announced

## Executive Board

Dates: Thursday, January 18  
Thursday, March 15  
Thursday, May 17  
Thursday, July 19  
Thursday, September 20  
Thursday, November 15

Time: 7:00 p.m. to 10:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

## Legislation Committee

Dates: *See Executive Board Schedule*  
Time: 4:00 p.m. to 5:00 p.m.  
Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

## Finance Committee

Dates: *See Executive Board Schedule*  
Time: 5:00 p.m. to 6:00 p.m.  
Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

## Administrative Committee

Dates: *Special meetings scheduled as needed.*

## Regional Planning Committee

Dates: Wednesday, February 7  
Wednesday, April 4  
Wednesday, June 6  
Wednesday, August 1  
Wednesday, October 3  
Wednesday, December 5  
Time: 12:00 p.m. to 3:00 p.m.  
Location: Bay Area Metro Center, 375 Beale Street, Yerba Buena Conference Room,  
San Francisco  
Contact: Wally Charles, Section Administrator, Planning, (415) 820 7993,  
wcharles@bayareametro.gov



Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Approval of 2018 Contract Amendments for Bay Area Regional Energy Network (BayREN)**

### Executive Summary

This memorandum requests Executive Board approval of 2018 contract amendments for BayREN member agencies: Energy Council, on behalf of Alameda County jurisdictions; County of Contra Costa; County of Marin; County of Napa; City and County of San Francisco; County of San Mateo; County of Santa Clara; County of Solano; Regional Climate Protection Authority, on behalf of Sonoma County jurisdictions, and third party consultants: BluePoint Planning LLC; Clean Energy Policy Advisors; CLEAResult Consulting, Inc.; Frontier Energy, Inc.; and Sustainable Real Estate Solutions, Inc. The contract amendments total \$11,451,360. Additionally, the memorandum requests the Board to authorize the Executive Director of MTC, acting pursuant to the Contract for Services dated May 30, 2017, to enter negotiations and execute necessary agreements as needed during the period of January 2018 through December 2018 with the remaining available budget of \$5,561,385.

### Background

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities. The California Public Utilities Commission (CPUC), in Decision 12-11-015 authorized funding for BayREN. Thereafter in Decision 14-10-046, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision. The annual budget is \$16.9 million. The budget and program is set on a calendar year basis. The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E. ABAG's current contract with PG&E is through 2019.

ABAG has contracts with BayREN member agencies<sup>1</sup> and with third party consultants that were selected through a competitive process to assist in the implementation of the programs.<sup>2</sup> The

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<sup>1</sup> The budgets for each member agency is determined by the amount of activities the agencies select and if an agency is the lead for a particular program. Energy Council's budget includes the full rebate budget available to Bay Area multifamily property owners.)

<sup>2</sup> Draft contracts may be viewed at: <https://mtcdrive.box.com/v/BayREN2018>

## Approval of 2018 Contract Amendments for BayREN

November 9, 2017

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overall BayREN budget is developed each calendar year and contracts are thereafter amended on an annual basis.

On November 15, 2012 the Board authorized the Executive Director of ABAG to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of BayREN programs. On November 19, 2015, the Executive Board approved the acceptance of additional funding from the CPUC for the continued implementation of BayREN until the earlier of 2025 or when the CPUC issues a superseding decision and authorized the Executive Director of ABAG to enter negotiations and execute the necessary agreements for acceptance of the approved funding and implementation of the BayREN program.

### Recommended Action

The Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to negotiate and enter into contract amendments with BayREN member agencies and third party implementers for services in 2018 as follows:

1. Energy Council:	\$6,023,966
2. County of Contra Costa:	\$128,593
3. County of Marin:	\$90,888
4. County of Napa:	\$85,094
5. City and County of San Francisco:	\$458,017
6. County of San Mateo:	\$120,518
7. County of Santa Clara:	\$235,468
8. County of Solano:	\$92,864
9. Regional Climate Protection Authority:	\$408,718
10. BluePoint Planning:	\$30,000
11. Clean Energy Policy Advisors:	\$10,000
12. CLEAResult Consulting:	\$3,086,500
13. Frontier Energy:	\$361,500
14. Sustainable Real Estate Solutions:	\$128,975
	\$11,261,101

Furthermore, the Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to negotiate and enter into and amend agreements as necessary for implementation of the BayREN program in 2018 up to the total budget amount of \$16,916,745.



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Steve Heminger



## **Approval of 2018 Contract Amendments for BayREN**

November 9, 2017

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### **Attachments**

Energy Council  
County of Contra Costa  
County of Marin  
County of Napa  
City and County of San Francisco  
County of San Mateo  
County of Santa Clara  
County of Solano  
Regional Climate Protection Authority  
BluePoint Planning  
Clean Energy Policy Advisors  
CLEAResult Consulting  
Frontier Energy  
Sustainable Real Estate Solutions

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**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND ENERGY COUNCIL  
(ON BEHALF OF ALAMEDA COUNTY JURISDICTIONS)

This BayREN Member: Energy Council  
Address: 1537 Webster Street,  
Oakland, CA 94612

Contact: Karen Kho  
Phone: (510) 891-6509  
Email: kkho@stopwaste.org

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to Energy Council in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to Energy Council in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 Energy Council, agree that the primary purpose of this 2018 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 Energy Council, 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 Energy Council, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including Energy Council, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If Energy Council 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for Energy Council's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. Energy

Council may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.

(d) Energy Council acknowledges that:

- (1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;
- (2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and
- (3) Energy Council is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, Energy Council is a signatory to the Restated and Revised MOU. Energy Council intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

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

4. Implementation Process. Energy Council will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Six-Million, Twenty-Three Thousand, Nine Hundred and Sixty-Six Dollars (\$6,023,966) as described in Attachment 1.
- (b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

- (a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse Energy Council based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by Energy Council in accordance with subsection (c). Energy Council will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) Energy Council will be paid in arrears, based upon invoices submitted by Energy Council to MTC. Energy Council will submit invoices for payment no more frequently than once monthly. MTC will promptly review Energy Council's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay Energy Council 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 2018. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

7. Assurances and Warranties Regarding Implementation of PIP. Energy Council 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. Energy Council 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 Energy Council's representations and warranties.

(a) Energy Council represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 SOW in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.

(b) Energy Council warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. Energy Council represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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. Energy Council 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, Energy Council 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). Energy Council further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including Energy Council, 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, Energy Council 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 Energy Council'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. Energy Council shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. Energy Council shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of Energy Council relating to its performance of services under this Agreement. Energy Council 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, Energy Council 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.

Energy Council

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

\_\_\_\_\_  
Wendy Sommer  
Executive Director

Approved as to form:

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

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel





**S U M M A R Y O F E X E C U T I V E B O A R D A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307 and 2309)
<b>Consultant:</b>	Energy Council
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to Alameda County jurisdictions; participate in administrative activities related to BayREN operations; serve as lead for BayREN’s multifamily, multifamily capital advance and Home Energy Score program. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$6,023,966 (includes rebates)
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with Energy Council for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$6,023,966 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND COUNTY OF CONTRA COSTA

This BayREN Member: County of Contra Costa  
Address: Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553

Contact: Demian Hardman, Senior Planner  
Phone: (925) 674-7826  
Email: demian.hardman@dcd.cccounty.us

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to County of Contra Costa in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to County of Contra Costa in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 Contra Costa, agree that the primary purpose of this 2018 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 Contra Costa, 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 Contra Costa, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including County of Contra Costa, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If County of Contra Costa 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for County of Contra Costa's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. County of

Contra Costa may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.

(d) County of Contra Costa acknowledges that:

(1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;  
(2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and

(3) County of Contra Costa is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, County of Contra Costa is a signatory to the Restated and Revised MOU. County of Contra Costa intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

3. Changes to PIP Implementation. Under the Restated and Revised MOU, County of Contra Costa 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 Contra Costa will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is One-Hundred and Twenty-Eight Thousand, Five Hundred and Ninety-Three Dollars (\$128,593) as described in Attachment 1.

(b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

(a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse County of Contra Costa based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by County of Contra Costa in accordance with subsection (c). County of Contra Costa will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) County of Contra Costa will be paid in arrears, based upon invoices submitted by County of Contra Costa to MTC. County of Contra Costa will submit invoices for payment no more frequently than once monthly. MTC will promptly review County of Contra Costa's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay County of Contra Costa 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 2018. 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 Contra Costa 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 Contra Costa 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 Contra Costa's representations and warranties.

(a) County of Contra Costa represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 Contra Costa warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. County of Contra Costa represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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 Contra Costa 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 Contra Costa 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 Contra Costa further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including County of Contra Costa, 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 Contra Costa 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 Contra Costa'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. County of Contra Costa shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. County of Contra Costa shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of County of Contra Costa relating to its performance of services under this Agreement. County of Contra Costa 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, County of Contra Costa 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 Contra Costa

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

\_\_\_\_\_  
John Kopchik, Director  
Dept. of Conservation and Development

Approved as to form:

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

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	County of Contra Costa
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to the County of Contra Costa jurisdictions; participate in administrative activities related to BayREN operations. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$128,593
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with County of Contra Costa for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$128,593 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	



**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND COUNTY OF MARIN

This BayREN Member: County of Marin  
Address: Community Development Agency  
3501 Civic Center Drive  
Room 308  
San Rafael, CA 94930

Contact: Dana Armanino  
Phone: (415) 473-3292  
Email: DArmanino@marincounty.org

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to County of Marin in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to County of Marin in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 Marin, agree that the primary purpose of this 2018 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 Marin, 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 Marin, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including County of Marin, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If County of Marin 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for County of Marin's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. County of

Marin may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.

(d) County of Marin acknowledges that:

(1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;  
(2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and

(3) County of Marin is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, County of Marin is a signatory to the Restated and Revised MOU. County of Marin intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

3. Changes to PIP Implementation. Under the Restated and Revised MOU, County of Marin 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 Marin will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Ninety-Thousand and Eight Hundred and Eighty-Eight Dollars (\$90,888) as described in Attachment 1.

(b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

(a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse County of Marin based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by County of Marin in accordance with subsection (c). County of Marin will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) County of Marin will be paid in arrears, based upon invoices submitted by County of Marin to MTC. County of Marin will submit invoices for payment no more frequently than once monthly. MTC will promptly review County of Marin's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay County of Marin 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 2018. 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 Marin 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 Marin 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 Marin's representations and warranties.

(a) County of Marin represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 Marin warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. County of Marin represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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 Marin 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 Marin 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 Marin further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including County of Marin, 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 Marin 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 Marin'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. County of Marin shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. County of Marin shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of County of Marin relating to its performance of services under this Agreement. County of Marin 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, County of Marin 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 Marin

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

\_\_\_\_\_  
Judy Arnold  
President, Board of Supervisors

Approved as to form:

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

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y O F E X E C U T I V E B O A R D A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	County of Marin
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to the County of Marin jurisdictions; participate in administrative activities related to BayREN operations. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$90,888
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with County of Marin for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$90,888 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND COUNTY OF NAPA

This BayREN Member: County of Napa  
Address: Department of Public Works  
804 First Street  
Napa, CA 94559

Contact: Deborah Elliott  
Phone: (707) 259-5969  
Email: Deborah.Elliott@countyofnapa.org

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.



## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to County of Napa in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to County of Napa in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 Napa, agree that the primary purpose of this 2018 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 Napa, 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 Napa, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including County of Napa, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If County of Napa 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for County of Napa's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. County of

Napa may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.

- (d) County of Napa acknowledges that:
  - (1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;
  - (2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and
  - (3) County of Napa is a third party beneficiary of each agreement described in subsection (b)(2).
- (e) As of the Effective Date, County of Napa is a signatory to the Restated and Revised MOU. County of Napa intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

3. Changes to PIP Implementation. Under the Restated and Revised MOU, County of Napa 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 Napa will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Eighty-Five Thousand and Ninety-Four Dollars (\$85,094) as described in Attachment 1.
- (b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

- (a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse County of Napa based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by County of Napa in accordance with subsection (c). County of Napa will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) County of Napa will be paid in arrears, based upon invoices submitted by County of Napa to MTC. County of Napa will submit invoices for payment no more frequently than once monthly. MTC will promptly review County of Napa's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay County of Napa 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 2018. 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 Napa 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 Napa 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 Napa's representations and warranties.

(a) County of Napa represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 Napa warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. County of Napa represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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 Napa 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 Napa 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 Napa further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including County of Napa, 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 Napa 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 Napa'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. County of Napa shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. County of Napa shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of County of Napa relating to its performance of services under this Agreement. County of Napa 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, County of Napa 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 Napa

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

\_\_\_\_\_  
Judy Arnold  
President, Board of Supervisors

Approved as to form:

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

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y O F E X E C U T I V E B O A R D A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	County of Napa
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs County of Napa jurisdictions; participate in administrative activities related to BayREN operations. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$85,094
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with County of Napa for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$85,094 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND CITY AND COUNTY OF SAN FRANCISCO

This BayREN Member: City and County of San Francisco  
Address: 1455 Market Street  
Suite 1200  
San Francisco, CA 94103

Contact: Lowell Chu  
Phone: (415) 355-3738  
Email: Lowell.Chu@sfgov.org

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to SF in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to SF in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 SF, agree that the primary purpose of this 2018 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 SF, 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 SF, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including SF, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If SF 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for SF's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. SF may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.



- (d) SF acknowledges that:
- (1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;
  - (2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and
  - (3) SF is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, SF is a signatory to the Restated and Revised MOU. SF intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

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

4. Implementation Process. SF will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Four-Hundred, Fifty-Eight Thousand and Seventeen Dollars (\$458,017) as described in Attachment 1.
- (b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

- (a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse SF based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by SF in accordance with subsection (c). SF will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.
- (b) SF will be paid in arrears, based upon invoices submitted by SF to MTC. SF will submit invoices for payment no more frequently than once monthly. MTC will promptly review SF's invoices, approve or disapprove them for payment and submit approved invoices to

PG&E. MTC will pay SF 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 2018. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

7. Assurances and Warranties Regarding Implementation of PIP. SF 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. SF 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 SF's representations and warranties.

(a) SF represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 SOW in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.

(b) SF warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. SF represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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. SF 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, SF 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). SF further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including SF, 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, SF 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 SF'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. SF shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. SF shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of SF relating to its performance of services under this Agreement. SF 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, SF 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.

City and County of San Francisco

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

\_\_\_\_\_  
Deborah Raphael  
Director  
San Francisco Department of Environment

Approved as to form:

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

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	City and County of San Francisco (SFE)
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to residents and businesses in the city and county of San Francisco; serve as the lead of the Commercial program and as an implementer for the multifamily program in San Francisco; participate in administrative activities related to BayREN operations. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$458,017
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with City and County of San Francisco for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$458,017 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND COUNTY OF SAN MATEO

This BayREN Member: County of San Mateo  
Address: Office of Sustainability  
455 County Center  
Fourth Floor  
Redwood City, CA 94063

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

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to County of San Mateo in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to County of San Mateo in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 2018 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 2018.
- (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 2018 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for County of San Mateo's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. County of San

Mateo may invoice for the actual employee hours expended in performing under this 2018 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 2018 Agreement;
- (2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and
- (3) County of San Mateo is a third party beneficiary of each agreement described in subsection (b)(2).

(e) 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 2018 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 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is One-Hundred and Twenty Thousand and Five-Hundred and Eighteen Dollars (\$120,518) as described in Attachment 1.
- (b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

- (a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse County of San Mateo based on time expended in implementing the 2018 SOW. 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 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 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 and submit approved invoices to PG&E. MTC 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 2018. 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 2018 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 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 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 2018 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, 2018 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 MTC in accordance with generally-accepted accounting principles. County of San Mateo shall permit authorized representatives of MTC 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 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: \_\_\_\_\_

\_\_\_\_\_  
Warren Slocum  
President of the Board

Approved as to form:

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

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	County of San Mateo
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to County of San Mateo jurisdictions; participate in administrative activities related to BayREN operations. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$120,518
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with County of San Mateo for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$120,518 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND COUNTY OF SANTA CLARA

This BayREN Member: County of Santa Clara  
Address: Office of the County Executive  
Office of Sustainability and Climate Action  
70 W. Hedding Street  
Eleventh Floor  
San Jose, CA 95110

Contact: Natalie DeLeon  
Phone: (408) 993-4763  
Email: natalie.deleon@ceo.sccgov.org

Effective Date: January 1, 2018

**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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to County of Santa Clara in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to County of Santa Clara in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 Santa Clara, agree that the primary purpose of this 2018 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 Santa Clara, 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 Santa Clara, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including County of Santa Clara, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If County of Santa Clara 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for County of Santa Clara's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. County of

Santa Clara may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.

(d) County of Santa Clara acknowledges that:

(1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;  
(2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and

(3) County of Santa Clara is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, County of Santa Clara is a signatory to the Restated and Revised MOU. County of Santa Clara intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

3. Changes to PIP Implementation. Under the Restated and Revised MOU, County of Santa Clara 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 Santa Clara will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Two-Hundred and Thirty-Five Thousand and Four-Hundred and Sixty-Eight Dollars (\$235,468) as described in Attachment 1.

(b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

(a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse County of Santa Clara based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by County of Santa Clara in accordance with subsection (c). County of Santa Clara will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) County of Santa Clara will be paid in arrears, based upon invoices submitted by County of Santa Clara to MTC. County of Santa Clara will submit invoices for payment no more frequently than once monthly. MTC will promptly review County of Santa Clara's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay County of Santa Clara 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 2018. 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 Santa Clara 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 Santa Clara 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 Santa Clara's representations and warranties.

(a) County of Santa Clara represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 Santa Clara warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. County of Santa Clara represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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 Santa Clara 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 Santa Clara 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 Santa Clara further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.



9. Indemnification. All Members, including County of Santa Clara, 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 Santa Clara 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 Santa Clara'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. County of Santa Clara shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. County of Santa Clara shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of County of Santa Clara relating to its performance of services under this Agreement. County of Santa Clara 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, County of Santa Clara 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 Santa Clara,  
A political subdivision of the State of  
California

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

\_\_\_\_\_  
David Cortese  
President, Board of Supervisors

Attest:

By: \_\_\_\_\_  
Megan Doyle, Clerk of the Board of Supervisors  
Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Shirley R. Edwards, Deputy County Counsel

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_

Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



SUMMARY OF EXECUTIVE BOARD APPROVAL

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	County of Santa Clara
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to Santa Clara county jurisdictions; participate in administrative activities related to BayREN operations. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$235,468
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with County of Santa Clara for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$235,468 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND COUNTY OF SOLANO

This BayREN Member: County of Solano  
Address: 675 Texas Street  
Suite 5500  
Fairfield, CA 94533

Contact: Narcissa Untal  
Phone: (707) 784-3172  
Email: NUntal@solanocounty.com

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to County of Solano in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to County of Solano in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 Solano, agree that the primary purpose of this 2018 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 Solano, 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 Solano, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including County of Solano, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If County of Solano 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for County of Solano's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. County of

Solano may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.

(d) County of Solano acknowledges that:

(1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;  
(2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and

(3) County of Solano is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, County of Solano is a signatory to the Restated and Revised MOU. County of Solano intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

3. Changes to PIP Implementation. Under the Restated and Revised MOU, County of Solano 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 Solano will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Ninety-Two Thousand and Eight-Hundred and Sixty-Four Dollars (\$92,864) as described in Attachment 1.

(b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

(a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse County of Solano based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by County of Solano in accordance with subsection (c). County of Solano will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) County of Solano will be paid in arrears, based upon invoices submitted by County of Solano to MTC. County of Solano will submit invoices for payment no more frequently than once monthly. MTC will promptly review County of Solano's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay County of Solano 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 2018. 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 Solano 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 Solano 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 Solano's representations and warranties.

(a) County of Solano represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 Solano warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. County of Solano represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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 Solano 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 Solano 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 Solano further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including County of Solano, 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 Solano 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 Solano'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. County of Solano shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. County of Solano shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of County of Solano relating to its performance of services under this Agreement. County of Solano 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, County of Solano 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 Solano

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

\_\_\_\_\_  
Birgitta Corsell  
County Administrator

Approved as to form:

\_\_\_\_\_  
Dennis Brunting  
County Counsel

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	County of Solano
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to the County of Solano jurisdictions; participate in administrative activities related to BayREN operations. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$92,864
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with County of Solano for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$92,864 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FUNDING AND IMPLEMENTATION AGREEMENT FOR 2018**  
**- BAYREN PROGRAM IMPLEMENTATION PLAN-**  
ASSOCIATION OF BAY AREA GOVERNMENTS AND SONOMA COUNTY REGIONAL CLIMATE  
PROTECTION AUTHORITY  
(ON BEHALF OF SONOMA COUNTY)

This BayREN Member: Sonoma County Regional Climate Protection Authority  
Address: 490 Mendocino Ave.  
Suite 206  
Santa Rosa, CA 95401

Contact: Suzanne Smith, Executive Director  
Phone: (707) 565-5373  
Email: suzanne.smith@scta.ca.gov

Effective Date: January 1, 2018

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), County of Solano, (Solano), 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 Program Implementation Plan (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 2018. The agreement provides for BayREN funding through 2019.

## TERMS AND CONDITIONS

### 1. Definitions.

- (a) 'Assigned 2018 Scope of Work (SOW)' means the tasks and requirements of the PIP that are initially assigned to RCPA in this 2018 Agreement as it may be modified from time to time under this Agreement.
- (b) '2018 Allocated Budget' means the funds available under the 2018 Funding Agreement that are initially allocated to RCPA in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 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) '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 RCPA, agree that the primary purpose of this 2018 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 RCPA, 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 RCPA, set forth in Attachment 1 for 2018.
- (b) As of the Effective Date, the Members, including RCPA, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If RCPA 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 2018 Agreement and numbered as follows:
  - (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
  - (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
  - (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
  - (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
  - (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
  - (6) Multifamily Capital Advance Program Scope of Work and Budget, Attachment 1F for 2018
- (c) The maximum hourly rates for each labor category for RCPA's employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. RCPA may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.

- (d) RCPA acknowledges that:
- (1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;
  - (2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and
  - (3) RCPA is a third party beneficiary of each agreement described in subsection (b)(2).
- (e) As of the Effective Date, RCPA is a signatory to the Restated and Revised MOU. RCPA intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

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

4. Implementation Process. RCPA will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 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 2018 Budget is Four-Hundred and Eight Thousand, Seven Hundred and Eighteen Dollars (\$408,718) as described in Attachment 1.
- (b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

6. Reimbursement Process.

- (a) Pursuant to contract for services dated May 30, 2017, MTC will reimburse RCPA based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by RCPA in accordance with subsection (c). RCPA will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.
- (b) RCPA will be paid in arrears, based upon invoices submitted by RCPA to MTC. RCPA will submit invoices for payment no more frequently than once monthly. MTC will promptly

review RCPA's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay RCPA 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 2018. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

7. Assurances and Warranties Regarding Implementation of PIP. RCPA 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. RCPA 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 RCPA's representations and warranties.

- (a) RCPA represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 SOW in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.
- (b) RCPA warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 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 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. RCPA represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 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. RCPA 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, RCPA 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). RCPA further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including RCPA, 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, RCPA 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 RCPA'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, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. Records/Audit. RCPA shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. RCPA shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of RCPA relating to its performance of services under this Agreement. RCPA 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 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. Governing Law. This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. Severability. Should any part of this 2018 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 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, RCPA 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.

RCPA



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

\_\_\_\_\_  
Wendy Sommer  
Executive Director

Approved as to form:

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

Association of Bay Area Governments

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

\_\_\_\_\_  
Steve Heminger  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services  
dated May 30, 2017

Approved as to form:

\_\_\_\_\_  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307 and 2309)
<b>Consultant:</b>	Regional Climate Protection Authority (RCPA)
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Responsible for outreach regarding BayREN programs to Sonoma County jurisdictions; participate in administrative activities related to BayREN operations; serve as lead for On-Bill Water Finance program. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$408,718
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with RCPA for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$408,718 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**SEVENTH AMENDMENT**  
**ASSOCIATION OF BAY AREA GOVERNMENTS**  
**CONTRACT FOR SERVICES**

The contract (“the contract”) by and between the Association of Bay Area Governments (ABAG) and BluePoint Planning, LLC (“Consultant”), dated April 29, 2015, amended on January 11, 2016, amended on May 6, 2016, amended on October 20, 2016, amended on February 24, 2017, amended on June 1, 2017, and amended on October 9, 2017, is hereby amended as follows effective January 1, 2018:

- A. 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.
- B. 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.
- C. This Seventh Amendment establishes an initial Calendar Year 2018 budget and Scope of Work for Consultant in an amount not to exceed \$30,000. Services to be provided by Consultant are specified in the Scope of Work, Attachment B to this Amendment.

**BluePoint Planning, LLC – Calendar Year 2018**

	Initial 2018 Budget
<b>Single Family</b>	<b>\$10,000.00</b>
<i>Admin</i>	<i>\$10,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<i>Incentives</i>	<i>\$0.00</i>
<b>Multifamily</b>	<b>\$10,000.00</b>
<i>Admin</i>	<i>\$10,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<i>Incentives</i>	<i>\$0.00</i>
<b>PACE</b>	<b>\$1,000.00</b>
<i>Admin</i>	<i>\$1,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>PAYS</b>	<b>\$1,000.00</b>
<i>Admin</i>	<i>\$1,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Codes &amp; Standards</b>	<b>\$5,000.00</b>
<i>Admin</i>	<i>\$5,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Multifamily CAP</b>	<b>\$3,000.00</b>
<i>Admin</i>	<i>\$3,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>EM&amp;V</b>	<b>\$0.00</b>
<b>Portfolio Total</b>	<b>\$30,000.00</b>

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

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

BluePoint Planning, LLC:

\_\_\_\_\_  
Mindy Craig, Principal

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

Association of Bay Area Governments

\_\_\_\_\_  
Steve Heminger, Metropolitan Transportation  
Commission Executive Director, Acting Pursuant to  
the Contract for Services dated May 30, 2017

Approved as to Legal Form:

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

Adrienne D. Weil, Metropolitan Transportation Commission  
General Counsel

## **Attachment B**



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	Blue Point Planning, LLC Oakland, CA
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Assist with implementation of programs; provide policy and marketing support. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$30,000
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with Blue Point Planning for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$30,000 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FOURTH AMENDMENT**  
**ASSOCIATION OF BAY AREA GOVERNMENTS**  
**CONTRACT FOR SERVICES**

The contract (“the contract”) by and between the Association of Bay Area Governments (ABAG) and Clean Energy Policy Advisors (“Consultant”), dated July 25, 2016, amended on October 20, 2016, amended on February 24, 2017, and amended on June 1, 2017, is hereby amended as follows, effective January 1, 2018:

- A. 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.
- B. 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 to the Second Amendment *Appendix A for 2017*.
- C. This Fourth Amendment establishes an initial Calendar Year 2018 budget and Scope of Work for Consultant in an amount not to exceed \$10,000. Services to be provided by Consultant are specified in the Scope of Work, Attachment A to this amendment.



**Clean Energy Policy Advisors, LLC – Calendar Year 2018**

	Initial 2018 Budget
<b>Single Family</b>	<b>\$3,000.00</b>
<i>Admin</i>	<i>\$3,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<i>Incentives</i>	<i>\$0.00</i>
<b>Multifamily</b>	<b>\$3,000.00</b>
<i>Admin</i>	<i>\$3,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<i>Incentives</i>	<i>\$0.00</i>
<b>PACE</b>	<b>\$1,000.00</b>
<i>Admin</i>	<i>\$1,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>PAYS</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Codes &amp; Standards</b>	<b>\$2,000.00</b>
<i>Admin</i>	<i>\$2,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Multifamily CAP</b>	<b>\$1,000.00</b>
<i>Admin</i>	<i>\$1,000.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>EM&amp;V</b>	<b>\$0.00</b>
<b>Portfolio Total</b>	<b>\$10,000.00</b>

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

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

Clean Energy Policy Advisors, LLC

\_\_\_\_\_  
Cornelius De Snoo, Principal

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

Association of Bay Area Governments

\_\_\_\_\_  
Steve Heminger, Metropolitan Transportation  
Commission Executive Director, Acting Pursuant to  
the Contract for Services dated May 30, 2017

Approved as to Legal Form:

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

Adrienne D. Weil, Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	Clean Energy Policy Advisors, LLC San Francisco, CA
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Provides technical consulting for BayREN’s proposed public sector program. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$10,000
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with Clean Energy Policy Advisors for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$10,000 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**SIXTH AMENDMENT**  
**ASSOCIATION OF BAY AREA GOVERNMENTS**  
**CONTRACT FOR SERVICES**

The contract (“the Contract”) by and between the Association of Bay Area Governments (ABAG) and CLEAResult Consulting, Inc. (“CLEAResult” or “Consultant”), dated January 1, 2015, amended on January 1, 2016, amended on October 20, 2016, amended on February 28, 2017, amended on June 1, 2017 and amended on September 1, 2017, is hereby amended as follows, effective January 1, 2018:

- A. 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.
- B. 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.
- C. This Sixth Amendment establishes an initial Calendar Year 2018 budget and Scope of Work for Consultant in an amount not to exceed \$3,086,500. Services to be provided by Consultant are specified in the Scope of Work, Attachment B to this Amendment.

**CLEAResult Consulting, Inc. – Calendar Year 2018**

	Initial 2018 Budget
<b>Single Family</b>	<b>\$3,086,500.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$528,000.00</i>
<i>Marketing</i>	<i>\$46,000.00</i>
<i>Incentives</i>	<i>\$2,512,500.00</i>
<b>Multifamily</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<i>Incentives</i>	<i>\$0.00</i>
<b>PACE</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>PAYS</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Codes &amp; Standards</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Multifamily CAP</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>EM&amp;V</b>	<b>\$0.00</b>
<b>Portfolio Total</b>	<b>\$3,086,500.00</b>

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

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

CLEAResult Consulting, Inc.

\_\_\_\_\_  
Nick Brod, Vice President

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

Association of Bay Area Governments

\_\_\_\_\_  
Steve Heminger, Metropolitan Transportation  
Commission Executive Director, Acting Pursuant to  
the Contract for Services dated May 30, 2017

Approved as to Legal Form:

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

Adrienne D. Weil, Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307 and 2309)
<b>Consultant:</b>	CLEAResult San Bruno, CA
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Implementer of BayREN single family energy retrofit program, which includes contractor and home owner outreach, processing and payment of incentives, regional marketing, assistance with regulatory reporting and filings relating to single family program. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$3,086,500 (includes rebates)
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with CLEAResult for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$3,086,500 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**TWENTY-THIRD AMENDMENT**  
**ASSOCIATION OF BAY AREA GOVERNMENTS**  
**CONTRACT FOR SERVICES**

The contract by and between the Association of Bay Area Governments (“ABAG”) and Frontier Energy, Inc. (“Consultant” and previously “Bevilacqua-Knight, Inc.” or “BKl”), dated April 2, 2013, amended on July 24, 2013 (First Amendment), further amended on September 30, 2013, (Second Amendment), further amended on February 7, 2014 (Third Amendment), further amended on August 9, 2014 (Fourth Amendment), further amended on November 3, 2014 (Fifth Amendment), further amended on December 9, 2014 (Sixth Amendment), further amended on December 15, 2014 (Seventh Amendment), further amended on January 13, 2015 (Eighth Amendment), further amended on April 29, 2015 (Ninth Amendment), amended on June 19, 2015 (Tenth Amendment), amended on December 9, 2015 (Eleventh Amendment), amended on January 5, 2016 (Twelfth Amendment), amended on March 22, 2016 (Thirteenth Amendment), amended on May 18, 2016 (Fourteenth Amendment), amended on June 30, 2016 (Fifteenth Amendment), amended on September 21, 2016 (Sixteenth Amendment), amended on October 6, 2016 (Seventeenth Amendment), amended on November 16, 2017 (Eighteenth Amendment), amended on March 28, 2017 (Nineteenth Amendment), amended on June 29, 2017 (Twentieth Amendment), amended on October 23, 2017 (Twenty-First Amendment), and amended on December 1, 2017 (Twenty-Second Amendment) is hereby amended as follows, effective January 1, 2018:

- A. 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.
- B. 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.
- C. This Twenty-Third Amendment establishes an initial Calendar Year 2018 budget and Scope of Work for Consultant in an amount not to exceed \$361,500. Services to be provided by Consultant are specified in the Scope of Work, Attachment B to this Amendment.



Frontier Energy, Inc. – Calendar Year 2018

	Initial 2018 Budget
<b>Single Family</b>	<b>\$38,000.00</b>
<i>Admin</i>	\$38,000.00
<i>Implementation</i>	\$0.00
<i>Marketing</i>	\$0.00
<i>Incentives</i>	\$0.00
<b>Multifamily</b>	<b>\$38,000.00</b>
<i>Admin</i>	\$38,000.00
<i>Implementation</i>	\$0.00
<i>Marketing</i>	\$0.00
<i>Incentives</i>	\$0.00
<b>PACE</b>	<b>\$7,000.00</b>
<i>Admin</i>	\$7,000.00
<i>Implementation</i>	\$0.00
<i>Marketing</i>	\$0.00
<b>PAYS</b>	<b>\$8,500.00</b>
<i>Admin</i>	\$8,500.00
<i>Implementation</i>	\$0.00
<i>Marketing</i>	\$0.00
<b>Codes &amp; Standards</b>	<b>\$259,000.00</b>
<i>Admin</i>	\$12,500.00
<i>Implementation</i>	\$246,500.00
<i>Marketing</i>	\$0.00
<b>Multifamily CAP</b>	<b>\$1,000.00</b>
<i>Admin</i>	\$1,000.00
<i>Implementation</i>	\$0.00
<i>Marketing</i>	\$0.00
<b><u>EM&amp;V</u></b>	<b>\$10,000.00</b>
<b>Portfolio Total</b>	<b>\$361,500.00</b>

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

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

Frontier Energy, Inc.

\_\_\_\_\_  
Larry Brand, President

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

Association of Bay Area Governments

\_\_\_\_\_  
Steve Heminger, Metropolitan Transportation  
Commission Executive Director, Acting Pursuant to  
the Contract for Services dated May 30, 2017

Approved as to Legal Form:

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

Adrienne D. Weil, Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	Frontier Energy Oakland, CA
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Provides consulting services for BayREN Codes & Standards, serves as portfolio wide technical lead overseeing regulatory reporting, evaluation, measurement and verification, and assistance with strategy. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$361,500
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with Frontier Energy for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$361,500 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

**FOURTH AMENDMENT**  
**ASSOCIATION OF BAY AREA GOVERNMENTS**  
**CONTRACT FOR SERVICES**

The contract (“the contract”) by and between the Association of Bay Area Governments (ABAG) and Sustainable Real Estate Solutions, Inc. (“Consultant” or “SRS”), dated April 29, 2015, amended on October 6, 2015, amended on January 26, 2016, amended on March 28, 2017 is hereby amended as follows, effective January 1, 2018:

- A. 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.
- B. 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.
- C. This Fourth Amendment establishes an initial Calendar Year 2018 budget and Scope of Work for Consultant in an amount not to exceed \$128,975. Services to be provided by Consultant are specified in the Scope of Work, Attachment B to this Amendment.

**Sustainable Real Estate Solutions, Inc. – Calendar Year 2018**

	Initial 2018 Budget
<b>Single Family</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<i>Incentives</i>	<i>\$0.00</i>
<b>Multifamily</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<i>Incentives</i>	<i>\$0.00</i>
<b>PACE</b>	<b>\$128,975.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation*</i>	<i>\$128,975.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>PAYS</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Codes &amp; Standards</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>Multifamily CAP</b>	<b>\$0.00</b>
<i>Admin</i>	<i>\$0.00</i>
<i>Implementation</i>	<i>\$0.00</i>
<i>Marketing</i>	<i>\$0.00</i>
<b>EM&amp;V</b>	<b>\$0.00</b>
<b>Portfolio Total</b>	<b>\$128,975.00</b>

\*This amount includes success fees as described within Attachment B to this amendment.

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

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

Sustainable Real Estate Solutions, Inc.:

\_\_\_\_\_  
Brian McCarter, Chief Executive Officer

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

Association of Bay Area Governments

\_\_\_\_\_  
Steve Heminger, Metropolitan Transportation  
Commission Executive Director, Acting Pursuant to  
the Contract for Services dated May 30, 2017

Approved as to Legal Form:

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

Adrienne D. Weil, Metropolitan Transportation Commission  
General Counsel



**S U M M A R Y O F E X E C U T I V E B O A R D A P P R O V A L**

<b>Work Item No.:</b>	1721 (NFSN 2307)
<b>Consultant:</b>	Sustainable Real Estate Solutions (SRS) Trumbull, CT
<b>Work Project Title:</b>	BayREN
<b>Purpose of Project:</b>	Implement a portfolio of energy efficiency programs across the region.
<b>Brief Scope of Work:</b>	Provides consulting services for BayREN’s Commercial PACE program. Duties include commercial contractor trainings and outreach and project assistance. This amendment is for 2018 activities.
<b>Project Cost Not to Exceed:</b>	\$128,975
<b>Funding Source:</b>	PG&E (ratepayer funds) as directed by the CPUC
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	That the Executive Director or his designee is authorized to negotiate and enter into a contract amendment with SRS for BayREN 2018 services as described above and in the Executive Director’s memorandum dated November 1, 2017, and the Chief Financial Officer is authorized to set aside funds up to \$128,975 for such amendment. The Executive Director or his designee is also authorized to negotiate and amend this agreement as necessary for the 2018 implementation of BayREN programs up to the total approved annual budget.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

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Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Approval of Pre-Qualified Panel of Consultants to Provide Evaluation, Measurement, and Verification Services for Bay Area Regional Energy Network (BayREN) Activities**

### **Executive Summary**

The Executive Board is requested to approve of the pre-qualified panel of consultants consisting of Grounded Research and Consulting and Applied Energy Group, Inc. to provide Evaluation, Measurement and Verification (EM&V) activities, for a two-year term beginning December 1, 2017 and ending June 30, 2019. Further, the Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission (MTC), acting pursuant to the Contract for Services dated May 30, 2017, to enter negotiations and execute necessary agreements with one or both of these firms as needed during this time period with an annual budget of \$189,000.

### **Background**

The Bay Area Regional Energy Network (BayREN) implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities. The California Public Utilities Commission (CPUC), in Decision 12-11-015 authorized funding for BayREN. Later, in Decision 14-10-046, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision, with an annual budget of \$16.9 million. The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E. ABAG has a contract with PG&E through 2019. Included in the BayREN annual budget is \$189,000 for EM&V activities. The EM&V budget is calculated based on the total portfolio budget, and may be adjusted if the BayREN annual budget is changed.

### **Procurement Process**

On October 6, 2017, ABAG issued a Request for Qualifications (RFQ) to establish an on-call bench of pre-qualified consultants for the BayREN program for Evaluation, Measurement and Verification Studies for a period of services from December 1, 2017 to June 20, 2019, with an option to be renewed for an additional two years. The scope includes three proposed study areas: market characterization studies in the Small to Medium Business and Single Family Middle Income markets, and a process evaluation for the Bay Area Water Bill Savings Program.

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Item 6.E.

## **Approval of Pre-Qualified EM&V Consultants**

November 9, 2017

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Shortly after issuing the RFQ, staff held a Proposer's Conference to answer questions. Proposers were allowed to submit written questions. Responses to all questions were posted on MTC's procurement website. In response to questions, staff issued an addendum and responded to seventeen questions. By the proposal due date of October 27, 2017, MTC received proposals from the following consultants: Grounded Research and Consulting, and Applied Energy Group, Inc.

The RFQ included a number of minimum qualifications, including experience conducting EM&V studies of local government activities, knowledge of EM&V methodologies for both impact and process evaluations, and project management experience. All two proposers met the minimum qualifications as determined by the ABAG project manager.

### **Evaluation Process**

The proposals were evaluated by a panel of five members made up of in-house staff and staff from BayREN member Agencies County of Santa Clara and the City and County of San Francisco (Department of Environment). Proposals were scored based on experience, expertise in the subject matter, and rates. Based on the results of the evaluation, staff recommends that both firms, Grounded Research and Applied Energy Group, Inc., be approved as pre-qualified consultants for the listed Service Categories. Both firms demonstrated experience conducting EM&V studies of relevant program areas and of local government programs. Grounded Research and Consulting is a women-owned small business.

### **Recommended Action**

The Executive Board is requested to approve the pre-qualified consultant panel consisting of Grounded Research and Consulting and Applied Energy Group, Inc. to provide Evaluation, Measurement and Verification services on an as needed basis, for a period through June 30, 2019 with an option to extend up to two years, in annual increments, subject to the approval of future BayREN budgets.

Further, the Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to negotiate and enter into a contract with one or both of the approved consultants in a total amount not to exceed \$189,000 annually for a period of two years with an option to extend up to two years, in annual increments, and to amend agreements as necessary for implementation of the BayREN program in 2018 up to the total budget amount of \$16,916,745.



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Steve Heminger



Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Adoption of Resolution No. 16-17 Authorizing Submittal of Proposal and Enter into Grant Agreement with the State Parks Division of Boating and Waterways under the Clean Vessel Act Program**

### **Executive Summary**

The San Francisco Estuary Partnership's (SFEP) multifaceted Clean Vessel Act (CVA) Program will focus on in person direct boater education, capacity building for marinas, and pumpout network enhancement within the 11 County San Francisco Bay and Sacramento Delta Estuary. The combination of boater and marina education and capacity building will serve to address the complex nature of sewage discharge by providing boaters with the information they need to make correct decisions and provide marinas with the tools they need to work with boaters to proactively prevent sewage discharge.

In addition, SFEP will continue to monitor the pumpouts in the 11 county San Francisco Bay Delta Estuary. This monitoring component will help the State Parks Division of Boating and Waterways (DBW) and SFEP continue to determine the status, condition and usage of pumpout stations in the pumpout network. Keeping track of these parameters allows DBW and SFEP staff to assist in expediting pumpout repair, provide data about pumpout systems, and target CVA funding outreach efforts.

If funded, this program will begin in February 1, 2018 and will continue for 12 months, ending January 31, 2019. Grant funds not to exceed \$300,000 with a match rate of 33% that will be provided by in-kind SFEP staff time.

**Adoption of Resolution No. 16-17**

November 9, 2017

Page 2

**Recommended Action**

The Executive Board is requested to adopt Resolution No. 16-17 authorizing the Executive Director of the Metropolitan Transportation Commission, or his designee, to submit a proposal for funding of up to \$300,000 under the Clean Vessel Act Program of the State Parks Division of Boating and Waterways and to enter into a grant agreement if awarded at a match rate of 33% that will be provided by in-kind SFEP staff time.



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Steve Heminger

**Attachment**

Resolution No. 16-17

Proposal

**ASSOCIATION OF BAY AREA GOVERNMENTS  
EXECUTIVE BOARD**

**RESOLUTION NO. 16-17**

**AUTHORIZING THE MTC EXECUTIVE DIRECTOR, OR DESIGNEE, TO SUBMIT AN APPLICATION AND EXECUTE AN AGREEMENT WITH THE CALIFORNIA STATE PARKS DIVISION OF BOATING AND WATERWAYS ON BEHALF OF THE SAN FRANCISCO ESTUARY PARTNERSHIP'S CLEAN VESSEL ACT PROGRAM**

**WHEREAS**, the Association of Bay Area Governments (ABAG) is the home agency for the San Francisco Estuary Partnership (SFEP), a coalition of resource agencies, nonprofits, citizens, and scientists working to protect, restore, and enhance water quality and fish and wildlife habitat in and around the San Francisco Bay Delta Estuary; and,

**WHEREAS**, ABAG is eligible to apply to the California State Park's Division of Boating and Waterways 2017 Clean Vessel Act Grant Program as per 2017 guidelines issued by the funding agency; and,

**WHEREAS**, the grant proposal seeks to continue a 20-plus year partnership implementing Clean Vessel Act goals and objectives in the San Francisco Bay Sacramento Delta Estuary; and,

**WHEREAS**, the Clean Vessel Act Education Program is intended to perform outreach and education for recreational boaters and marinas about the location and proper use of sewage pumpouts and performs monitoring surveys on all public sewage pumpouts four times per year in the 11-county San Francisco Bay Delta Estuary Region. In addition, the program notifies marinas about the opportunity to have 75% of the costs of installation or maintenance of the pumpout covered, and monitors the current pumpout network, i.e., how many pumpouts are functioning and how many hours are they operating.

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 16-17**

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or his designee, to submit a proposal for funding of up to \$300,000 under the Clean Vessel Act Program of the State Parks Division of Boating and Waterways and to enter into a grant agreement if awarded at a match rate of 33% that will be provided by in-kind SFEP staff time.

The foregoing was adopted by the Executive Board this 16<sup>th</sup> of November, 2017.

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Julie Pierce  
President

**Certification of Executive Board Approval**

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 16<sup>th</sup> day of November, 2017.

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Frederick Castro  
Clerk of the Board

**Approved as to Legal Form**

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Adrienne Weil  
General Counsel  
Metropolitan Transportation Commission

# CLEAN VESSEL ACT EDUCATION AND OUTREACH GRANT PROGRAM

## 2018 APPLICATION SUMMARY

1. Applicant Organization: SAN FRANCISCO ESTUARY PARTNERSHIP

2. Name and Title of Contact Person: JAMES MULLER

3. Address: 1515 Clay Street, Suite 1400  
OAKLAND CA 94612

4. Telephone: 510-622-2406 Fax: \_\_\_\_\_ Email: james.muller@sfeconomy.org

5. Website: www.sfestuary.org

6. Geographic location targeted by your grant proposal:

The 11-county San Francisco Bay Delta Estuary or  the 5 Southern California Coastal Counties

7. Brief Project Summary:

The San Francisco Estuary Partnership CVA Program will focus on direct boater outreach through boat shows, presentations, Pumpout Nav events. SFEP will continue to increase the regional capacity to address sewage discharge in the region, state, nationally. SFEP will also monitor the Bay-Delta ~~net~~ network quarterly using Pumpout Nav.

8. Number of people who will be directly served by the project (estimate): 20000

9. Total project budget: \$ 414,724.05 Minimum match offered: \$ 164,733.73

10. Requested CVA Grant Amount: \$ 249,990.32

11. Is your organization a  non-profit corporation?  government agency?  
 Other

12. Proposal prepared by: JAMES MULLER Title: PROGRAM MANAGER

Under penalty of perjury, I certify that all information represented in this grant application and supplemental documentation is accurate and true.

Signature: [Signature] Date: 10-13-17

## Section II Background/History

The San Francisco Estuary Partnership<sup>1</sup> (SFEP) has been working for more than two decades in the 11 counties of the San Francisco Bay (Bay) and Sacramento Delta (Delta) to promote clean boating and environmental stewardship to boaters and marinas, in partnership with the California State Parks Division of Boating and Waterways (DBW), The Bay Foundation, the Coast Guard Auxiliary, and a vast array of other partners.

SFEP Clean Vessel Act Program focused its first 14 years on public education and resource development. Starting 2008, SFEP added the monitoring of the region's pumpout network as a major program component. Today, SFEP has attended over 42 boat shows, and distributed over 262,000 Pumpout Guide & Maps for Boaters (Maps) to the public at these shows, through annual mail-outs to marinas and boating supplies stores, when visiting marinas to monitor their pumpouts, and at presentations to groups of boaters. SFEP has given over 65 clean boating presentations to marinas, yacht clubs, and boating groups ranging from 5 – 100 participants. In addition to our participation at events and production of printed material, SFEP has worked with DBW to create four clean boating videos and the mobile app, Pumpout Nav. The videos review the subjects of oil (2,400 views), fuel (2,100 views), sewage (21,000 views), and green practices (300 views) for marinas. Lastly, SFEP acts as a conduit of information for marinas and DBW for the state run CVA pumpout grant program in Northern California.

For the past 9 years SFEP has been monitoring approximately 90 pumpouts in the Bay and Delta for their use and condition. The Pumpout Nav database currently has over 4,000 entries. In addition to collecting information, SFEP also notified marinas of broken or malfunctioning pumpouts, ensured that all pumpouts monitored had the proper signage. Since 2008, this fruitful collaboration maintained a highly functioning pumpout network, with a rough 90% of operational pumpout stations. SFEP plans on increasing efforts to reduce the downtime of non-operational pumpouts through the use of the Pumpout Nav Mobile Application (the App) that includes, amongst its many features, options for boaters to report non-functioning pumpouts.

In addition, SFEP has been organizing mobile pumpout events to engage the public in new settings and using new techniques. These events, called Honey Pot Days, serve to introduce boaters to the mobile pumpout service industry in a safe and controlled environment, for free, and also allow staff to provide participants with clean boating information. When in the Delta, these events are scheduled to occur during summer holiday weekends to help address the increased need for pumpout services. These Delta events have been extremely successful. To date, Honey Pot Day events have prevented over 27,000 gallons of sewage from entering California's waterways from almost 700 vessels

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<sup>1</sup> [www.sfestuary.org/boating](http://www.sfestuary.org/boating)



## Section III Project Description

### Goals and Objectives

#### Goals

1. In the 11-county San Francisco Bay Delta Estuary:
  - a. Increase awareness among boaters of the impacts of sewage discharge and waste management alternatives to overboard discharge, supporting DBW's Save the Waters you Love message.
  - b. Monitor and assess the use and condition of pumpout stations in an effort to reduce the number of inoperable pumpouts.
  - c. Increase the capacity of marinas to proactively address sewage through education and capacity building.
  - d. Increase the scope and focus of the Northern California CVA Outreach and Education Program to address unique challenges in the Delta and to support the Gateway program.
  - e. Increase the number of marinas that use Clean Vessel Act funds to manage sewage in California.
2. Share products with other regions of California and other states to promote the above goals on a national level.

#### Objectives

1. Educate boaters one on one, in groups, and at events and boat shows on the effects of improper sewage disposal in the San Francisco Bay and Sacramento Delta, the locations of pumpouts in the 11 county region, and mobile pumpout options – Objective to be accomplished utilizing the outreach plan as described below. This objective will address Goal 1a.
2. Increase access to and awareness of California's Clean Vessel Act grant program to increase the number and condition of pumpouts in Northern California to address goal 1f.
3. Increase capacity of Delta and Coastal Regions to address Goal 1d by 1) beginning to inventory the extensive array of sewage infrastructure in the delta and 2) working with Coastal Marinas and landowners to expand the pumpout network and to conduct outreach to transient vessels.
4. Attend national and state industry conferences to present on Pumpout Nav to accomplish Goals 1a, 1c, and 2. These presentations are intended to proliferate the newly generated resources to boaters, marinas, and other state and federal CVA programs.
5. Expand the use of mobile pumpouts as a viable alternative to dock side pumpout stations and overboard discharge through the Honey Pot Day program described below to address Goal 1a.
6. Conduct 4 quarterly surveys to monitor the pumpout network in the 11 county San Francisco Bay Delta Estuary as described below. This will accomplish Goal 1b.
7. Distribute pollution prevention tools to marinas and boaters to implement Goals 1a and 1b

#### Education and Outreach

SFEP's multifaceted educational campaign will focus on in-person direct boater education, continued regional marina capacity building, and pumpout network enhancement within the region, to inform boaters about sewage related issues and impacts, and to provide them information on proper sewage disposal. SFEP will host and use the mobile app, Pumpout Nav, to expand the ability to reach boaters and to crowdsource information about non-working pumpouts to expedite their repair, in order to enhance the pumpout network. As the Bay Area has two excellent outreach tools, the Pumpout Guide and Map for Boaters and Pumpout Nav, SFEP will not develop new outreach materials as part of this grant. It will, however, distribute materials previously developed by DBW and The Bay Foundation in addition to its Maps at outreach events.

#### Boater Community Education

SFEP will pursue multiple avenues to educate boaters on the effects of sewage discharge and how to dispose of their waste properly, including in-person communication, the Pumpout Nav App and the Pumpout Guide and Map for

Boaters<sup>2</sup>. Pumpout Nav is an educational tool that allows boaters to access information about sewage management and pollution prevention, find nearby pumpouts and report inoperable units. New features are described in the section “Pumpout Nav App - Phase 3.”

SFEP has used the Pumpout Guide & Map for Boaters as one of the primary publications to provide information to boaters on equipment, regulations, how to use pumpouts, and the environmental impacts of sewage discharge. The publication includes information about CVA grants, a map of marinas with pumpouts in the region, and pumpout-specific information (location, hours, cost, contact information). The map will have been updated as part of the 2016 grant, to include information in Spanish, updated marina information, the QR code for the App, and DBW’s message “*Save the Waters You Love.*”

The DBW 2011 California Boater Survey Report<sup>3</sup> has shown that boaters get a majority of their information from Marinas and Boat Shows and from boating magazine publications. SFEP will attend both the Sacramento Boat Show and the Pacific Sail and Power Boat Show for education and outreach. In order to reinforce CVA’s message, SFEP will present materials highlighting program components and clean boating information, demonstrate the App on an iPad, and hand out universal adapters for pumpouts.

SFEP will expand its outreach capacity and increase its targeted audience by presenting to boating groups at a minimum of three marinas and yacht clubs, and by writing at least two articles for boating publications and websites. Topics may include but are not limited to Y-Valves, MSD types, environmental regulations, the environmental impacts of dumping sewage, program achievements, and CVA Grant information. Articles may be published in, but are not limited to: Estuary News, The Changing Tide, Slack Tide, Latitude 38, and Boat US. SFEP will partner with Southern California’s CVA Program and DBW where possible. In addition, SFEP will look to for opportunities to begin participating in other community outreach events by establishing relationships with entities that may include the local Chambers of Commerce, Delta Protection Commission, and other relevant stakeholders. SFEP’s newly updated website<sup>4</sup> will continue to be a hub of current and new outreach and education information, with links to clean boating materials, information on the App, and other program activities. The website will also display DBW’s message “*Save the Waters You Love.*”

SFEP will continue to host Honey Pot Days to provide clean boating information and free mobile pumpouts to boaters during busy holiday weekends in the Sacramento Delta and during a longer period of time in the San Francisco Bay. Two events will be hosted in the Delta, and one in the San Francisco Bay, with each region operating to address region-specific issues. Delta Honey Pot Days will target high traffic areas. The San Francisco Bay program will target a marina with no long term mobile pumpout program to provide unlimited mobile pumpout services over one to two months. Upon the conclusion of the program, SFEP will work with the marina to explore options to continue providing services on its own. Honey Pot Day Events have serviced 679 vessels and prevented over 27,000 gallons of sewage from being discharged into the waterways of California since these events began in 2011.

#### Pumpout Network Enhancement

SFEP will work with marinas that do not currently have pumpout systems, or ones that are aging and at risk of breaking down, to inform them of the CVA grant funds available for installation and maintenance. SFEP will work with Bay marinas, but will focus on the Delta, as DBW’s Report indicated that boaters encountered more broken and closed pumpouts in the Delta region. The App will also be a good tool to target non-operational units. SFEP will also work to aid lower income

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<sup>2</sup> [http://www.sfestuary.org/wp-content/uploads/2015/03/Bay\\_GuideMapWeb\\_030615.pdf](http://www.sfestuary.org/wp-content/uploads/2015/03/Bay_GuideMapWeb_030615.pdf)

<sup>3</sup> [https://www.parks.ca.gov/pages/28702/files/FinalCABoatersReport\\_ExecSummary\\_July2011\\_DG.pdf](https://www.parks.ca.gov/pages/28702/files/FinalCABoatersReport_ExecSummary_July2011_DG.pdf)

<sup>4</sup> [www.sfestuary.org/boating](http://www.sfestuary.org/boating)

marinas in the grant writing process by helping them understand the grant criteria and requirements, as well as identifying possible funding sources that can supplement CVA funds and provide pumpout facilities at little to no cost.

#### A New Pollution Prevention Tool: Universal Adapter Pilot Project

SFEP will lead a pilot project to possibly add a new pollution prevention tool to its outreach arsenal. The idea for this pilot comes from a successful program from the Washington State Sea Grant program conducting CVA work. This new pollution prevention tool is a universal deck fitting adapter that can be used by any boater to facilitate the pumpout process. These solid-built, reusable, easy-to-use deck adapters are the link between the holding tank (screwed onto the deck waste fitting) and the universal clamp on the pumpout hose. The screw mount allows for a tight connection to the deck, and the universal mount on the opposite side can assure a proper, leak-free connection to the pumpout hose, making the pumpout process itself simpler, cleaner, and more convenient.

One of the ongoing issues boaters face in the region is missing or damaged nozzles, which create frustration for the boater. Providing adapters allows boaters to avoid the frustration of encountering damaged nozzles and reduces wear and tear on the system. Marina staff often report of stolen nozzles, and the distribution of a Universal Deck Fitting Adapter could potentially decrease nozzle thefts. Lastly, supplying these parts to boaters proactively allows them to overcome challenges when using pumpout stations. SFEP will distribute and demonstrate 300 Adapter Kits to interested boaters during outreach and education events. SFEP staff will also collect contact information. After the boating season, SFEP will reach out to the interested boaters and send a survey for feedback on the new tool. The Adapter Kit for this pilot project will be composed of the adapter, instructions, and reusable natural latex gloves, all packaged in a biodegradable zipper bag.

#### Regional Capacity Building

The Sacramento Delta and the Northern California coastline have unique and significant challenges in terms of sewage disposal. Many Delta marinas have pumpout systems that are not linked to municipal sewer systems, relying instead on holding tanks, or septic tanks with leach fields. Limitations, including aging infrastructure, high pumpout costs to marinas, and limited holding capacity, create challenges for marinas, boaters and pumpout companies.

SFEP will continue working with Delta marinas in convening owners and operators to work together to address some of these common sewage management challenges. Based on initial findings, some of the challenges discovered include infrastructure issues, resource availability, and low levels of engagement from marina staff and owners. While the larger sewage management picture extends beyond pumpout availability, SFEP will continue to focus on building relationships with and among marinas to understand what the needs are, what some of the long-term solutions might entail, and how to approach next steps. SFEP will explore creating an inventory of the Delta sewage management resources, potentially including but not limited to the type of sewer hookup, distance to nearest municipal line, holding tank capacity, etc., with the potential development of a Strategic Plan for the Delta region. SFEP will build upon its 2017 actions and findings, emphasizing the holistic nature of Delta issues, and will continue to provide operators with funding ideas and opportunities to share solutions to common issues.

The other component of this capacity building effort is to continue the Gateway Program initiated under the previous CVA grant. SFEP will work to continue to supply Spud Point and Pillar Point with informational material and support as they provide outreach and education for boaters en route to the San Francisco Bay Area. Additionally, SFEP will use information gathered as part of the previous CVA grant work to continue its work in advocating for a new pumpout system for boaters in Tomales Bay. It is expected that this effort will move Tomales Bay closer to having a pumpout, but complicated landowner and stakeholder issues will likely result in a multi-year effort to obtain a pumpout for the region.

To increase regional capacity at a state level, SFEP will attend a two day, statewide CVA meeting with The Bay Foundation and DBW. This meeting will help in aligning the two CVA programs, expand dialogue among parties, and will include site visits to CVA funded projects. SFEP will also attend and present on the App and/or the California Pumpout Report to the California Marine Recreation Association (MRA) and California Association of Harbormasters and Port Captains (CAHMPC) meetings.

### **Pumpout Nav Phase 3**

#### Background

Pumpout Nav plays a major role in both outreach and monitoring efforts by providing a user-friendly display of clean boating information as well as fast data collection and entry of Pumpout Network information and has been downloaded over 1,000 times. The main outreach features available to users within the App, logged in or not, include a map with the boater's location, distance to the nearest pumpout, and information about sewage management and pollution prevention. The App also includes the ability for boaters to mark a pumpout as inoperable and to take a photo to send to the CVA Program managers and marina managers for a quick and efficient response. While Phase 2 integrated new features into the App and database, improvements were needed to build out the backend to handle greater amounts of data, both regionally and nationally. The admin tool is now the hub for managing additional user access and rights. SFEP presented Pumpout Nav at the 2017 SOBA conference and received positive feedback and interest from other CVA programs. As of beginning of October it has been downloaded over a thousand times from both iOS and Android app stores. As part of Phase 3, the visibility of Pumpout Nav will be increased through social media ads. SFEP will work closely with Southern California and DBW's Communication department to properly time and sync promotion efforts

#### Front and Back End

Building on Phase 2, Phase 3 will focus on making the App a national monitoring and outreach tool. Phase 3 will enhance the App capacities, which may include but will not be limited to creating user profiles to reflect a more personalized user experience, graphic updates to give a more modern feel, adding a tutorial layer, adding DBW's message '*Save the Waters You Love*' to the loading screen, and exploring solutions for loading map tiles when cell service isn't available. Anticipating federal regulations requiring reporting on metrics of success including volume of sewage pumped, SFEP will lead a group effort to define such indicator. Working with Southern California, DBW, and other CVA States already calculating such a metric, SFEP's goal will be to define a formula to estimate volume of sewage pumped through the network, taking into account the diversity in types of pumpout stations and setups. Throughout this process SFEP will connect with SOBA to refine/discuss/approve the algorithm. Once vetted by both SOBA and DBW, the formula will be included in the App's backend to generate data and reports.

Phase 3 will update its Admin Platform to enhance existing reporting tools. This may include working with DBW to design a unique reporting form that could meet the needs of California as a whole, and beyond. SFEP will also explore ways to facilitate the submission of such monitoring reports, directly from the Admin Platform. The use of Pumpout Nav as an outreach and monitoring tool in other regions or states will increase the type of watersheds, landscapes and sewage facilities that need displaying (such as, but not limited to, floating restrooms). SFEP will anticipate this and prep the App backend for future needs to monitor different types of facilities.

#### National Capacity Building

This state grant intends federal Sport Fish Restoration and Boating Trust Fund grant money to support education and public awareness of proper sewage disposal for California boaters. Because boating crosses geographic boundaries, boaters along coastal areas often navigate through interstate waters. Given that funds originate at the federal level, opportunities exist to make these federal dollars go farther by integrating other states' CVA programs. This opportunity is

in line with the original intent of the Clean Vessel Act's goal of reducing pollution from sewage vessel discharge, and the ultimate goal of the App is to reach as many boaters as possible.

Feedback from other states indicates strong interest in using the App to display and monitor marinas and functioning pumpouts. The invitation of other states to onboard will allow a consistent tool for boaters across state boundaries to find functioning pumpouts and local boating regulations, and for other CVA programs to monitor at the level they choose. SFEP staff will attend the 2018 States Organization of Boating Access Conference and will present on the Pumpout Nav Phase 3 development progress, as well as on the onboarding of additional regions to the App.

### **Monitoring Component**

Since 2008, SFEP has gathered information about the effectiveness of the pumpout network through in-person site visits. In the last nine years SFEP surveyors have conducted around 2,790 surveys of about 90 pumpout stations in the 11 counties of the San Francisco Bay Delta Estuary. Over time, the importance of building relationships with marina operators has become apparent, and the continued site visits from staff build trust and open communication. Each staff member has prior field experience and is well versed in outreach activities. Additionally, SFEP has begun meeting with DBW on a more regular basis, and has been more able to assist marinas with moving forward on potential CVA grants.

SFEP will survey the pumpout network quarterly with the App to assess the use and health of the network, help expedite the repair of broken pumpouts, share CVA information, and to communicate pumpout issues to marinas. While some marinas and harbors monitor their own pumpout systems regularly and repair them as needed, SFEP will provide DBW with a level of regional monitoring that the marinas themselves cannot provide. SFEP will use the App to send survey results to marinas to inform them about their pumpout's status, readings and trends for their records and to expedite pumpout repair.

Reducing environmental impacts will come from a variety of measures, including the use of low-emission vehicles, the use of compostable bags for the adapter pilot project, and moving away from paper to electronic data collection and mapping.

### **Methods & Reporting**

Surveyors perform quarterly site visits to all publicly accessible marinas in the 11 county San Francisco Bay and Delta from February 2018 through January 2019, totaling approximately 90 pumpouts in 70 marinas. Surveyors will use the App to collect and organize monitoring data, communicate with marina managers and producing reports (see BMPs in Attachments for monitoring and surveying with Pumpout Nav). The quarterly survey trips will be multipurpose in that SFEP surveyors are checking the parameters listed below, replacing meters and nozzles when necessary, and conducting the dye tablet test if authorized in writing by the marina operator. Surveyors will continue to upload photos of inoperable pumpouts through the App for quarterly reporting. The Pumpout Nav Admin Platform deployed during the previous grant cycle allows for data treatment for reporting purposes. Using this data, SFEP will write four Quarterly Monitoring Reports and an annual California Pumpout Report, including the usability percentage. The fourth and final Quarterly Report will include a summary of the full year's worth of data. Lastly, based on the results of the discussions mentioned in the Pumpout Nav Phase 3 upgrades, SFEP hopes to add some sort of Quantity of Sewage pumped calculation.

### **Project Details**

Please see the Education Component section (Page 3), the Pumpout Nav Phase 3 section (page 6) and the Monitoring Component section (Page 7) for a detailed project description. These sections include targeted audiences, personnel involved and outreach opportunities. Step by Step descriptions can be found in the Task List, below, with timelines for each task and its components.

## Section IV Evaluation Plan

Many of the elements of this proposal are built from past successes, achievements, and evaluations. In particular, the DBW 2011 Survey Report assessed the knowledge, characteristics, and habits of boaters throughout the state of California. This report analyzed the responses of 5,735 boaters collected from 2007 – 2009. This report's results were used to inform much of the outreach component of this proposal and SFEP will support DBW in its continued efforts, where possible, to collect this data. However, due to the comprehensive nature of this report, in depth evaluation of some components of this proposal would not be appropriate as DBW Evaluation Guide suggests, due to the limited value added for such an effort.

The Boater Outreach and Education program will evaluate the various efforts undertaken during the grant period formatively and summatively. Formative evaluation is done during a project to evaluate the effort and to provide opportunity to administer corrective action. The SFEP project team will meet regularly internally and with project funders to assess ongoing efforts. Quarterly reports will also facilitate this adaptive management process. Summative evaluation is intended to evaluate the outcomes and impacts of project elements for their effectiveness and success. The final report and annual California Pumpout Report report will be used as platforms to provide these evaluation results.

Outside of the SFEP CVA team, SFEP will work with the States Organization for Boating Access (SOBA) to provide formative feedback on Pumpout Nav as it expands nationally. SOBA has already reached out and expressed interest in putting together a committee to help guide Pumpout Nav's development.

### Summative Evaluation

The summative evaluation, will be used to assess the outcomes and successes of our **Outreach, Regional Capacity Building and Pumpout Nav development** tasks. Findings from our evaluation for these tasks will be presented in the project's Final Report. The **Monitoring** task will also be evaluated, with results appearing in the annual California Pumpout Report. As previously stated, an in depth summative evaluation of outreach techniques for the boating community has already been done, and our direct boater outreach effort is built to maximize the opportunities highlighted in the results of this report.

### Final Report

Our Final Report will consider the number of boaters reached through program activities and through Pumpout Nav. SFEP will collect this data through Pumpout Nav's analytics and as staff conduct their outreach and Education activities. SFEP's network enhancement efforts will be assessed by examining the increase of publicly funded pumpout stations and maintenance programs, and the increase of pumpout stations in the region. SFEP's work in finding additional funding for lower income marinas will also be documented and evaluated in the final report. Metrics to be considered for evaluation include the number of marinas contacted, marinas interested, grant applications submitted, and the number of marinas that seek additional funding, even outside CVA funding, to install systems. Our Honey Pot Days will include slightly more in depth evaluation as it exists outside of the realm of metrics assessed by DBW in 2011. Honey Pot Days will be evaluated in the Final Report and will use data collected during the events including the number of vessels serviced, boaters participating, outreach materials distributed, and quantity of sewage properly disposed of.

The new Pollution Prevention Tool Pilot will be evaluated by reporting on interest in these devices at outreach events and by surveys sent to boaters that received these devices. These surveys will collect information on how boaters used these devices and how often they used them as opposed pumpout nozzles. SFEP will collect these emails when they distribute these materials so that surveys can be administered later.

SFEP's Regional Capacity Building tasks will be evaluated and reported on in the Final Report. This report will look at SFEP's success in clearly defining the sewage related infrastructure in the delta in a way that will allow future efforts to create a strategic plan. The Gateway Program evaluation will provide informational packets for transient boaters, and will collect data on how many packets were given away, and to how many boaters were transient versus non-transient.

#### California Pumpout Report

Our monitoring efforts will be evaluated in the annual California Pumpout Report to be submitted to DBW at the end of our grant period. This report will analyze the use and condition of the Bay Delta pumpout network. In addition, DBW grant managers will be active participants on our project and will have the opportunity to review a draft of our Final and California Pumpout reports before their final submission. The results of these evaluations will be used to adaptively manage product driven elements and will inform DBW on various successes and lessons learned that can be applied to future outreach efforts.

## Section V - Task List and Timeline

### 1) Project Administration

SFEP will submit monthly invoices for all reimbursable project expenses, will manage contracts, all components of the San Francisco Clean Vessel Act Program, and oversee project staff. SFEP will also ensure that all necessary documentation is retained and available to DBW for auditing and tracking purposes.

#### Timeline:

2018 Q1- 2019 Q1: All administrative duties including but not limited to accounting, invoicing, audit documentation and contract management.

### 2) Boater Outreach and Education

#### a. Boat Shows

SFEP will participate in two boat shows in 2018: The Sacramento Boat Show, and the Strictly Sail boat show in Richmond to conduct outreach consistent with the messaging described above and to distribute informational materials. Staff will work with show organizers to ensure booths are close, or combined with DBW's booth to ensure comprehensive clean boating messaging. Volunteers recruited through DBW, Coast Guard Auxiliary and other organizations, will be assisting staff with shows to increase outreach potential.

#### Timeline:

2018 Q1: Sacramento Boat Show

2018 Q2: Strictly Sail Pacific Boat Show

#### b. Clean Boating Presentations

SFEP will partner with DBW to present a comprehensive clean boating message to boating groups including marinas and yacht clubs. SFEP will present to at least 3 groups and will provide DBW with the number of participants per event and informational materials distributed.

#### Timeline:

2018 Q1 - 2019 Q1 (exact dates depend on availability of clubs and groups to meet)

#### c. Publications

SFEP will work with an array of magazines, agencies, and marinas to publish at least two articles about program achievements, topics related to the CVA, and the environment. These articles may be published in, but are not limited to: Boat US, Latitude 38, Slack Tide, Changing Tide, and Estuary News. SFEP will partner with the Southern California CVA Program and DBW when able to help facilitate these opportunities.

#### Timeline:

2018 Q1 - 2019 Q1 (Exact dates depend on availability of publications to house articles)

#### d. Honey Pot Days

SFEP will partner with mobile pumpout companies in the Bay and the Delta to host 2 Honey Pot Days in the Delta to provide free pumpouts to boaters with the goals of preventing sewage discharge, educating boaters environmental sewage management, and to introduce them to a viable alternative to pumping out dockside. In the Bay region, SFEP will work with a marina without a long term mobile pumpout service to offer free unlimited pumpouts for a longer period of time (1 – 2 months minimum). For both Honey Pot Days in the Delta and for the Unlimited one in the Bay, SFEP will provide DBW with the number of vessels pumped out, vessel information, number of boaters participating, and gallons of sewage pumped. Staff will select dates in the boating season to ensure maximum visibility and to ensure event goals are met. A mobile pumpout vendor will be selected for each



event based on availability, rate, and match contribution. SFEP staff will work with the selected vendor to ensure the boaters information is captured, and that they receive the clean boating messaging outlined in the Project Description section. All event results will be reported to DBW.

Timeline:

2018 Q2: Selection process for the Bay Unlimited HDP

2018 Q3: Two Delta HPD Events

2108 Q4: Completion of the Bay Unlimited HPD, report on results

**e. Pumpout Network Enhancement**

SFEP will work, over the grant period, to increase the number of grant funded pumpouts in the San Francisco Bay and Sacramento Delta. SFEP will utilize its partnerships with the MRA, CAHMPC, and the Clean Marinas Program to encourage marinas to install these systems. In addition, SFEP will select marinas with malfunctioning pumpouts (as reported through Pumpout Nav) to contact regarding grant funding to repair them. SFEP will attempt to find additional funding to assist low income marinas with the 25% match requirement.

Timeline:

2018 Q1 - 2019 Q1: Work with marina operators to inform them of CVA funding opportunities to install or repair pumpout systems

**f. A New Pollution Prevention Tool: Universal Adapter Pilot Project**

Lead a pilot project to possibly add a new pollution prevention tool in its outreach arsenal. Distribute 300 Universal Adapter Kits and harvest feedback to decide on a possible long term pollution prevention tool.

Timeline

2018 Q1 - Q2: Demo and distribute Universal Adapter Kits during outreach events

2018 Q4: Harvest feedback from the users

2019 Q1: Evaluate success for continuing the program

**3) Regional Capacity Building**

**a. Delta Region:** SFEP will continue working with Delta marinas and stakeholders in convening owners and operators to work together to address some of the Delta specific sewage management challenges and draft a Delta Sewage Management Resources analysis, including next steps and recommendations.

Timeline:

2018 Q4: Host meeting of a Delta working group

2019 Q1: Regional Infrastructure Inventory Report

**b. Coastal Region:** Building upon the previously started Gateway Program began under the 2016 CVA grant, SFEP will work to continue to supply Spud Point and Pillar Point with informational material and support as they provide outreach and education for boaters en route to the San Francisco Bay Area.

Timeline:

2018 Q1 - 2019 Q1: Support Spud Point and Pillar Point marinas

**c. Statewide:** Lastly, in order to focus on statewide issues and solutions, SFEP will partner with The Bay Foundation to organize a focus group conversation in Sacramento. This focus group will discuss statewide challenges and opportunities with DBW.

Timeline:

2018 Q2: California focus meeting in Sacramento with our SoCal partners and DBW

#### **4) Pumpout Nav App - Phase 3 Upgrades**

SFEP will work with a mobile application developer to upgrade Pumpout Nav existing design and feature, and add new ones based on past monitoring events and needs and new ideas from users (CVA surveyors, boaters, marina managers). These will be focused on both the front end (graphics, designs, app screens) and the back end (Admin Platform, reporting tools, onboarding processes), as highlighted in the Project Description section. Work with DBW Communication Department to coordinate social media ads and trigger larger number of Pumpout Nav downloads on iOS and Android platforms. SFEP staff will report on Pumpout Nav progress and onboarding status to the 208 SOBA Conference.

##### Timeline:

2018 Q1: Contract with App developer to implement new features. Coordinate with DBW Communication Department regarding social media ads

2018 Q2 - 2019 Q1: Implementation, testing, and release of the new features

2018 Q3: Present Pumpout Nav progress to the 2018 SOBA Conference

#### **5) Monitoring**

SFEP will monitor all pumpouts at marinas in the 11 county San Francisco Bay and Sacramento Delta where access is granted, quarterly from February 2018 to November 2018. The total number of marinas surveyed includes approximately 70 marinas containing 90 pumpouts, all of which are listed on the Map. SFEP will use the Pumpout Nav App to perform its monitoring duties, collect and organize the data, communicate with marina managers and produce reports. SFEP will write an annual California Pumpout Report as well as write four Quarterly Monitoring Reports, the last one summarizing findings from the entire year.

##### Timeline:

2018 Q1 - Q4: Monitor pumpout network quarterly and submit results to DBW in Quarterly Monitoring Reports

2019 Q1: Write and submit the annual California Pumpout Report

#### **6) Project Evaluation / Reporting**

SFEP will write quarterly reports to the Division of Boating and Waterways' Grant Managers that will include summaries of all work completed during the reporting period on all tasks, a budget review, pumpout information collected during surveys, and any supplemental information relevant to the program. In addition, SFEP will submit a final report that will review the program in its entirety, including lessons learned, steps forward, and an evaluation of the project and its effectiveness at achieving its objectives and goals (more detailed information in section 4 – Evaluation Plan).

##### Timeline:

2018 Q1 - 2019 Q1: Quarterly reporting for periods ending March, June, September, December.

2019 Q1: Write and submit final report.

**Section VI - Budget**

San Francisco Clean Vessel Act Program Revised Budget														
		Task 1	Match	Task 2	Match	Task 3	Match	Task 4	Match	Task 5	Match	Task 6	Match	Total CVA Funds by Category
		Administration		Boater Outreach and Education		Regional Capacity Building		CVA Mobile App		Monitoring		Evaluation and Reporting		
Personnel	Salaries and Wages	\$10,167.95	\$4,656.92	\$37,197.95	\$17,036.66	\$18,725.50	\$8,576.28	\$44,677.60	\$20,462.34	\$17,106.80	\$7,834.91	\$6,524.20	\$2,988.08	\$134,400.00
	Benefits	\$5,417.48	\$2,481.21	\$19,819.07	\$9,077.13	\$9,976.95	\$4,569.44	\$23,804.23	\$10,902.34	\$9,114.50	\$4,174.44	\$3,476.09	\$1,592.05	\$71,608.32
	Subtotal	\$15,585.43	\$7,138.13	\$57,017.02	\$26,113.79	\$28,702.45	\$13,145.72	\$68,481.83	\$31,364.68	\$26,221.30	\$12,009.36	\$10,000.29	\$4,580.13	\$206,008.32
Operating Expenses	Consultants & Professional Services			\$6,500.00	\$3,000.00			\$18,900.00						\$25,400.00
	Equipment			\$2,000.00				\$67,381.92		\$2,500.00				\$4,500.00
	Overhead & Indirect	\$4,944.00	\$2,264.35											\$4,944.00
	Postage, Shipping & Printing													\$0.00
	Travel			\$788.00		\$3,850.00		\$4,000.00		\$500.00				\$9,138.00
	Supplies													\$0.00
	Subtotal	\$4,944.00	\$2,264.35	\$9,288.00	\$3,000.00	\$3,850.00	\$0.00	\$22,900.00	\$67,381.92	\$3,000.00	\$0.00	\$0.00	\$0.00	\$43,982.00
Totals	Task Totals	\$20,529.43	\$9,402.48	\$66,305.02	\$29,113.79	\$32,552.45	\$13,145.72	\$91,381.83	\$98,746.60	\$29,221.30	\$12,009.36	\$10,000.29	\$4,580.13	\$249,990.32
	Total Grant Requested	\$249,990.32												
	Total Match Funding (33% min)	\$166,998.08												
	Total Project Including Match	\$416,988.40												

### Explanation of Rates and Hours

	Total Hours	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Program Director - James Muller	800	155	375	50	80	80	60
Estimated Rate = \$91/hr							
Pumpout Nav Coordinator - Adrien Baudrimont	900	10	150	0	600	100	40
Estimated Rate = \$79/hr							
Regional Capacity Coordinator - Natasha Dunn	900	10	160	350	200	160	20
Estimated Rate = \$69/hr							
Grants Coordinator - Athena Honore	48	48	0	0	0	0	0
Estimated Rate = \$103/hr							

### Explanation of Direct Costs

Task	Item	Estimated Cost	Narrative details
<b>Task 2: Boater Education and Outreach</b>	Social Media Ads for Pumpout nav	\$500.00	SFEP will purchase advertisements to promote Pumpout Nav
	Sacramento Boat Show Travel	\$700.00	Hotels and meals for two staff. The show registration to table will be paid by DBW or previous year grant funds.
	Strictly Sail Boat Show Travel	\$88.00	Lunch for 2 staff for the show. The show registration to table will be paid by DBW.
	Universal Adapter Pilot Project	\$2,000.00	300 universal adapters with gloves and packaging
	Honey Pot Day	\$6,000.00	2 HPD events in the Delta and one HPD Unlimited program in the Bay
<b>Task 3: Regional Capacity Building</b>	Delta Capacity Space Rental	\$250.00	Space for Delta Capacity meetings.
	California Statewide CVA Meeting	\$800.00	Hotel rooms for one night for three staff. Per diem food costs for 3 staff for 2 days.
	MRA Conference Registration and Travel (1 staff)	\$1,400.00	SFEP will attend the MRA conference and will request to present on Pumpout Nav or the Annual Pumpout Usability Report
	CAHMPCC Conference Registration and Travel (1 staff)	\$1,400.00	SFEP will attend the MRA conference and will request to present on Pumpout Nav or the Annual Pumpout Usability Report
<b>Task 4: CVA Mobile App</b>	SOBA Conference Registration and Travel (2 staff)	\$4,000.00	SFEP will send 2 staff to SOBA to present on the Northern California CVA program and the work being done with the Southern California program. Past SOBA conferences have averaged \$2,000 per person. SFEP will fully fund a third staff person to go to SOBA. This will not be considered match as the funding will be federal.
	Apple/Google store hosting for app	\$200.00	This is required to post the CVA Mobile App on the Apple Store and Google Play Store. Apple is \$100 per year, Google is \$25 per year.
	App Maintenance and Annual License	\$2,500.00	Our app designers made it clear that we should budget at least \$2,000 per year to ensure all issues with the app can be fixed and that it can be updated as Google and Apple release yearly updates to their mobile systems.
<b>Task 5: Monitoring</b>	New Features and Modifications	\$16,200.00	Upon beta testing and review by the Technical Advisory Committee, SFEP will partner with the Southern California CVA program to make significant requested changes and to integrate new backend features to streamline reporting efforts.
	Equipment	\$2,500.00	10 Nozzles, 10 Ball Valves, 10 Meters, 2 hoses, 2 survey bags, site glasses. Quantities may change based on need and pricing.
	Travel for Delta Surveys	\$500.00	SFEP staff will be surveying the Delta Region pumpouts to compliment the Delta focused capacity building effort. These surveys take approximately 3 - 4 days. To reduce travel time to and from the Bay Area, the staff person will stay in a hotel in the delta during the nights between survey days. We expect 3 nights at most per quarter, four quarters, at \$100 per night.

### Explanation of Match

Task	Item	Estimated Cost	Narrative details
<b>Tasks 1-6</b>	Overhead	\$96,616.16	Because SFEP staff (James, Adrien, Natasha, Athena) are housed within the Metropolitan Transportation Commission (MTC), there is no overhead charged to funders. The MTC supplies administrative processing, office space, email, IT services, meeting space, and all other components of what is typically included in overhead. We have used MTC's overhead rate of 45.8% to calculate the in-kind contribution. This rate was applied to the above listed personnel and is calculated by task in the Budget Table.
<b>Task 2: Outreach</b>	Honey Pot Day	\$3,000.00	Mobile pumpout companies contract with SFEP at a lower rate for preference in the bidding process. The difference in their posted rates and our negotiated rate is considered match and typically comes out to \$1,500 per event. The match for HPD Unlimited in the Bay is unknown but will increase the amount listed for this task.
<b>Task 4: CVA Mobile App</b>	Server In-Kind	\$67,381.92	SFEP assessed Digital Ocean, and Amazon for server space as an alternative to the free server provided by ABAG/MTC. Digital Ocean could not accommodate our server needs as they do not offer large enough computational power and storage for MySQL, Pumpout Nav's online database. Amazon's lowest priced server that would meet our needs over the next year was their E2 C3.4xlarge server instance. This is priced at \$7.692 per hour, totaling \$67,381.92.

**Section VII - Board Resolution**

To be submitted in November as per agreement with California State Parks Division of Boating and Waterways (email dated 09/18/2017)

## Section VIII - Description of Org (ABAG/MTC)

### Organization

The Association of Bay Area Governments (ABAG) is the official Council of Governments (COG) representing the San Francisco Bay Area's nine counties and 101 cities and towns. Formed in 1961, ABAG holds the distinction of being the first Council of Governments in California and is the Bay Area's official regional planning agency. Its mission is to strengthen cooperation and coordination among local governments and in doing so address social, environmental and economic issues that transcend local borders. The agency's innovative programs, projects, and partnerships have led to state, national, and international recognition for its award-winning research and analysis and cost-effective local government service programs.

The agency is governed by a General Assembly and Executive Board with standing and interagency committees. An elected official from each of the nine counties and 100 member cities and towns serves as a delegate to its General Assembly, which determines policy annually, adopts the annual budget and work program, and reviews the policy actions of ABAG's Executive Board. The 38-member Executive Board meets bimonthly to make operating decisions, appoint committee members, authorize expenditures, and recommend policy. The complete list of Executive Board officers and members and their occupations can be found at <http://abag.ca.gov/overview/ExecBoard.html>. They are not listed here due to the large number of members.

One of ABAG's key programs, the San Francisco Estuary Partnership (SFEP) provides leadership, partnering, coordination, and project implementation to restore and maintain the water quality and ecological integrity of the San Francisco Bay-Delta Estuary. The program implements projects to protect San Francisco Bay water quality and improve the condition of shellfish, fish and wildlife as well as estuarine habitats. SFEP also promotes the local and regional economies that increasingly rely on tourism, commercial and recreational fishing, commercial shipping, boating and other water-dependent industries.

The San Francisco Estuary Partnership (SFEP) will be the project lead, responsible for overall project management, budget, coordination, and reporting. SFEP brings extensive project management experience in coordinating large, multi-partner projects with documented environmental outcomes. For more than 15 years SFEP has coordinated complex and collaborative projects (typically federal and/or state-grant funded) designed to improve water quality in the Bay Area. SFEP/ABAG issues written sub-award agreements with carefully detailed work scopes, schedules, and deliverables, including required project progress reports that provide timely information on project outputs and outcomes. SFEP monitors project progress, costs, and achievements and works in close collaboration with sub-recipients and the funding agency to ensure projects are completed on time, within budget, and on target to achieve the desired environmental outcomes. SFEP has successfully managed more than 40 grants annually with an annual budget of over \$20 million. SFEP staff have recently been merged with the Metropolitan Transportation Commission, another regional planning agency. MTC operates billion dollar budgets on an annual basis and is well versed in project management and regulatory compliance. While SFEP remains a program of ABAG, and is submitting this grant proposal on behalf of ABAG, its staff are considered employees of MTC. There are no substantive changes in SFEP's ability to perform the work it has in the past or in the future. In fact, the more robust administrative support department at MTC will enable us to perform our administrative functions more efficiently.

### Key Staff

The key staff involved in this project include James Muller, Adrien Baudrimont, and Natasha Dunn.

James Muller, CVA program manager, has been working with SFEP for the past 8 years to manage and implement environmental projects including the Clean Vessel Act funded Boater Outreach and Education Project. He has worked one on one with boaters at shows and events and has also presented clean boating information to groups of over 100 boaters. He has worked with marinas, harbors, local/state/federal agencies, volunteers, and organizations to create partnerships

that work to advance the clean boating message and educate boaters. He also brings management experience into this project and has managed grants with budgets over \$4.9 million that focused on public education, ecosystem restoration, pollutant remediation, invasive species control, local governmental policy change, low impact development, and disadvantaged communities. James brings a technical background as well as robust management and public outreach experience to this project.

Adrien Baudrimont has been working with SFEP for the past 4 years as an Environmental Planner. Adrien managed the San Francisco Creek Mouth Assessment Project, as well as the SFEP Small Grant Program before taking an active role in the Boater Outreach and Education Program. Before joining the Partnership, Adrien worked for several cities in Europe as a consultant in urban planning and sustainable development. Adrien has a Master in Geography and a Master in Urban Planning from the University of Paris Sorbonne.

Natasha Dunn has been with SFEP for 6 months, and came from a its parent agency, the Association of Bay Area Governments, as a Water Infrastructure Research Intern looking at the intersection of land use planning and water supply/demand, and the role of local water districts in supply disruption. She has a Master's in Water Resource Management from Fresno State University, ground zero for Central Valley water issues.



## Section IX - Attachments

- BMPs for Surveying with Pumpout Nav
- Outreach information developed by SFEP
  - SF Bay Pumpout Guide & Map for Boaters
  - Estuary Newsletter Article
  - Changing Tide Article
  - Sfestuary.org/boating screenshot
- Letters of Support
  - West Point Harbor
  - Riverbank Point Marina
  - Regional Water Quality Control Board – Region 2 (to be submitted on Monday 10/16/17)
- Server Match Information

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# SURVEYING SEWAGE PUMPOUT STATIONS WITH PUMPOUT NAV

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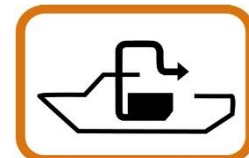
San Francisco Estuary Partnership

&

The Bay Foundation

Clean Vessel Act Programs

Funded by the California State Parks Division of Boating and Waterways Clean Vessel Act Program and the Sport Fish Restoration and Boating Trust Fund



## Introduction

The Clean Vessel Act of 1992 found that sewage discharged by recreational vessels because of an inadequate number of pumpout stations was a significant contributor to localized degradation of water quality. The environmental impacts include the spread of disease, contamination of shellfish beds, surges in invasive plant growth, and hypoxic water quality conditions.

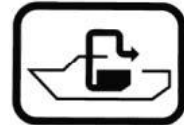
## Who We Are

Since 2008, the San Francisco Estuary Partnership and The Bay Foundation have monitored public sewage pumpout stations throughout the state, with funding from California State Parks Division of Boating and Waterways through the Clean Vessel Act (CVA) Education Program and through the federal Sport Fish Restoration and Boating Trust Fund. The goal of pumpout station monitoring is to promote a sense of accountability for condition and operational status of pumpout stations, promote useful pollution prevention amenities for boaters, and decrease the amount of sewage discharged into waterways.

## Why We Monitor

Quarterly pumpout monitoring allows each program to:

- Ensure stationary pumpout equipment is operational for use
- Track the general condition and evaluate performance of pumpout stations
- Assist facilities in meeting Division of Boating and Waterway grant requirements by offering a reliable source of technical assistance and resources
- Promote the installation and proper maintenance of pumpout stations
- Maintain contact with recipients of DBW's grant
- Update the mobile boating app, Pumpout Nav, with current status of operational and non-operational pumpouts



## How We Monitor

San Francisco Estuary Partnership monitors 87 public pumpouts in 65 Northern California marinas throughout the San Francisco Bay and Delta. The Bay Foundation monitors 69 pumpouts in 13 Southern California harbors from Santa Barbara to San Diego. All units are monitored in-person on a quarterly basis.

Pumpout Nav is a mobile app that allows surveyors to record and update the status of all the pumpouts visited each quarter. It also allows recreational boaters to locate the nearest pumpout station, report broken units, and find information on how to use pumpouts, environmental boating laws, and other useful information.

## Why This Manual

This manual outlines surveying techniques that we use to collect information on pumpouts within our regions, including what information is collected and how to use the surveying app. Site visits and reporting provide a regional understanding of the pumpout network. Contact Adrien Baudrimont at [adrien.baudrimont@sfestuary.org](mailto:adrien.baudrimont@sfestuary.org) or James Muller at [james.muller@sfestuary.org](mailto:james.muller@sfestuary.org) for more information and to add your region to the Pumpout Nav app.

# Monitoring with Pumpout Nav - Best Practices

## Pumpout Nav - Getting ready for your surveys

### *Close other apps before launching Pumpout Nav*

Pumpout Nav uses resources from your phone's hardware and memory, thus it is advised to close all running apps before launching Pumpout Nav. To do so, hit the square button on your Android device to show running apps and close them. Double press the "Home" button on iOS devices and swipe up to do the same.

### *A note about memory and storing survey data on your device*

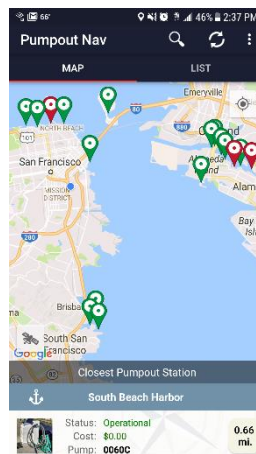
In geek language, stored data on a device is called cached data. Data collected while surveying will be cached using the device's memory. For phones with less memory, it is advised to make some room before embarking on your survey journey.

### *Cached data IS NOT secured...*

...until it is submitted and saved online in the database! As mentioned above, cached data lives on the device's memory. Therefore, if the device crashes for any reason, if the memory is cleaned up by a software update, or if your device falls in the water, all the precious data you collected will disappear. It is strongly advised to "Submit" the survey collected as soon as cell signal or WiFi is secured.

### *Poor cell coverage areas*

If you know you'll be surveying in areas with poor coverage, login to the "Survey" section while you still have a good connection. This will allow for successful download of previous survey information and you will be able to see prepopulated fields in the survey screens. If you enter the "Survey" section while not having any signal, information from previous surveys will not be downloaded, and the fields will appear blank.



## Pumpout Nav – The Survey Process

### Measurements

To take measurements surveyors need to bring a standard pressure gauge, a five gallon bucket, and a timer to each site; a small flashlight may be needed as well. Pumpouts are surveyed for current meter reading, vacuum pressure, and five gallon pumpout time.

Meters tracking the hours of usage should be installed on all units, and should be supplied to marinas with non-functioning meters by staff. Sometimes a meter is installed inside the motor unit with a port hole to access the meter reading. A flashlight may be helpful to accurately view and record the meter reading.

Vacuum pressure reading should be taken using the standard pressure gauge. Remove hose from rack, securely adhere the pressure gauge to the nozzle, turn the ball valve open, start the timer, and take the reading after a one minute adjustment period. The adjustment period allows for a more accurate reading and ensures consistent methodology among all units monitored.

To take the five gallon pump time, fill your bucket with water to the five gallon mark, place the nozzle in the water, simultaneously turn the ball valve open and start the timer. As the bucket empties tilt it on its side to get as much of the water out as possible. Once the bucket is empty stop the timer and record the time in seconds. Turn the unit off and return the hose to the rack.

### Signage

Signage for boaters is important. If signage is present and legible, 'Yes' is selected. If absent, incorrect, or illegible, 'No' is selected. Select 'Yes' or 'No' for the following signs:

- Pumpout symbol
- Federal and State funding credit
- Instructions for unit
- Hours of operation
- Cost
- Contact number for problems
- On/off buttons

Measurements

Pumps 0175A  
Treasure Island Marina

**Meter**

Meter Operational?  Yes

Meter Reading 88.7

**Vacuum**

Vacuum Operational?  Yes

Vacuum Reading (inHg) 22.0

5 gal Pump Time (sec.) 10.0

NEXT

Signage

Pump: 0175A  
Treasure Island Marina

**CVA Status**

Under CVA Grant: Yes

Last Grant Year: 2010

**Signage**

Universal Pumpout Sign  Yes

State Credit  Yes

Instructions  Yes

Hours of Operation  No  Yes

Cost Signage  No  Yes

Contact for Problems  Yes

On/Off Button  Yes

NEXT

## Unit Condition

A description of the motor's sound should be noted in the text box. The motor sound is the only qualitative information taken, and can be used as a baseline to capture status of the motor. Keep in mind different models naturally sound different. Parts should be rated as follows:

**New:** looks like new, or has minor defects but no defects that impede performance.

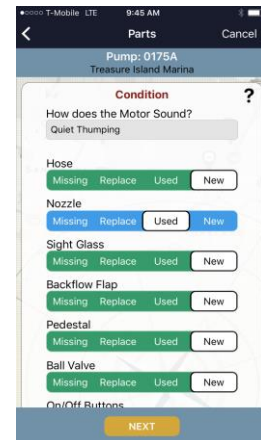
**Used:** parts look worn but still work well. An example would be a sticky ball valve.

**Replace:** parts are cracked, collapsing, or broken, and performance of the device is affected.

**Missing:** items are not present.

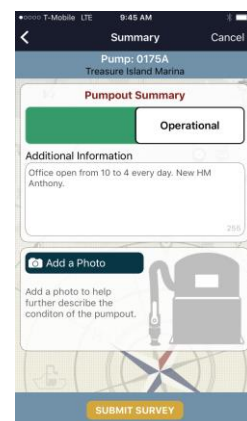
The following parts are rated:

- Hose
- Nozzle
- Sight glass
- Backflow flap
- Pedestal
- Ball valve
- On / off buttons



## Pumpout Summary

Note if the unit is operational or non-operational. If the unit is non-operational take notes on why, (for example, did the motor turn on but there was no suction, did the motor not turn on, was there an “out-of-order” sign posted, etc.). Additional information may be added in the notes section. Examples include number of outreach materials or equipment dropped off (maps, grant flyers, nozzles, meters, etc.), contact information changes, follow-up needed, etc. A photo of the unit should also be taken to document the status of the pumpout. Select “Save” to store your survey on your device’s memory, and move on to the next survey. The pumpout survey is NOT complete until it is SUBMITTED! Once you have strong cell or WiFi coverage, go back to the survey list and “Submit” the day’s surveys. An automated email will be sent to the marina, and data will be compiled for your records. Do not keep cached data longer than necessary - any technical glitch (reboot, crash, software update, etc.) will erase it.



## Steps in Surveying

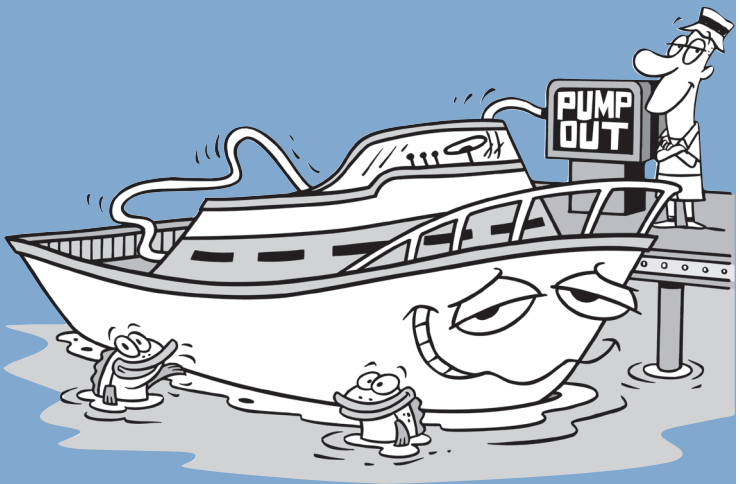
- Gather timer, five gallon bucket, pressure gauge, flashlight, and app
- Remove hose from pedestal and lay flat. This decreases the amount of pressure on the unit
- Turn on unit - *may require assistance from marina staff*
- Secure pressure gauge to top of nozzle. If nozzle isn't available, secure the gauge to universal connector at the end of the hose. Turn ball valve to open position. Start timer and set aside to allow pressure to build
- Fill five gallon bucket with water
- After a one minute adjustment period read pressure gauge and record in app
- Close ball valve and remove pressure gauge
- Submerge nozzle tip into five gallon bucket of water
- Simultaneously turn on submerged nozzle and timer
- Time until bucket is empty, and record time in app – bucket considered empty when no more water may be easily sucked through hose
- Empty hose of water, turn off unit, and return hose to rack



SAN FRANCISCO

# BAY

PUMPOUT  
GUIDE & MAP  
FOR  
BOATERS



Updated in 2015



Published by the California State Parks Division of Boating & Waterways  
and the San Francisco Estuary Partnership

Item 6.F. Application



# CAPTAIN YOUR BOAT THE CLEAN WAY

Follow the tips in this guide for running a tight ship, and you can avoid such indelicacies as flushing your head into a school of stripers or spilling bilge oil into the sparkling blue deep. With these tips in mind and this map in hand, you can help keep our waters clear and clean for everyone who boats, sails, surfs, skis, swims, and fishes in San Francisco Bay and the Delta.

So open up this guide and review its tips for preventing pollution, and its map of the pumpouts and port-a-potty dump stations located at marinas and yacht harbors around San Francisco Bay. Then stash your new guide in a handy dry place so you can always find it when you feel like doing your part to keep our Bay a world-class waterway.



## DID YOU KNOW ?

**FOUR  
MILLION**

More than one million motorized boats are registered in California and an estimated four million recreational boaters enjoy CA's marinas, lakes, rivers and coastal waters every year

**10,000  
TO 1**

One boater flushing untreated sewage overboard produces as much bacterial pollution as 10,000 people whose sewage passes through a treatment plant

**OVER  
100**

Over 100 different intestinal pathogens — viruses, parasites, and bacteria — can be found in sewage

**90**

There are 90 pumpout stations throughout the Bay/Delta, and most of them are free!

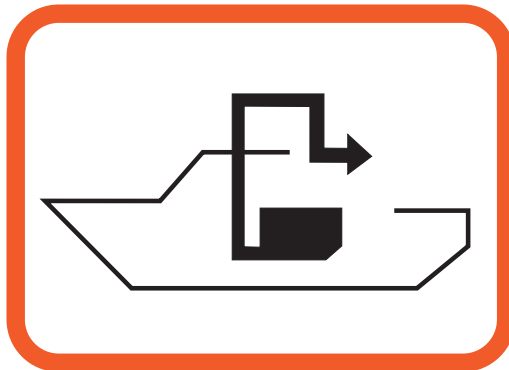
**\$2,000**

That's the fine for dumping untreated sewage where you are not supposed to. Yep, even your bucket!

# THE 11 STEPS TO PUMPOUT

## WATCH FOR THE NATIONAL PUMPOUT SIGN!

1. Follow pumpout instructions. If instructions aren't posted or aren't clear, **ASK!** Encourage the marine operator to post easy-to-understand instructions.
2. Close nozzle valve on pumpout hose.
3. Remove deck waste fitting cover from boat and insert nozzle.
4. Turn on pump.
5. Open nozzle valve. (Valves can be difficult to turn — be persistent!)
6. Check the flow through the sight glass. If flow doesn't occur within one minute, place the nozzle in water for ten seconds. If there's still no flow, check for an air leak in the line or a plug in the holding tank air vent.
7. When tank is empty, close the nozzle valve.
8. Slowly remove the nozzle from the deck waste fitting by tipping nozzle to side to "crack" the seal made under pressure.
9. Rinse Bay/Delta water through the system for 5-10 seconds once you've finished. Pump out only your holding tank. **Pumpouts are not designed to handle bilge water or solid objects.**
10. Turn off the pump and return the hose to the hose rack when you're finished so it will work for the next boater.
11. Thank your local boating facility owner for keeping pumpout facilities in good working order.

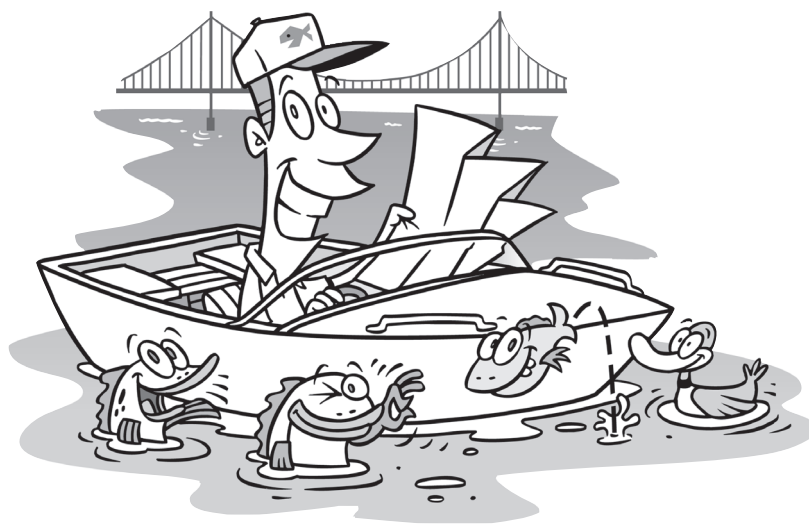


## Scan this QR code

to watch a step-by-step pumpout video, or navigate to [sfestuary.org/boating](http://sfestuary.org/boating)

## DON'T FEEL LIKE IT? GO MOBILE!

If you don't want to service the holding tank yourself, consider using a mobile pumpout service. For mobile pumpout services in your area, flip this guide over and check the bottom right of the map!



### BROKEN PUMPOUT STATION?

Report any breakdowns immediately to the marina operator. Grant funds are available for repair and replacement of pumpouts through the California State Parks Division of Boating and Waterways Clean Vessel Program. For more information visit [www.dbw.ca.gov/Funding/Pumpout.aspx](http://www.dbw.ca.gov/Funding/Pumpout.aspx) or contact Ron Kent: (916) 327-1819 [ron.kent@parks.ca.gov](mailto:ron.kent@parks.ca.gov)

# RULES AND REGS

Discharges of untreated sewage are prohibited **within the navigational waters** of the U.S. (an area that includes the entire San Francisco Bay and Delta and extends three miles seaward beyond the coast. [CWA §312 (j)]

Fines of up to \$2,000 can be imposed for **illegal discharges**. [CWA §312 (j)]

It is legal to discharge **untreated sewage at sea** (you must be at least three miles out from the coast) except in the Gulf of the Farallones National Marine Sanctuary, Monterey Bay National Marine Sanctuary, and Cordell Bank National Marine Sanctuary, (see map), which have the same discharge restrictions (no untreated sewage) as inland waters.

[Title 15, CFR, Sec. 922.82(a)(2)(ii)(A)]

All boats with installed toilets must have a **U.S. Coast Guard-certified Marine Sanitation Device** if operating in U.S. navigational waters.

[33 CFR Part 159]

Vessels with a Type I or Type II Marine Sanitation Device **must treat their sewage before discharge**. For a Type I MSD, the fecal coliform count in the effluent must be no greater than 1,000 per 100 milliliters of water and have no visible floating solids. For a Type II MSD, the fecal coliform count must be no greater than 200 per 100 milliliters, and suspended solids no greater than 150 milligrams per liter.

[33 CFR Part 159]

Discharges of any kind, treated or not, **are prohibited in Richardson Bay** — a designated No-Discharge Area.

[40 CFR Part 140.4]

When operating on the navigable waters of any lake, reservoir, or freshwater impoundment, **the vessel toilet must be sealed, rendered inoperable, or designed so no human sewage can be discharged in the water.**

[Div.104, Part 13, Chapter A, CHSC]

More rules and regs at [www.dbw.parks.ca.gov/lawsregs](http://www.dbw.parks.ca.gov/lawsregs)



## ONBOARD TREATMENT SYSTEM ?

A type I or II MSD is also called an onboard treatment system. These systems macerate sewage and treat it with chemicals or electricity. Some type III MSDs have macerators but **DO NOT** treat the sewage. Although onboard treatment systems do treat sewage, they are not nearly as effective as land based treatment systems and do not address nutrient loading or medications that pass through the body. Nutrients can cause blooms in aquatic plants, including invasive species. In addition, if you do not have your system inspected regularly to ensure it is treating to specifications, you may inadvertently dump inadequately treated sewage overboard.

## FREQUENTLY HEARD MYTHS !

**“If I have an on board treatment system ... I can discharge into the Delta”**

[40 CFR 140.3] states that it is illegal to discharge any sewage (treated or untreated) into “rivers that do not support interstate traffic.” The entire Delta falls into this category.

**BUSTED!**

**...I can discharge into freshwater lakes and reservoirs”**

[40 CFR 140.3] also states that these water bodies are protected from any sewage discharge.

**SORRY!**

**FALSE!**

**...I can discharge into my marina or yacht harbor”**

It is not only courteous to not discharge sewage in confined quarters, but the California Health and Safety Code [CHSC 117515] states that it is also illegal to do so!

**...I don't have to secure my Y-Valve”**

If you are operating your vessel in any body of water that is illegal to discharge in, [33 CFR 159.7] states that you must secure the device as to prevent overboard discharge!

**NOT!**

See Equipment section in this guide for a diagram of Y-Valve Function.  
Item 6.F., Application

# THE ONBOARD EQUIPMENT

## YOUR DEVICE

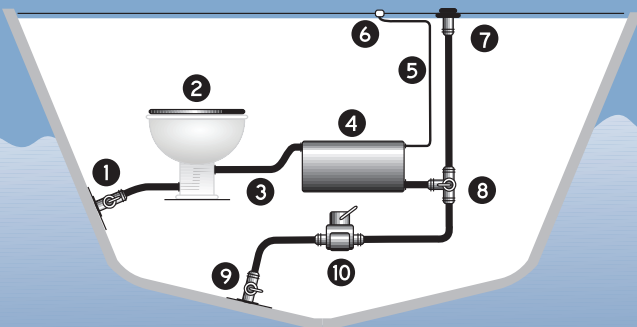
A Marine Sanitation Device (MSD) prevents pollution from the discharge of untreated sewage from a boat. According to U.S. Coast Guard regulations, all boats with an installed toilet must have one of the approved three types listed below:

Type I and II MSDs break up the sewage and disinfect it with chemicals. It is legal in some instances (see the **Macerator page for restrictions**) to discharge from either type directly overboard, but you must add the appropriate chemicals for treatment. **Without this treatment, discharge from a Type I or II system is considered raw sewage and remains illegal within the three-mile limit (see Rules and Regs).**

Type III MSDs, most commonly used by boaters, provide a holding tank for storing untreated sewage until it can be properly disposed of at an onshore pumpout station that connects to a local sewer system. All MSDs can be pumped out by mobile units that dispose of the waste into sewer systems. **Adding chemical deodorizers does not constitute treatment and does not allow you to dump wastes overboard.**

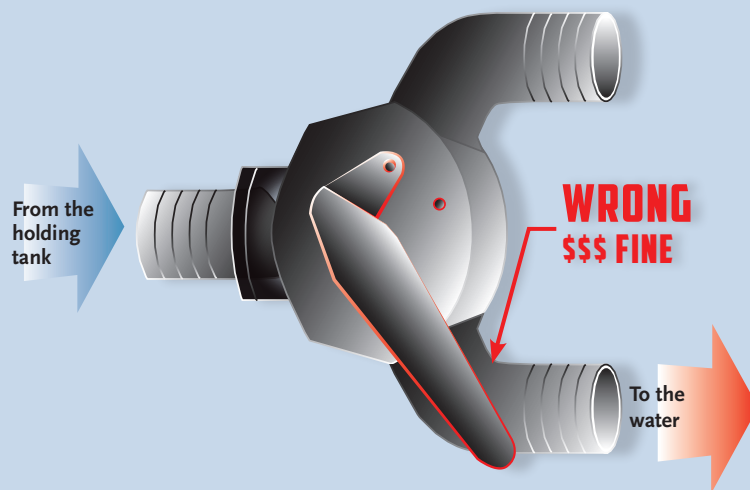
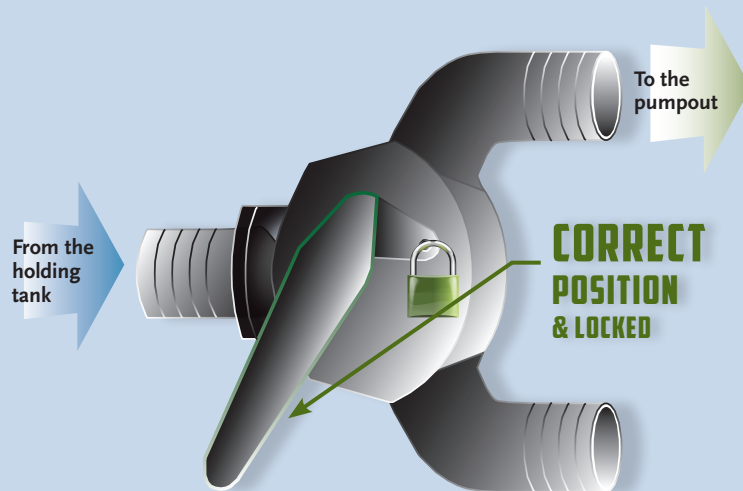
## TYPICAL TYPE III MSDS

### Holding Tank with Multiple Discharge Options



- |                     |                                |
|---------------------|--------------------------------|
| 1 Raw Water to Head | 7 Waste Deck Fitting (Pumpout) |
| 2 Marine Head       | 8 Y-valve                      |
| 3 Discharge to Tank | 9 Thru-hull Discharge Valve    |
| 4 Holding Tank      | 10 Macerator Pump              |
| 5 Tank Vent Hose    |                                |
| 6 Vent Fitting      |                                |

## THE Y VALVE



Almost all marine sanitary systems have a Y-valve. These devices allow vessel operators to divert the flow of sewage to discharge directly overboard when out at sea (3 miles from the coastline).

While navigating or while anchored within the three miles limit, you must secure the Y-valve in the closed position with a padlock or nonreleasable wire tie or remove the handle entirely.

(33CFR 159.7 & Div 104 Part 13 Chapter A CHSC)

# CLEAN BOATING

## DISINFECTANTS & DEODORIZERS

Many chemical disinfectants and deodorizers used in Marine Sanitation Devices (MSDs) contain chemicals of concern including: Chlorine compounds (including sodium hypochlorite), formaldehyde, paraformaldehyde, ammonium compounds, glutaraldehyde, paradichlorobenzene, or anti-microbials (such as Dowlcil or Bronopol). It only takes one-tenth of a part per million of chlorine to harm or kill aquatic organisms in the vicinity of a discharge. Use enzyme and bio-active treatments when possible as these are biodegradable and less toxic treatments. Read labels carefully and use only the amount recommended to ensure adequate treatment.

## GREEN SOLUTIONS FOR SMELLY PROBLEMS:

- **Empty your holding tank on a regular basis.** Full and overfull tanks are difficult and dangerous to drain.
- **Periodically rinse the entire system with water.** As described in the 9th step to pumpout.
- **Clean with a vinegar solution.** Before you add any holding tank treatment, use a vinegar solution, about once a month, immediately after a tank has been emptied. This solution will help to reduce scale buildup and it will keep the walls of the hose clean.
- **Deodorize with borax and baking soda.** To clean and deodorize the boat's head, use a mix of ½ cup borax per 1 gallon of water. Clean frequently with a solution of baking soda and water, and sprinkle baking soda around the rim.
- **Change hoses when needed.** Over time, the system hoses, made up of a rubbery material, start absorbing the sewage smell. Perform the following quick test: **Use a rag with hot water and put it around the hoses for a few minutes.** Remove the rag and if the rag has a bad odor, like sewage, the odor is permeating through the hose and it's time to change it.

[www.BoatingCleanandGreen.com](http://www.BoatingCleanandGreen.com)

## THE ALTERNATIVES

PRODUCT	NON-TOXIC APPROACH
DETERGENT & SOAP	Fresh water and a lot of elbow grease
BLEACH	Hydrogen peroxide
SCOURING POWDERS	Baking soda or salt
FLOOR CLEANER	One cup white vinegar in 2 gallons water
WINDOW CLEANER	One cup vinegar in 1 quart warm water
VARNISH CLEANER	Wipe with 1/2 cup vinegar and 1/2 cup water solution
HEAD CLEANER	Brush with baking soda
SHOWER CLEANER	Wet surface, use scouring cloth with baking soda
ALUMINUM CLEANER	Use 2 tablespoons cream of tartar in 1 quart of water
CHROME CLEANER/POLISH	Apple cider vinegar to clean, baby oil to polish
FIBERGLASS STAIN REMOVER	Baking soda paste
DRAIN OPENER	Disassemble and replace; avoid toxic products
MILDEW REMOVER	Paste of equal parts lemon juice and salt
WOOD POLISH	Use 3 parts olive oil and 1 part white vinegar; almond or olive oil (interior unvarnished wood only)

### Check with your local chandlery for green products.

*This guide was produced by the San Francisco Estuary Partnership in cooperation with the California State Parks Division of Boating and Waterways under a grant from the Clean Vessel Act. The information presented in this guide is accurate to the best of our knowledge. The San Francisco Estuary Partnership assumes no responsibility and disclaims any liability for any injury resulting from the use or effect of any product or information in this publication.*



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# THE GREEN PAGES

## BOATING INFORMATION

California Division of  
Boating & Waterways  
(888) 326-2822

San Francisco  
Estuary Partnership  
(510) 622-2406

## COUNTY POLICE & SHERIFF BOAT/MARINE UNITS

Alameda (510) 667-7721

Contra Costa (925) 646-2441

Marin (415) 479-2311

Napa (707) 253-4451

Sacramento (916) 264-5471

San Francisco (415) 409-1020

San Joaquin (209) 468-4400

San Mateo (650) 363-4911

Santa Clara (408) 299-2311

Solano (707) 421-7090

Sonoma (707) 565-2121

Yolo (530) 666-8282

U.S. Coast Guard  
(415) 399-3530

## OIL SPILLS

National Response Center  
(800) 424-8802

California Office of  
Emergency Services  
(800) OILS-911 (645-7911)

Oil Recycling  
(800) CLEAN-UP  
[www.earth911.com](http://www.earth911.com)

## PARTNERS



**California State Parks  
Division of Boating and  
Waterways**  
One Capitol Mall - Suite 410  
Sacramento, CA 95814  
(888) 326-2822  
[www.dbw.parks.ca.gov](http://www.dbw.parks.ca.gov)

## PUMPOUT INFORMATION

[www.dbw.ca.gov/Pumpouts](http://www.dbw.ca.gov/Pumpouts)

## BOATING SAFETY

California Division of  
Boating and Waterways  
[www.dbw.parks.ca.gov](http://www.dbw.parks.ca.gov)

## FISH & WILDLIFE

California Dept. of Fish  
& Wildlife Hotline (CalTip)  
(888) 334-2258

National Invasive Species  
Hotline (877) 786-7267

Marine Mammal Center  
(injured animals)  
(415) 289-7325

WildCare  
(injured terrestrial animals)  
(415) 456-SAVE

## HUMAN HEALTH

California Dept. of  
Public Health,  
Environmental Health  
Investigations Branch  
(Fish consumption warnings)  
(510) 620-3620  
[www.ehib.org](http://www.ehib.org)

California Dept. of  
Public Health, Environmental  
Management Branch  
(Shellfish Information  
Hotline —warnings)  
(800) 553-4133



**San Francisco  
Estuary Partnership**  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
(510) 622-2406  
[www.sfestuary.org](http://www.sfestuary.org)

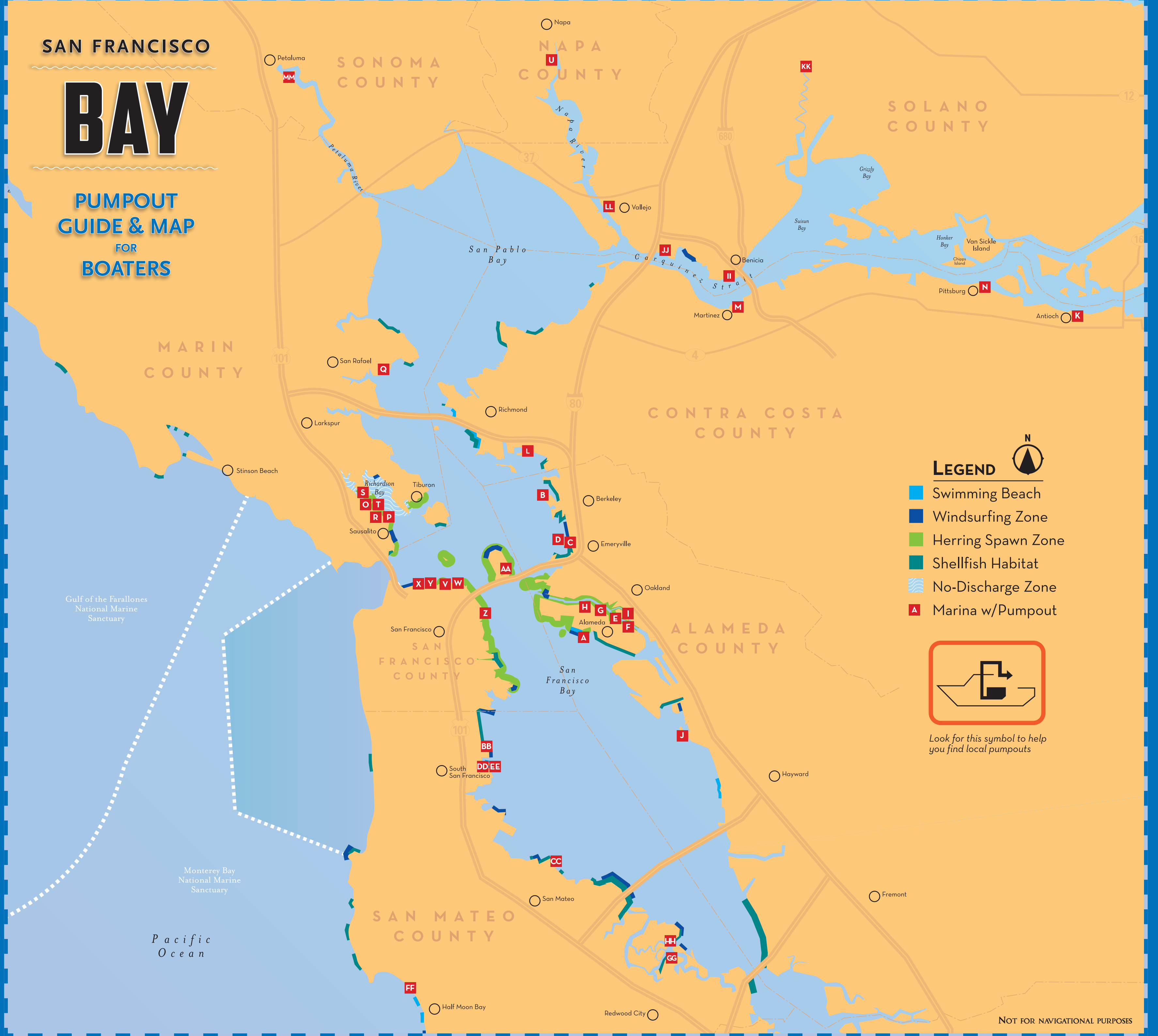
Order your free maps by  
contacting the San Francisco  
Estuary Partnership

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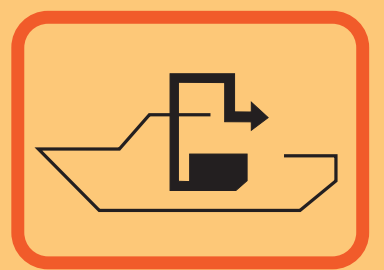
# BAY

## PUMPOUT GUIDE & MAP FOR BOATERS



**LEGEND**

- Swimming Beach
- Windsurfing Zone
- Herring Spawn Zone
- Shellfish Habitat
- No-Discharge Zone
- Marina w/Pumpout



Look for this symbol to help you find local pumpouts

NOT FOR NAVIGATIONAL PURPOSES

# DON'T DUMP... USE THESE PUMPS

MARINA WITH PUMPOUT	LOCATION	PUMPOUT COST	HOURS	PORTAPOTTY DUMPOUT	PUBLIC RESTROOMS		
<b>ALAMEDA COUNTY</b>							
<b>A</b> BALLENA ISLE MARINA	1150 Ballena Blvd., Ste. 111, Alameda, CA 94501	510-523-5528	Fuel dock	Free	24 hours	No 8:30-5	Yes
<b>B</b> BERKELEY MARINA	201 University Ave., Berkeley, CA 94710	510-981-6740	End of I dock, G dock & C dock	Free	24 hours	No	Yes
<b>C</b> EMERY COVE YACHT HARBOR	3300 Powell St., Emeryville, CA 94608	510-428-0505	A dock/S dock	Free	24 hours	Use pumpout station	Yes
<b>D</b> EMERYVILLE MARINA	3310 Powell St., Emeryville, CA 94608	510-654-3716	Fuel dock	Free	24 hours	No	Yes
<b>E</b> FORTMAN MARINA	1535 Buena Vista, Alameda, CA 94501	510-522-9080	I dock	Free	24 hours	No	Yes 9-5
<b>F</b> GRAND MARINA	2099 Grand St., Alameda, CA 94501	510-865-1200	Below harbormaster's office	Free	9-5	No	Yes
<b>G</b> MARINA VILLAGE YACHT HARBOR	1030 Marina Village Pkwy, Alameda, CA 94501	510-521-0905	Docks 8 & 10	Free	24 hours	No	Yes
<b>H</b> MARINER SQUARE MARINA	2415 Mariner Square Dr., Alameda, CA 94501	510-521-2727	Dock 39	Free	24 hours	No	Yes
<b>I</b> OAKLAND MARINA	2 Webster St., Oakland, CA 94607	510-834-4591	North Basin, Jack London Sq & Union Point Basin	Free	24 hours	Pumpout wand	Yes Jack London Sq.
<b>J</b> SAN LEANDRO MARINA	40 Mulford Point Dr., San Leandro, CA 94577	510-577-3488	Fuel dock	Free	24 hours	No Daylight Hours	Yes
<b>CONTRA COSTA COUNTY</b>							
<b>K</b> ANTIOCH MARINA	5 Marina Plaza, Antioch, CA 94509	925-779-6957	Guest dock & fuel dock	Free	24 hours at fuel dock	Pumpout wand 8-4 M-F, 8-5 SS	Yes
<b>L</b> MARINA BAY YACHT HARBOR	1340 Marina Way South, Richmond, CA 94804	510-236-1013	End of G dock & top of D dock	Free	24 hours	No 9-5	Yes
<b>M</b> MARTINEZ MARINA	7 N. Court St., Martinez, CA 94553	925-313-0942	Pumpout dock	Free	24 hours	No 8:30-4:30	Yes
<b>N</b> PITTSBURG MARINA	51 Marina Blvd., #E, Pittsburg, CA 94565	925-439-4958	Fuel dock	Free	24 hours	No 8-5	Yes
<b>MARIN COUNTY</b>							
<b>O</b> CLIPPER YACHT HARBOR	310 Harbor Dr., Sausalito, CA 94965	415-332-3500	Fuel dock	Tenants free; others \$5	8-11:30 and 2-4	Yes	Yes
<b>P</b> GALILEE HARBOR	300 Napa St., Sausalito, CA 94965	415-332-8554	End of South dock	\$5	10-4 preferably high tide	No	No
<b>Q</b> LOCH LOMOND MARINA	110 Loch Lomond Dr., San Rafael, CA 94901	415-454-7228	Fuel dock	Free	24 hours	Yes	No
<b>R</b> MARINA PLAZA HARBOR	2320 Marinship Way, Sausalito, CA 94965	415-332-4723	In marina & end of B dock	Free	9-5	No	Yes
<b>S</b> RICHARDSON BAY MARINA	100 Gate 6 Rd., Sausalito, CA 94965	415-332-5510	C dock	Free	24 hours	No	Yes
<b>T</b> SCHOONMAKER POINT MARINA	85 Liberty Ship Way, Sausalito, CA 94965	415-331-5550	A dock	Free	24 hours	No 8-8	Yes
<b>NAPA COUNTY</b>							
<b>U</b> NAPA VALLEY MARINA	1200 Milton Rd., Napa, CA 94559	707-252-8011	Fuel dock	\$5	8-5 weekdays 9-5 Sat, 9-4 Sun	No	Yes

MARINA WITH PUMPOUT	LOCATION	PUMPOUT COST	HOURS	PORTAPOTTY DUMPOUT	PUBLIC RESTROOMS		
<b>SAN FRANCISCO COUNTY</b>							
<b>V</b> FISHERMAN'S WHARF MARINA	Foot of Hyde St., San Francisco, CA 94123	415-673-2928	Fuel dock	Free	8-5	No	No
<b>W</b> PIER 39 MARINA	Pier 39, San Francisco, CA 94133	415-705-5436	A dock	Free	24 hours	Use pumpout station	Yes
<b>X</b> SAN FRANCISCO MARINA - GASHOUSE COVE	3950 Scott St., San Francisco, CA 94123	415-831-6322	Fuel dock	Free	24 hours	No	Yes
<b>Y</b> SAN FRANCISCO MARINA - WEST HARBOR	3950 Scott St., San Francisco, CA 94123	415-831-6322	Pumpout Dock	Free	24 hours	No	Yes
<b>Z</b> SOUTH BEACH HARBOR	The Embarcadero, Pier 40, San Francisco, CA 94107	415-495-4911	East end of south guest dock; East end of north guest dock	Free	24 hours	No	Yes
<b>AA</b> TREASURE ISLE MARINA	1 Clipper Cove Way, San Francisco, CA 94130	415-981-2416	Southern end of D dock	Free	24 hours	Yes	No
<b>SAN MATEO COUNTY</b>							
<b>BB</b> BRISBANE MARINA	Sierra Point Parkway Brisbane, CA 94005	650-583-6975	Pier 1	Free	24 hours	Yes	Yes
<b>CC</b> COYOTE POINT MARINA	1900 Coyote Point Dr., San Mateo, CA 94401	650-573-2594	Guest dock	Free	24 hours	No	Yes
<b>DD</b> OYSTER COVE MARINA	385 Oyster Point Blvd., S. San Francisco, CA 94080	650-952-5540	Dock 5	Free	24 hours	Yes	No
<b>EE</b> OYSTER POINT MARINA	95 Harbormaster Rd., #1, So. San Francisco 94080	650-952-0808	Fuel dock	Free	8-6	Yes	Yes
<b>FF</b> PILLAR POINT MARINA	One Johnson Pier, Half Moon Bay, CA 94019	650-726-4382	Fuel dock	Free	24 hours	Yes	Yes
<b>GG</b> PORT OF REDWOOD CITY YACHT HARBOR	451 Seaport Ct., Redwood City, CA 94063	650-363-1390	End of C dock	Free	24 hours	No	Yes
<b>HH</b> WEST POINT HARBOR	1529 Seaport Blvd., Redwood City, CA 94063	650-XXX-XXXX	Guest dock	Free	24 hours	No	Yes
<b>SOLANO COUNTY</b>							
<b>II</b> BENICIA MARINA	266 East B St., Benicia, CA 94510	707-745-2628	Fuel dock	Free	24 hours	No	Yes
<b>JJ</b> GLEN COVE MARINA	2000 Glen Cove Rd., Vallejo, CA 94591	707-552-3236	Dock 8	Free	24 hours	No	Yes
<b>KK</b> SUISSON CITY MARINA	800 Kellogg St., Suisun City, CA 94585	707-429-BOAT	End of fuel dock	Free	24 hours	No	Yes 8:30-5
<b>LL</b> VALLEJO MUNICIPAL MARINA	42 Harbor Way, Vallejo, CA 94590	707-648-4370	J dock & fuel dock	\$10 for non-berthers	24 hours	No	Yes 9-5
<b>SONOMA COUNTY</b>							
<b>MM</b> DETALUMA MARINA	1200 Baywood Dr., Petaluma, CA 94954	707-778-4489	End of A dock	Free	24 hours	No	Yes closed Mon.
<b>MOBILE PUMPOUT SERVICE</b>							
<b>BAYGREEN MARINE SANITATION SERVICES</b>	415-621-1393	www.baygreen.net	Serves San Francisco, San Mateo, and Alameda (everything south of the Richmond Bridge), with the exception of Sausalito Bay	Varies	8-5		
<b>MARINE SERVICE CORPS</b>	510-629-4185	www.marineservicecorps.com	Serves the Bay Area	Varies	By appointment		
<b>MT HEAD MARINE SANITATION SERVICE</b>	650-483-5689	www.mthead.com	Serves Richardson Bay, Redwood City, Alameda, Oakland	Varies	Varies		Varies see web site

© Denotes marina with oily bilge pumpout system.  
 The San Francisco Estuary Partnership is a cooperative federal/state program whose primary goal is to promote environmentally sound management of the Bay and Delta. A variety of free boater education and pollution prevention materials is available from www.estuary.org. Call (510) 629-2266.  
 The mission of the California State Parks Division of Boating and Waterways is to provide safe and convenient public access to California's waterways. Visit www.dbw.parks.ca.gov or call (888) 326-2822 to order free boating educational materials.

## CLIMATE

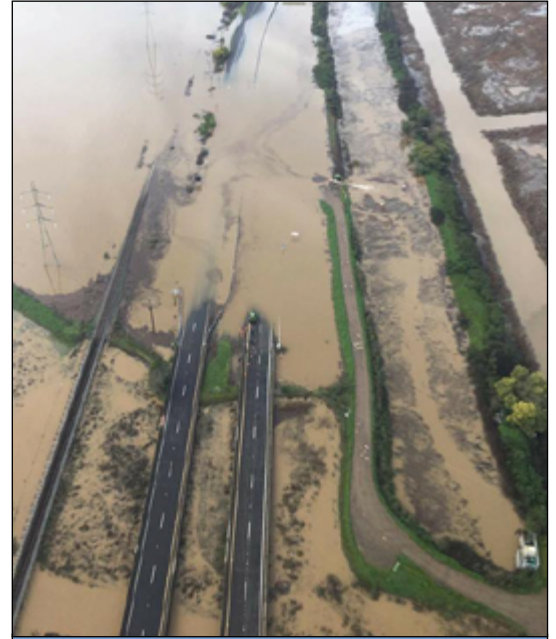
# Prepping for SLR — Who's On First?

On an uncommonly sultry Thursday evening at the end of August several dozen people gathered in a grove at San Mateo's Coyote Point, sipping beer and listening to a presentation on sea level rise by staff from San Mateo County's Office of Sustainability. Then, accompanied by the sound of gunshots from a nearby firing range, everyone trooped down to the Bay's edge, where temporary markers indicated how high the water would rise under three different scenarios. In the most dire projection, water would cover the heads of the people standing on the beach.

The event, "Shrinking Shores," was presented by Sea Change San Mateo County, one a handful of county-level projects around the Bay that aim to assess local vulnerability to sea level rise and develop long-term adaptation strategies. Many of these projects are linked to the Bay

Conservation and Development Commission's Adapting to Rising Tides (ART) project, which used new FEMA coastal maps to develop detailed flooding projections for all nine Bay Area counties. "We've developed inundation maps that identify where the water is coming from, the type of shoreline, levees, berms, the height of tides and elevation of the shoreline in each location" says BCDC's Lindy Lowe. This article checks in with a variety of municipalities and planning efforts around the Bay to see how prepared they are for the rising seas, storm surges, and increased flooding promised by our climate changed future.

**Go online to [www.sfestuary.org/estuary-news](http://www.sfestuary.org/estuary-news)** to read this in-depth story in full, complete with details, photos, and comments from around the Bay.

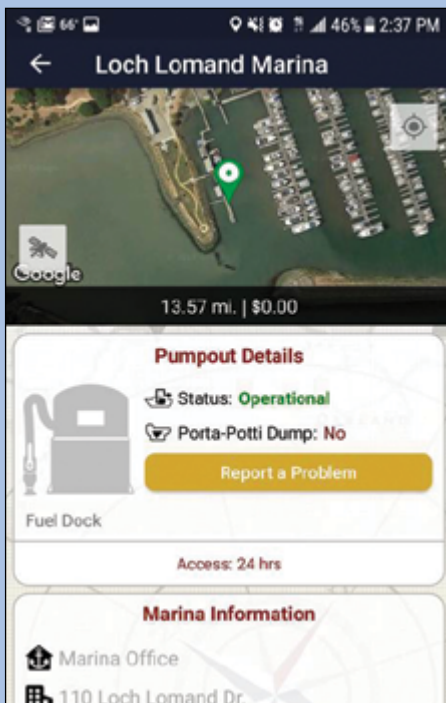


Closure of Highway 37 in the winter of 2017. Photo courtesy Sonoma Transportation Authority.

## DOCKSIDE

## Shorter Hunt for Working Pumpouts

Most Bay and Delta boaters know that discharging their waste overboard is a no-no, as dumping raw sewage is hazardous to human health and



local ecosystems. Yet some boaters still dump — even with maps showing the location of 90 pumpout stations around the Estuary that can send the waste to a treatment plant.

"One of the greatest frustrations we've heard is that pumpout stations sometimes don't work once boaters get there," says Adrien Baudrimont, San Francisco Estuary Partnership (SFEP) environmental planner.

Old-fashioned maps haven't solved the problem. And 74 percent of all boaters aren't aware that they could be fined \$2,000 for dumping raw sewage into California waters, according to a 2011 survey conducted by the state's Division of Boating and Waterways (DPW).

So the Partnership developed Pumpout Nav, an app that uses geolocation to show which stations nearby are in good working order — and which ones aren't. Funded by a Clean Vessel Act grant, the app helps advance the Partnership's goal of reducing the amount of sewage discharged into the Bay and Delta.

Pumpout Nav also enables the Partnership and marina managers to conduct regular monitoring of each station by entering testing data directly

into the app. Users can also report issues and upload photos, expediting the repair process.

"Boaters want convenient services and access to those services and education," says Vivian Matuk, DPW environmental boating program coordinator. "The app is both a more efficient way to maintain the pumpout stations and a more reliable way than using paper to collect data."

Pumpout Nav covers five counties in the Southern California region as well. Recently, several states and regions across the U.S. expressed interest in the app after Baudrimont and his team gave a demonstration at a conference. They'll be able get their pumpout stations into the app after SFEP finishes its second version. And since California will continue to host the app, other states will not have to pay to participate.

"The goal is to maximize the impact of California's Clean Vessel Act grant money," Matuk says. "The dollars we're investing in the app are being stretched as much as possible." **KrW**

Pumpout Nav, [dbw.parks.ca.gov/?page\\_id=29601](http://dbw.parks.ca.gov/?page_id=29601) (free download for iOS and Android)  
**Item 6.F., Application**



## Managing Sewage the Environmental Way?

*There's an App for that!*

**Author: Adrien Baudrimont and James Muller, San Francisco Estuary Partnership**



The San Francisco Estuary Partnership is in the final stages of developing the Pumpout Nav, a free iOS and Android App scheduled for release this Spring, as part of a Clean Vessel Act grant provided by the California State Parks Division of Boating and Waterways.

As its name hints, Pumpout Nav is designed to help boaters with locating the closest sewage pumpout station for their vessels. Through an iOS or Android device, the app displays the pumpout stations closest to the boater, their operational status, as well as the cost, hours, and location within the marinas for each unit. This app will also have instructions on how to use a pumpout station, and information about the environmental risks and applicable regulations regarding sewage discharge. All of that will soon be available from any personal device!

Pumpout Nav also has a tool meant to enhance the quality of the pumpout network in both Northern (Bay and Delta) and Southern California. If a boater finds a non-operational pumpout, they can report the issue directly through the App. Once a boater submits a report, the marina manager and the local Clean Vessel Act Program get notified. This will let marinas know their pumpout could be experiencing technical difficulties and should be looked at. The local Clean Vessel Act Program staff can also follow up with marinas, encouraging them to apply for state funding to address the issue.

The release is scheduled for early spring in the Apple and Google online stores.

For more information, please contact Adrien Baudrimont at [adrien.baudrimont@sfestuary.org](mailto:adrien.baudrimont@sfestuary.org) or James Muller at [james.muller@sfestuary.org](mailto:james.muller@sfestuary.org).

## Boating And Waterways Website Re-Designed For Ease Of Use And Mobile Device Responsiveness

**Author: Joleane King, California State Parks, Division of Boating and Waterways Associate Park and Recreation Specialist for Boating Safety Media**

Yesterday's glossy brochure is today's website and social media channel. This vast, evolving upgrade from print to digital allows us to communicate instantly and efficiently with ever-changing data. California State Parks Division of Boating and Waterways (DBW) has promoted two-way communication and understanding online for many years. To keep current, DBW recently migrated its previous website pages to the new State standard website design and content managing system. This redesign and upgrade simplifies site management and coordinates an engaging, California State design that is user-friendly for the boating public.

With the majority of connections now made via mobile devices, the ease of use on small screens is important. Mobile connections require websites to be based on a fluid, responsive grid. This is a major improvement for the new DBW website. It now allows users to scroll down rather than across to read a large page on a small screen.

Take a tour! The [DBW home page](#) features quickly accessible, top level boater information: the new California Boater Card, Safety Equipment, Places to Boat in California, Pumpout Stations, Boating News and Alerts, Boat Registration and a Calendar of Events. For deeper levels of information, the top of the page tabs remain similar to the previous DBW pages with drop-down lists of particular programs and information.

As with all information technology changes, unexpected bugs and broken links quickly come to light during a website re-design. Both DBW and California State Parks' webmasters are working to fix or create work-arounds for content and database snafus. We welcome your comments and assistance in maintaining quality information in an engaging, easy to use format. Email your comments to: [Joleane.King@parks.ca.gov](mailto:Joleane.King@parks.ca.gov).

# Screenshots of SFEP CVA website

The screenshot shows the top portion of a website. At the top left is the logo for the San Francisco Estuary Partnership, featuring a stylized bridge and water. To the right of the logo is the text "SAN FRANCISCO ESTUARY PARTNERSHIP". A navigation menu is located at the top right, with links for "ABOUT US", "OUR ESTUARY", "OUR WORK", "ESTUARY BLUEPRINT", and "RESOURCES", followed by a search icon. Below the navigation is a large header area with a dark background and a satellite-style map of the estuary. The main title "Clean Vessel Act Grant Program" is displayed in large white text. Below the title is a date "JUNE 20, 2017". The main content area has a blue background and is divided into two columns. The left column is titled "PROJECT AT A GLANCE" and contains two sub-sections: "FUNDERS" and "PARTNERS". The "FUNDERS" section lists "United States Fish and Wildlife Service" and "California State Parks Division of Boating and Waterways". The "PARTNERS" section lists "California State Parks Division of Boating and Waterways" and "The Bay Foundation". Below the partners list is an icon of a boat with a pumpout station. The right column is titled "SAVE THE WATERS YOU LOVE" and contains a paragraph of text about boating impacts and a paragraph about the grant program. The text in the right column includes links for "Education/Outreach", "Monitoring", and "What's New". At the bottom of the page, there are three small portrait photos of people.

**SAN FRANCISCO ESTUARY PARTNERSHIP**

[ABOUT US](#) [OUR ESTUARY](#) [OUR WORK](#) [ESTUARY BLUEPRINT](#) [RESOURCES](#)

# Clean Vessel Act Grant Program

⌚ JUNE 20, 2017


## PROJECT AT A GLANCE

### FUNDERS

United States Fish and Wildlife Service  
California State Parks Division of Boating and Waterways

### PARTNERS

California State Parks Division of Boating and Waterways  
The Bay Foundation



## SAVE THE WATERS YOU LOVE

Sailors, fishers, and many other kinds of boaters enjoy the waters of the San Francisco Bay-Delta Estuary, a unique spot for year-round boating. Boaters can, however, impact the quality of the Estuary waters they enjoy. In particular, untreated sewage discharged from boats can cause localized effects on water quality and public health, especially in semi-enclosed marinas and harbors where minimal water flushing occurs. Sewage from houseboats and other live-aboard vessels is a particular concern in parts of the Estuary, specifically Richardson Bay, Alviso Slough, Redwood Creek and the Delta.

Under a Clean Vessel Act grant from the California State Parks Division of Boating and Waterways, the Estuary Partnership manages a dynamic [Education/Outreach](#) and [Monitoring](#) program aimed at encouraging boaters to use pumpout and dump stations rather than discharging directly into the Estuary.

But first, meet our team and see [What's New](#)!





## WHAT'S NEW

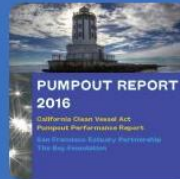


### Pumpout Nav

*Find the Closest Pumpout to Service your Boat in California*

The App is out and available for free on both iOS & Android stores!

[LEARN MORE](#)



### California Pumpout Report

*What is the likelihood that a boater will have a positive experience at a given pumpout?*

SFEP and The Bay Foundation have been monitoring pumpouts throughout California for almost a decade and have used the most recent data to write this report.

[READ THE REPORT](#)

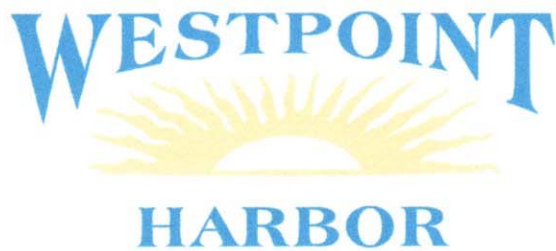


### Honey Pot Days Return!

*Clean boating outreach and free pumpouts for recreational boaters*

Offered at rotating marinas on holiday weekends in the summer, these days are a great way to educate boaters on illegal sewage discharge and promote mobile pumpout services.

[MORE INFO LATER](#)



October 10, 2017

To: Lisa Mangat and Lynn Sadler  
California Parks and Recreation; Division of Boating and Waterways  
From: Mark Sanders, President, Westpoint Harbor LLC  
President, Marine Recreation Association  
Subject: **San Francisco Estuary Project**

Dear Lisa and Lynn,

Westpoint Harbor LLC is pleased to offer its support for the San Francisco Estuary Project's continuing efforts to plan and implement pollution prevention projects at harbors and marinas located throughout California.

This program of monitoring, education and outreach have made a crucial difference and produced long-term benefits to coastal ecosystems and watersheds, especially the San Francisco Bay Area which I am most familiar with. Efforts to minimize pollution and provide practical solutions for convenient disposal of sewage from recreational and commercial vessels as well as a highly visible monitoring actions produce effective "peer pressure" to stimulate marinas' continued adoption of more effective systems.

I have enjoyed a collaborative and productive relationship with the SF Estuary Project as well as associated agencies in providing education and outreach programs for boaters and others who enjoy the ocean. Interpretive signage, brochures and sound advice to marinas are made available and are useful tools in our effort to be enlightened stewards of our waterways.

We trust the Division of Boating and Waterways will continue to support this initiative to assist harbors and marinas across the state to be examples of "green marinas" to help protect our waterways. Westpoint Harbor looks forward to continuing its participation in a beneficial partnership with California Marine Sanctuary Foundation.

Sincerely,

Mark L Sanders



Friday, October 13, 2017

To: The California Division of Boating and Waterways

Riverbank Marina is one of the most accessible and socially active spots to enjoy the American and Sacramento River, thanks to the thriving restaurant scene, nearby offices and 175-plus covered and uncovered berths and slips. We are located just minutes from downtown Sacramento along Garden Highway. Most Sacramentans have spent many a day on its docks, but what most locals don't know is how rare a destination like this really is. This true river gem could not survive without the works of the many keeping the Sacramento River clean.

As a marina that has been working with the San Francisco Estuary Partnership's monitoring and outreach staff, we would like to offer our support of their 2018 Clean Vessel Act Grant Application.

Without these agencies to assist with us with prevention, we pay dearly for the cure/cleanup. Give them everything they need to ensure our waters stay free of pee....and poo.

Best Regards,

Karyn Baron  
Assistant Harbor Master

## Required Server Specifications for *Pumpout Nav*

Software	Requirement
Java Runtime Environments	<ul style="list-style-type: none"> <li>• Oracle <a href="#">JRE 1.8</a></li> </ul>
Operating Systems	Epical can work with the following operating systems: <ul style="list-style-type: none"> <li>• CentOS</li> <li>• Ubuntu</li> <li>• Fedora</li> <li>• <b>Windows Server</b></li> </ul>
Application Servers	Epical validates against the following application servers: <ul style="list-style-type: none"> <li>• Apache Tomcat 7</li> </ul>
Database Servers	The following databases are compatible with Epical: <ul style="list-style-type: none"> <li>• MySQL 5.5 or greater</li> </ul>
Memory/Hard Drive	Suggested Memory and Disk Requirements: <ul style="list-style-type: none"> <li>• <b>16MB RAM</b></li> <li>• 500GB Disk Space (<b>200GB Minimum</b>)</li> </ul>

vCPU    ECU    Memory (GiB)    Instance Storage (GB)    Windows with SQL Enterprise Usage

**General Purpose - Current Generation**

m4.xlarge	4	13	16	EBS Only	\$1.918 per Hour
m4.2xlarge	8	26	32	EBS Only	\$3.836 per Hour
m4.4xlarge	16	53.5	64	EBS Only	\$7.672 per Hour
m4.10xlarge	40	124.5	160	EBS Only	\$19.18 per Hour
m4.16xlarge	64	188	256	EBS Only	\$30.688 per Hour
m3.xlarge	4	13	15	2 x 40 SSD	\$1.992 per Hour
m3.2xlarge	8	26	30	2 x 80 SSD	\$3.984 per Hour

**Compute Optimized - Current Generation**

c4.xlarge	4	16	7.5	EBS Only	\$1.933 per Hour
c4.2xlarge	8	31	15	EBS Only	\$3.866 per Hour
c4.4xlarge	16	62	30	EBS Only	\$7.733 per Hour
c4.8xlarge	36	132	60	EBS Only	\$17.149 per Hour
c3.xlarge	4	14	7.5	2 x 40 SSD	\$1.923 per Hour
c3.2xlarge	8	28	15	2 x 80 SSD	\$3.846 per Hour
c3.4xlarge	16	55	30	2 x 160 SSD	\$7.692 per Hour
c3.8xlarge	32	108	60	2 x 320 SSD	\$15.384 per Hour

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Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Adoption of Resolution No. 17-17 Authorizing Acceptance of Federal Emergency Management Agency Cooperative Technical Partners Program Grant in the amount of \$299,221**

### **Executive Summary**

The Federal Emergency Management Agency (FEMA) has a history of coordinating with local communities and encourages strong Federal, State, Tribal, regional and local partnerships to increase involvement in National Flood Insurance Program (NFIP). The Cooperative Technical Partnership (CTP) Program exists to strengthen and increase the effectiveness of the National Flood NFIP.

The CTP Program primarily supports the mission and objectives of FEMA's Risk Mapping, Assessment, and Planning (MAP) program, an initiative of the NFIP's Flood Hazard Mapping Program started in 2009. Generally, CTP Program priorities promote the advancement of the regional and national program measures associated with achieving the goals and objectives of Risk MAP which support the NFIP. Funding priorities for CTP cooperative agreements in support of Risk MAP Measures include Community Engagement and Risk Communication.

FEMA awarded ABAG \$299,221 in financial assistance under the fiscal year 2017 CTP to conduct a Risk MAP Measure: Community Engagement and Risk Communication. Specifically this grant (EMF-2017-CA00007-S01) will enable ABAG to advance regional resilience through regional assessments, statewide resilience coordination, and the provision of technical assistance. The period of performance is September 1, 2017 through August 31, 2019. There are no required matching funds.

**Adoption of Resolution No. 17-17**

November 9, 2017

Page 2

**Recommended Action**

The Executive Board is requested to adopt Resolution No. 17-17 authorizing the Executive Director of the Metropolitan Transportation Commission, or his designee, to execute all documents and take actions necessary to accept the FEMA Cooperative Technical Partnership Community Engagement and Risk Communication grant funds.



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Steve Heminger

**Attachment**

Resolution No. 17-17

**ASSOCIATION OF BAY AREA GOVERNMENTS  
EXECUTIVE BOARD**

**RESOLUTION NO. 17-17**

**AUTHORIZING THE MTC EXECUTIVE DIRECTOR, OR DESIGNEE, TO ACCEPT  
FEDERAL EMERGENCY MANAGEMENT AGENCY COOPERATING TECHNICAL  
PARTNERS PROGRAM GRANT EMF-2017-CA00007-S01**

**WHEREAS**, the Cooperating Technical Partners (CTP) Program of the Federal Emergency Management Agency (FEMA) exists to strengthen and increase the effectiveness of the National Flood Insurance Program (NFIP); and

**WHEREAS**, CTP Program priorities promote the advancement of the regional and national program measures associated with achieving the goals and objectives of RiskMAP which support the NFIP; and

**WHEREAS**, ABAG has been awarded a federal fiscal year 2017 Community Engagement and Risk Communication grant in the amount of \$299,221 (EMF-2017-CA00007-S01); and

**WHEREAS**, the FEMA Community Engagement and Risk Communication grant will enable ABAG to significantly advance regional resilience through regional assessments, statewide resilience coordination, and the provision of technical assistance.

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 17-17**

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or his designee, to execute all documents and take actions necessary to accept the FEMA Cooperative Technical Partnership Community Engagement and Risk Communication grant funds.

The foregoing was adopted by the Executive Board this 16<sup>th</sup> of November, 2017.

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Julie Pierce  
President

**Certification of Executive Board Approval**

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 16<sup>th</sup> day of November, 2017.

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Frederick Castro  
Clerk of the Board

**Approved as to Legal Form**

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Adrienne Weil  
General Counsel  
Metropolitan Transportation Commission



Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Adoption of Resolution No. 18-17 Authorizing the Acceptance of an US Environmental Protection Agency Brownfields Community Wide Coalition Assessment Grant in the amount of \$600,000**

### **Executive Summary**

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or the Superfund law) was amended by the Small Business Liability Relief and Brownfields Revitalization Act (Brownfields Law) to include section 104(k) which provides federal financial assistance for brownfields revitalization, including grants for assessment, cleanup, and revolving loan funds.

The U.S. Environmental Protection Agency (EPA) awarded the Association of Bay Area Governments (ABAG) a \$600,000 Brownfields Community Wide Coalition Assessment grant as the lead coalition member of the East Bay Brownfields Assessment Coalition, a sub-group of the East Bay Corridor Initiative.

The purpose of the grant is to conduct Phase I and Phase II environmental assessments of high impact priority sites within the City of Richmond, City of El Cerrito, and unincorporated Contra Costa County to confirm the presence or absence of contamination, advancing the reuse of and infill development on these sites. ABAG, as the lead coalition member, will be responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.

The period of performance is October 1, 2017 through September 30, 2020. There are no required matching funds.

**US EPA Brownfields Community Wide Coalition Assessment Grant**

November 9, 2017

Page 2

**Recommended Action**

The Executive Board is requested to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to accept an U.S. Environmental Protection Agency (EPA) Brownfields Community Wide Coalition Assessment grant award in the amount of \$600,000 to conduct Phase I and Phase II environmental assessments within City of Richmond, City of El Cerrito, and unincorporated Contra Costa.



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Steve Heminger

**Attachments**

Resolution No. 18-17

**ASSOCIATION OF BAY AREA GOVERNMENTS  
EXECUTIVE BOARD**

**RESOLUTION NO. 18-17**

**AUTHORIZING THE ACCEPTANCE OF AN U.S. ENVIRONMENTAL PROTECTION  
AGENCY BROWNFIELDS COMMUNITY WIDE COALITION ASSESSMENT GRANT**

**WHEREAS**, The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or the Superfund law) was amended to provide federal financial assistance for brownfields revitalization, including grants for assessment, cleanup, and revolving loan funds; and

**WHEREAS**, the US EPA awarded ABAG a \$600,000 Brownfields Community Wide Coalition Assessment grant as the lead coalition member of the East Bay Brownfields Assessment Coalition, a sub-group of the East Bay Corridor Initiative; and

**WHEREAS**, the funds awarded will be used to conduct Phase I and Phase II environmental assessments of high impact priority sites within City of Richmond, City of El Cerrito, and unincorporated Contra Costa County to confirm the presence or absence of contamination for the purpose of advancing the reuse of and infill development on these sites;

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 18-17**

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or his designee, to execute all documents and take actions necessary to accept an U.S. Environmental Protection Agency (EPA) Brownfields Community Wide Coalition Assessment grant award in the amount of \$600,000 to conduct Phase I and Phase II environmental assessments within City of Richmond, City of El Cerrito, and unincorporated Contra Costa.

The foregoing was adopted by the Executive Board this 16<sup>th</sup> of November, 2017.

---

Julie Pierce  
President

**Certification of Executive Board Approval**

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 16<sup>th</sup> day of November, 2017.

---

Frederick Castro  
Clerk of the Board

**Approved as to Legal Form**

---

Adrienne Weil  
General Counsel  
Metropolitan Transportation Commission





Date: November 9, 2017  
To: ABAG Executive Board  
From: Executive Director  
Subject: **Ratification of an Agreement with Urban Resilient Strategies**

### **Executive Summary**

Creating a sustainable region requires mitigation planning to reduce the impacts of future earthquakes, and recovery planning to rebuild quickly after the disaster. For nearly three decades, the Association of Bay Area Governments (ABAG) has maintained a natural hazards program that has been a leader among Council of Governments across the nation. The Executive Board is requested to ratify a contract to fund a consultant, Urban Resilient Strategies, to assist with advancing the program during this period.

Urban Resilient Strategies will support existing regional research projects, assist with developing future projects and provide structural guidance to shape the future of this vital regional program. The agreement is funded for the amount of \$55,400 and the agreement period is from September 2017 to August 2019. These consulting services are essential to the continuation and advancement of one of ABAG's most publically visible programs.

### **Recommended Action**

The Executive Board is requested to ratify an agreement with Urban Resilient Strategies in the amount of \$55,400 for the period from September 2017 to August 2019, to provide programmatic and technical support to the Resilience Program, and to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to enter into the agreement with Urban Resilient Strategies.

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Steve Heminger

### **Attachments**

Contract  
Summary Approval

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**ASSOCIATION OF BAY AREA GOVERNMENTS  
CONTRACT FOR SERVICES**

This contract is made and entered into effective September 1, 2017, by and between the Association of Bay Area Governments (ABAG), a public entity formed under the California Joint Exercise of Powers Act, Government Code Sections 6500, *et seq.* and Urban Resilient Strategies (Consultant), a sole proprietorship of Consultant established in California.

Funding Entity: United States Department of Homeland Security / Federal  
Emergency Management Agency (DHS/FEMA)  
Grant Agreement No.: EMF-2017-CA-00007  
Project Title: Cooperating Technical Partnership (4<sup>th</sup> year)  
Budget Expiration Date: August 31, 2019

**Agreement**

1. Retention of Consultant. ABAG agrees to engage Consultant and Consultant agrees to undertake, carry out, and complete in a satisfactory and proper manner certain work and services set forth in the attached Exhibit A, "Scope of Services," which is incorporated herein by this reference.
2. Time of Performance. Consultant shall begin performance of the services set forth in Exhibit A, as soon as possible after written notice to commence from ABAG. Such services shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this contract, but in any event all such services shall be completed by August 31, 2019.
3. Independent Consultant. Consultant renders services under this contract as an independent contractor. None of Consultant's agents or employees shall be agents or employees of ABAG, unless otherwise agreed to by ABAG.
4. Subcontractors. Consultant may not subcontract any of the services provided for under this contract without the express written approval of ABAG, which approval shall not be unreasonably withheld. Upon termination of any subcontract, ABAG shall be notified immediately.
5. Compensation Method and Payment Procedures.
  - (a) Maximum Amount. Consultant shall be compensated for all services to be rendered under this contract in a maximum sum not to exceed Fifty Five Thousand, Four Hundred Dollars (\$55,400).
  - (b) Compensation Method. Consultant will be compensated based on time expended in providing the services set forth in the scope of work. The amount of the compensation will be based on the hourly rates for the individuals, or categories of individuals, as the case may be, that is listed in Exhibit A. Consultant will not charge, and ABAG will not pay, any additional sums for work performed, except for allowed reimburseable costs.
  - (c) Reimburseable Costs. ABAG will pay Consultant for the types of necessary expenses incurred by it in performing the services required under this contract and described as 'reimburseable costs' in Exhibit A, provided that Consultant must obtain ABAG's preapproval for any such cost that exceeds one hundred dollars (\$100).

(d) Invoicing Procedures. Consultant will be paid in arrears, based upon invoices submitted by Consultant to ABAG. Consultant will submit invoices for payment no more frequently than once monthly. ABAG will promptly review Consultant's invoices and approve or disapprove them for payment. If approved, ABAG will pay Consultant within thirty (30) days of receipt of invoice from Consultant. If not approved, ABAG will notify Consultant within ten (10) working days after receipt of invoice from Consultant. Each invoice shall specify in detail Consultant's services performed, the personnel performing the work, the hours worked and billing rate. The invoice will separately itemize reimbursable costs and other allowable charges with receipts attached.

6. Termination.

(a) Termination for Cause. If, through any cause, Consultant fails to fulfill in timely and proper manner its obligations under this contract, or if Consultant shall violate any covenants, conditions, or stipulations of this contract, and should such failure or violation continue unremedied for a period of thirty (30) days after receipt of ABAG's written notice to Consultant specifying the details of such failure or violation, then ABAG may terminate this contract by giving not less than five (5) days prior written notice of such termination which specifies the effective date thereof. Upon termination under this paragraph, all unfinished or finished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by Consultant this contract, shall, at the option of ABAG, become ABAG's property and Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed to the date of termination. Notwithstanding the above, Consultant shall not be relieved of liability to ABAG for damages sustained by ABAG by virtue of any breach of the contract by Consultant, and ABAG may withhold any payment to Consultant for the purpose of set-off until such time as the exact amount of damage due ABAG from Consultant is determined.

(b) Termination for Convenience. ABAG may terminate this contract at any time by giving not less than thirty (30) days prior written notice of termination to Consultant which shall specify the effective date thereof. Upon termination under this paragraph, all finished or unfinished documents and other materials described in paragraph (a) shall at the option of ABAG become its property. If the contract is terminated by ABAG as provided in this paragraph, Consultant shall be paid for services actually performed at the rate set forth in Exhibit A; provided that, if this contract is terminated due to the fault of Consultant, only the paragraph relative to termination for cause shall apply.

7. Waiver. The waiver by a party of a breach by the other party of any provision of this contract shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of a different provision of this contract.

8. Assignment. This contract shall not be assigned, transferred, hypothecated or pledged by Consultant or ABAG without prior written consent of the other party which consent shall not be unreasonably withheld; provided, however, that the foregoing provision will not apply to assignments by a party to an affiliate or subsidiary of the party making the assignment.

9. Amendment. This contract may only be amended by a writing signed by both parties.

10. Entire Agreement. This contract and the attachments hereto, comprise the entire agreement between the parties as to the services to be rendered under it. This contract supersedes any and all other contracts either oral or in writing between ABAG and Consultant with respect to the subject matter hereof and contains all of the covenants and contracts between the parties with respect to such matters. ABAG and Consultant

acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made to any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract, statement, or promise not contained in this contract shall be valid or binding.

11. Conflict of Interest. Consultant covenants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any material manner or degree with its performance of services as required under this contract. Consultant further covenants that in the performance of this contract, no person having any interest shall be employed by it.

12. Notices. Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing, and delivered, sent by facsimile, or sent by email as follows:

Association of Bay Area Governments  
375 Beale Street, Suite 700  
San Francisco, CA 94105-2066  
Attn: Dana Brechwald  
Phone: 415-820-7920  
Fax: no fax  
Email: dbrechwald@bayareametro.gov

Urban Resilience Strategies  
1442 A Walnut Street #178  
Berkeley, CA 94709  
Attn: Arrietta Chakos  
Phone: 617-852-8313  
Fax: no fax  
Email: arriettachakos@gmail.com

13. Binding on Heirs. This contract shall be binding upon the heirs, successors, assigns, or transferees of ABAG or Consultant, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this contract other than as provided above.

14. Prohibited Interest. Consultant's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

15. Time of the Essence. Time is of the essence in this contract.

16. Uncontrollable Forces. If an event occurs that is beyond the control of a party to this contract, which prevents it from performing under this contract, neither party, as the case may be, will be considered to be in default; except the preceding condition will not apply to ABAG's obligation to make all payments when due as called for under this contract.

In addition, neither party will be liable to each other for damages or costs resulting from its failure to perform, when a failure of performance is due to an event which is beyond the control of the party affected by it (hereafter referred to as "uncontrollable forces"). The party affected by an uncontrollable force will promptly provide written notice to the other party describing the nature of the event; the length of time it is expected to continue; and the party's efforts (planned or under way) to overcome the affects of the event.

The term "uncontrollable force" as used in this Section means natural, operational and mechanical events that are not within the control of the party affected by the event, and which that party is unable to prevent or overcome. For example, these include, but are not limited to, occurrences such as acts of God, storms, floods, earthquakes, tornadoes; failure to receive needed information in a timely manner that will enable the performance of this contract; the necessity for making unscheduled, emergency repairs; labor disruptions; shortages, disruptions or shortages in the supply or transportation of materials and supplies; and acts of government authorities. Uncontrollable forces do not include economic events, like changes in market conditions or prices.

17. Records/Audit. Consultant shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG in accordance with generally-accepted accounting principles. Consultant shall permit authorized representatives of ABAG and/or any of ABAG's governmental grantors to inspect, copy, and audit all data and records of Consultant relating to its performance of services under this contract. Consultant shall maintain all such data and records intact for a period of not less than three (3) years after the date that services are completed hereunder or this contract is otherwise terminated.
18. Headings. The descriptive headings used in this contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
19. Governing Law. This contract will be construed and enforced in accordance with the laws of the State of California.
20. Resolution of Disputes. If a dispute arises between the parties regarding a provision contained in this contract, or a party's performance of its obligations as stated in the contract, or any other matter governed by the terms of the contract, the parties agree that such dispute will be resolved in the manner prescribed in this Section.
  - (a) Promptly upon the occurrence of the dispute, the aggrieved party will notify the other party in writing (the "Claimant's Statement"), setting forth in sufficient detail the basis for the dispute, the aggrieved party's position and its proposal for resolution of the dispute. Within ten (10) days following receipt of the Claimant's Statement, the other party will respond in writing (the "Responsive Statement") setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute.
  - (b) Within ten (10) business days after the aggrieved party's receipt of the Responsive Statement, the parties will meet and attempt in good faith to expeditiously negotiate a resolution to the dispute. In attendance for each party at that opening session and throughout the dispute resolution procedure described in this Section, will be a representative or representatives of each party who is authorized to act for the party and resolve the dispute without resort to higher authority. If the parties cannot reach a mutually acceptable solution within thirty (30) days after discussions begin, either party may refer the matter to arbitration in accordance with the rules of the American Arbitration Association.
  - (c) Negotiations undertaken pursuant to this Section will be deemed confidential as settlement discussions. Nothing said by a party, nor any position taken during the course of the negotiations, will be introduced as evidence by the opposing party in any subsequent litigation concerning the same or related transactions.
21. Hold Harmless, Indemnity and Waiver of Subrogation. To the fullest extent allowed by law, Consultant shall defend, indemnify, save harmless and waive subrogation against

the Grantor, ABAG and their respective members, officers and employees (Indemnitees) against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses resulting from an intentional act or the gross negligence of an Indemnitee.

This section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy or laws of the State of California. These defense and indemnification obligations are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth in this Attachment. These defense and indemnification obligations shall survive the termination or expiration of the contract for the full period of time permitted by law.

22. Insurance Requirements. Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a period of five (5) years following the completion of this project. Consultant shall provide a copy of section 21 of this contract and these insurance requirements to its insurance broker or insurer to confirm compliance. In the event Consultant fails to obtain or maintain completed operations coverage as required by this agreement, ABAG, at its sole discretion, may purchase the coverage required and the cost will be paid by Consultant. The limits of insurance required in hereunder may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Indemnitees (if agreed to in a written contract or agreement) before the any Indemnitee's own Insurance or self-insurance shall be called upon to protect it as a named insured.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability: \$1,000,000 per claim/aggregate.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the Indemnitees; or the Consultant shall satisfy any such deductibles or self-insured retentions. In addition, policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or any of the Indemnitees.

(d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Indemnitees are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Consultant; completed operations; or automobiles owned, leased, hired or borrowed by Consultant.

(ii) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Indemnitees.

(iii) Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

(iv) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty(30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Consultant shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or Consultant.

(v) Coverage shall not extend to any defense or indemnity coverage for the active negligence of the Indemnitees in any case where an agreement to defend and indemnify the Indemnitees would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Other Insurance Provisions – Workers Compensation. The Workers Compensation insurance shall be endorsed to waive subrogation against the Indemnitees.

(f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.

(g) Verification of Coverage. Consultant shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

23. Severability. Should any part of this contract 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 contract, which shall continue in full force and effect; provided that, the remainder of this contract can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

24. Other Contract Provisions. The Grant requires ABAG to include certain terms, conditions or requirements in this contract, which are set forth in Exhibit B, and incorporated by this reference. Consultant is responsible for determining which, if any, of these terms, conditions or requirements applies to Consultant's provisions of services under this contract.



IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

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

Urban Resilience Strategies:

\_\_\_\_\_  
Arrietta Chakos, Principal

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

Association of Bay Area Governments:

\_\_\_\_\_  
Steve Heminger, MTC Executive Director, acting pursuant to the Contract for Services dated May 30, 2017

Approved as to Legal Form and Content:

\_\_\_\_\_  
Adrienne C. Weil, General Counsel

**EXHIBIT A**  
SCOPE OF SERVICES

Consultant shall perform, or assist ABAG staff in performing, the tasks listed below, which are a subset of the tasks within the "Community Engagement and Risk Communication Scope of Work #4" of the Cooperating Technical Partnership Agreement (CTP-4) #EMF-2017-CA-00007 between ABAG and FEMA, effective September 1, 2017.

Consultant: Arrietta Chakos  
 Term: September 1, 2017 through August 31, 2019  
 Amount: Not to exceed \$55,400  
 Hourly rate: \$150  
 Hours: Not to exceed 370 hours

Reimbursable costs shall include expenses for food for meetings for activities directly related to the scope of work, and other types of costs approved by the Project Manager (Dana Brechwald), and shall not approve communications, travel or material preparation unless preapproved by the Project Manager.

The following tasks consist of a subset of tasks developed as part of the ABAG Scope of Work developed in conjunction with FEMA Region IX.

Task #	Subset of CTP-4 Tasks to be performed by Urban Resilience Strategies	CTP IV Task #
1.0	<b>Regional Resilience Indicators – Ongoing Maintenance, Coordination, and Next Steps – 10% of time</b>	2
1.1	Develop a proposed work plan outlining lessons learned from the database, including improvements to methodology, findings from the data, and next steps  <i>Role:</i> Provide strategic expertise to development of work plan for future database efforts  <i>Deliverable:</i> Initial draft of work plan, meetings with Resilience staff to refine work plan, review of work plan	2.1.2
2.0	<b>Regional Resilience Framework Pilot – 50% of time</b>	3
2.1	<i>Community Engagement White Paper and Handbook</i>  <i>Role:</i> Primary author and project manager of Community Engagement White Paper and Handbook  <i>Deliverable:</i> Final draft of Community Engagement White Paper and Handbook	3.1.1.1
2.2	Review of other ABAG framework materials, as needed, including, but not limited to, the Risk Assessment Process White Paper and Handbook, the Action and Implementation White Paper and Handbook, and the Measuring Progress White Paper and Handbook  <i>Role:</i> Provide strategic expertise for materials	

	<i>Deliverable:</i> Annotated drafts of materials, as needed	
2.3	Participate in pilot project trainings and workshops <i>Role:</i> Provide strategic expertise for trainings and workshops through planning meetings, review of materials, etc. <i>Deliverable:</i> Participation in planning meetings and workshops	3.2.2
2.4	Refine framework materials, and produce new materials as needed, to complete Framework <i>Role:</i> Provide strategic expertise for development of final framework materials, including refinement of materials (through review, participation in meetings, etc) <i>Deliverable:</i> Participation in meetings, material review as needed, drafting of memos, outlines, or documents, as needed	3.3.1
2.8	Identify outreach needs, including website, printed documents, and marketing materials <i>Role:</i> Provide strategic expertise for development of outreach to other regions <i>Deliverable:</i> Participation in meetings, material review as needed, drafting of memos, outlines, or documents, as needed	3.3.2
3.0	<b>Regional Housing Mitigation Policy Advancement – 40% of time</b>	5
3.1	In partnership with MTC’s Legislative and Public Affairs (LPA), identify opportunities for legislative action or support that advance and complement resilient housing. <i>Role:</i> Act as primary liaison (in partnership with Resilience staff) to state legislative efforts that advance the agenda of the Resilience Program <i>Deliverable:</i> See deliverables for each sub-task below.	5.2
3.2	Review existing policy platform and refine, if necessary, with MTC LPA staff <i>Role:</i> Communicate with, and provide recommendations to, LPA staff through a series of regular check-in meetings <i>Deliverable:</i> LPA staff meeting schedule, draft policy platform language (for example, memo to LPA staff)	5.2.1
3.3	Develop policy language and outreach plans, as appropriate <i>Role:</i> In conjunction with LPA and Resilience staff, provide draft policy language that supports policy agenda. This can be in the form of additions, edits, or new policy. <i>Deliverable:</i> Draft policy language, markups of language review	5.2.2
3.4	Maintain existing partnerships, and expand if possible, with statewide agencies working in housing resilience. Partners include, but are not limited to, CalOES, Governor’s Office of Planning and Research, California Department of Housing and Community Development, California	5.4

	<p>Earthquake Authority, California Seismic Safety Commission, and others, as necessary.</p> <p><i>Role:</i> Provide strategic partnerships that support policy agenda through relationships, collaboration, and meetings. Identify key partners not at the table and develop relationships.</p> <p><i>Deliverable:</i> Tracking of partnerships, meetings, and what strategic support is provided by these relationships. Provide written summary at each check-in meeting.</p>	
3.5	<p>Identify, track, and participate in opportunities for cross-pollination, including workshops, meetings, comment periods, and presentations.</p> <p><i>Role:</i> Stay abreast of legislation development that supports, or has the possibility of supporting MTC resilience policy agenda. Track opportunities for comment and review. Participate in workshops, webinars, meetings, etc that support this task.</p> <p><i>Deliverable:</i> Regular check-ins with LPA and Resilience staff that outline policy opportunities, participation opportunities, etc. Provide written summary at each check-in meeting.</p>	5.4.1

**EXHIBIT B**  
GRANT REQUIRED CONTRACT PROVISIONS

The Agreement Articles for Cooperating Technical Partnership Agreement (CTP-3) Grant #EMF-2017-CA-00007 have been transmitted to Consultant by ABAG under separate cover.

Acknowledgement of receipt:

\_\_\_\_\_

Arrietta Chakos

\_\_\_\_\_

Date



**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	1128
<b>Consultant:</b>	Urban Resilient Strategies
<b>Work Project Title:</b>	Cooperating Technical Partnership (4 <sup>th</sup> year)
<b>Purpose of Project:</b>	Assist with the implementation of the 4 <sup>th</sup> year of a cooperating technical partnership with FEMA to implement mitigation actions in the Bay Area.
<b>Brief Scope of Work:</b>	Participate in the following tasks: provide strategic expertise to staff on developing regional resilience indicators; provide support and deliverable development to the Regional Resilience Framework Pilot; and provide strategic expertise and relationship-building to advance statewide seismic housing retrofit legislation.
<b>Project Cost Not to Exceed:</b>	\$55,400
<b>Funding Source:</b>	1372
<b>Fiscal Impact:</b>	
<b>Motion by Committee:</b>	The Executive Board is requested to ratify an agreement with Urban Resilience Strategies in the amount of \$55,400 for the period from September 2017 to August 2019, to provide programmatic and technical support to the Resilience Program, and to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to enter into the agreement with Urban Resilience Strategies.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

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Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Authorization to Enter into Subaward Agreement with Aquatic Sciences Center for the Bay Area Regional Wetland Monitoring Program**

### **Executive Summary**

The San Francisco Estuary Partnership was awarded the Wetland Protection Development – Bay Area Wetlands Regional Monitoring Program Plan grant from the U.S. Environmental Protection Agency on September 13, 2017. The grant will implement the California Wetlands Program Plan within the 9-county SF Bay Area by planning a new Bay Area Regional Wetland Monitoring Program. The primary partners are the regulatory agencies responsible for tidal marsh and water quality protection and restoration. There is a need to improve monitoring efforts to achieve cost-effective approaches in the long term to account for the large public investment in tidal marsh restoration and this project will develop and finalize a program plan for regional monitoring.

The Aquatic Science Center (ASC) will provide scientific and technical leadership on completion of this grant. Specifically, ASC staff will aid in development of data management and technical needs portions of the Program Plan. ASC staff will also serve on the core leadership team of the project, and will work to interface with Delta partners on the project.

The total project cost is \$370,993, with a federal grant amount of \$258,245 and non-Federal in-kind match of \$92,748 provided by project partners. SFEP/ABAG is not responsible for providing any match. The subaward to ASC totals \$80,860. While the grant was awarded September 13, 2017, its effective date was set as September 1, 2017 with an end date of March 31, 2019. The ASC subaward will extend for the length of the grant.

**Aquatic Sciences Center**

November 9, 2017

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**Recommended Action**

The Executive Board is requested to approve the subaward agreement with ASC in the amount of \$80,860 for the period of September 1, 2017 to March 31, 2019 and to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to enter into the agreement.



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Steve Heminger

**Attachment**

Summary Approval





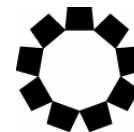
**S U M M A R Y   O F   E X E C U T I V E   B O A R D   A P P R O V A L**

<b>Work Item No.:</b>	Work Item 1720, Funding Source Code 1344
<b>Consultant:</b>	Aquatic Science Center, Richmond, CA
<b>Work Project Title:</b>	Bay Area Wetland Regional Monitoring Program
<b>Purpose of Project:</b>	Develop a wetland regional monitoring program plan for the San Francisco Bay
<b>Brief Scope of Work:</b>	Provide scientific and technical leadership, develop the data management and technical needs portion of the Program Plan, interface with Delta partners on the project.
<b>Project Cost Not to Exceed:</b>	\$80,860
<b>Funding Source:</b>	EPA Region 9
<b>Fiscal Impact:</b>	Funds programmed in FY 2017-18 Budget
<b>Motion by Committee:</b>	The Executive Board is requested to approve the subaward agreement with ASC in the amount of \$80,860 for the period of September 1, 2017 to March 31, 2019 and to authorize the Executive Director of the Metropolitan Transportation Commission, or his designee, to enter into the agreement.
<b>Executive Board Approval:</b>	Julie Pierce, ABAG President
<b>Approval Date:</b>	

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# ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

## AGENDA

### LEGISLATION COMMITTEE

Special Joint Meeting with the MTC Legislation Committee

Thursday, November 3, 2017, 9:40 a.m., or immediately following the 9:35 a.m. MTC Operations Committee meeting.

Location:

Bay Area Metro Center  
Board Room  
375 Beale Street  
San Francisco, California

Committee Members:

Scott Haggerty, Supervisor, County of Alameda—*Chair*  
David Cortese, Supervisor, County of Santa Clara—*Ex officio*  
Dave Hudson, Vice Mayor, City of San Ramon  
Karen Mitchoff, Supervisor, County of Contra Costa  
Julie Pierce, Councilmember, City of Clayton—*Ex officio*  
David Rabbitt, Supervisor, County of Sonoma—*Ex officio*  
Greg Scharff, Mayor, City of Palo Alto

*The ABAG Legislation Committee may act on any item on this agenda.*

*Agenda and attachments available at <http://abag.ca.gov/meetings/legislation.html>*

*This meeting is scheduled to be webcast live at <http://abag.ca.gov/meetings/legislation.html>*

*For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.*

#### 1. CALL TO ORDER / ROLL CALL / CONFIRM QUORUM

#### 2. ABAG COMPENSATION ANNOUNCEMENT

ABAG Legislation Committee INFORMATION

Fred Castro, ABAG Clerk of the Board, will give the compensation announcement.

**ABAG Legislation Committee**

November 3, 2017

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**3. ABAG LEGISLATION COMMITTEE CONSENT CALENDAR**

ABAG Legislation Committee ACTION

**A. Approval of ABAG Legislation Committee Summary Minutes of Meeting on September 21, 2017**

*Attachment: ABAG Legislation Committee Summary Minutes of September 21, 2017*

**4. MTC LEGISLATION COMMITTEE CONSENT CALENDAR**

MTC Legislation Committee APPROVAL

**A. APPROVAL OF MTC LEGISLATION COMMITTEE MINUTES OF OCTOBER 13, 2017 MEETING**

*Attachment: MTC Legislation Committee Minutes of October 13, 2017*

**5. INFORMATION**

**A. 2018 DRAFT MTC/ABAG JOINT ADVOCACY PROGRAM**

ABAG Legislation Committee INFORMATION / MTC Legislation Committee INFORMATION

Randy Rentschler, MTC Legislation and Government Affairs Director, will present initial ideas for state and federal legislative priorities for 2018.

*Attachment: Memo 2018 Draft MTC/ABAG Joint Advocacy Program*

**6. MTC LEGISLATION COMMITTEE FEDERAL LEGISLATION**

**A. TOM BULGER'S REPORT**

MTC Legislation Committee INFORMATION

Randy Rentschler, MTC Legislation and Government Affairs Director, will present report from MTC's advocate in Washington D.C.

*Attachment: Tom Bulger Report*

**7. PUBLIC COMMENT / OTHER BUSINESS**

ABAG Legislation Committee INFORMATION / MTC Legislation Committee INFORMATION

**8. ADJOURNMENT / NEXT MEETING**

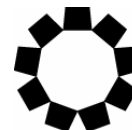
The next regular meeting of the ABAG Legislation Committee is tentatively on January 18, 2018.

Date Submitted: October 27, 2017

Date Posted: October 27, 2017

# ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

## AGENDA

### FINANCE COMMITTEE

Thursday, November 16, 2017, 4:30 p.m. to 6:00 p.m.

Location:

Bay Area Metro Center  
Board Room  
375 Beale Street  
San Francisco, California

Committee Members:

Karen Mitchoff, Supervisor, County of Contra Costa—*Chair*  
Annie Campbell Washington, Councilmember, City of Oakland  
Cindy Chavez, Supervisor, County of Santa Clara  
David Cortese, Supervisor, County of Santa Clara—*Ex officio*  
Pradeep Gupta, Mayor, City of South San Francisco  
Scott Haggerty, Supervisor, County of Alameda  
Erin Hannigan, Supervisor, County of Solano  
Julie Pierce, Councilmember, City of Clayton—*Ex officio*  
David Rabbitt, Supervisor, County of Sonoma—*Ex officio*  
Greg Scharff, Mayor, City of Palo Alto—*Vice Chair*

*The ABAG Finance and Personnel Committee may act on any item on this agenda.*

*Agenda and attachments available at <http://abag.ca.gov/meetings/financepersonnel.html>*

*This meeting is scheduled to be webcast live at  
<http://abag.ca.gov/meetings/financepersonnel.html>*

*For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.*

#### 1. CALL TO ORDER / ROLL CALL / CONFIRM QUORUM

#### 2. PUBLIC COMMENT

INFORMATION

#### 3. COMMITTEE ANNOUNCEMENTS

INFORMATION

**ABAG Finance Committee**

November 16, 2017

Page 2

**4. APPROVAL OF ABAG FINANCE AND PERSONNEL COMMITTEE SUMMARY MINUTES OF MEETING ON SEPTEMBER 21, 2017**

ACTION

*Attachment: Summary Minutes of September 21, 2017*

**5. FINANCIAL STATEMENTS FROM JULY TO SEPTEMBER 2017 (UNAUDITED)**

ACTION

Brian Mayhew, MTC Chief Financial Officer, will give the staff report.

*Attachments: Memo Financial Reports; Financial Reports*

**6. INVESTMENT REPORT FOR SEPTEMBER 2017**

ACTION

Brian Mayhew, MTC Chief Financial Officer, will give the staff report.

*Attachments: Memo Investment; Investment Report*

**7. ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS (ABAG FAN) PORTFOLIO ANALYSIS UPDATE**

ACTION

Brian Mayhew, MTC Chief Financial Officer, will give the staff report.

*Attachments: Memo 2017 FAN Portfolio Analysis Update; Portfolio Review (MTC Treasury); Portfolio Overview (The PFM Group); Portfolio Review; Analysis ABAG FAN Debt Portfolio (Sperry)*

**8. ADOPTION OF RESOLUTION NO. 19-17 APPROVING THE JOINT POWERS AGREEMENT CREATING THE ADVANCING CALIFORNIA FINANCE AUTHORITY (ACFA)**

ACTION

Brian Mayhew, MTC Chief Financial Officer, will give the staff report.

*Attachments: Memo ACFA JPA; Presentation; Resolution No. 19-17; ACFA JPA; ACFA JPA (Redline)*

**9. AUTHORIZATION TO INCREASE THE APPROVED 2017-2018 BUDGET AND WORK PROGRAM TO REFLECT THE ADDITION OF THE CALENDAR YEAR 2018 BAYREN FUNDING**

ACTION

Brad Paul, MTC Deputy Executive Director, Local Government Services, will give the staff report.

*Attachment: Memo BayREN Budget Increase*

**ABAG Finance Committee**

November 16, 2017

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**10. ADJOURNMENT**

The next regular meeting of the ABAG Finance Committee is tentatively on January 18, 2018.

Date Submitted: November 8, 2017

Date Posted: November 9, 2017

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Date: November 9, 2017

To: ABAG Executive Board

Via: ABAG Finance Committee

From: Executive Director

Subject: **Authorization to Increase the Approved 2017-2018 Budget and Work Program to Reflect the Addition of the Calendar Year 2018 BayREN Funding**

### **Executive Summary**

The ABAG Finance Committee is requested to recommend Executive Board approval of an increase in the 2017-18 budget for the Bay Area Regional Energy Network (BayREN) to include the calendar year 2018 funding approved by the California Public Utilities Commission (CPUC), for a total budget of \$33,588,617.

### **Background**

BayREN implements a portfolio of energy efficiency programs across the region. ABAG serves as the program administrator and lead agency for a 10 member unincorporated association of local government entities. The CPUC, in Decision 12-11-015<sup>1</sup> authorized funding for BayREN and in Decision 14-10-046<sup>2</sup>, the CPUC authorized BayREN funding through 2025, or when the Commission issues a superseding decision. The CPUC directed PG&E to serve as the fiscal agent; the funding is therefore channeled through an agreement with PG&E.

BayREN's budget and programs are approved by the CPUC on a calendar year basis. The annual budget is \$16.9 million. On June 5, 2017, the ABAG General Assembly approved the 2017-18 Budget and Work Program including a BayREN budget of \$16,862,131. The CPUC recently approved the BayREN budget for calendar year 2018 for \$16,726,486 which must now be incorporated into the fiscal year 2018 budget by the ABAG Executive Board in order to continue programming activities into 2018.

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<sup>1</sup> Viewable at <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M034/K299/34299795.PDF>

<sup>2</sup> Viewable at <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M129/K228/129228024.pdf>

**Increase in 2017-18 Budget and Work Program—BayREN**

November 9, 2017

Page 2

**Recommended Action**

The ABAG Finance Committee is requested to recommend ABAG Executive Board authorization of, and the ABAG Executive Board is requested to authorize, an increase of \$16,726,486 to the approved 2017-18 Budget and Work Program to reflect the addition of the calendar year 2018 BayREN funding, for a total budget of \$33,588,617.



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Steve Heminger



Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Adoption of Resolution No. 19-17 Approving the Joint Powers Agreement Creating the Advancing California Finance Authority (ACFA)**

Attached for Executive Board for approval is the Joint Powers Agreement authorizing the creation of the Advancing California Financing Authority (ACFA). ACFA is a Joint Powers Authority (JPA) between ABAG and the ABAG Finance Authority for Nonprofit Corporations (FAN).

### **Background**

The new financing authority is being developed at the request of the ABAG Executive Board. During MTC/ABAG transition discussions and again with the approval of the Fiscal Year 2018 budget the Executive Board stressed the importance of creating this new authority. The Authority serves two purposes: first, as continuation of the local financing support offered by ABAG in past years and, second, as an important new revenue means to support ongoing ABAG programming.

The form of the JPA was presented to the ABAG FAN Executive Committee at their meeting on October 26, 2017. The FAN Executive Committee held initial discussions about ACFA and their new role as credit committee and program funding under the new JPA. The FAN Executive Committee formally adopted the new ACFA agreement at their meeting of November 8, 2017.

The JPA document has been drafted through MTC's General Counsel with assistance from two outside law firms. The document is modeled after the Bay Area Infrastructure Financing Authority (BAIFA) which is an existing JPA between the Metropolitan Transportation Committee (MTC) and Bay Area Toll Authority (BATA). As such, we are familiar with the powers, duties, reporting and audit requirements while our auditors are familiar with the structure.

Major components of the new JPA include:

- ABAG will be the governing and final issuing authority of ACFA.
- ACFA is administered by a Board of ABAG members, President of ABAG, Chair of ABAG Finance Committee, three members jointly appointed by the ABAG President and Chair of the ABAG Finance Committee

## **Approval of ACFA Joint Powers Agreement**

November 9, 2017

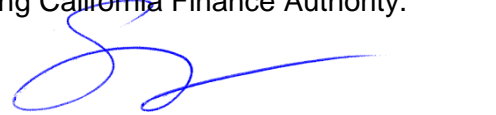
Page 2

- A staff committee with legal and financial support will conduct the initial credit review.
- FAN Executive Committee will serve as Credit Committee with first approval/rejection powers.
- An ABAG ACFA Committee will have final say on the approval or denial of any financing.
- Officers will consist of MTC Executive and Senior Management Staff.
- The ACFA will have powers to finance all manner of public projects.
- All accounting, auditing, treasury and debt administration will be done through MTC finance staff.
- All funds will be processed through independent trustees.
- Potential year-end ABAG contribution of surplus funds subject to financial needs of the Authority (Section 8).

### **Recommended Action**

It is worth noting that the federal tax reform bills introduced in the U.S. Congress over the past several days could have a significant impact on the amount of business that this new financing vehicle might conduct. There is considerable uncertainty, however, over the shape of any final legislation, or whether any legislation will be passed at all. Accordingly, we recommend proceeding with the creation of ACFA.

The ABAG Executive Board is requested to adopt Resolution No. 19-17 approving the Joint Powers Agreement authorizing the creation of the Advancing California Finance Authority.



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Steve Heminger

### **Attachments**

Presentation  
Resolution No. 19-17  
ACFA Joint Powers Agreement

# Advancing California Finance Authority

## **Joint Powers Agreement ABAG and ABAG FAN**

ABAG FAN Executive Committee

October 18, 2017

10/12/2017

# Background

- **ABAG FAN Executive Committee has been evaluating a replacement financing conduit since the start of FY 2017**
  - Retained marketing consultant
  - Retained full time program staff
  - Presented with formal documents on June, 2017
- **Contract for Services effective July 1**
  - Operational responsibility for ABAG FAN transferred to MTC Finance operations
- **ABAG Executive Committee directed MTC staff to implement a new conduit financing authority by the end of October**
- **A draft of the new financing conduit has been prepared for Executive Committee review and consideration**
- **Final approval and implementations steps will be presented at the next meeting**

# Advancing California Finance Authority (ACFA)

- **New JPA is between ABAG and ABAG FAN**
  - **Governing Body**
    - ABAG board members
    - Final approval of all financings
  - **Credit Committee**
    - Executive Committee of ABAG FAN
    - Review / recommendation on all applications
  - **Officers**
    - MTC Executive Director and Senior Management
    - Accounting internal controls through MTC finance
    - Annual independent audit
- **The Executive Committee will continue to maintain responsibility and meet on matters strictly related to ABAG FAN**

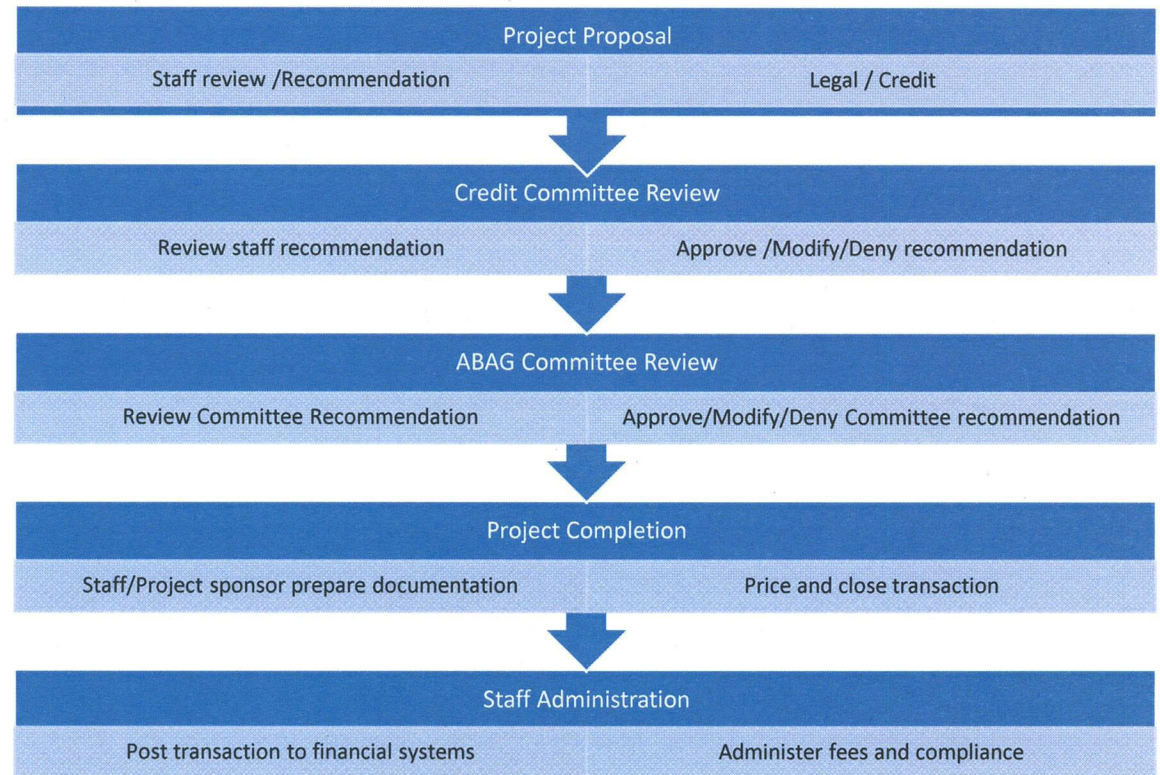
# Powers

- **Finance projects**
  - Issue bonds
  - Incur debt, liabilities or obligations
  - Receive and pledge grants, contributions or assistance
  - Apply for letters of credit and financial guarantees
  - Assess fees for transaction, annual reporting requirements and administration
- **Adopt annual budget**
- **Annual independent audit**
- **Transaction Controls**
  - Internal review process
  - Independent Credit Committee
  - MTC establishes accounting and internal controls
  - Independent trustee processes all financial transactions
  - No funds process through MTC staff
- **Bonds are limited obligations not guarantees of the JPA or its members**



# Transaction Approval Process

- **Project Selection**
  - **RFQ for Qualified representatives**
    - Legal
    - Financial
    - Advisors
  - **Qualified firms present proposals for financing assistance**
  - **Staff reviews proposals**
    - Staff – administrative responsibility
    - Financial – Credit / Structure
    - Legal – Structure, protections and reporting responsibilities
  - **Presentation to Committee**



10/12/2017

5

# Budget

## Initial Budget Estimate

- **Staffing**

• Full time staff – existing (2)	\$360,000
• Hourly staff – existing (2)	200,000
• Senior consultant	200,000
• Financial advisor	200,000
• Legal assistance	200,000
• Overhead	<u>280,000</u>
Total	\$1,440,000

- **Additional costs will include trustee fees, compliance review and reporting and audit**
- **Will bring formal revenue/budget presentation after startup is completed**
- **Still question of who responsible for costs**

## Transaction Consulting Support

- **At least at start we propose to utilize existing BATA resources**
- **Financial Advisor**
  - Sperry Capital – Credit analysis
  - PFM – Deal structure issuer support
- **Legal Advisor**
  - Nixon Peabody – Authority Counsel
  - William Donovan – Special Counsel

## Timing

- **Initial JPA draft – October**
- **Approval**
  - **FAN Executive Committee – October**
  - **ABAG Committee – November**
- **Procedures**
  - **Budget – January, 2018**
  - **Qualified representative selection – January, 2018**
  - **Project advertising and review – February, 2018**

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**ASSOCIATION OF BAY AREA GOVERNMENTS  
EXECUTIVE BOARD**

**RESOLUTION NO. 19-17**

**APPROVAL OF JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE  
ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) AND THE ABAG FINANCE  
AUTHORITY FOR NONPROFIT CORPORATIONS (FAN) FOR THE CREATION OF  
THE ADVANCING CALIFORNIA FINANCE AUTHORITY**

**WHEREAS**, the Association of Bay Area Governments (“ABAG”) is a “public agency” within the meaning of Section 6500 of the California Joint Exercise of Powers Act, consisting of Sections 6500 through 6599.3 of the California Government Code, as amended from time to time (the “Joint Powers Act”), and as such may, pursuant to the Joint Powers Act, enter into a joint exercise of powers agreement with one or more other public agencies; and

**WHEREAS**, the ABAG Finance Authority for Nonprofit Corporations (“FAN”) is a “public agency” within the meaning of Section 6500 of the Joint Powers Act, and, as such may, pursuant to the Joint Powers Act, enter into a joint exercise of powers agreement with one or more other public agencies; and

**WHEREAS**, ABAG and FAN intend to enter into a joint exercise of powers agreement among ABAG and FAN pursuant to the Joint Powers Act pursuant to which Advancing California Finance Authority (the “Financing Authority”) will be created to, among other things, undertake programs and projects by exercising the common powers of ABAG and FAN and the powers separately conferred by law upon the Financing Authority and finance such programs and projects through the issuance of bonds (as that term is defined in Section 6585(c) of the Joint Powers Act) under or in accordance with the Joint Powers Act or other applicable provisions of law; and

**WHEREAS**, ABAG and FAN may invite other public agencies (each, a “Participating Agency”) to enter into the joint exercise of powers agreement with ABAG and FAN from time to time following the creation of the Financing Authority; and

**WHEREAS**, there has been prepared and presented to this meeting a proposed form of joint exercise of powers agreement entitled “Advancing California Finance Authority”, attached hereto as Attachment A to this Resolution, and incorporated herein as though set forth at length, (the “Agreement”) between ABAG and FAN to form the Financing Authority; and

**WHEREAS**, under the Joint Powers Act and other applicable provisions of law and the Agreement, the Financing Authority will be a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Financing Authority will not be the debts, liabilities or obligations of any other entity or person; and

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 19-17**

**WHEREAS**, it is to the advantage of ABAG and FAN and in the public interest of the area and persons served by them to enter into the Agreement in order to establish the Financing Authority for the purposes herein recited and the additional purposes set forth in the Agreement; and

**WHEREAS**, all acts, conditions and things required by the Constitution and the laws of the State of California to exist, to have happened and to have been performed in connection with the consummation of the Agreement authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and ABAG and FAN are now duly authorized and empowered, pursuant to each and every requirement of law, to authorize the execution and delivery of the Agreement; now, therefore, be it

**RESOLVED**, that ABAG specifically finds and declares that the statements, findings and determinations of ABAG set forth in the preambles above and in the Agreement approved herein are true and correct; and be it further

**RESOLVED**, that ABAG hereby authorizes the President of ABAG (“Authorized Representative”) to execute and deliver, and the Clerk of the Board of ABAG to attest and deliver, the Agreement in substantially the form presented to this meeting, with such additions thereto or changes therein as the Authorized Representative may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Agreement; and be it further

**RESOLVED**, that the officers and agents of ABAG are hereby authorized and directed to take all further actions necessary and convenient to establish the Finance Authority and that all actions heretofore taken by the members of ABAG, committees of ABAG, and officers and agents of ABAG with respect to the Agreement and the formation of the Financing Authority are hereby acknowledged and affirmed; and, be it further

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 19-17**

**RESOLVED**, that this Resolution shall take effect from and after its adoption.

The foregoing was adopted by the Executive Board this 16<sup>th</sup> of November, 2017.

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Julie Pierce  
President

**Certification of Executive Board Approval**

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 16<sup>th</sup> day of November, 2017.

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Frederick Castro  
Clerk of the Board

**Approved as to Legal Form**

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Adrienne Weil  
General Counsel  
Metropolitan Transportation Commission

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 19-17**

**Attachment A**



JOINT EXERCISE OF POWERS AGREEMENT

Between

ASSOCIATION OF BAY AREA GOVERNMENTS

And

ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS

Dated as of \_\_\_\_\_, 2017

Creating the

ADVANCING CALIFORNIA FINANCE AUTHORITY

This JOINT EXERCISE OF POWERS AGREEMENT dated as of \_\_\_\_\_, 2017 (this “Agreement”), is among ASSOCIATION OF BAY AREA GOVERNMENTS (“ABAG”), ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS (“FAN”), and each “Program Member” as defined below.

W I T N E S S E T H:

WHEREAS, ABAG is a joint exercise of powers agency created and existing under the California Joint Exercise of Powers Act, consisting of Sections 6500 through 6599.3 of the California Government Code, as amended from time to time (the “Joint Powers Act”), that was formed by public agencies as defined in Section 6500 of the Joint Powers Act (“public agencies”); and

WHEREAS, FAN is also a joint exercise of powers agency created and existing under the Joint Powers Act that was formed by public agencies; and

WHEREAS, Pursuant to the Joint Powers Act, ABAG and FAN are entering into this Agreement to create a joint exercise of powers agency to exercise any power common to the contracting parties; and

WHEREAS, a joint exercise of powers agency established by ABAG and FAN pursuant to the Joint Powers Act is empowered, in exercising the authorized common powers of its members and the powers separately conferred by statute upon such entity, to undertake the activities specified in this Agreement, including without limitation, the issuance of bonds, notes and any other evidence of indebtedness (including, without limitation, the instruments set forth in Section 6585(c) of the Joint Powers Act) issued or incurred by the Authority pursuant to any applicable provision of the Joint Powers Act or any other lawful authority (“Bonds”); and

WHEREAS, each of ABAG and FAN has determined that it is to its advantage and in the public interest of the area and persons served by it, to enter into this Agreement in order to create a joint exercise of powers agency (the “Authority”) under the Joint Powers Act that will undertake programs and projects as herein provided by exercising the common powers of ABAG and FAN relating to such programs and projects and such other powers as are granted to the Authority by or pursuant to the Joint Powers Act and other laws; and

WHEREAS, ABAG and FAN may invite other public agencies to enter into this Agreement (each such public agency that is invited to and does enter into this Agreement is called a “Program Member”);

NOW, THEREFORE, the parties to this Agreement, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**SECTION 1. PURPOSE.**

This Agreement is made pursuant to the Joint Powers Act to provide for the joint exercise of powers common to ABAG, FAN, and each Program Member and the powers separately conferred by or pursuant to law upon the Authority and to obtain funding to finance and refinance capital improvements that serve the public interest in the form of grants, contributions, appropriations, loans and other assistance from the United States and from the State of California and from Bonds issued by the Authority pursuant to the Joint Powers Act and other laws. The purpose of this Agreement is to plan, develop, operate, and fund such capital improvements and to exercise such powers jointly by pooling efforts and activities to achieve those ends. This purpose will be accomplished and said powers exercised in the manner set forth in this Agreement and in accordance with the Joint Powers Act and all other applicable laws of the State of California.

## **SECTION 2. TERM.**

This Agreement shall continue in full force and effect for a period of 50 years from such date unless extended or earlier terminated by a supplemental written agreement of ABAG, FAN, and each Program Member, provided that this Agreement shall not terminate or be terminated until the date on which: all Bonds issued by the Authority shall have been paid or deemed paid in accordance with the resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing such Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”); and all other indebtedness and liabilities incurred by the Authority shall have been paid or provided for. The Authority shall cause all records regarding its formation, existence, operations and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority.

## **SECTION 3. AUTHORITY.**

### **A. Creation of Authority.**

There is hereby created under and pursuant to the Joint Powers Act an authority and public agency, separate and apart from ABAG and FAN, to be known as the Advancing California Finance Authority (“ACFA” or the “Authority”). The Authority’s debts, liabilities and obligations shall not constitute debts, liabilities or obligations of ABAG or FAN or any Program Member.

Within 30 days after the effective date of this Agreement, or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California and a copy of this Agreement and any amendment with the Controller of the State of California in the manner set forth in Sections 6503.5 and 6503.6, respectively, of the Joint Powers Act.

### **B. Governing Board**

The Authority shall be administered by a governing board (the “Board”), which shall consist of the following: the President of ABAG; the Chair of ABAG’s Finance Committee; and three members who are members of the Finance Committee and who are jointly appointed to the Board by the President of ABAG and the Chair of the Finance Committee. The members of the Board shall serve without compensation, but shall receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties. However, in lieu of this reimbursement for attendance at Authority or committee meetings, each member may receive a per diem of one hundred dollars (\$100), but not to exceed a combined total of five meetings in any one calendar month, plus the necessary traveling expenses as may be authorized by the Authority.

### **C. Meetings of Board**

(1) **Regular Meetings and Special Meetings.** The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each such regular meeting shall be fixed by resolution of the Board. Special meetings of the Board may be called by the chair or the vice chair of the Authority or by a majority of the members of the Board on the date and at the hour and place fixed by notice to all of the members of the Board.

(2) **Legal Notice.** All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (codified at California Government Code sections 54950 and following) (the “Brown Act”).

(3) Minutes. The secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to ABAG and FAN.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business.

D. Officers; Duties

(1) The Chair of the ABAG Finance Committee shall be the Chair of the Authority. The President of ABAG shall be the Vice Chair of the Authority.

(2) The Chief Financial Officer of the Metropolitan Transportation Commission (“MTC”) is hereby appointed as an officer of the Authority and designated as Treasurer of the Authority. The Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Powers Act.

(3) The Chief Financial Officer of MTC is also hereby designated as Auditor of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Section 6505 and Section 6505.5 of the Joint Powers Act. The Auditor shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(4) The Treasurer and Auditor of the Authority shall prepare an annual budget and work plan for the Authority in sufficient detail to enable the Board to identify all proposed costs and charges. The Board shall adopt an annual budget and work plan by June 30<sup>th</sup> of each year for the following fiscal year. The Board may supplement, modify and amend the budget and work plan during the fiscal year as the Board determines to be necessary or appropriate.

(5) The Treasurer and Auditor of the Authority is designated as the public officer who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond as required by Section 6505.1 of the Joint Powers Act in the amount of \$100,000.

(6) The Treasurer of the Authority is hereby authorized and directed to prepare or cause to be prepared a report in writing on the first day of July, October, January, and April of each year to the Board and the Authority, which report shall describe the amount of money held by the Treasurer and Auditor of the Authority for the Authority, the amount of receipts since the last such report, and the amount paid out since the first such report.

(7) The Executive Director of MTC is hereby designated as Executive Director of the Authority.

(8) Each Deputy Executive Director of MTC is hereby designated as a Deputy Executive Director of the Authority.

(9) The General Counsel for MTC shall be and act as General Counsel to the Authority.

(10) The clerk of the executive board of ABAG is hereby designated as Secretary of the Authority.

(11) The Board may appoint such other officers and officials as may be necessary to carry out the duties and responsibilities of the Board.

E. Credit Committee.

(1) The Board shall appoint a Credit Committee consisting of the Executive Committee of FAN to review all financing applications and advise the Board as to whether the Board should grant financing assistance to applicants for financing or refinancing of capital improvements that serve the public interest. The chair and vice chair of the FAN Executive Committee shall be the chair and vice chair, respectively, of the Credit Committee. In the event the Executive Committee of FAN notifies the Board that it no longer wishes to serve as the Credit Committee to the Board, the Board may appoint a successor Credit Committee and its chair and vice chair.

(2) The date, hour and place of each regular Credit Committee meeting shall be fixed by resolution of the Credit Committee. Special meetings of the Credit Committee may be called by the chair or the vice chair of the Credit Committee on the date and at the hour and place fixed by notice to all of the members of the Credit Committee. All regular and special meetings of the Credit Committee shall be called, noticed, held and conducted subject to the provisions of the Brown Act. The Credit Committee shall cause minutes of all meetings of the Credit Committee to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Credit Committee, the officers of the Authority and ABAG and FAN.

F. Conflict of Interest Code.

The MTC conflict of interest code shall apply to the Authority and the Authority shall comply in all respects with the Political Reform Act of 1974 and the rules and regulations of the California Fair Political Practices Commission.

G. Rules and Regulations.

The Authority may adopt, from time to time, by resolution of the Board, such rules and regulations for the conduct of its meetings and affairs as the Board determines are necessary or convenient.

**SECTION 4. POWERS.**

The Authority shall have any and all powers that are common powers of ABAG, FAN, and the Program Members and the powers separately conferred by law upon the Authority, to plan capital improvements that serve the public interest and obtain funding to finance and refinance such capital improvements in the form of grants, contributions, appropriations, loans and other assistance from the United States and from the State of California and from Bonds issued by the Authority pursuant to the Joint Powers Act and other laws. All such powers, whether common to the Parties or separately conferred by or pursuant to law upon the Authority, are specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Joint Powers Act, including Article 2 and Article 4 thereof, or any other applicable provision of law and to pledge any grants, contributions, appropriations, loans or other assistance or property or revenues or the rights thereto as security for such Bonds and other indebtedness; to enter into bond purchase agreements and continuing

covenant agreements with respect to the issuance and sale of such Bonds and other indebtedness; to apply for letters of credit, bond insurance, standby bond purchase agreements, or other forms of credit or liquidity support in order to secure the repayment of Bonds and enter into agreements in connection therewith; to purchase obligations of any Party or other entity as may be permitted under the Joint Powers Act; and to receive grants, contributions, appropriations, loans and other assistance from the United States and from the State of California and any other persons, firms, corporations or governmental entities. The Authority shall have all additional powers conferred under the Joint Powers Act or implied therefrom.

The Authority shall continue to exercise the powers herein conferred upon it until the end of the term of this Agreement as provided in Section 2.

**SECTION 5. MANNER OF EXERCISING POWERS.**

To the extent required by the Joint Powers Act, the manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which ABAG could exercise such powers and perform such duties pursuant to Section 6509 of the Joint Powers Act. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**SECTION 6. FISCAL YEAR.**

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year of the Authority being, until changed by resolution of the Board, the period from July 1 to and including the following June 30 except for the first Fiscal Year which shall be the period from the date of this Agreement to and including June 30, 2018.

**SECTION 7. CONTRIBUTIONS AND ADVANCES.**

Voluntary contributions or advances of funds and property may be made to the Authority by ABAG and FAN for any of the purposes of this Agreement and shall be accounted for in an appropriate Authority fund. Any such advance may, but need not, be made subject to repayment, and if made subject to repayment shall be repaid in the manner agreed upon by the contributor and the Authority at the time of making such advance. It is mutually understood and agreed that neither ABAG nor FAN has any obligation to make advances or contributions to the Authority. ABAG and FAN may allow the use of personnel, equipment or property by the Authority.

**SECTION 8. DISPOSITION OF FUNDS AND OTHER ASSETS.**

During the 120-day period following the end of each Fiscal Year of the Authority, ABAG may request that unencumbered funds held by the Authority at the end of that Fiscal Year be paid in whole or in part to ABAG for use in projects and programs approved by the executive board of ABAG. Such requests shall be honored by the Authority following the completion of the audit for that Fiscal Year if the Board finds and determines that the funds so requested are surplus funds that are not reasonably needed by the Authority for its projects and programs and a prudent reserve.

Upon the termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, including its pension obligations, and after any repayment of advances required by Section 7, all property of the Authority, both real and personal, shall be distributed to ABAG for its projects and programs.

## **SECTION 9. BONDS.**

### **A. Authority to Issue Bonds.**

When authorized by or pursuant to the Joint Powers Act or other applicable provisions of law and by resolution of the Board consistent with the Board's debt policy, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board.

### **B. Bonds Limited Obligations.**

The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including ABAG, FAN and any Program Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State of California or any public agency thereof, including ABAG, FAN, and each Program Member shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds nor shall the State of California or any public agency or instrumentality thereof, including ABAG, FAN, and each Program Member in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Board or Credit Committee, officer, agent or employee of the Authority, in his or her individual capacity and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

## **SECTION 10. INTEREST RATE SWAPS AND OTHER FINANCIAL PRODUCTS.**

The Authority, when authorized by resolution of the Board, may enter into hedging or other arrangements authorized by California Government Code sections 5920-5923 on terms and conditions authorized by the Board.

## **SECTION 11. ACCOUNTS AND REPORTS.**

### **A. Books and Records.**

All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by ABAG, FAN, and each Program Member.

The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting

procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section.

B. Audits.

The Auditor of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Joint Powers Act. Any costs of the audit, including contracts with, or employment of, certified public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

C. Audit Reports.

Within 180 days after the close of each fiscal year the Auditor of the Authority shall file a report of the audit performed pursuant to Subsection B of this Section 11 as required by the Joint Powers Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Joint Powers Act.

**SECTION 12. FUNDS.**

Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds and maintain records of accounts and disbursements in accordance with generally accepted accounting principles.

**SECTION 13. NOTICES.**

Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

**SECTION 14. WITHDRAWAL AND TERMINATION**

Neither ABAG nor FAN may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 2. Any Program Member may withdraw from this Agreement at any time by written notice to the Authority and thereby cease to be a Program Member. The Board may at any time terminate the membership of a Program Member by written notice to the Program Member if it determines that it is in the best interests of the Authority to do so.

**SECTION 15. INDEMNIFICATION.**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a member of the Board or Credit Committee, officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board or Credit Committee, officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of any action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.



## **SECTION 16. IMMUNITIES.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, employees or other representatives of MTC, ABAG, FAN, or Program Member when performing their respective functions within the territorial limits of their public agency, shall apply to them to the same degree and extent while engaged as a director, officer, agent, employee or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement whether within or outside of the boundaries of MTC, ABAG or FAN or the Program Member.

## **SECTION 17. COUNSEL, CONSULTANTS AND ADVISORS.**

The Authority may employ the services of independent counsel, including bond and other special counsel, financing, engineering, construction, utility and other consultants and advisors, and accountants and auditors in connection with the programs undertaken pursuant to this Agreement, including the issuance of Bonds and the entry into financial products authorized by Section 10 hereof. The fees and expenses of such counsel, consultants, advisors, accountants and auditors, and the expenses of the Authority in connection with such programs and projects, shall be paid from the proceeds of Bonds or any other unencumbered funds of the Authority available for such purpose.

## **SECTION 18. AMENDMENTS.**

This Agreement shall not be amended, modified, or altered except by a written instrument duly executed by ABAG and FAN. Any amendment to this Agreement that the Board determines may have a material adverse impact on one or more Program Members must be consented to in writing by each such Program Member to become effective.

## **SECTION 19. LOCAL APPROVAL AND NOTICE REQUIREMENTS.**

The Authority shall comply with any local approval requirements and notice requirements made applicable to it by Section 6586.5 of the Joint Powers Act. The Authority may request a Program Member to provide one or more approvals and findings required by Section 6586.5(a), but no Program Member is obligated or required to do so.

## **SECTION 20. PARTIAL INVALIDITY.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

## **SECTION 21. SUCCESSORS.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of ABAG, FAN, and the Program Members. Except to the extent expressly provided herein, no party to this Agreement may assign any right or obligation hereunder without the consent of the others.

**SECTION 22. MISCELLANEOUS.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by ABAG or FAN or any Program Member, such action may be exercised through the officers, staff or employees of ABAG or FAN or the Program Member, as the case may be, in the manner provided by law.

The section and subsection headings herein are for convenience only and are not to be construed as modifying or governing the language in the section or subsection referred to.

This Agreement is made in the State of California, under the Constitution and laws of the state and is to be construed as a contract made and to be performed in the State of California.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of ABAG and FAN at 9:00 a.m., California time, on the first date as of which each of ABAG and FAN has delivered to the other party an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of such party approving this Agreement and the execution and delivery hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized.

ASSOCIATION OF BAY AREA GOVERNMENTS

By \_\_\_\_\_  
Julie Pierce, President

ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS

By \_\_\_\_\_  
Charles A. Lomeli, Chair

**FORM OF SIGNATURE PAGE FOR PROGRAM MEMBERS**

IN WITNESS WHEREOF, the undersigned Public Agency has caused this Agreement to be executed as a Program Member by its representative thereunto duly authorized.

\_\_\_\_\_

By \_\_\_\_\_

Name:

Title:



Date: November 9, 2017

To: ABAG Executive Board

From: Executive Director

Subject: **Adoption of Resolution No. 20-17 Authorizing Amending the Existing Joint Powers Agreement among the Association of Bay Area Governments, State Coastal Conservancy, and the San Francisco Bay Restoration Authority**

### Executive Summary

At its September 15, 2016 meeting, the Executive Board voted affirmatively to authorize the Executive Director, or his designee, to negotiate and execute a Joint Powers Agreement (JPA) to provide staffing for the San Francisco Bay Restoration Authority (Authority). Under the executed JPA, administrative tasks would be performed collaboratively by the State Coastal Conservancy (Conservancy) and ABAG staff and include: preparation for and staffing of the Authority's Governing Board meetings, staff support for the Advisory Committee and Independent Citizens Oversight Committee, development of policies and procedures for the Authority, preparation and distribution of requests for grant proposals, development of selection criteria, review of grant applications, preparation of grant agreements and oversight of grantees, and legal support for the Authority.

Subsequent to the execution of the JPA, on May 30, 2017, the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC) entered into the Contract for Services ("CS") under which MTC assumed staff functions for ABAG, commencing July 1, 2017. As of July 1, 2017, ABAG employees transitioned to MTC employees, and pursuant to the CS, MTC is fulfilling the staff obligations assigned to ABAG as set forth in the JPA.

As a result of this shift, it is necessary to amend the JPA to clarify this particular staffing arrangement and better define certain roles and responsibilities. In particular the amendments seek to:

- Indicate that ABAG's obligations under the JPA will be fulfilled by MTC staff pursuant to the Contract for Services ("CS") between ABAG and MTC.
- Clarify that MTC staff will be directed by the MTC Executive Director in consultation with the Authority's Executive Officer.
- Describe the Treasurer role in more detail with specificity on what the Treasurer will and will not do. MTC requested this level of detail to clarify that it will handle revenue and

## **Adoption of Resolution No. 19-17**

November 9, 2017

Page 2

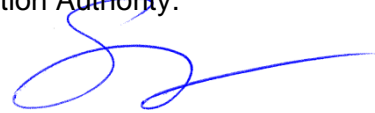
disbursement but won't handle other programmatic approvals necessary for implementation of grant processing and payment. MTC is not fiscally responsible for aspects of the program that are not within its control. Conservancy staff working pursuant to the JPA will be providing the grant-making functional roles that complement MTC's role.

- Add MTC as a party to be indemnified by the Authority and eliminate the provision for ABAG and the Conservancy to indemnify the Authority until it has secured applicable insurance, because pursuant to the CS, MTC has already procured the necessary insurance for the Authority.

The revised JPA approved by the Authority's Governing Board on November 3, 2017 is attached. The revised JPA is scheduled to go before the State Coastal Conservancy on November 30, 2017.

### **Recommended Action**

The Executive Board is requested adopt Resolution No. 20-17 authorizing approval to amend the existing Joint Powers Agreement among the Association of Bay Area Governments, State Coastal Conservancy, and the San Francisco Bay Restoration Authority.



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Steve Heminger

### **Attachment**

Resolution No. 20-17  
Amended Joint Powers Agreement (Redline)

**ASSOCIATION OF BAY AREA GOVERNMENTS  
EXECUTIVE BOARD**

**RESOLUTION NO. 20-17**

**AUTHORIZATION TO ENTER INTO RESTATED AND AMENDED JOINT POWERS AGREEMENT WITH THE SAN FRANCISCO BAY RESTORATION AUTHORITY AND THE STATE COASTAL CONSERVANCY**

**WHEREAS**, in 2008, the State established the San Francisco Bay Restoration Authority (Authority) for the purpose of assisting in the restoration, enhancement, protection and enjoyment of the wetlands and wildlife in the San Francisco Bay and shoreline, including raising funds for programs that would protect and restore the Bay; and

**WHEREAS**, the Authority is a regional governmental entity comprising the nine counties that touch the San Francisco Bay: the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma, and the City and County of San Francisco (such nine counties, collectively, the San Francisco Bay Area) (hereafter, all references to “county” or “counties” include the City and County of San Francisco); and

**WHEREAS**, on June 7, 2016, voters passed the Authority’s San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA), which imposes a special parcel tax of twelve dollars (\$12) per year for twenty (20) years on each parcel wholly or partially in the nine counties of the San Francisco Bay Area to fund the programs identified in the measure; and

**WHEREAS**, the Authority, the State Coastal Conservancy (Conservancy) and the Association of Bay Area Governments (ABAG) desire to reduce redundancy and increase efficiency by jointly carrying out their common grant-making powers in the expenditure of Measure AA funds; and

**WHEREAS**, on October 24, 2016, the Conservancy, ABAG and the Authority entered into a joint powers agreement that provides for the Conservancy and ABAG to perform staff functions for the Authority (JPA); and

**WHEREAS**, ABAG and the Metropolitan Transportation Commission (MTC) signed a Contract for Services on May 30, 2017, whereby MTC assumed administrative and staffing responsibilities for ABAG, commencing July 1, 2017; and

**WHEREAS**, the Authority and the Conservancy will, on November 3, 2017 and November 30, 2017, respectively, consider authorizing entry into a restated and amended joint powers agreement to acknowledge that MTC will fulfill the staffing responsibilities assigned to ABAG in the JPA.

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 20-17**

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or his designee, to amend the JPA by executing the Restated and Amended Joint Powers Agreement of the San Francisco Bay Restoration Authority, State Coastal Conservancy and Association of Bay Area Governments attached hereto as Exhibit 1 or substantially similar version.

The foregoing was adopted by the Executive Board this 16<sup>th</sup> of November, 2017.

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Julie Pierce  
President

**Certification of Executive Board Approval**

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 16<sup>th</sup> day of November, 2017.

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Frederick Castro  
Clerk of the Board

**Approved as to Legal Form**

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Adrienne Weil  
General Counsel  
Metropolitan Transportation Commission



**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 20-17**

**Exhibit 1**

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**RESTATED AND AMENDED**  
**JOINT POWERS AGREEMENT**  
**of the**  
**San Francisco Bay Restoration Authority, State Coastal Conservancy**  
**and Association of Bay Area Governments**

**THIS JOINT POWERS AGREEMENT** (“Agreement”), made, entered into and effective as of October 24, 2016 (“Effective Date”), is amended and restated as of November 1, 2017 ~~made and entered into~~ by and between **STATE COASTAL CONSERVANCY**, an agency of the State of California, the **ASSOCIATION OF BAY AREA GOVERNMENTS**, a joint powers authority comprising cities and counties of the San Francisco Bay Area, and the **SAN FRANCISCO BAY RESTORATION AUTHORITY**, a regional entity, with reference to the following facts:

**RECITALS**

- A. The San Francisco Bay Restoration Authority (“Authority”) is a regional entity established by the San Francisco Bay Restoration Authority Act, California Government Code section 66700 et seq. (“Restoration Authority Act”) that is charged with raising and allocating funds for the protection and enhancement of tidal wetlands and other wildlife habitat in and surrounding the San Francisco Bay and for related public access and flood protection and that successfully placed the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (“Measure AA”), a regional special tax measure, on the June 2016 ballot to raise such funds.
- B. The State Coastal Conservancy (“Conservancy”) is a state agency established pursuant to Division 21 of the California Public Resources Code that is authorized to award grants in the nine-county San Francisco Bay Area to help achieve Division 21’s goals for the San Francisco Bay Area, which include the protection, restoration and enhancement of natural habitats and improved public access to and around San Francisco Bay.
- C. The Association of Bay Area Governments (“ABAG”) is a joint powers authority of the cities and counties of the nine-county San Francisco Bay Area with the authority to perform regional and subregional planning and to coordinate with other governmental entities including federal, state and regional agencies via the San Francisco Estuary Partnership (“SFEP”), which implements programs and awards

grants for protection and enhancement of San Francisco Bay.

C.D. The Metropolitan Transportation Commission (“MTC”) is a regional transportation planning agency established pursuant to California Government Code Section 66500, et seq. On May 30, 2017, MTC and ABAG entered into a Contract for Services (“CS”) under which MTC assumed staff functions for ABAG, commencing July 1, 2017. As of July 1, 2017, ABAG employees transitioned to MTC employees. All MTC employees constitute MTC consolidated staff. Pursuant to the CS, MTC will fulfill the staff obligations assigned to ABAG set forth in this Agreement.

D.E. To help achieve the Division 21 goals for the San Francisco Bay Area, Conservancy staff have participated in numerous collaborative efforts of federal, state and local government agencies to prepare plans that reflect the mutual goals of these agencies for protection, enhancement and restoration of San Francisco Bay and associated public access and flood management. The resulting plans include:

- San Francisco Baylands Ecosystem Habitat Goals and its Climate Change Update,
- San Francisco Bay Subtidal Habitat Goals,
- San Francisco Estuary Partnership’s Comprehensive Conservation and Management Plan,
- San Francisco Bay Region’s Integrated Regional Water Management Plan,
- Implementation Strategy of the San Francisco Bay Joint Venture,
- South Bay Salt Pond Restoration Plan and South Bay Shoreline Study, and
- San Francisco Bay Trail Plan.

E.F. The California Natural Resources Agency has developed several plans that include statewide goals for flood protection and for the protection, enhancement and restoration of habitats. The Conservancy’s implementation of Division 21 helps achieve the goals set forth in these plans, which include:

- California Water Action Plan (2016),
- State Wildlife Action Plan (2015),
- Flood Future Report (2013), and
- State of the State’s Wetlands Report (2010, and 2015 Status and Trends Report).

F.G. The Authority desires to benefit from the expertise of ABAG, SFEP and the Conservancy in planning and achieving restoration, enhancement and protection of San Francisco Bay. The Conservancy and ABAG desire to assist the Authority to ensure its successful implementation of the San Francisco Bay Restoration Authority Act and Measure AA. In addition, the Conservancy desires to further the goals for

the San Francisco Bay Area, as set forth in Chapter 4.5 of Division 21 of the Public Resources Code, which will help the California Natural Resources Agency achieve its broader statewide goals. The parties also desire to maximize efficiency and reduce administrative redundancy in order to direct as much of the available funding as possible toward planning and implementation of projects for the protection, enhancement and restoration of San Francisco Bay and associated public access and flood protection.

## **AGREEMENT**

The Conservancy, ABAG and the Authority hereby agree as follows:

### **1. Purposes of this Agreement**

The purposes of this Agreement are to use the capacity and expertise of existing agencies for the operation of the Authority to maximize efficiency, avoid administrative redundancy, minimize costs, and ensure accountability, and to coordinate closely to achieve these purposes.

### **2. Staffing Responsibilities for Restoration Authority Act Implementation**

The Conservancy and ABAG shall provide staff services to the Authority, subject to the terms of this Agreement, for purposes of implementing the Restoration Authority Act and Measure AA. All staff services assigned to ABAG under this Agreement shall be performed by MTC consolidated staff acting pursuant to the CS. Nothing in this Agreement precludes the Authority from hiring or engaging additional consultants or staff to review or implement any aspects of the Authority's obligations and duties under the Restoration Authority Act and Measure AA following consultation with the Conservancy and ABAG, provided there are sufficient funds available.

The Authority acknowledges that in performing services for the Authority, Conservancy staff and consolidated MTC staff shall do so as employees of their employer~~respective~~ agencies and shall represent themselves to the public as such. The Authority acknowledges that Conservancy staff and consolidated MTC staff ~~ABAG staff members~~ will bring their expertise and perspectives as state and local agency employees to performance of their duties under this Agreement. All parties acknowledge that Conservancy staff and consolidated MTC ~~ABAG~~ staff will not provide services beyond those necessary to implement the Restoration Authority Act.

**Executive Officer:** The Conservancy shall provide Executive Officer services for the Authority under the direction of the Authority's Governing Board. Executive Officer services shall include oversight of compliance with Measure AA requirements and other revenue restrictions; management of Authority public meetings; coordination of the

Authority Advisory Committee and the Independent Citizens Oversight Committee; management of external communications; consultation with ABAG; consultation with the MTC Executive Director regarding direction of consolidated MTC staff; direction of Conservancy program staff; and other duties that may be delegated to the Executive Officer by the Authority. The Executive Officer may delegate duties to program staff as appropriate.

**Program Staff:** The Conservancy and ABAG, through MTC consolidated staff pursuant to the CS, shall ~~provide staff members to perform under the program direction of the Executive Officer,~~ program services necessary for the Authority to implement the Restoration Authority Act. MTC consolidated staff will be directed by the MTC Executive Director in consultation with the Executive Officer; Conservancy staff will be directed by the Executive Officer. Program services shall include: preparation of a work plan and budget; development of procedures for grant evaluation and prioritization; review of grant applications; preparation of grants and contracts; oversight of projects and contracts; review of invoices; and preparation of grant and contracting processes and other procedures necessary for the efficient operation of the Authority. The Conservancy and ABAG will jointly agree on the allocation of program staff functions between the Conservancy and ABAG, and will include such allocation in the work program and operating budget. Such allocation shall be communicated in a timely manner to the MTC Executive Director or his designee.

**Treasurer/Fiscal Agent:** ~~ABAG shall provide a financial officer to act as treasurer to the Authority. The treasurer shall receive, safeguard, invest, and disburse funds; collect taxes from counties; perform fiscal audits; provide accounting services; prepare and submit internal and external financial reports; make recommendations regarding risk management; procure adequate insurance on behalf of the Authority; and perform other financial tasks necessary to assist program staff with implementation of the Restoration Authority Act.~~

**Insurance and Risk Allocation:** ABAG, through the consolidated MTC staff acting pursuant to the CS, shall provide insurance and risk allocation services and procure, on behalf of the Authority, insurance coverage in the types and amounts that are customary. The Authority shall reimburse ABAG for the funds used to procure such insurance coverage pursuant to paragraph 4 hereof.

**Fiscal Agent/Treasurer:** -ABAG through the consolidated MTC staff acting pursuant to the CS shall provide Fiscal Agent/Treasurer services to the Authority, which services will be provided pursuant to the CS. Fiscal Agent/Treasurer services shall consist of:

- Receive all taxes collected through counties,
- Receive, safeguard and invest all funds,
- Disburse all funds authorized by the Authority,

- Provide accounting services for all funds received and disbursed,
- Prepare appropriate financial reports for internal and external use, and
- Arrange for an annual audit of revenue and disbursements.

ABAG, through the consolidated MTC staff pursuant to the CS shall also provide, through the CS, such other financial services as are appropriate to the role of Fiscal Agent/Treasurer and may be requested by the Authority.

Duties of the Fiscal Agent/Treasurer will not include services inappropriate to the financial role including, but not limited to:

- Development of Authority's annual budget with the exception of providing information requested by program staff,
- Grant application, processing and budget,
- Grant, contract or payment approvals,
- Development, documentation, testing and audit of internal financial controls, except to the extent that such financial controls relate to the Fiscal Agent/Treasurer services that ABAG will provide as identified above,
- Program audits and performance reports, with the exception of providing information upon request, and
- Any responsibility for the calculation, placement, collection or reporting of annual property assessment.

**Legal:** The Conservancy shall provide legal services to advise the Authority Governing Board, the Executive Officer, program staff, Clerk of the Board, and the treasurer on Authority matters. Attorney services shall include preparation of oral and written legal advice; review of and advice regarding staff recommendations, grant agreements and contracts; and retention and management of outside counsel to represent the Authority in the event of litigation. ABAG, through the consolidated MTC staff acting pursuant to the CS, will provide legal services in the event of a conflict of interest that is not waived by the Authority and the Conservancy. The Authority retains the right to obtain independent legal advice and representation at any time.

**Clerk of the Board:** The Conservancy shall provide a staff member to serve as the meeting clerk for the Authority. The meeting clerk services shall include: maintenance of the official records of the Authority, preparation of meeting notices and agendas, coordination with ABAG for posting official notices on the Authority website, notifying Governing Board

members of Fair Political Practices Commission filing requirements and maintaining FPFC filings, and providing clerical and logistical support to Governing Board members.

**Information Technology:** ABAG, [through the MTC consolidated staff acting pursuant to the CS](#), shall maintain and manage the Authority website in accordance with written protocols and procedures unless otherwise directed by the Authority's Governing Board. The Conservancy shall maintain and manage electronic records related to the Executive Officer, program staff, legal services, Clerk of the Board and other public records of the Authority.

### **3. Work Program and Operating Budget**

ABAG, [through the MTC consolidated staff acting pursuant to the CS](#), and the Conservancy shall prepare an annual work program and operating budget setting forth their proposed activities and projected costs to implement this Agreement. Such costs shall include direct and indirect costs, including costs for: a) contracts for goods and services, b) staff salaries and benefits, c) overhead, and d) travel essential to carrying out responsibilities under this Agreement. The operating budget shall include projected costs for services necessary for operation of the Authority that will be provided pursuant to contracts directly between the Authority and a service provider.

The annual work program and operating budget will be presented to the Authority's Governing Board for review and approval at least 60 days before the beginning of the next fiscal year.

### **4. Reimbursement**

The Authority shall reimburse ABAG and the Conservancy for all of their costs, both direct and indirect, in implementing this Agreement, provided that the Authority is only obligated to reimburse the Conservancy and ABAG for costs that are consistent with the approved operating budget. ABAG, [through the MTC consolidated staff acting pursuant to the CS](#), and the Conservancy will promptly notify the Authority's Governing Board if costs might exceed the approved operating budget. Such notice will include proposals for reducing costs and/or an estimate of the exceedances. Exceedances will be paid only if the operating budget is amended to include them.

Costs incurred by ABAG and the Conservancy to assist the Authority after July 1, 2016 but prior to execution of this Agreement are eligible for reimbursement by the Authority if consistent with an approved operating budget. Costs incurred by the parties before July 1, 2016 are the sole responsibility of the entity incurring the costs.

Notwithstanding paragraph 2 of this Agreement, neither ABAG nor the Conservancy is obligated to provide any services or incur any costs to implement this Agreement except to the extent that the approved operating budget provides for such services and costs to be



reimbursed by the Authority.

The Authority will reimburse the Conservancy and ABAG pursuant to invoices that identify costs and include supporting documentation. The Conservancy and ABAG will submit invoices to the Authority quarterly. The Authority shall pay invoices of the Conservancy and ABAG within 45 days of presentation of an invoice, except that the invoices for the periods prior to January 1, 2018 shall be paid on January 2, 2018 or as soon thereafter as sufficient funds are available.

## **5. Indemnification and Insurance**

The Authority shall defend and indemnify the Conservancy, ~~and~~ ABAG, MTC, and their officers, agents, board members, and employees for any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys' fees, resulting from or arising out of the implementation of this Agreement. This supersedes any right the Authority may have to contribution as provided in California Government Code Sections 895, et seq.

~~The Conservancy and ABAG shall defend and indemnify the Authority, its officers and agents, for any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys' fees that are incurred by the Authority, as a result of implementation of this Agreement between the Effective Date and the time that Authority has funds to purchase the insurance recommended by ABAG pursuant to paragraph 2 of this Agreement.~~

## **6. Audits and Accountability**

ABAG, through the MTC consolidated staff, acting pursuant to the CS, will fulfill the Authority's statutory obligation to provide for regular audits of the Authority's accounts and records, and shall maintain accounting records for revenue and disbursements and shall report accounting transactions in accordance with generally accepted accounting principles adopted as applied through by the Government Accounting Standards Board, ~~of the Financial Accounting Foundation for both public reporting purposes and for reporting of activities to the State Controller.~~

ABAG through the MTC consolidated staff acting pursuant to the CS will fulfill the Authority's statutory obligation to provide for annual financial reports and to make copies of the annual financial reports available to the public.

In addition, as required by Section 3(C) of Measure AA passed on June 7, 2016, the

Authority shall order an annual independent audit of all revenues and expenditures from the proceeds of the special tax authorized by Measure AA. Following consultation with the Conservancy and ABAG and provided there are sufficient funds available, the Authority may also order an independent management audit to review and make recommendations regarding implementation of this Agreement. The Conservancy and ABAG will cooperate with, and make their Authority- related records available to, outside auditors, and the Conservancy will make its Authority- related records available to ABAG for the audits ABAG [through the MTC consolidated staff acting pursuant to the CS](#) -performs pursuant to this section.

The Conservancy and ABAG [through the MTC consolidated staff acting pursuant to the CS](#) will perform their responsibilities in accordance with applicable laws, including the California Public Records Act, the Restoration Authority Act, and guidelines adopted by Authority.

#### **7. Communication and Coordination Among Parties to the Agreement**

The parties will cooperate and coordinate to ensure maximum efficiency, economy and quality of support for the Authority. Coordination will include regular communication between ~~the staffs of the~~ Conservancy [staff](#) and [the MTC consolidated staff acting pursuant to the CS provided by ABAG](#) regarding management and policy issues, as well as how effectively the parties are working together and satisfying their responsibilities under this Agreement.

ABAG, [through the MTC consolidated staff acting pursuant to the CS](#), will give the Conservancy monthly summaries of Authority fund balances, interest, income, and expenditures, including allocation among subaccounts, if any. ABAG, [through the MTC consolidated staff acting pursuant to the CS](#) will provide a financial report at each meeting of the Authority's Governing Board.

The Conservancy, ABAG, [through the MTC consolidated staff acting pursuant to the CS](#), and the Authority's Governing Board will coordinate closely regarding the Authority's cash needs.

#### **8. Participation Requirements**

In contracting for materials, supplies and services on behalf of the Authority, Conservancy staff will seek to meet State of California objectives for participation by small businesses and disabled veteran business enterprises.

#### **9. Assumption of Obligations**

The parties shall assume their respective responsibilities upon the Effective Date of this Agreement. This will transition the Executive Officer, Legal Counsel and Clerk of the Board

functions from ABAG to the Conservancy.

#### **10. Duration and Termination**

Upon 90 days' prior written notice to ABAG and the Conservancy, the Authority's Governing Board may adopt a resolution to terminate this Agreement, which termination will be effective on June 30 of that calendar year, or if after June 30 in any year, the immediately following June 30.

If both ABAG and the Conservancy wish to terminate this Agreement, they may do so upon 180 days' prior written notice to the Governing Board of the Authority, with termination to be effective on June 30 of that calendar year, or if after June 30 in any year, the immediately following June 30.

-

If ABAG or the Conservancy wishes to withdraw from this Agreement, the withdrawing party will no longer be a party to this Agreement on the 180th day after giving the Authority's Governing Board written notice of its desire to withdraw, to be effective on June 30 of that calendar year or if after June 30 in any year, the immediately following June 30.

The remaining parties may elect to either terminate this Agreement or to amend this Agreement to remove the withdrawing party, provided that such termination or amendment will take effect no sooner than the date the withdrawing party is no longer a party to this Agreement.

Upon termination of this Agreement, no party will have any further obligations to the other parties except that the indemnification obligations of the parties under paragraph 5 of this Agreement will survive termination of this Agreement. Upon withdrawal of ABAG or the Conservancy, the withdrawn party will have no further obligations under this Agreement; provided however, that the indemnification provisions of paragraph 5 will survive as to the withdrawn party.

#### **11. Amendment**

No amendment to this Agreement will be valid unless made in writing and signed by all parties.

This Agreement is executed as follows:

**STATE OF CALIFORNIA acting by and through the STATE COASTAL CONSERVANCY**

By: \_\_\_\_\_  
Samuel Schuchat, Executive Officer

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

**ASSOCIATION OF BAY AREA GOVERNMENTS**

By: \_\_\_\_\_  
Brad Paul, Acting Steve Heminger, Metropolitan Transportation Commission Executive Director, acting pursuant to the Contract for Services dated May 30, 2017

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

**SAN FRANCISCO BAY RESTORATION AUTHORITY**

By: \_\_\_\_\_  
Dave Pine, Chair of the Governing Board

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