

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Karen Kinser, Deputy Director of Public Works

VIA: Randy Breault, Director of Public Works/City Engineer via Clay Holstine, City Manager

DATE: Meeting of January 17, 2019

SUBJECT: Professional Services for a Benchmarking and Transparency Ordinance

CITY COUNCIL GOALS:

To develop plans and pursue opportunities to protect natural resources. (8)

PURPOSE:

To approve a Professional Services Agreement (PSA) for a Commercial Building Energy and Water Usage Benchmarking and Transparency Ordinance with consultant The Energy Coalition for the scope of services included in the proposal dated November 29, 2018.

RECOMMENDATION:

Approve the attached PSA in the amount of \$92,000 to The Energy Coalition.

BACKGROUND and DISCUSSION:

Brisbane's adopted Climate Action Plan (September 2015) included a measure for a Building Energy Saving Ordinance. The Open Space and Ecology Committee's Climate Action Plan Subcommittee and staff have explored the issue since, including researching other agencies' ordinances and developing an ordinance framework. Early in 2018, the subcommittee and staff, with Council Liaison input and OSEC confirmation, decided to focus on existing commercial buildings as they represent the city's second-largest category of emissions (after transportation).

In May, staff applied for \$200,000 from the Bay Area Air Quality Management District's Climate Protection Grant Program for a two-year "Comprehensive Commercial Building Efficiency Program" which was subsequently awarded. The program includes two phases: (1) community outreach, development and adoption of a Benchmarking and Transparency Ordinance focused on energy and water use in existing commercial buildings; (2) implementation of the ordinance including developing systems, training and educational

resources, and a “toolkit” for potential streamlined adoption by other agencies. Staff released an RFP for the first phase of the program in October and received four responses by the late-November deadline. We aim to conclude Phase 1 in September 2019, after which an RFP for Phase 2 will be advertised.

Staff recommends The Energy Coalition (TEC) for award due to their national policy leadership on and significant experience with benchmarking ordinances, including the statewide AB802 benchmarking program and ordinances in San Francisco and Berkeley, as well as the innovative policy approaches proposed which aim to simplify administration of and compliance with the policy.

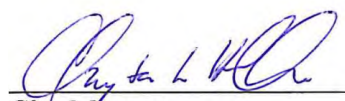
FISCAL IMPACT:

Funding for this consulting contract is within the budget of the grant funds received from the Air District for the first phase of this project. Should the city decline to move forward with a consulting contract, the grant funds would be forfeited.


Deputy Director of Public Works


Sustainability Management Analyst


Director of Public Works/City Engineer


City Manager

ATTACHMENTS:

Professional Services Agreement (PSA BATO TEC)

TEC Proposal (no appendices)

Note: Due to the size of Appendices A and B of the Proposal, these supporting materials are available for public inspection and copying at 50 Park Place, City of Brisbane Department of Public Works, Brisbane, CA, 94005. Telephone: (415) 508-2130.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and The Energy Coalition, a California-based 501(c)3 nonprofit ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional consulting services for development and passage of a Benchmarking and Transparency Ordinance ("the Project").

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project.

2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit A attached hereto and incorporated herein by reference, unless subject to delays beyond the reasonable control of Consultant.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Marc Costa.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$92,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City pursuant to a deliverable-based payment schedule to be negotiated between City and Consultant. In no event shall the Consultant's payment for a deliverable-based payment schedule item exceed 80% of the full value of the deliverable until such time as the deliverable has been accepted by the city and deemed complete. Alternatively, City may authorize Consultant to submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description

of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make a good faith effort to settle the disputed billing through good faith negotiations.

6. Maintenance and Inspection of Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. Assignment and Subcontracts. Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract, or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. Each subcontractor shall agree in writing to comply with all of the applicable terms and conditions of this Agreement.

8. Correction of Work. Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

9. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. Consultant shall not be responsible for any reuse of such documents by city which is unrelated to the Project and City agrees to indemnify, defend, and hold Consultant and subcontractors harmless against any claims of liability arising from such reuse by City.

10. Independent Contractor. Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

11. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance, and approvals current and in full force and effect at all times during the term of this Agreement. Consultant shall maintain a current City of Brisbane business license.

12. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations in connection with the performance of its services under this Agreement.

13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the negligent performance by Consultant or any of its subcontractors, agents, or employees, subcontractors, agents, or employees to comply with any of their obligations contained in this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant or any of its subcontractors, agents, or employees.

14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant

in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.

- (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents, or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- (d) **Acceptability of Insurers.** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) **Verification of coverage.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

| | |
|---------|---|
| To City | City of Brisbane Attn: Adrienne Etherton 50 Park Place Brisbane, CA 94005-1310 |
|---------|---|

| | |
|---------------|---|
| To Consultant | The Energy Coalition Attn: Marc Costa 47 Discovery, Ste 250 Irvine, CA 92618 |
|---------------|---|

16. **Resolution of Disputes.** In the event of any dispute between the parties pertaining to this Agreement, the parties shall endeavor in good faith to resolve such dispute through mediation before the commencement of legal action by one party against the other.

17. **Termination of Agreement.** This Agreement may be terminated immediately by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

18. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

19. **Miscellaneous Provisions.**

- (a) **Severability.** Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE


By: _____
Madison Davis, Mayor

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:

Michael Roush, City Attorney

CONSULTANT: THE ENERGY COALITION


Craig Perkins, Executive Director

EXHIBIT A

Description of Services, Compensation, Schedule

Task 1.1 Consulting Contract and Progress Reports

Consultant will support the contracting process and ensure contracts are executed in a timely and efficient manner to support the desired project timeline.

Consultant will provide quarterly progress reports to be integrated into the City's Air District's Quarterly Report form. Updates will include description of progress toward completed tasks, including summaries of meetings and stakeholder engagement, and will be submitted to the City no fewer than five (5) working days prior to the City's quarterly report due dates: April 15; July 15; and October 15.

Deliverables:

- 1. Executed consultant contract*
- 2. Q1 Consultant Progress Report to City (April 8, 2019)*
- 3. Q2 Consultant Progress Report to City (July 8, 2019)*
- 4. Q3 Consultant Progress Report to City (October 8, 2019)*

Task 1.2 Convene Kick-off Meeting

Prior to the kick-off meeting, Consultant will review city materials, including the City's Climate Action Plan, and prepare the necessary materials for the meeting.

Consultant will develop a detailed market analysis using GIS software, 3D mapping, CoStar data and assessor data to gain a more granular understanding of the disclosable buildings in the City's estimated 202 buildings, building owners, property management and leasing companies in order to convene a stakeholder group. Consultant will also analyze the 6 million square feet of commercial buildings anticipated in the audit ordinance.

The goal of the kick-off meeting will be to understand how the City intends to leverage the ordinance outcomes; identify the policy development, benchmarking and audit tool specifications required for an ordinance; and to explore the strategies to build the community awareness and support necessary for successful adoption of the ordinance.

Timeframe: February 2019

Deliverables:

- 1. Market analysis of Brisbane building data*
- 2. Stakeholder list*
- 3. Kick-off Meeting Agenda*
- 4. Summary of Kick-off Meeting Outcomes*
- 5. List of Kick-off Meeting Participants*

Payable upon receipt of Deliverables 1.2.1-5: \$10,000

Task 1.3 Convene Community Workshops

Consultant will work with City staff and the Chamber of Commerce to plan two public events to engage and inform the community about the benchmarking and transparency ordinance. Consultant's outreach efforts will consist of social media posts and e-blasts with A/B testing to measure and leverage predictive analytics to send the right message to each market segment. Messages will combine data driven research with the spirit of Brisbane to gather and inspire local businesses to contribute to one of the newest energy ordinances in the US.

Consultant will create an easy to use feedback submission page through their website that the City can link to for all ordinance related feedback. Results will be shared with the City.

Consultant will develop outreach and marketing materials in coordination with the City, including drawing from their library of outreach materials developed for the CEC's AB 802 program, experience with workforce education and training to provide valuable resources to building owners and managers, and strategic partnerships to implement an effective workforce development plan.

Timeframe: March – May 2019

Deliverables:

- 1. Stakeholder engagement plan*
- 2. Outreach and marketing materials*
- 3. Workshop #1 agenda, presentation and handouts*
- 4. Workshop #1 participant lists*
- 5. Workshop #1 key outcomes*
- 6. Workshop #2 agenda, presentation and handouts*
- 7. Workshop #2 participant lists*
- 8. Workshop #2 key outcomes*
- 9. Website feedback results*

Payable upon receipt of Deliverables 1.3.1-9: \$37,500

Task 1.4 Develop Draft Ordinance

Consultant will draft the ordinance using the LA City Existing Buildings Energy and Water Efficiency (LA EBEWE) ordinance as a framework, along with the market characterization developed in Task 1.2 and stakeholder engagement efforts in Task 1.3. Ordinance language will consider practical implementation with respect to outreach, customer support and IT resources to ensure Brisbane can successfully manage the program after its adoption. The process will include a parallel review by the CEC to ensure compliance with state regulations, and consultants will quantify ordinance impacts to Brisbane's Climate Action Plan.

Innovative enhancements will be considered through the process, including but not limited to: adoption of the federal Unique Building Identifier when creating a covered buildings roster; creating more specificity in the ENERGY STAR Portfolio Manager reporting requirements; considering the alignment with federal auditing and building rating tools for audit compliance pathways; the use of federal tracking tools that San Francisco and Berkeley are currently developing; and the development of an alternative compliance pathway

utilizing building energy models which the Consultant will create for every covered building in Brisbane using NREL's URBANopt tool.

Timeframe: May – June 2019

Deliverable:

1. Draft ordinance

Payable upon receipt of Deliverable 1.4.1: \$35,500

Task 1.5 Prepare and Present Draft Ordinance to Council for Adoption

The consultant will work with Brisbane staff to prepare for public meetings to review and adopt the ordinance, including a “2x2” study session with two Council Members and two Open Space and Ecology Committee members, as well as the full Open Space and Ecology Committee and the full City Council. Preparations will include internal reviews as well as consultation with the CEC, other local jurisdictions and/or NGOs such as the Institute for Market Transformation. Presentations will anticipate questions, concerns and recommendations for the draft ordinance. Consultants will incorporate modifications recommended at meetings into the final ordinance as directed by staff.

Timeframe: July – September 2019

Deliverables:

1. 2x2 study session presentation
2. Open Space & Ecology Committee meeting presentation
3. Council meeting presentation
4. Final adopted ordinance

Payable upon receipt of Deliverables 1.5.1-4: \$9,000

| Task | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Deliverables | Payment |
|-----------------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|--------------|----------|
| 1.1 Contract & Progress Reports | | | | | | | | | | | 1.1.1-4 | |
| 1.2 Kick-off Meeting | | | | | | | | | | | 1.2.1-5 | \$10,000 |
| 1.3 Prepare Workshop Materials | | | | | | | | | | | 1.3.1-2 | \$37,500 |
| Host Workshops | | | | | | | | | | | 1.3.3-9 | |
| Draft Ordinance | | | | | | | | | | | 1.4.1 | \$35,500 |
| 1.4 Present to City Team | | | | | | | | | | | | |
| 1.5 2x2 Study Session | | | | | | | | | | | 1.5.1 | \$9,000 |
| Public Comment Period & Revisions | | | | | | | | | | | | |
| OSEC Meeting | | | | | | | | | | | 1.5.2 | |
| Council Meeting/Adoption | | | | | | | | | | | 1.5.3-4 | |



The Energy Coalition
Response to Benchmarking and Transparency
Ordinance Consultant RFP
Proposal

Contact:
Adrienne Etherton, Sustainability
Management Analyst
City of Brisbane, Department of Public Works

November 29, 2018
50 Park Place, Brisbane, CA 94005

Dear Adrienne Etherton,

Thank you for the opportunity to provide the attached proposal for the City of Brisbane. TEC understands the goals and objectives stated in this RFP and looks forward to an opportunity to assist the City to develop a building energy benchmarking and data transparency ordinance that complies with State requirements and reflects the needs of the local community.

TEC brings vast experience identifying, designing and implementing community-based energy programs and services. TEC has served over 115 public agencies, all four California Investor Owned Utilities, the California Energy Commission (CEC), numerous industry professionals and organizations and statewide education institutions. As the CEC's prime contractor for marketing and outreach for the California Building Energy Benchmarking Program, TEC is communicating compliance requirements to thousands of stakeholders across the 36,000 buildings and 4.5 billion square feet of disclosable buildings in the State.

With a staff of 50 people throughout California, including a nearby office in Oakland, TEC is well positioned to provide local and comprehensive solutions for the communities we serve. This proposal reflects a customized solution for the City of Brisbane based on TEC's extensive experience working with local communities and offers a cost-effective strategy to develop an energy benchmarking ordinance that complies with AB 802 requirements while addressing the unique needs of the City of Brisbane.

This proposal outlines TEC's qualifications and expertise in the energy market including energy efficiency and conservation, water/wastewater, renewables, electric infrastructure and transportation. It describes a collaborative process with the City of Brisbane to develop and communicate this ordinance.

We believe we have the experience and qualifications to support the City of Brisbane in its efforts to effectively develop an energy benchmarking ordinance and lead related marketing and outreach activities. We agree to the proposed scope of services, terms and conditions and look forward to the opportunity to present more information about our proposal and answer any questions you may have.

Please contact Marc Costa at 949-732-1078 or mcosta@energycoalition.org for any inquiries related to this proposal.

Sincerely,



Craig Perkins
President and Executive Director
The Energy Coalition

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Project Understanding

The Energy Coalition (TEC) understands the City of Brisbane's (City) plan to develop a local ordinance for building energy benchmarking and is familiar with the framework of the grant funding from the Bay Area Air Quality Management District (BAAQMD). TEC has developed a proposal that will assist the City in developing an ordinance that specifies clear commercial building energy benchmarking, energy data transparency, and building auditing and retro-commissioning requirements that align with the City's infrastructure, the BAAQMD grant, LA City's Existing Buildings Energy and Water Energy Program (EBEWE), as well as Assembly Bill (AB) 802.

TEC helped form the requirements of AB 802 and other regional energy benchmarking ordinances (Berkeley and San Francisco) and has educated building owners on energy benchmark requirements. TEC is currently performing the statewide marketing and outreach for AB 802 through a California Energy Commission (CEC) contract. We have designed and implemented educational materials, workshops and webinars to educate building owners and operators on the benchmarking requirements and provide the resources necessary to take action. Through this effort, TEC conducted an extensive market analysis of over 36,000 buildings and over 4.5 billion square feet of floor area, and produced over 25 webinars across 5 stakeholder groups to launch the AB 802 program for the CEC. TEC's experience in implementation is also complemented by our policy expertise, including being a lead author and presenter at the 2014 The American Council for an Energy-Efficient Economy conference on the topic of "*A National Framework for Benchmarking and Audit Ordinances*"¹.

TEC will bring its deep experience with AB 802 to the City of Brisbane and will work with the City to develop a local ordinance. In addition, TEC will host two workshop events to collect feedback from the community and educate building owners on current benchmarking requirements. TEC will work with the City to ensure the City Council approves the benchmarking and audit ordinance.

TEC is aware that this contract will be followed by an additional phase (Phase II) to perform outreach and education for the ordinance and can help the City position itself for such tasks. Phase II implementation efforts align with TEC's current contract with the CEC to lead all outreach and facilitation of the AB 802 Statewide Building Energy Benchmarking and Disclosure Ordinance and TEC can utilize some of the best statewide practices for the City of Brisbane.

Approach

Below is an overview the RFP tasks, timeline and milestones.

Prior to holding the kick-off meeting, TEC will start with a review of city materials and prepare the necessary materials for the meeting. TEC will review the City's Climate Action Plan and align policy, tools and market trends to craft an exemplary ordinance that Brisbane can successfully implement. TEC will develop supporting data for the project by completing a detailed market analysis using GIS software, 3D mapping, CoStar data and assessor data to gain a more granular understanding of the disclosable buildings in the City's estimated 202 buildings, building owners, property management and leasing

¹Costa, Taylor, Long, Antonoff. *A National Framework for Benchmarking and Audit Ordinances*. ACEEE. 2016. https://aceee.org/files/proceedings/2016/data/papers/9_448.pdf

companies in order to convene a stakeholder group. TEC will also analyze the 6 million square feet of commercial buildings anticipated in the audit ordinance.



Task 1.2: Convene Kick-off Meeting

Our goal in the kick-off meeting will be to understand and identify the policy development, benchmarking and audit tool specifications required for an ordinance and to explore the strategies to build the community awareness and support necessary for successful adoption of the ordinance. The discussion will include a deep dive on how the City intends to leverage the ordinance outcomes. Typically cities have used benchmarking ordinances to make owners aware of savings opportunities. The emerging trend, however, is for local governments to use benchmarking and audit data to fundamentally understand how, when, why and where energy is being used at every hour of the day. This is a powerful outcome that will provide useful information that will enable Brisbane to make additional decisions on how to meet and/or exceed its climate goals.

Task 1.3: Convene Community Workshops

TEC will work with City staff and the Chamber of Commerce to plan two public events to engage and inform the community about the benchmarking and data transparency ordinance that the City is developing. TEC's media outreach efforts will consist of social media posts and Mailchimp e-blasts with A/B testing to measure and leverage predictive analytics to send the right message to each market segment, including building owners, energy consultants, utility reps at PG&E, industry organizations and city contacts. TEC will also combine data driven research with the spirit of Brisbane embodied in the annual Festival of Lights to gather and inspire local businesses to contribute to the one of the newest energy ordinance in the United States. TEC will create a feedback submission page through TEC's website that the City can link to for all ordinance related feedback. This will be a easy to use Google form with results that can be shared with the City.

TEC will develop the outreach and marketing materials for the event in coordination with the City. TEC proposes to build from an extensive library of outreach materials developed for the CEC's AB 802 program including eblasts, FAQs related to ordinance development, market analysis templates, meeting agendas and survey questions. TEC has closely collaborated with San Francisco, Berkeley, Los Angeles and other U.S. cities on their ordinance development, which will provide Brisbane stakeholders a national perspective on benchmarking and audit ordinances. TEC has already created overview sheets comparing and contrasting all major U.S. ordinances, reporting requirements, Portfolio Manager

nuances, website considerations and reporting metrics, all of which will position Brisbane to ensure successful ordinance documentation.

TEC will also leverage its experience with workforce education and training and provide valuable resources to building owners and managers on understanding building energy benchmarking. TEC prides itself on identifying and providing solutions to the workforce needs of various populations ranging from incumbent workers to underserved communities as a whole. In addition to being fully versed on AB 802 and providing the necessary training options and support services, TEC's success relies on strategic partnerships with industry, organized labor groups, workforce development boards, local educational agencies, colleges and universities, local leaders, community-based organizations and other key stakeholders to provide effective and customized approaches to implement an effective workforce development plan.

Task 1.4: Develop Draft Ordinance

As intended by Brisbane, the LA City Existing Buildings Energy and Water Efficiency (LA EBEWE) ordinance will be used as a framework for the ordinance. TEC will use the market characterization developed in Task 1.2, as well as the stakeholder engagement efforts in Task 1.3, to refine the ordinance and quantify its impacts to the Climate Action Plan. This process will also include a parallel review by the CEC to ensure that the local ordinance also is in compliance with the Statewide regulations.

A very important but commonly overlooked step to drafting the ordinance is to consider the practical implementation in two areas: 1) targeted outreach and a customer support center and 2) information technology (IT) resources to manage, track and share results from the ordinance. TEC has hands-on knowledge in both of these areas and will use its experience to carefully craft specific language in the ordinance to ensure Brisbane can successfully manage the program after its adoption in Phase II. From our experience in AB 802 and numerous working groups across the U.S. on local ordinances, TEC also has the deep understanding of commonly asked questions that may arise during the evaluation and staff proposal development of the ordinance.

TEC anticipates the language to largely reflect a combination of the LA EBEWE ordinance, along with the recent AB 802 regulations. However, TEC proposes that Brisbane evaluate enhancements, such as the adoption of the federal Unique Building Identifier when creating a covered buildings roster, creating more specificity in the ENERGY STAR Portfolio Manager reporting requirements, considering the alignment with federal auditing and building rating tools for audit compliance pathways and the use of federal tracking tools that San Francisco and Berkeley are currently developing.

Another innovative element to consider developing another compliance pathway related to the audit ordinance. To make the audit compliance process more user friendly and to yield more accurate data, TEC will offer, at no cost, to create building energy models for every covered building in Brisbane using NREL's URBANopt² tool. This tool uses GIS building footprints and California Public Utilities Commission (CPUC) prototype building energy models to create "ready-to-use" energy models that can be shared with building owners. The owners would then receive the energy models, validate the uncertainty and calibrate the model with their benchmarking data. This approach is intended to be evaluated as an

² www.nrel.gov/buildings/urbanopt.html

innovative option to reduce the fiscal impacts to building owners and create up to 100% compliance with the audit requirements. The City of Brisbane can evaluate this approach, and decide if this, or a more traditional approach is a best fit for the City and its stakeholders.

Task 1.5: Prepare and Present Draft Ordinance to Council for Adoption

TEC's Oakland office and key project personnel will work closely with Brisbane's project staff to prepare for the "2x2" study session with two Council Members and two Open Space and Ecology Committee members to anticipate questions, concerns and recommendations for the draft ordinance. Part of this effort will be to facilitate one or more internal reviews, as well as a consultation with the CEC, San Francisco, Berkeley, Los Angeles other local jurisdictions in the U.S. and/or NGOs, such as the Institute for Market Transformation in the U.S., as desired by Brisbane to peer review the ordinance. After Brisbane's staff are confident in the ordinance language, TEC will facilitate a "2x2" session and integrate final modifications to the ordinance to gain staff support prior to full Council adoption.

Project Team

The Energy Coalition

The Energy Coalition (TEC) is a California-based 501(c)3 nonprofit with over 45 years of experience designing and implementing strategies that transform energy use, generate capital, and empower people to take responsible energy actions. As a social change organization, TEC helps create an abundant and healthy world by inspiring others to be architects of our sustainable energy future.

TEC focuses on the following four core service areas:

1. Program Design & Implementation
2. Education & Workforce Development
3. Marketing, Outreach & Engagement
4. Policy Leadership & Planning

TEC has a rich background helping communities and stakeholders adopt smart energy and water practices through creative marketing and outreach plans, communication strategies, community events and forums, interactive media and strategic partnerships. TEC is currently leading all outreach and facilitation of AB 802 data benchmarking efforts through a CEC funded project. TEC is providing education and resources for building owners and stakeholders about the existing mandates and steps needed to comply. TEC also currently leads the marketing, outreach, and engagement activities of the Southern California Regional Energy Network Public Agency Program. Moreover, TEC is currently leading all marketing and outreach efforts for Clean Power Alliance, the largest CCA in California. As a subcontractor in The Energy Upgrade in Los Angeles County Program, TEC designed and implemented the communications plan, market analysis, branding, engagement activities, and public relations for the residential portion of program.

TEC is also a leader in sustainability education. TEC's PEAK Student Energy Actions Program, which launched in 1975, is a comprehensive K-12 sustainability education and training program that has reached over 500,000 students in California. Another area in which TEC is also a recognized leader is the development of energy and regulatory policy. TEC leads energy and water policy development through

research, implementation of demonstration projects, policy white papers, and facilitation of statewide policy working groups.

TEC has a staff of over 50 people, with offices located in downtown Los Angeles, Irvine, Oakland, and San Diego, and is registered as a Social Enterprise with Los Angeles County. TEC has assembled an experienced and talented group of employees to perform the required work for the City of Brisbane's benchmarking ordinance.

Relevant Experience

California Energy Commission, AB 802 Outreach and Facilitation (2017 - Present)

As part of the California Energy Commission's AB 802 Outreach and Facilitation efforts, TEC is leading a team that has developed and provides educational resources, collateral, webinars, a help center and market analysis for building owners and stakeholders required to comply with California energy benchmarking mandates. A key part of TEC's role on this project is identifying buildings statewide that need to comply with benchmarking mandates.



Southern California Regional Energy Network (2013 - Present)

TEC designed and is implementing The Southern California Regional Energy Network (SoCalREN) Public Agency Program which, at no cost to agencies, identifies energy saving measures and works side-by-side with agency staff from project identification through construction to help accomplish energy efficiency projects. Services include start-to-finish project management support, portfolio-wide comparative energy analysis, benchmarking services leveraging Energy Star Portfolio Manager, technical assistance, access to financing, competitively bid specialty contractors, and transparent pricing and assistance with utility rebate processing. The Program is administered by the County of Los Angeles and funded by California utility ratepayers under the auspices of the CPUC and is available to more than 700 public agencies in Southern California. Under this contract, TEC coordinated and facilitated SoCalREN's Advisory Committee, chaired by the County of Los Angeles and made up of public agency stakeholders throughout Southern California. Currently SoCalREN serves 117 agencies.



Clean Power Alliance of Southern California (2018 - Present)

The largest Community Choice Aggregation program in the U.S. recently launched and TEC is providing all marketing and outreach services for the Clean Power Alliance of Southern California or Clean Power Alliance (formerly Los Angeles Community Choice Energy). In this project, TEC has conducted a full marketing campaign including brand and style development, development of a communications plan, website creation, customer notification and engagement collateral, social media, member agency communications coordination and more. The overall campaign seeks to inform and educate customers about the benefits of Clean Power Alliance.



Community Energy Partnership (2004 - 2017)

TEC led the development and subsequent implementation of the Community Energy Partnership (CEP) working with Southern California Edison (SCE) and the City of Irvine representing the first, pioneering Partnership city (then known as the Irvine Regional Energy Efficiency Initiative). The CEP grew into a pilot collaboration among eight Southern California cities, SCE, Southern California Gas Company (SCG) and TEC. Its mission was to build positive relationships among cities, energy consumers, and their serving utilities and to educate communities about sustainable and efficient energy practices. Through the CEP, cities and utilities collaborated to empower consumers to take responsibility for their energy use. The CEP was dedicated to providing energy efficiency knowledge and spreading awareness of services within the communities of its eight partner cities of Culver City, Brea, Corona, Irvine, Moreno Valley, San Bernardino, Santa Clarita and Santa Monica. The CEP served as the first Partnership model, which is now replicated statewide by all four Investor Owned Utilities.



Program Name: The North Orange County Cities Partnership (NOCC; 2015- Present) and Westside Energy Partnership (Westside; 2011 - Present)

TEC implements the NOCC and Westside Partnerships, a collaboration among Southern California cities, SCE, SCG, and The Energy Coalition. The mission of the programs is to build positive relationships among cities, energy consumers, and their serving utilities, and to educate communities about sustainable and efficient energy practices. TEC is dedicated to providing energy efficiency

knowledge and spreading awareness of services within the communities of its eleven partner cities which include Culver City, Santa Monica, Santa Clarita, Brea, Buena Park, Fullerton, La Habra, La Palma, Orange, Placentia and Yorba Linda.



Program Name: Energy Upgrade California, Los Angeles (2009 - 2013)

Energy Upgrade California™ is a statewide energy management initiative designed to help residents and small businesses learn the best ways to take action on their energy usage to save money and be more comfortable at home and at work. As a subcontractor, TEC led all marketing, outreach and engagement activities for Energy Upgrade California, Los Angeles.



Program Name: PEAK Student Energy Actions (1975 - Present)

TEC is the designer and statewide implementer of PEAK, a Workforce Education & Training program within the IOU Connections portfolio. PEAK is a comprehensive, standards-based environmental education program that empowers students to effectively and wisely manage their energy future.

PEAK promotes energy efficiency, demand response, water conservation renewable resources as well as environmental stewardship, greenhouse gas emissions reduction, and careers in sustainability. In partnership with all four IOUs (SCE, SCG, PG&E, SDG&E), as well as municipal utilities (LADWP, APU, SMUD) TEC serves over thirty thousand students and their educators each year.



Advanced Energy Community (2015 - 2018)

TEC is a key team member of a California Energy Commission project focused on developing an Advanced Energy Community (AEC) in a disadvantaged area within Los Angeles County to further sustainability and energy efficiency in the State. TEC is working to develop a zero net electricity community master plan that lays out a detailed plan to provide community participants with clean energy through solar PV and storage sites and lower energy costs through deep energy retrofits and financing options. Components of the AEC project include energy efficiency strategies, access to electric vehicles and enhanced mobility, potential for increased resiliency, improved standards of living and alleviation of local grid constraints. This project also demonstrates relevant experience developing communitywide plans and strategies and setting ambitious yet achievable goals.



Project Timeline and Budget

Below is the proposed timeline for each of the subtasks.

| Task | Feb | Mar | April | May | June | July | Aug | Sept |
|-----------------------------------|-----|-----|-------|-----|------|------|-----|------|
| Kick-off Meeting | | | | | | | | |
| Prepare Workshop Materials | | | | | | | | |
| Host Workshops | | | | | | | | |
| Draft Ordinance | | | | | | | | |
| Present to City Team | | | | | | | | |
| Study Session | | | | | | | | |
| Public Comment Period & Revisions | | | | | | | | |
| Ordinance Adoption | | | | | | | | |

TEC is requesting a total of \$92,000 to complete the proposed work, with \$4,000 coming in the form of expenses related to printing materials, travel to meetings and hosting community workshops. Fees represent TEC's indirect costs, such as overhead and administration. The tables below show a breakdown of the budget per task and the estimated labor hours for each task.

| | Labor | Fees | Expenses | Task Total |
|--------------|-----------------|-----------------|----------------|-----------------|
| Task 1.2 | \$3,990 | \$5,510 | \$500 | \$10,000 |
| Task 1.3 | \$14,700 | \$20,300 | \$2,500 | \$37,500 |
| Task 1.4 | \$14,700 | \$20,300 | \$500 | \$35,500 |
| Task 1.5 | \$3,570 | \$4,930 | \$500 | \$9,000 |
| Total | \$36,690 | \$51,040 | \$4,000 | \$92,000 |

| | Estimated Labor Hours | Expected Staff |
|----------|-----------------------|--|
| Task 1.2 | 65 | Marc Costa, Ivana Dorin, Rola Halawanji and Rachel Van Schoik |
| Task 1.3 | 250 | Marc Costa, Ivana Dorin, Rola Halawanji, Jake Anderson and Rachel Van Schoik |
| Task 1.4 | 200 | Marc Costa, Ivana Dorin and Rola Halawanji |
| Task 1.5 | 65 | Marc Costa, Ivana Dorin and Rola Halawanji |