



## CITY OF MARTINEZ

## CITY COUNCIL AGENDA March 5, 2014

**TO:** Mayor and City Council

**FROM:** Michael Chandler, Senior Management Analyst

**SUBJECT:** Agreement with Rising Sun and Martinez Unified School District for California Youth Energy Services Program

**DATE:** February 26, 2014

### **RECOMMENDATION:**

Approve a resolution authorizing the Interim City Manager to execute an agreement with Rising Sun Energy Center and the Martinez Unified School District for the California Youth Energy Services Program in Martinez. The Martinez Unified School District Board approved this agreement at its February 10, 2014 meeting.

### **BACKGROUND:**

The City and Martinez Unified School District (MUSD) are partnering with Rising Sun Energy Center for participation in the 2014 California Youth Energy Services (CYES) Program. Rising Sun is a residential program of the East Bay Energy Watch (EBEW) and has been running the CYES program since 2000. For seven weeks this summer, Rising Sun will hire eight Martinez youth ages 15 to 22 and train them as Energy Specialists to serve the Martinez community with free "Green House Calls." During each Green House Call, the Energy Specialists check each home for energy efficiency, install free energy and water-saving measures, and provide personalized recommendations for further savings.

CYES has two goals that set it apart from other youth programs. First, it provides direct-install energy and water efficiency services to the community at no cost, with a focus on hard-to-reach households. These households include:

- Non-English speakers
- Renters
- Moderate Income Households
- Multi-family Dwellings
- Senior Citizens

The second goal of the CYES program is to provide eight local youth a paid workforce development opportunity. These paid internships align well with MUSD's vision for promoting the social, economic and environmental benefits of green programs, such as the Environmental Studies Academy/New Leaf Sustainable Living Collaborative.

Rising Sun will conduct a youth and manager recruitment campaign in the early spring, and simultaneously begin marketing and outreach to residents, in order to build a waitlist of residents interested in receiving the Green House Calls. The Martinez site office will be set up in June to coincide with program training and implementation prior to commencement of the Green House calls. Program close out and reporting will occur from August to November 2014.

City staff has been coordinating with MUSD and Rising Sun to finalize the attached three-party agreement and Exhibit A (Statement of Work). Under the agreement, Rising Sun is responsible for administering and managing the CYES program in Martinez. The City is responsible for paying Rising Sun a \$20,000 participant contribution, and securing water conservation hardware for the Green House Calls (to be provided by partner organization Contra Costa Water District). MUSD's responsibility under the agreement will be to provide suitable office space and equipment at the Martinez Adult School for approximately 3 months (June 1, 2014 – August 22, 2014).

**FISCAL IMPACT:**

The City has secured \$17,000 of the \$20,000 total commitment from outside sources to fund the program (\$10,000 from Shell, \$5,000 from Republic Services, and \$2,000 from MUSD). The final \$3,000 will be provided by the City through its Special Revenue Recycling Fund Account 2900202-5300.

**ACTION:**

Motion to approve a resolution authorizing the Interim City Manager to execute an agreement with Rising Sun Energy Center and the Martinez Unified School District for the California Youth Energy Services Program in Martinez.

Attachments:

Resolution

Agreement

Exhibit A Statement of Work

**APPROVED BY:**

  
Interim City Manager

RESOLUTION NO. -14

**AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH RISING SUN ENERGY CENTER AND THE  
MARTINEZ UNIFIED SCHOOL DISTRICT FOR THE  
CALIFORNIA YOUTH ENERGY SERVICES PROGRAM IN MARTINEZ**

**WHEREAS**, Rising Sun Energy Center ("Rising Sun") is a Bay Area nonprofit workforce development organization which promotes local resource conservation via a young adult employment program called California Youth Energy Services ("CYES"); and

**WHEREAS**, Rising Sun offers services such as employing and training members of the youth community to perform community outreach to provide energy and water conservation assessments and installations to local residents at no cost to the customer; and

**WHEREAS**, Rising Sun operates these services through setting up satellite CYES site offices in cities that wish to obtain the services of the CYES program at the cost of the operation of the satellite office located within the city; and

**WHEREAS**, the City of Martinez ("City") applied for and was selected as a participating agency for the CYES Program by Rising Sun; and

**WHEREAS**, the Martinez Unified School District ("MUSD") wishes to provide the site of the satellite office in the City in order to help facilitate youth participation in the CYES program; and

**WHEREAS**, City, Rising Sun, and MUSD wish to enter into a consolidated agreement ("Agreement") that will establish the terms and conditions of the CYES program being sited and operated within the CITY; and

**WHEREAS**, the City, as lead partner agency, agrees to provide CYES program funding to Rising Sun in the amount of twenty thousand dollars (\$20,000.00), and certain in-kind contributions such as water conservation hardware; and

**WHEREAS**, MUSD agrees to provide Rising Sun in-kind office space and equipment necessary to effectively run the CYES Program in Martinez; and

**WHEREAS**, Rising Sun will provide City and MUSD management and operation of the CYES Program in Martinez, as is more properly described in Exhibit A to the Agreement entitled, "Rising Sun Energy Center California Youth Energy Services City of Martinez Statement of Work."

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Martinez hereby authorizes the Interim City Manager to execute an Agreement between the City of Martinez, Martinez Unified School District and Rising Sun Energy Center.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 5<sup>th</sup> day of March, 2014, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK  
CITY OF MARTINEZ

**AGREEMENT BETWEEN CITY OF MARTINEZ,  
MARTINEZ UNIFIED SCHOOL DISTRICT  
AND RISING SUN ENERGY CENTER**

This Agreement is made on \_\_\_\_ day of March, 2014, by and between the CITY OF MARTINEZ (“CITY”), a municipal corporation, MARTINEZ UNIFIED SCHOOL DISTRICT (“MUSD”), a school district, and RISING SUN ENERGY CENTER (“RISING SUN”), a non-profit entity.

**RECITALS**

WHEREAS, RISING SUN is a Bay Area nonprofit workforce development organization which promotes local resource conservation via a young adult employment program called California Youth Energy Services (“CYES”); and

WHEREAS, RISING SUN offers services such as employing and training members of the youth community to perform community outreach to provide energy and water conservation assessments and installations to local residents at no cost to the customer; and

WHEREAS, RISING SUN operates these services through setting up satellite CYES site offices in cities that wish to obtain the services of the CYES program at the cost of the operation of the satellite office located within the city; and

WHEREAS, MUSD wishes to provide the site of the satellite office in the CITY in order to assist the youth community in participating in the CYES program; and

WHEREAS, CITY, RISING SUN, and MUSD wish to enter into a consolidated agreement that will establish the terms and conditions of the CYES program being sited and operated within the CITY.

**WITNESSETH**

NOW, THEREFORE, CITY, MUSD, and RISING SUN hereby mutually covenant and agree to the following:

1. RISING SUN shall provide CITY with a CYES program, as specifically described in the Statement of Work entitled “Exhibit A Rising Sun Energy Center California Youth Energy Services City of Martinez Statement of Work” which is attached hereto as Exhibit “A” and incorporated by reference herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit “A” or Appendix A, the Agreement shall prevail.
2. CITY shall provide RISING SUN water conservation hardware, as specifically described in the “Water Measures” section of “Appendix A In-Kind Contributions” which is attached hereto as “Appendix A” to Exhibit “A” and incorporated by reference herein.

3. MUSD shall provide RISING SUN office space in accordance with the terms of the "Site Office Space" section of Appendix "A" to Exhibit "A", in order for RISING SUN to provide the CYES program services described by Exhibit "A" to the CITY, and, in addition, MUSD shall provide all other in-kind contributions described by Appendix "A" with the exception of "Water Measures", which shall be provided by the CITY in accordance with section 2 above. This Agreement may not be construed to be a lease or agreement for letting of facilities. MUSD shall permit RISING SUN to enter and utilize the MUSD office space entirely free of rent or any other charge. RISING SUN shall at all times comply with the reasonable directions of MUSD in utilizing the MUSD office facilities described by Appendix "A". MUSD shall be solely responsible for its own costs of providing all in-kind contributions (including office space and facilities) under this Agreement and shall not be entitled to any reimbursement of its costs from any party to this Agreement. MUSD has agreed to fund \$2,000 of the total \$20,000 commitment to CYES, in addition to the aforementioned in-kind program support as indicated on Appendix A. The \$2,000 contribution from MUSD shall be paid directly to the City of Martinez, from the district's unrestricted general fund. The City shall, in turn, pay Rising Sun the full \$20,000 amount as stipulated in this agreement.

4. CITY agrees that it shall pay RISING SUN the amount of \$20,000 (twenty thousand dollars) for the services being provided by RISING SUN under this Agreement. Payment shall be made in accordance with the "Payment Schedule" section of Exhibit "A". The amount stated by this section shall constitute the sum total monetary compensation to be paid by CITY to any party for provision of services and/or in-kind contributions under this Agreement, including the provision of office space, equipment, supplies, materials, or labor under this Agreement.

5. The status of RISING SUN is that of an independent contractor operating, having control of his/her work and the manner in which it is performed. RISING SUN is not considered to be an officer, an employee, or an agent of CITY nor MUSD, nor shall it hold itself out as, or represent that it is, an officer, employee or agent of CITY or MUSD. RISING SUN is required to obtain a business license with the CITY. A copy of the business license application is included as Exhibit C.

6. RISING SUN agrees that it has not employed or retained any company or person, other than a bona fide employee working solely for RISING SUN, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for RISING SUN, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul and cancel this Agreement without liability of any sort and/or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be endorsed by RISING SUN and delivered to and become the property of the CITY with the exception of proprietary/copyrighted information (as in agreements or software services). In addition, data prepared or obtained under this Agreement shall be made available upon request, to the City. The foregoing

notwithstanding, said documents, plans, etc., which are site specific for the subject project shall not be used for any other work without the consent of RISING SUN.

RISING SUN and its subconsultants shall keep and maintain full and complete documentation and accounting records, including all records, employees' time sheets and correspondence pertaining to this Agreement. RISING SUN shall make such documents and records available for review and/or audit evaluation by representatives of the CITY at all reasonable times during the contract period and for at least four (4) years from the date of final payment. Upon written request by the CITY, RISING SUN shall provide the CITY with copies of all pertinent reports and correspondence.

7. RISING SUN shall provide properly skilled professional and technical personnel to perform all services under this Agreement. RISING SUN shall not engage the services of any person or person now employed by the CITY, except with the written permission of the CITY. Except as otherwise provided herein, RISING SUN shall not assign or sublet any portion of the services to be performed under this Agreement without the prior written consent of the CITY. Said consent may be withheld with or without reasons. In the event that the CITY, in writing, approves any assignment or subletting of this Agreement or the retention of sub-consultants by RISING SUN, RISING SUN shall provide to the CITY copies of each and every sub-consultant contract prior to the execution thereof by RISING SUN and sub-consultant.

8. RISING SUN shall comply with all Federal, State and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

9. CITY has relied upon the professional ability and training of RISING SUN as a material inducement to enter into this Agreement. RISING SUN shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that payment for or acceptance of RISING SUN's work by CITY shall not operate as a waiver or release. RISING SUN shall indemnify and hold harmless the CITY from and against any and all claims or expenses caused or occasioned directly or indirectly by RISING SUN's failure to so perform.

#### 10. INDEMNIFICATION.

A. RISING SUN assumes all responsibility for damages to property or injury or death to persons caused by the performance, errors or omissions of RISING SUN and its agents or employees. To the extent permitted by law, RISING SUN shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including RISING SUN from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of RISING SUN, its employees and agents hereunder and regardless of CITY's passive negligence. CITY agrees

to provide RISING SUN with reasonable notification of legal claims and/or lawsuits which CITY may receive and for which CITY will request indemnification under this Section.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable for or for RISING SUN under Workers' Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by RISING SUN.

B. RISING SUN assumes all responsibility for damages to property or injury or death to persons caused by the performance, errors or omissions of RISING SUN and its agents or employees. To the extent permitted by law, RISING SUN shall indemnify, hold harmless, release and defend MUSD, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including RISING SUN from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of RISING SUN, its employees and agents hereunder and regardless of MUSD's passive negligence. MUSD agrees to provide RISING SUN with reasonable notification of legal claims and/or lawsuits which MUSD may receive and for which MUSD will request indemnification under this Section.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable for or for RISING SUN under Workers' Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by RISING SUN.

C. To the extent permitted by law, CITY shall indemnify, hold harmless, release and defend MUSD, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CITY from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CITY, its employees and agents, except to the extent that such injury or damage arises out of the active negligence or willful acts of MUSD, its officers, employees or agents. MUSD agrees to provide CITY with reasonable notification of legal claims and/or lawsuits which MUSD may receive and which MUSD will request indemnification in under this paragraph.

D. To the extent permitted by law, MUSD shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including MUSD from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of MUSD, its employees and agents, except to the extent that such injury or damage arises out of the active negligence or willful acts of CITY, its officers, employees or agents. CITY agrees to provide

MUSD with reasonable notification of legal claims and/or lawsuits which CITY may receive and which CITY will request indemnification in under this paragraph.

## 11. RISING SUN INSURANCE COVERAGE.

Without limiting RISING SUN's indemnification provided hereunder, RISING SUN shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the CITY, the following policies of insurance with a Best rating of no less than A-VII.

- a. Workers' Compensation insurance to cover its employees, and RISING SUN shall require all sub-consultants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the sub-consultant's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the CITY and MUSD.

In the event any class of employees engaged in hazardous work under the Contract is not protected under Workers' Compensation Statutes, RISING SUN shall provide, and shall cause all sub-consultants to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to CITY and MUSD and shall provide that it will not be canceled without first giving thirty (30) days notice to the CITY and MUSD.

RISING SUN's Worker's Compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY and MUSD, their officers and employees when acting within the scope of their appointment or employment."

- b. Commercial general liability insurance including personal injury and property damage insurance for all activities of RISING SUN and its sub-consultants arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, x, c, u hazards, subcontractors named as additional insureds (inapplicable if no subcontractors or subconsultants), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than two million dollars (\$2,000,000) combined, single limit personal injury and property damage for each occurrence. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY. The commercial general liability policy shall be endorsed with the following language:

- (1) The CITY OF MARTINEZ and MARTINEZ UNIFIED SCHOOL DISTRICT are named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insureds, their officers, agents and employees

against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- (3) The insurance provided herein is primary and no insurance held or owned by the CITY OF MARTINEZ or MARTINEZ UNIFIED SCHOOL DISTRICT shall be called upon to contribute to a loss.
- (4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the CITY of MARTINEZ and MARTINEZ UNIFIED SCHOOL DISTRICT.

12. During the term of this Agreement, the CITY and MUSD shall each provide commercial general liability and property damage coverage or its equivalent with a single limit of two million dollars (\$2,000,000). Each party shall name the other and its officers, officials, employees, and volunteers as additional insured on all said insurance carried by each for the life of this Agreement and shall annually furnish the other with written proof of said coverage. Upon request each party shall be given a copy of the other party's applicable insurance policies. Each party shall be provided written notices of cancellation or material change in coverage 30 days prior to cancellation or change in coverage.

13. The CITY shall furnish RISING SUN, to the extent that they are available, CITY standards, details, specifications, and regulations applying to the Project and other such information which may be helpful to RISING SUN in performance of its service. Any and all additional data necessary for design shall be the responsibility of RISING SUN.

14. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY within its sole discretion upon written notice to RISING SUN and MUSD. MUSD may terminate this Agreement upon thirty (30) days' written notice to RISING SUN and CITY only for good cause, including destruction or loss of premises or material breach of this Agreement by RISING SUN or the CITY. RISING SUN may terminate this Agreement upon thirty (30) days' written notice to the CITY only for good cause, including without limitation, RISING SUN's serious illness or material breach of this Agreement by the CITY. RISING SUN's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the CITY, become its sole property and shall, at RISING SUN's expense, be delivered to the CITY or to any party the CITY may so designate. In the event of termination by RISING SUN, RISING SUN shall only be compensated for all work RISING SUN satisfactorily performs prior to the time CONSULTANT delivers to the CITY the termination notice, unless other arrangements are agreed to by the CITY. In the event of termination by the CITY or MUSD, RISING SUN shall be compensated for all work satisfactorily performed prior to the time RISING SUN receives the termination notice, and shall



If to MUSD: Superintendent  
Martinez Unified School District  
921 Susana Street  
Martinez, CA 94553

If to RISING SUN Director, Youth Programs  
Rising Sun Energy Center  
2998 San Pablo Avenue  
Berkeley, CA 94702

20. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Contra Costa.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written in the CITY OF MARTINEZ, California.

CITY OF MARTINEZ

Dated: March \_\_\_\_, 2014

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

MARTINEZ UNIFIED SCHOOL DISTRICT

Dated: March \_\_\_\_, 2014

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

RISING SUN ENERGY CENTER

Dated: March \_\_\_\_, 2014

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

APPROVED AS TO FORM

By \_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
School District Legal Counsel

By \_\_\_\_\_  
Attorney for Rising Sun Energy Center

Attachments:

Exhibit A: Statement of Work

Appendix A: In-Kind Contributions

Exhibit B: Proof of Required Insurance

Workers' Compensation Insurance

Commercial General Liability Insurance

Commercial General Liability – Auto Insurance

Exhibit C: Business License Application



## **Exhibit A**

### **RISING SUN ENERGY CENTER CALIFORNIA YOUTH ENERGY SERVICES City of Martinez STATEMENT OF WORK**

The purpose of this Statement of Work is to outline the planning, coordination, and implementation of the California Youth Energy Services (CYES) program in the City of Martinez. This Statement of Work will be integrated into a formal contract between Rising Sun Energy Center and the City of Martinez, to be signed by both parties no later than February 1, 2014.

Rising Sun will use all reasonable effort to meet the requirements of this Statement of Work.

#### **SCOPE OF WORK**

Rising Sun Energy Center (Rising Sun) is a Bay Area nonprofit workforce development organization established in 1994. Since 2000, Rising Sun has promoted local resource conservation via a young adult employment program, California Youth Energy Services (CYES). As the residential program arm of the East Bay Energy Watch partnership, the CYES program trains and employs young adults ages 15-22 to provide energy and water conservation assessments and installations to local residents at no cost to the customer. This service, called a Green House Call, is offered to both homeowners and renters, and checks homes for efficiency, installs equipment, and provides personalized recommendations for further savings.

Rising Sun operates the CYES program by setting up satellite CYES site offices in partner cities. Youth Energy Specialists are hired locally from the partner city/region and serve the local community. The average total cost of running of a CYES satellite office is approximately \$120,000 per site. This cost includes youth salaries, manager salaries, site set-up and breakdown, outreach and marketing, equipment and materials, transportation, planning, coordination, and all overhead costs (budget breakdown outlined in Appendix B).

Rising Sun will run and manage a California Youth Energy Services program site office in the City of Martinez during the 2014 summer season. Rising Sun will execute the CYES program in Martinez in three phases: Design and Planning, Training and Implementation, and Closing and Reporting.

#### **Period of Performance**

Rising Sun will execute the Scope of Work from February 2014 to November 2014 in three phases: Design and Planning, Training and Implementation, and Closing and Reporting.

## **Location of Work**

The Martinez site office will be set up in a suitable office/classroom space identified and secured by the Martinez Unified School District. The details regarding site requirements are further outlined in Appendix A. Youth Energy Specialists will be based out of the CYES site office, and will perform field work in local residents' homes.

## **WORK SCHEDULE**

### **Program Design and Planning: February - May 2014**

Upon finalizing the contract, Rising Sun will begin program planning and design. Rising Sun will also launch its community marketing and outreach campaign to generate a waitlist of residents for the summer. In order to meet outreach and recruitment goals, a contract should be in place no later than February 19, 2014. Rising Sun will also conduct a youth and manager recruitment campaign in the spring, as well as site office setup. Rising Sun will set up the Martinez site office in late May and early June. Access to the office space and keys will be given to Rising Sun by May 15 to ensure timely set-up. Program design and planning includes:

- Marketing and outreach to community renters and homeowners
- Youth recruitment and hiring
- LIFT recruitment and hiring
- Manager recruitment and hiring
- Inventorying and purchasing of tools, equipment, and materials
- Preparation of outreach and audit forms
- Site set-up (IT, etc.) and distribution of tools, equipment, and materials

### **Program Training and Implementation: June - August 2014**

CYES program implementation begins with training. Rising Sun will conduct week-long Manager and LIFT trainings, followed by a week-long youth training. Youth Energy Specialists will conduct field work for six weeks following training. Program training and implementation includes:

- Manager Training (one-and-a-half-week training)
- Youth Training (one-week training)
- LIFT Training (one-week training, plus two-day orientation)
- Program Implementation (six weeks of field work/Green House Calls)

### **Youth Energy Conservation Services**

CYES Energy Specialists perform Green House Calls that provide renters and homeowners with free energy and water conservation assessments, equipment installation, and education. Because the equipment installed does not alter the infrastructure of a home, renters are eligible for CYES services. The CYES program serves single-family, 2-4plex, and multi-unit dwellings.

A CYES Green House Call consists of:

- A walkthrough energy assessment of the house with the client, looking for energy- and water-saving opportunities
- Direct installation of free energy and water saving measures; for example:
  - Efficient-flow faucet bath and kitchen aerators
  - Efficient-flow showerheads
  - Screw-in compact fluorescent lamps (CFLs)
  - Retractable clotheslines in qualifying homes, or a power strip
  - Fluorescent floor lamps, in exchange for halogen floor lamps
- Checking for adequate attic insulation, pipe insulation, and a hot water heater blanket
- Testing gallon per minute (GPM) flow rate tests on all feasible shower, kitchen, and bathroom water fixtures
- Assessment of toilets for leaks and flush volume
- Assessment of refrigerator and water heater temperature settings
- Collection of irrigation information
- Energy and water conservation education, including personalized recommendations
- Customized report to the client documenting work completed and ways to further capture energy savings after the CYES appointment

#### **Program Close and Reporting: August–November 2014**

The reporting process begins in late August, after all CYES sites have been properly closed down, and continues through November. Due to the large amount of data collected across CYES cities, the data analysis and translation process takes 2-3 months to complete. Final reports will be distributed to partner cities no later than November 15, 2014. Program close and reporting includes:

- Site breakdown and closeout (by August 15, 2014)
- Data analysis and translation
- Create city reports
- Distribution of all reports

### **DELIVERABLES AND OUTCOMES**

#### **Design and Planning: February - May 2014**

- Develop program structure and work schedule
- Recruit and hire 8 Martinez area youth at \$9.00-\$10.00 per hour
- Recruit and hire two summer CYES Managers to supervise youth and conduct local outreach (may not be from the City of Martinez)
- Recruit and hire one LIFT (Leader-in-Field-Training) Energy Specialist; a LIFT must be returning Energy Specialists and may not be from the City of Martinez
- Execute client recruitment plan to build waitlist of residents interested in receiving Green House Calls
- Identify a program location space from local partners (City of Martinez responsibility)
- Network with local partner organizations for outreach

- Solicit and partner with local water district/dept. to secure water measure donations needed for program (showerheads, kitchen aerators, bathroom aerators, water flow bags, toilet dye tablets, and pressure gauges; spray hose nozzles if available)
- Host two-day LIFT orientation

#### **Program Training and Implementation: June -August 2014**

- Site setup
- Implement a one-and-a-half-week technical training for CYES Managers
- Implement a one-week technical and professional training for LIFT employees
- Implement a one-week technical and professional training for youth Energy Specialist employees
- Provide 200 local residents of the City of Martinez and surrounding areas with energy and water conservation education and free hardware installation
- Provide ongoing professional development training to youth
- Conduct continuous in-field quality control through ride-alongs, drop-in visits, and client follow-up calls
- Assist Martinez in reaching its Climate Action Plan goals

#### **Program Close and Reporting: August – November 2014**

- Move out of and close-out site office by August 22, 2014
- Generate and distribute a final City report for Martinez no later than November 15, 2014; the report will include:
  - Number of homes served
  - Number of each measure installed
  - Total energy and water savings
  - Total number of youth hired
  - Percentage of renters served
  - Percentage of low-moderate income households served
  - Breakdown of client demographics

#### **PAYMENT SCHEDULE**

The following agreed upon contributions by the City of Martinez are necessary for the implementation and execution of this outlined Statement of Work.

- Contribution of \$20,000 in funding per a fixed-rate contract:
  - Rising Sun will submit an invoice for \$10,000 by May 1, 2014 for program design and planning
  - Rising Sun will submit an invoice for \$10,000 by August 31, 2014 for program implementation
  - Both payments will be made in full within 30 days upon receipt of the invoice
- In-kind contributions as described in Appendix A

## **APPENDIX A**

### **In-Kind Contributions**

#### **Site Office Space**

- A suitable donated location has been identified and secured by the Martinez Unified School District. This location is Room 16 of the Martinez Adult Education Center, 600 F. Street, Martinez, CA.
- Rising Sun will be given keys and full access to site by June 1, 2014.
- Rising Sun will need full, exclusive access from June 1, 2014 to August 22, 2014, Monday through Friday, from 9:00am to 7:30pm.
- Extended-hour access will likely be needed on two evenings during the summer
- The site office will need to be secured to store office materials, equipment, and tools
- The space must minimally be 600 sqft; comfortable for 11-13 people to work in (8-10 youth, 1 LIFT Energy Specialist, and 2 Managers)
- High-speed internet service for three computers
- 2-3 computers and 2-3 printers are requested for exclusive Rising Sun use
- Site office must have cell phone reception
- Site office must have access to bathrooms
- Site office must be in a safe area and office/building/site itself must be safe
- Easy access to free parking
- Easy access to densely-populated residential neighborhoods
- The following furniture is requested:
  - 3 desks (or tables for computer stations),
  - One large conference table or smaller student desks for training (9 people)
  - 1 additional larger table or space for storing outreach materials, collateral, paperwork, etc.
  - 11 chairs

#### **Water Measures**

- Donation of water conservation hardware for installation in the CYES site area, including: showerheads, kitchen aerators, bathroom aerators, water flow bags, pressure gauges, and toilet dye tablets, as well as spray hose nozzles, if available (*does not apply to cities within EBMUD or ACWD territory*)

#### **Other**

- Commitment to assist with resident/constituent outreach in the form of city bill inserts, newsletters, and permissions or permits to outreach on city and public property
- Provision of connections to youth organizations, schools, and community colleges for youth recruitment
- Provision of local connections for CYES Manager recruitment

**APPENDIX B**  
**CYES Martinez Site General Budget**

<b>MARTINEZ</b>	<b>City Expenses</b>	<b>Leveraged Expenses</b>	<b>Total</b>	<b>City Percent of Total</b>
<b>Permanent Salaries</b>	\$ -	\$ 39,445.00	\$ 39,445.00	0%
<b>Youth Energy Specialist Salaries</b>	\$ 3,420.00	\$ 11,476.00	\$ 14,896.00	23%
<b>Manager Salaries</b>	\$ 12,000.00	\$ 900.00	\$ 12,900.00	93%
<b>LIFT Salary</b>	\$ 2,916.00	\$ -	\$ 2,916.00	100%
<b>Operating Expenses</b>	\$ -	\$ 19,403.00	\$ 19,403.00	0%
<b>Materials and Equipment</b>	\$ 1,664.00	\$ 6,592.00	\$ 8,256.00	20%
<b>Administrative and Indirect Expenses</b>	\$ -	\$ 24,454.00	\$ 24,454.00	0%
<b>TOTAL</b>	<b>\$ 20,000.00</b>	<b>\$ 102,270.00</b>	<b>\$122,270.00</b>	<b>16%</b>

**Budget Notes – City Expenses:**

- Youth Energy Specialist Salaries: training hours
- Materials and Equipment: power strips and clotheslines