

Memorandum of Understanding  
Between  
Center for Sustainable Energy  
and  
South Bay Cities Council of Governments

This Memorandum of Understanding (“MOU”) is dated as of July 27, 2017, by and between Center for Sustainable Energy (“CSE”), a California non-profit 501(c)(3), and South Bay Cities Council of Governments (“Recipient”), a Joint Powers Authority. CSE and Recipient are also referred to individually as (“Party”) and together as (“Parties”).

1. Purpose. The objective of this partnership is to build consumer awareness of the Residential Energy Efficiency Loan program by leveraging program messaging delivered by trusted community agencies.
2. Term. This MOU shall commence on the date first written above and shall terminate on **September 30, 2017** or when all funds have been distributed by CSE and received by the Recipient.
  - a. CSE may terminate this MOU without cause at any time and shall provide Recipient with at least five (5) days’ written notice of the effective termination date.
  - b. Recipient may terminate this MOU without cause by providing seven (7) days prior written notice of the effective termination date.
3. Project Description. The Recipient will help promote the statewide financing program known as the Residential Energy Efficiency Loan (REEL) program, which is administered by the California Hub for Energy Efficiency Financing (CHEEF). As a trusted messenger to California consumers within their sphere of influence, the Recipient will leverage the resources provided by CSE to help engage with consumers, help educate them on the value proposition of the REEL program, and find ways to help them contact a REEL Participating Lender or Approved Contractor when a consumer is interested in executing a home energy improvement and wish to explore ways to fund the project.

This project includes marketing, education and outreach (ME&O) best practices in order to help increase consumer absorption and retention of the program messaging in combination with the statewide media buy (digital, Pandora, YouTube, Facebook and search engine ads) occurring throughout the summer months.



4. Deliverables:

- a. Electronic marketing during the period of performance including:
  - i. At least two (2) E-blasts to member consumer lists promoting the value proposition of the REEL program.
  - ii. Newsletter article on REEL program provided on Recipient website or other high-traffic location to be determined by Recipient and approved by CSE.
- b. Social media campaign if applicable **about financing as a solution, REEL and Go Green Financing resources:**
  - i. A minimum of three (3) tweets.
  - ii. A minimum of two (2) Facebook posts.
  - iii. A minimum of **four (4) Instagram based upon attending three (3) consumer facing events.**
- c. In-person representation at **three (3) consumer** facing events that meet the following criteria:
  - i. Events must have a minimum of 200 attendees.
  - ii. Events must be staffed by a minimum of two (2) people.
  - iii. The CBO must complete **three (3) events before deadline of September 18, 2017<sup>1</sup>**
  - iv. Events must be identified and submitted (via email) for approval no less than three (3) business days prior to the date of event with the following information:
    1. Event Name
    2. Location/Address
    3. City
    4. County
    5. Zip code
    6. Date(s) of event
    7. Event time
    8. Approximate # of attendees
    9. Event description

5. Responsibilities:

- a. CSE shall:
  - i. CSE will conduct an on-line (webinar) training for all Recipient staff and a REEL Program Representative (PR) will be available to answer any questions throughout the Grant timeline as well as provide additional support.
  - ii. CSE will provide unlimited access to the newly revised “Trainenergyupgrade.com” website that has in-depth video training of the financing program in addition to an on-demand version of “Energy Conversations” aiming to improve CBO team member engagement with the public on financing as a solution.
  - iii. CSE will provide up to \$2,500 in outreach collateral and materials (cobranded collateral for outreach and engagement).

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<sup>1</sup> Potential period of performance to be extended until October 31, 2017.



- iv. All collateral will be cobranded with Recipient's organization and the CHEEF/REEL program.
  - v. High-resolution logo and name, web address, and phone number needs to be given at the time of collateral ordering.
  - vi. Collateral will be provided in the English language.
  - vii. Additional languages may be available upon request.
  - viii. CSE will provide templates, talking points, photographs, and newsletter articles for all electronic marketing campaigns and social media outreach initiatives.
- b. Recipient shall:
- i. Submit a REEL Event Summary Report within three (3) business days following the event using the template provided.
    1. All summaries must have at least two (2) pictures of the event with REEL collateral displayed.
  - ii. All summaries must include the following metrics:
    1. Total number of attendees (estimated).
    2. Total number of people spoken to.
    3. Total engagements on the REEL program specifically.
    4. Percentage of people engaged on REEL compared to people spoken to.
  - iii. Cobrand with the CHEEF/REEL marketing materials and represent the financing program as a trusted messenger.
  - iv. Discuss the differentiators between the REEL program and other unsecured financial products, HERO and California First examples of PACE Financing, credit cards, or secured loans including home equity loans or lines of credit.
6. Payment. CSE shall pay Recipient for Work rendered under this MOU for a not-to-exceed amount of \$10,000. Note: The additional \$2,500 for cobranded collateral will be deposited into your custom co-op marketing account and will be redeemable using credits through that platform. The additional \$2,500 is not redeemable for funding and will not be made available after the period of performance of this agreement. The total value of this MOU is \$12,500; however, only \$10,000 is payable to the Recipient.
7. Invoices and Invoice Schedule. Recipient shall invoice CSE on a monthly basis no later than the tenth (10<sup>th</sup>) day of the month for the Work performed under this MOU.
- a. Recipient must submit an IRS Form W-9 to CSE prior to receiving payment on the first invoice. If CSE does not receive the Form W-9, payment will be delayed until receipt. Recipient to submit the completed form via fax (858-244-1178) or mail to CSE, 9325 Sky Park Court, Suite 100, San Diego, CA 92123, Attn: Accounting Department. Invoices should be emailed directly to [David.Cohen@energycenter.org](mailto:David.Cohen@energycenter.org) for approval and processing following the timing defined within the table below.



- b. Approved invoices under \$10,000 shall be paid within thirty (30) days of CSE approval.
- c. The table below outlines the invoicing schedule for this MOU. The Metrics Tracking Sheet provided in Appendix A. CSE has the right to request additional documentation prior to issuing payment at any time. Payments will not be authorized until CSE approves the invoice and documentation provided.

TITLE	DESCRIPTION	AMOUNT
<b>1st Invoice – Net 10 days</b>	Invoice submitted upon execution of MOU and receipt of W-9.	<b>\$5,000</b>
<b>2nd Invoice – Net 30 days</b>	Invoice submitted upon completion of three (3) consumer events and verification of metrics reporting, photos, and completion of the reports and social media posts	<b>\$5,000</b>

8. General Provisions

- a. Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- b. This MOU, and any attached appendix or exhibit, represents the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- c. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remaining of the MOU shall continue in full force and effect.
- d. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be San Diego County, California.

TIMELINE	
<b>At contract execution</b>	<b>Place orders for all marketing materials.</b>
<b>Within 1 week of contract execution</b>	<b>Coordinate Training Webinar.</b>
	Launch Outreach efforts.
<b>September 18</b>	Outreach events concludes unless extension is granted through an MOU amendment.
<b>September 20</b>	Final invoices received.

[Signature page to follow]



9325 Sky Park Court  
Suite 100  
San Diego, CA 92123

main 858.244.1177  
fax 858.244.1178  
www.energycenter.org

IN WITNESS WHEREOF, the Parties have executed this MOU on the date first written above, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

South Bay Cities Council of Governments      CSE

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By: Kurt Weideman  
Its: Board Chair

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

## APPENDIX A: Key Performance Metrics Tracking Sheet

This form outlines the marketing metrics needed to be tracked regularly. Recipient will be required to complete this form and submit it to CSE via email by the 5<sup>th</sup> of each month.

Initiative	Activity	Total 2017	July	August	September (if applicable)
<b>Electronic Marketing</b>			Metrics should be per activity rather than a sum of all		
	E-blasts – # of recipients, Open rates, click-thru rates				
	Newsletter article - -- # of recipients, Open rates, click-thru rates				
<b>Social Media</b>					
	Facebook posts - # of recipients, # of likes, # of shares				
	Twitter posts - # of recipients, # of likes, # of retweets				
	Instagram posts - # of followers, # of likes, # of comments				
<b>Events</b>					
	Event 1 – Estimated total attendees, # of conversations at your table, # of collateral pieces given away, # of engagements with consumers on REEL specifically				
	Event 2 – Estimated total attendees, # of conversations at your table, # of collateral pieces given away, # of engagements with consumers on REEL specifically				
	Event 3 – Estimated total attendees, # of conversations at your table, # of collateral pieces given away, # of engagements with consumers on REEL specifically				

## APPENDIX B: PG&E NDA

THIS AGREEMENT is by and between \_\_\_\_\_ ("Consultant") \_\_\_\_\_, ("Undersigned") authorized employee of Consultant (together, Consultant and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") on the date set forth below. Undersigned and Consultant agree as follows:

1. The Recipient acknowledges that in the course of performing Work for PG&E, the Recipient will be given access to certain Confidential Information, which includes (a) Customer's account information and information relating to PG&E and/or Commission's facilities, equipment, processes, products, specifications, designs, records, data, software programs, customer identities, marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or customer information of PG&E (or any of the Utilities) obtained by Consultant in connection with this Contract, either during the term or prior to the term but in contemplation that Consultant will be providing the Work including, but not limited to a customer's energy usage and billing data, and data and matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, that is information owned by PG&E, one of the Utilities, or by a third party, and (c) PG&E Data as defined collectively, "Confidential Information"). Confidential information does not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Contract or any nondisclosure agreement or protective order.
2. In consideration of being made privy to such Confidential Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. The Recipient agrees that all such Confidential Information:
  - a. Shall be used only for the purpose of providing Work for PG&E; and
  - b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
  - c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned there from, be returned to PG&E when no longer needed for the performance of Undersigned's Work or services for PG&E.
3. The Recipient hereby agrees that any third parties owning any Confidential Information are express third party beneficiaries of this Agreement.



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Suite 100  
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4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.
  
5. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles

UNDERSIGNED

CONTRACTOR

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

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

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

Auth. Agent: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

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

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