

GRANT AGREEMENT NO.

This is Grant Agreement (“Agreement”) is between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR”) and Earth Advantage (OR “GRANTEE”) in an amount not to exceed \$21,000.00. This Agreement may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

RECITALS:

- A. The world's leading scientists consistently conclude that climate change caused by human emission of greenhouse gases is among the most significant problems facing the world today and potentially poses the greatest economic, environmental, and social challenge of the 21st century.
- B. The immediate economic benefits of climate solutions are often significant, including energy efficiency savings and job creation, while long term climate stabilization can prevent irreparable harm from catastrophic impacts of climate change.
- C. The State of Oregon has established a goal to reduce greenhouse gas emissions to 75 percent below 1990 levels by 2050.
- D. The City of Portland established a goal to reduce carbon emissions 80 percent below 1990 levels by 2050 (Resolution No. 36548), and the 2009 Climate Action Plan (Resolution No. 36748) and 2015 Climate Action Plan (Resolution No. 37135) include a 2030 Objective to reduce the total energy use of all buildings built before 2010 by 25 percent.
- E. Buildings are the largest source of carbon emissions in Portland, and the 2009 and 2015 Climate Action Plans included actions to require energy performance disclosure for residential and commercial buildings.
- F. In 2015, City of Portland established a requirement for commercial energy performance reporting. Ordinance No. 187095. By April 2017, 80 percent of Portland's commercial building square footage will be publicly reporting energy performance.
- G. Voluntary programs to support the use of home energy ratings have been in place since 2008. While these programs have helped establish an industry trained and able to provide performance ratings, have resulted in fewer than two percent of Portland homes with energy scores.
- H. In December 2016, the City of Portland established the Home Energy Score program (Ordinance No. 188143). The Home Energy Score program requires sellers of single family dwellings to obtain a Home Energy Performance Report from a State Licensed Home Energy Assessor and to disclose the energy information in real estate listings and to prospective buyers who visit the home while it is listed publicly for sale.
- I. In March 2017, the Bureau of Planning and Sustainability issued a Request for Interest (RFI), seeking private-sector partners to support the implementation of the Home Energy Score program. BPS selected Earth Advantage to fulfill the implementation partner role.

BACKGROUND:

The Home Energy Score program (Ordinance No. 188143) requires that Home Energy Performance Reports include a U.S. Department of Energy (DOE) Home Energy Score. As a condition of using the Home Energy Score, DOE requires the City to identify a local implementation partner or partners.

To implement Portland's Home Energy Score Ordinance, the CITY will assume the role of US DOE Home Energy Score partner by signing the Home Energy Score Partnership Agreement for Participating Organizations (Exhibit A).

The GRANTEE will fulfill specific elements of the Home Energy Score Partnership Agreement on behalf of the CITY, and otherwise assist the CITY in achieving the performance specifications in the Partnership Agreement. This Agreement describes the roles and responsibilities of the CITY and GRANTEE in implementing the Home Energy Score program.

AGREED:

I. CITY OF PORTLAND ROLES AND RESPONSIBILITIES

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the role of Grantor, the CITY agrees to perform the following actions:

- A. Staffing:** CITY will contribute staff support, including dedicated program staff time from the Bureau of Planning and Sustainability (BPS) of about 1.5 FTE for program design and implementation. BPS's communications and technical services teams (including graphics, GIS, web and database development) will provide additional staffing support.
- B. Program planning:** CITY will collaborate with GRANTEE on all aspects of program planning, including tracking project milestones and timelines, convening project meetings, coordination with other public agencies and coordination on all elements of GRANTEE's roles and responsibilities.
- C. City Council and Agency Rulemaking:** CITY will be solely responsible for presentations to City Council and agency rulemaking on the Home Energy Performance Report and other regulatory aspects of program implementation. CITY will rely on collaboration with GRANTEE for data and other deliverables necessary for these activities.
- D. Contract oversight and monitoring:** CITY will be primarily responsible for the partner relationship with US DOE, which includes oversight of the DOE Partner Agreement and of GRANTEE. This includes final approval, access and review of GRANTEE practices, processes, and technology resources as they relate to the US DOE Partner Agreement.
- E. Communications and outreach:** For the Home Energy Score program, CITY will be responsible for all communications and outreach campaigns, other than the training programs offered by GRANTEE. This includes development of program branding and marketing and outreach campaigns, development and final approval of collateral or other communications material.
- F. Customer service and complaint resolution support:** The City will staff a telephone

hotline to provide customer support services in regards to compliance with Portland City Code Chapter 17.108. The City and GRANTEE will jointly develop final complaint resolutions procedures. The City will monitor complaint resolution issues that arise in terms of the overall integrity of the Home Energy Score program and enforcement of the US DOE Partner Agreement.

- G. Funding:** CITY agrees to pay GRANTEE \$21,000 for services provided, as described in Section IV of this Agreement. The grant funding will provide the City with key services to fulfill specific elements of the US DOE Home Energy Score Partnership Agreement and to ensure a successful program implementation, including:

Ongoing Service Provided to City	Grant Funding Awarded
On call tech support for Home Energy Assessor SIM training	\$6,000.00
Mentorship for Home Energy Assessors on quality assurance	\$10,000.00
Home Energy Assessor In-Field Quality Assurance checks	\$2,000.00
Homebuilder Training	\$3,000.00

II. EARTH ADVANTAGE ROLES AND RESPONSIBILITIES

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

- A. Program planning:** GRANTEE will provide CITY with implementation planning activities for a quick ramp-up to achieve 2017 pilot scoring and report generation in preparation for a full roll-out on January 1, 2018.
- B. Assessor network management and onboarding:** GRANTEE and their partners shall manage Portland's Home Energy Assessor network, including recruitment and onboarding of Home Energy Assessors (HEAs). Recruitment will focus on individuals with building science backgrounds, home inspection professionals, and those from historically disadvantaged and underrepresented communities. GRANTEE shall work with project partners, such as with the Home Performance Guild on outreach and peer-to-peer support of new HEAs. GRANTEE shall coordinate directly with staff at the Oregon Department of Energy (ODOE) to verify the qualifications of HEAs prior to their acceptance into the program. To help expedite onboarding to a broad and diverse population, GRANTEE shall offer in-person and on-call support for the required DOE HES Simulation (SIM) training. The City and GRANTEE will jointly develop final complaint resolutions procedures. GRANTEE shall be responsible for evaluating disputes, including documentation and reporting of issues in writing to CITY and including recommendations to CITY how those issues should be resolved. In addition, GRANTEE shall be responsible for HEA enforcement actions that may result from an escalated complaint, such as removing an HEA from the network.
- C. Quality assurance:** GRANTEE shall be the exclusive Quality Assurance Provider (QA Provider) for Portland's Home Energy Score program. The purpose of quality assurance is to ensure consistent scoring practices across all qualified HEAs. In the role as the QA Provider, GRANTEE shall manage the systems, processes, and tools intended to eliminate assessor confusion, energy scoring inconsistencies, and reporting inefficiencies.

In partnering with BPS, GRANTEE streamline processes and reduce complexity to ensure that the risks associated with an expedited launch timeframe and significant energy scoring volume are reduced. The components to a robust quality assurance program includes: mentoring, in-field and remote QA, and data analysis. GRANTEE will authorize qualifying HEAs to provide 3rd party mentoring services to other HEAs. GRANTEE shall meet US DOE's baseline QA requirements while also implementing best practices based on prior program experience and through past and ongoing discussions with US DOE staff. As the QA provider, GRANTEE shall review, monitor, supervise, and guide HEAs to identify and correct non-conformities of the Home Energy Score. This will be done while also seeking to minimize intrusion with homeowner clients and through support of a dispute resolution processes that provides timely responses to consumers. The GRANTEE will strive to balance disciplinary action with supportive learning in all assessor interactions.

- D. Compliant Report Generator:** GRANTEE shall provide BPS with the use of a software solution called Green Building Registry (GBR), GBR includes an HB2801 and Portland City Code Chapter 17.108 compliant report generator that is compatible with any HES-approved assessment software tools. GBR will serve as a repository for home energy scoring data and will be the conduit for conveying this data to end users such as RMLS. The GBR data repository is built on the DOE's Standard Energy Efficiency Database (SEED) Platform. GRANTEE shall host and manage the local instance of SEED along with additional services such as the HB2801 and Portland City Code Chapter 17.108 compliant report generation. Additional detail is set forth in the Earth Advantage Proposal previously submitted to the City, which is attached to this Agreement as Exhibit B, and is incorporated by reference into this Agreement.
- E. Training:** In addition to the SIM training noted above, GRANTEE shall provide introductory Home Energy Score program trainings to HEAs, brokers, appraisers, lenders, and homebuilders. These introductory orientation trainings will be approximately one hour in length and include continuing education credits where applicable. The training will provide an overview of the Portland Home Energy Score compliance requirements and will include guidance on how to communicate the score to consumers. GRANTEE will collaborate with key stakeholders on trainings for the real estate industry.
- F. Partner coordination:** GRANTEE shall coordinate with project partners and key stakeholders within an open and transparent market system to ensure a more effective delivery of the Home Energy Score program. GRANTEE will be working with qualifying home energy assessors to provide a significant number of homes to pilot test the score and systems before October 2017. GRANTEE will coordinate and work with key stakeholders on Home Energy Score program activity.
- G. Reports:** GRANTEE will submit to the Grant Manager the following reports regarding program activity and quality assurance. Reports will be provided at the frequency outline below:
- 1. Aggregate Review:** This report analyzes Home Energy Scores in aggregate for potential errors. The report will include potential error types for every HES assessment completed within specific time-frame. Frequency:
 - Test Scoring 2017 – one (1) time per week,
 - Pre-implementation Pilot 2017 – one (1) time every two (2) weeks,
 - 2018 – one (1) time per month if the number of assessments are in

the hundreds, one (1) time per two (2) weeks if the number of assessments are in thousands.

2. **Side by side review:** Earth Advantage will randomly select assessments that have been completed, excluding mentored scores, (5 percent as required by US DOE Partner Agreement) and compare energy consumption and score results of HEA's original assessment alongside the Quality Assurance assessment. Report will include outcomes from Quality Assurance assessment and flag follow-up steps indicated on each assessment. Frequency:
 - Test Scoring 2017 – one (1) per week
 - Pre-implementation Pilot 2017 – one (1) per two (2) weeks
 - 2018 – one (1) per month if the number of assessments are in hundreds, one (1) every two (2) weeks if the number of assessments are in thousands.
3. **In-field QA stats:** This report will detail the in-field Quality Assurance (QA) tests and will include the QA Visit Type, Visit Date, HEA name, HEA Company, House ID, QA - Pass/Fail. Frequency:
 - 2017 – one (1) time per month.
 - 2018 – one (1) time per quarter
4. **Activity Summary Report:** Number of Home Energy Assessors licensed, trained, and enrolled in the network and total number of scores produced under the program. Frequency:
 - 2017-2018 - one (1) time per month.
 - 2019 and beyond – one (1) time per quarter.

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is David Heslam [dheslam@earthadvantage.org, (503) 968-7160] or such other person as the CITY may designate in writing.
- C. City Grant Manager: The Grant Manager for this Agreement is Andria Jacob [Andria.Jacob@portlandoregon.gov, (503) 823-7616], or such other person as may be designated by the Director of the Bureau of Planning and Sustainability in writing.
- D. Project Updates: GRANTEE shall meet with BPS on a weekly basis to provide updates on the status of the project, progress on project milestones and deliverables. Weekly meetings will occur through the end of 2017 calendar year. Frequency of project meetings through the end of the term of this agreement will be determined in January 2017 based on project status. Notice of project update meeting frequency will be provided by CITY to the GRANTEE in writing.

- E. Project Milestones: The following project milestones are based on the GRANTEE Roles and Responsibilities provided in Section II and include approximate due dates:

Category	Deliverable	Date Due
Assessor network management and onboarding	Assessor onboarding process roadmap including an HEA verification and certification for US DOE Implementation Plan	End of May 2017
	Workforce Diversity Integration Plan outline	End of June 2017
	Assessor Participation Agreements finalized	June 2017
	Data provided for report on Home Energy Assessor Recruitment for Council presentation	October 2017
Quality Assurance	QA Plan for US DOE Implementation Plan, including QA protocol guide	June 2017
Compliant Report Generator	Green Building Registry, US DOE approves API	End of June 2017
	Green Building Registry/Compliant report generator Complete	End of July, 2017
	Green Building Registry connection to RMLS complete.	End of December, 2017
Training	SIM Bootcamp Training curriculum completed	August 2017
	Initiate Real Estate Industry training (Realtor, Appraiser, Home Inspectors, homebuilders) curriculum	End of September, 2017
	Orientation Class curriculum	July 2017

IV. PAYMENTS

- A. The Grant Manager is authorized to grant payments pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- B. GRANTEE will receive its funding as follows in two installments of \$10,500.00 each:
Payment 1: Start of City's fiscal year - July 15.
Payment 2: End of 2017 calendar year - December 15.

If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

V. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY.

GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial obligations or risk. Increases to the grant amount or financial liability must be approved by the City Council. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identification, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation, immigration status, or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender identification, sexual orientation, familial status, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification.
 - 1. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, the CITY shall hold harmless, defend and indemnify GRANTEE, its officers, agents, boards and employees, from any liability for claims, damages, costs or expenses, including court and appeal costs and reasonable attorney fees or expenses, arising from any casualty or accident to person or property, from any actions or omissions in the CITY's performance of this Agreement. The CITY's indemnification obligation shall not extend to liability directly arising out of any negligence or willful misconduct by the CITY or its officers, agents, boards or employees. GRANTEE shall provide the CITY prompt notice of any such claim.
 - 2. GRANTEE shall hold harmless, defend and indemnify the CITY, its officers, agents, boards and employees, from any liability for claims, damages, costs or expenses, including court and appeal costs and reasonable attorney fees or expenses, arising from any casualty or accident to person or property, from any actions or omissions in GRANTEE's performance of this Agreement. GRANTEE's indemnification obligation shall not extend to liability directly arising out of any negligence or willful misconduct by the CITY or its officers, agents, boards or employees. The CITY shall provide GRANTEE prompt notice of any such claim which GRANTEE shall defend with counsel of its own choosing and no settlement or compromise of any such

claim will be done without the prior written approval of the CITY which approval shall not be unreasonable withheld. GRANTEE shall consult and cooperate with the CITY while conducting its defense of the CITY and the CITY shall fully cooperate with the GRANTEE. This duty shall survive the expiration or termination of this Agreement.

- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
 4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
 5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is

canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state

and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.

- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

VI. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2020. CITY may extend this agreement by mutual agreement for an additional term of up to two (2)

subsequent years at their sole discretion. Such extension shall be in writing and executed by duly authorized representatives of both parties, specifying the duration of the extension.

CITY OF PORTLAND

GRANTEE

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

City Attorney

HOME ENERGY SCORE

Partnership Agreement for Participating Organizations

Home Energy Score Partners include various types of organizations (e.g., utilities, state agencies, local governments, non-profits, contractor associations) that administer the delivery of the Score on a local, state, or national basis. This Partnership Agreement outlines the responsibilities of DOE and the participating Partner. Additional requirements are provided in an addendum entitled “Terms of Participation.”

Prior to providing the Home Energy Score, both DOE and its Partner must sign this agreement. DOE may modify this agreement or terms of participation to address lessons learned and future programmatic goals. DOE will notify all Partners at least 30 days prior to making any changes to either the Partnership Agreement or terms of participation. A Partner or DOE can terminate the Partnership at any time by notifying the other party.

DOE Responsibilities

DOE will oversee and maintain the Home Energy Score program, and carry out functions including but not limited to monitoring of Partners, data analysis, development of training and outreach materials, and updates to the Home Energy Scoring Tool (Scoring Tool). DOE agrees to provide the following support to its Partners:

1. Provide Assessors working under a Partner organization with access to the Scoring Tool.
2. Provide access to standard outreach and educational materials for homeowners and Assessors, including online information and training.
3. Provide them access to the Scoring Tool once certification and testing requirements are met.
4. Serve as a technical aid in resolving issues (e.g., software questions) that may arise during implementation.
5. Host webinars and other forums to assist Partners with implementation and to encourage information exchange.
6. Carry out evaluation efforts to measure effectiveness of the Home Energy Score and promote ongoing improvement of the program. Communicate findings to Partners to assist in more effective program delivery.
7. Implement upgrades to the Scoring Tool and other program features as needed and with appropriate notice and communication with Partners.

HOME ENERGY SCORE PARTNERSHIP AGREEMENT

Partner Organization Responsibilities

Partner organizations and individuals will deliver the Home Energy Score to homeowners through a variety of channels. Partners may provide the Score as part of a home performance program or as an independent service.

Partners agree to meet the following program requirements:

1. Set a target goal for number of houses to be scored in the first year and beyond. Partners must commit to a minimum of 500 homes per year.
2. Develop an implementation plan outlining how the program will be delivered and integrated into other Partner efforts. Partners should incorporate some type of evaluation in their implementation plan.
3. Designate a primary point of contact for participating Assessors and facilitate the delivery of required contact information to DOE.
4. Verify that Assessor candidates meet credential requirements and provide DOE with the names of the candidates.
5. Inform DOE whenever an Assessor ceases participation under the Partner's program.
6. Adhere to rules regarding use of programmatic materials and the Scoring Tool, as set forth in the program's "Terms of Participation"; monitor participation and performance of Assessors in the program; provide mentoring as required.
7. Carry out quality assurance in accordance with the conditions set forth in the program's "Terms of Participation."
8. Provide feedback on implementation of Home Energy Score and check in on regular basis with your DOE Home Energy Score account manager to discuss plans, issues and findings.

Partner Representative: _____

Organization Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

The signing representative must have authority to commit the organization to the terms of this agreement. If your organization is implementing the Home Energy Score on behalf of or sponsored by a state, utility, or local program, a representative from your sponsoring agency must sign below. The sponsoring agency is ultimately responsible for ensuring that the Partner organization (listed above) conduct quality assurance in a timely manner in accordance with the conditions set forth in the program's "Terms of Participation."

HOME ENERGY SCORE PARTNERSHIP AGREEMENT

Sponsoring Agency: _____
Sponsoring Agency Representative (Name): _____ Title: _____

Email: _____ Phone: _____
Signature: _____ Date: _____

U.S. Department of Energy Representative: _____
Title: _____
Signature: _____ Date: _____

HOME ENERGY SCORE Addendum: Terms of Participation

Please read this addendum in its entirety.

The Home Energy Score Partner Agreement sets forth the principal responsibilities of DOE and its Partners. This addendum to the Partner Agreement provides more detailed requirements related to the following aspects of program delivery:

- Confidential Information
- Assessor Qualifications and Restrictions
- Quality Assurance
- Eligible Homes
- Linking to Other Software Tools
- Home Energy Score Updates
- Use of DOE Materials and the DOE Seal

1. Information Not Confidential

In accordance with Portland City Code Chapter 17.108 (adopted by Ordinance No. 188413 and effective January 1, 2018), Home Energy Scores produced in Portland will be made publicly available through real estate listings. Thus, these scores and any associated information will not be treated as confidential.

2. Assessor Qualifications and Restrictions

All Assessors must meet ALL of the following requirements in order to use the Home Energy Scoring Tool and provide Home Energy Scores.

1. Hold a relevant credential. Individuals interested in becoming Assessors must hold a relevant credential from one of the residential trade organizations listed on the [Home Energy Score](#) website. The Home Energy Score program recognizes those credentials as well as more comprehensive certifications offered by these organizations. To see a full list of qualifying credentials offered by these organizations, contact them directly.

HOME ENERGY SCORE PARTNERSHIP AGREEMENT

2. Pass the online Home Energy Score tests.

Once an Assessor meets these requirements, DOE will provide a user ID and password in order to access the Scoring Tool. The Assessor can ONLY provide Home Energy Scores as part of services rendered through one of DOE's official Home Energy Score Partners. Assessors cannot score homes that are outside of their Partner's service area.

Exceptions: Assessors working under one of DOE's Home Energy Score Partners may score homes outside of the City of Portland if prior to scoring homes outside the Partner's service area, the DOE Home Energy Score Program Manager approves the Assessor's plan to secure adequate quality assurance services from a different Home Energy Score Partner.

3. Quality Assurance (QA)

To ensure consistent scoring practices across Assessors, the Partner agrees to re-score, on a quarterly basis, a minimum of five percent (5%) of all homes scored using a separate Quality Assurance appointee.

Selection of Homes for QA

Quality assurance scores (QA checks) should be random and distributed across all Assessors within the program. Random QA checks will also be completed on work performed by the newer and less experienced Assessors. QA checks on work performed by experienced Assessors who have consistently scored homes accurately should be a lower priority, but still performed periodically.

QA checks should reflect the make-up of the homes scored. For example, if 75% of a program's scores are completed on homes before improvements are made, then 75% of the QA checks should be performed on homes before improvements are made and only 25% on homes after improvements are made. Each home must be in the same condition for its initial score and the QA check; otherwise, results will likely not correspond.

QA Appointees

QA checks should be performed by a Quality Assurance appointee who works for an independent third party provider or for the Partner directly as approved by DOE. In cases where the Home Energy Score Partner is a private for-profit company with no binding implementation contract with a utility, state, or local government, QA checks must be performed by a third party QA provider. The Quality Assurance appointee must be a Home Energy Score Assessor as well as either a BPI Building Analyst (or higher BPI certification) or a RESNET Rater. The QA appointee should have quality assurance field experience and be more familiar with the Home Energy Scoring Tool than the Assessor being checked. Independent third party QA providers and/or appointees must have previous quality assurance experience and must have completed more than 200 whole house energy audits. There should be no conflict of interest between the third party quality assurance provider and the Home Energy Score Partner. This includes, but is not limited to, installation services in houses assessed as part of the Home Energy Score Program. Prior to initiating

HOME ENERGY SCORE PARTNERSHIP AGREEMENT

its quality assurance efforts, the Partner must provide documentation regarding the QA appointee's qualifications to their DOE account manager

QA Process

For each QA check, the QA appointee is required to do an independent field assessment of the home. The QA assessment may occur concurrently with the Assessor initially scoring the home but it must be done independently. The QA appointee must not discuss his or her findings or calculations with the Assessor who scored the home until after each has completed data entry and produced a score. However, after independent scoring is completed, discussion between the QA appointee and Assessor is recommended to identify differences in interpretation or measurement and agree on a preferred approach going forward.

Reviewing QA Results

The score results of the Assessor and the QA check must be comparable. If results for the same home differ by more than one point (on the 10-point scale) OR by more than 10% of estimated energy use (source MBtu), the house must be re-scored. If an Assessor consistently produces scores that are not comparable to the QA check scores, re-training is required and must be completed before the Assessor can score more homes. If there is a consistent discrepancy between a QA appointee's results and various Assessors' results, the QA appointee will require re-training. The Partner is responsible for monitoring and identifying these issues.

In addition to the QA checks, all Partners should perform quality assurance checks on data (desk reviews). While reviewing their Home Energy Score data, Partners should look for discrepancies between Assessors to ensure consistent scoring across the program. For example:

- Is an Assessor consistently scoring houses high or low?
- Are there multiple Home Energy Score sessions for the same house? (Only one official Score Report for a specific assessment date should be associated with each house.)
- Is an Assessor repeatedly using the same values irrespective of house age or other house characteristics?

Mentoring Requirements

The Partner also agrees to provide field mentoring for each new Assessor during their first home scoring session. Mentoring can be performed by either a QA appointee OR another Assessor with experience generating Home Energy Scores for at least 25 homes. During mentored sessions, the new Assessor and mentor are encouraged to communicate throughout the walk-through as well as during the scoring so that the mentor can share their experience and correct the Assessor should there be any misunderstandings of inputs, measurements, assumptions, etc. If mentoring is performed on a one-on-one basis on a house that has not been previously scored, this assessment counts toward the Partner's five percent QA requirement.

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4. Eligible Homes

The Scoring Tool is currently only available to score single family homes, including semi-attached homes (i.e., duplexes, townhouses). Note: Multi-family units cannot be scored using this tool. Partners interested in scoring multifamily buildings should contact DOE's commercial building energy asset score program (asset.score@ee.doe.gov). If questions arise concerning the application and/or use of the Scoring Tool, please contact homeenergyscore@ee.doe.gov or your DOE account manager for clarification and assistance.

5. Linking to Other Software Tools

Software developers can license an application programming interface (API) in order to seamlessly link their tools to the Home Energy Scoring Tool. Software programs that make use of the API will need to satisfy DOE testing requirements to ensure that scoring through the API results in the same calculations as scoring directly through the Home Energy Scoring Tool online.

6. Home Energy Score Updates

In addition to providing homeowners with a Score at the time of the original energy assessment, Assessors and Partners can issue updated Home Energy Scores after the time of assessment.

A home can be rescored if an Assessor performs an energy assessment after the improvements are made to the home.

7. Use of DOE Materials and DOE Seal

The Home Energy Scoring Tool generates a report with three pieces of information:

1. The Home Energy Score graphic, including the home's current Score, its anticipated Score after recommended improvements are made, and estimated savings from improvements. Partners that choose to use the semi-customizable label option may have other information included on the Score page, e.g. estimated costs instead of savings. Partners may include their organization's logo on the Home Energy Score report.
2. Home facts, or the home's asset summary that lists each data point input into the Scoring Tool to generate a Home Energy Score, as well as the home's estimated energy use per year broken down by total MBtu, Score basis MBtu, and fuel type, e.g. electricity in kWh and natural gas in therms.
3. Cost-effective energy improvement recommendations that are broken down as "Repair Now" and "Replace Later." If the Partner chooses to use its own energy upgrade recommendations rather than those generated by the Scoring Tool, a generic Home Energy Score Recommendations page should be included in the final

HOME ENERGY SCORE PARTNERSHIP AGREEMENT

report. The blank recommendation page indicates the Assessor will provide recommendations separately from the report.

In its implementation plan, the Partner will describe what information homeowners will receive, and when and how they will receive it, including use of DOE-provided materials or other information provided in conjunction with the Score.

If the Partner would like to incorporate portions of materials provided by the Scoring Tool and/or DOE into its own materials, the Partner must adhere to the following rules. Partners must share an advanced copy of materials that incorporate DOE generated information with their account manager.

1. If a Partner wants to incorporate the DOE seal into any of its materials, it must first receive permission from DOE, UNLESS the seal is to be used in the exact context as it is used on the Home Energy Score graphic (the first page of the Home Energy Score report).
2. If a Partner refers to the Home Energy Score in its materials, the following standard language must appear on that document (on or near the page in which the Home Energy Score is mentioned):

“The U.S. Department of Energy’s Home Energy Score lets homeowners quickly and affordably know how their homes compare to others in terms of energy performance and what steps they can take to improve their home’s efficiency.”
3. If a Partner wants to incorporate the Home Energy Score (i.e., how a home scored on the 10-point scale) in its own homeowner packet, the Partner is encouraged to provide a context for the Score (e.g., show the entire 10-point scale or state that the home scored a “6 out of 10”).

In all cases, Partners are strongly encouraged to work in advance with their DOE Home Energy Score account manager to ensure that a consistent message and clear, accurate information is provided to homeowners. Partners are also encouraged to explain that they are working in partnership with DOE. DOE will work with its Partners to draft acceptable language as needed. Partners are also welcome to use information directly off of the DOE Home Energy Score website to help explain the Score or the program to homeowners.

EXHIBIT B



Earth Advantage Response to: Private-Sector Partnership to Support Implementation of Portland's Home Energy Score Ordinance

March 17, 2017

March 17, 2017

Kyle Diesner
Policy Analyst
Bureau of Planning and Sustainability
City of Portland

Dear Kyle,

It is with great excitement and anticipation that we offer the Earth Advantage project team's response to the Request for Interest for Private-Sector Partnership to Support Implementation of Portland's Home Energy Score Ordinance.

As you know, Earth Advantage was there at the beginning of the development of residential energy labeling efforts in Oregon. We led the testing and development of the first energy scoring program in 2008 and we have continued to actively participate in the evolution and refinement of this system since then. We initially became involved in energy scoring out of a specific interest in creating a metric that would allow the energy efficiency features of a home to be understood and captured within the real estate transaction. The eventual development of our real estate industry education programs, appraiser-led market valuation research, and software product development all grew out of this primary interest in ensuring the market could fully realize the investments made in energy efficiency.

As a Portland-based non-profit organization, we have financially supported this work over the years through a mix of market-based activity and third-party support. We strive to find flexible and sustainable market-based revenue streams to ensure that our work can be accomplished without relying on a single funding provider. Our proposal to provide services in support of HESO is in that same spirit. We are excited to work with local partners Home Performance Guild of Oregon (HPG) and Enhabit to ensure that the Portland market is supported by those who know it best. Enhabit and HPG are both long-time participants committed to driving the market through scoring, with the former being the sponsor and data collector of the vast majority of EPS reports in existing homes, and the latter having led policy development to set home energy assessor qualifications.

The project team looks forward to a strong and lasting partnership with the city of Portland to successfully implement HESO.

Sincerely,



David Heslam
Executive Director
623 SW Oak, #300
Portland, OR 97205
dheslam@earthadvantage.org
503-968-7160

1. Project Narrative

Earth Advantage and its project partners offer the Bureau of Planning and Sustainability (BPS) a full-range of Home Energy Score program support services to help BPS with the successful presentation to city council and the timely launch and effective delivery of the Home Energy Score Ordinance (HESO). Earth Advantage and our partners have a deep knowledge of both energy scoring programs and the local residential energy efficiency market. Our project team works closely with the Portland home performance, home building, and real estate industries. We coordinate with local utility energy efficiency programs and integrate utility program messaging and incentives into market-based service offerings. At the same time, we will serve BPS as a neutral third-party who is independent of the fluctuations of utility energy efficiency program funding and Oregon PUC-decision making. Earth Advantage's team will provide BPS with a consistent, dependable, and knowledgeable partner throughout Phase 1 and Phase 2 of HESO implementation. Earth Advantage will support an open and fair market for all qualifying assessors and software providers. These services will be provided in 2017 through a mix of market-based scoring fees, market-based training fees, and third-party funding sources. In 2018, the Earth Advantage-specific services will be provided almost exclusively through market-based scoring fees.

Key Services Provided

Project Planning: Earth Advantage, Enhabit, and the Home Performance Guild (HPG) provide BPS with deeply experienced partners who will help lead implementation planning activities. This team is uniquely positioned to support a quick ramp-up of 2017 pilot scoring and report generation in preparation for a full roll-out on January 1, 2018.

Assessor Onboarding: Earth Advantage and partners will support the onboarding process, including recruitment of Home Energy Assessors (HEAs). Recruitment will focus on individuals with building science backgrounds, home inspection professionals, and those from historically disadvantaged and underrepresented communities. Earth Advantage will work with project partners, such as with HPG on outreach and peer-to-peer support of new HEAs and will coordinate directly with staff at the Oregon Department of Energy (ODOE) to verify the qualifications of HEAs prior to their acceptance into the program. To help expedite onboarding to a broad and diverse population, Earth Advantage and Enhabit propose to offer in-person and on-call support for the required DOE HES Simulation (SIM) training. This service is offered to alleviate any initial barriers to completing the training, entering the program, and providing services to the market.

Quality Assurance: The primary role of the quality assurance provider is to establish and manage the systems, processes, and tools that will eliminate assessor confusion, energy scoring inconsistencies, and reporting inefficiencies. The mission of the QA provider is to ensure consistent scoring practices across all qualified HEAs. In partnering with BPS, we will focus on streamlining implementation and reducing complexity to ensure that the risks associated with an expedited launch timeframe and significant energy scoring volume are reduced. The components to a robust quality assurance program include mentoring, in-field/remote QA, and data analysis. For HESO, Earth Advantage proposes to authorize qualifying HEAs to provide 3rd

party mentoring services to other HEAs. This will create the flexibility to allow the market to add HEAs quickly without loosening the overall requirements for robust QA. Earth Advantage will meet DOE's baseline QA requirements while also implementing best practices based on prior program experience and through past and ongoing discussions with HES staff. As the QA provider, we will review, monitor, supervise, and guide HEAs to identify and correct non-conformities of the Home Energy Score. This will be done while also seeking to minimize intrusion with their homeowner clients and through support of a dispute resolution processes (see Appendix A) that provides timely responses to consumers and a multi-tiered approach for HEAs. Our QA team will strive to balance disciplinary action with supportive learning in all assessor interactions.

HB2801 Compliant Report Generator: Earth Advantage will provide BPS with a software solution called Green Building Registry (GBR) that includes an HB2801 compliant report generator that is compatible with any HES-approved assessment software tools. GBR will also serve as a repository for home energy scoring data and will be the conduit for conveying this data to end users such as RMLS. The GBR data repository is built on the DOE's Standard Energy Efficiency Database (SEED) Platform¹. The SEED Platform helps users combine data from multiple sources, clean/validate it, and generate queries and reports. Earth Advantage proposes to host and manage the local instance of SEED along with additional services such as the HB2801-compliant report generator. (Additional detail is in Appendix C.)

Training: In addition to the SIM training noted above, Earth Advantage will coordinate introductory HESO trainings to HEAs, brokers, appraisers, lenders, and homebuilders. These introductory orientation trainings will be approximately one hour in length and include continuing education credits where applicable. The training will provide an overview of the Portland Home Energy Score compliance requirements and will include guidance on how to communicate the score to consumers. RMLS will collaborate on these trainings for the real estate industry.

Partner Coordination: Earth Advantage believes the involvement of project partners and key stakeholders within an open and transparent market system will ensure a more effective delivery of HESO. Specific project team roles are described in the table below. Of particular note, Enhabit has committed to providing a significant number of homes to pilot test the score and systems during Phase 1. HPG will make HESO the key theme at their annual conference in early September 2017 in order to aid in assessor on-boarding and realtor outreach. In addition, several other key stakeholders will participate in HESO activity: On March 16th, the RMLS Board of Directors approved allocating development funds that will allow RMLS technical staff to start working with Earth Advantage to build the capability to auto-populate the RMLS database with energy scoring information. Marti Frank of Efficiency for Everyone will provide an evaluation lens to program implementation planning. Energy Trust will coordinate with the project team to ensure a well-orchestrated migration from EPS. The project team will coordinate with the Home Builders Association of Metropolitan Portland on outreach to their members at venues such as

¹ SEED is an open source software application designed to manage building performance data, such as required by a benchmarking ordinance, which can be costly and time consuming for states, local governments and other organizations to manage on their own.

the BuildRight conference. The local chapter of InterNACHI will also collaborate to inform their member of the HESO opportunity for home inspectors. A full list of Earth Advantage and primary partner services are listed in the table below. The table is separated into those roles identified as the key responsibilities of the respondent within the RFI (identified in the a-g list), and those additional services and activities that the project team is proposing to provide BPS and the market.

Core Roles	Earth Advantage	HPG	Enhabit
Develop Implementation Plan	✓ (lead)	✓	✓
Assessor recruitment	✓ (lead)	✓	
Assessor onboarding	✓ (lead)	✓	
Assessor - SIM Training: In-Person Boot Camp	✓ (lead)	✓ (host)	✓ (staff, partners)
Assessor - SIM Training: On-call Tech Support	✓		✓ (staff, partners)
Assessor - Training: HESO Intro	✓ (lead)	✓ (host)	
Assessor- QA: Mentor	✓		✓ (partners)
Assessor - QA: In-Field Ongoing	✓		
Assessor - QA: Data Review	✓		
Compliant report generator etc.	✓ (lead)		
Additional Services	Earth Advantage	HPG	Enhabit
HES/EPS data analysis	✓		
2017 energy score pilot	✓ (lead)		✓
Low-Income support	✓		✓ (lead)
Broker Training (live)	✓ (lead)	✓ (host)	
Broker Training (on-line)	✓		
Appraiser/Lender Training (live)	✓		
Homebuilder Training (live)	✓		
Structured post-score follow-up			✓

2. Team Qualifications and Experience

Earth Advantage and project partners have almost a decade of direct experience on a variety of residential energy scoring projects. Earth Advantage's experience has focused primarily on supporting energy scoring programs with quality assurance of the scoring activity, trainings for industry partners such as HEAs, Realtors, and appraisers, and software services. Quality assurance (QA) is a key component to

building an effective energy scoring program. Good QA protocols and knowledgeable project QA staff ensure that homeowners and key industry professionals trust that the product they are receiving is accurate and reliable. Earth Advantage has provided assessor QA, mentoring and aggregate data reviews as part of energy scoring programs locally, regionally, and nationally. This includes: Energy Trust's EPS program (2010 – 2016), City of Seattle (2010-2013), and states of Washington, Massachusetts, Virginia, and Alabama (2011-2014). The experience with providing QA on Energy Trust's EPS energy label is particularly relevant, as many of the local HEAs who will be on-boarded onto the HESO program were participating trade ally HEAs in the EPS program and worked directly with Earth Advantage staff. In support of Energy Trust's EPS, Earth Advantage established a QA protocol that included multiple tiers of performance standard, ensuring that QA review focused on those HEAs with the most problematic performance. Earth Advantage also tracked metrics through desk reviews and provided the analytics to Energy Trust staff on a regular basis. This role also included the review of the data exported by multiple software programs via API prior to producing an EPS. Our project team also provided aggregate QA of the entire energy scoring program datasets to identify data anomalies, track program activity, and inform program delivery evaluations. A similar process was used in the other energy scoring programs that Earth Advantage supported.

Earth Advantage staff involved in these energy scoring programs will also be key members of the HESO team. The Earth Advantage HESO team includes the following staff, listed by their projected level of involvement with HESO planning and implementation:

Staff	Role	% FTE 2017	%FTE 2018
MacKenzie Winchel	QA lead	90%	100%
Waylon White + EA field staff	Field QA	40%	100%
Anthony Roy	Director	20%	15%
Gina Lindsay	IT lead	15%	15%
John Spillman	Desk QA, Trainer	15%	20%
David Heslam	Executive	10%	5%

The bios for Earth Advantage's QA and software development team include:

- **MacKenzie Winchel:** MacKenzie is a project manager and quality assurance provider for energy scoring programs throughout the US. MacKenzie is certified as a US Department of Energy Home Energy Score Assessor, Mentor, and QA Provider. Her experience includes project management on Home Energy Score program implementation, energy label development, HEScore assessor training, quality assurance and data analysis for multiple energy scoring programs.
- **Waylon White:** Waylon is the Technical Field Manager at Earth Advantage. He has over twelve years of construction experience with a wide variety of building types and a sharp focus on high performance design and construction. Waylon has

worked in developing, refining and delivering Earth Advantage's New Homes and Remodel building certification programs. He is BPI and PTCS certified.

- **Anthony Roy:** Anthony is the Director, Policy & Partnerships at Earth Advantage. Anthony leads research, education, and policy initiatives for the organization, focusing primarily on issues connecting energy efficiency and real estate. He led a Bullitt Foundation funded research effort to establish best practices for energy scoring programs in the Northwest.
- **Gina Lindsay:** Gina will serve as the development project manager for the Green Building Registry, which is Earth Advantage's HESO report generator and software connection to real estate databases. She has over 15 years of experience in the Information Technology field with over 10 years managing energy efficiency related software development projects.
- **John Spillman:** John is a technical trainer and quality assurance provider. John is a LEED for Homes Green Rater and a US Department of Energy Home Energy Score Assessor. John instructs on the subjects of building science, energy efficiency, sustainable building and has developed curriculum for both in-classroom and interactive online trainings.
- **David Heslam:** David is a leading national figure on residential energy scoring. As Earth Advantage's Executive Director he has directed projects that integrated energy scoring into utility and community-based programs. He has been active on energy scoring policy development at the national, state, and local levels.

3. Proposed Revenue Sources and Uses

Earth Advantage anticipates providing HESO services in 2017 through a mix of market-based scoring fees, market-based training fees, and third-party funding sources. Earth Advantage has identified funding sources for many 2017 activities, however a \$19,000 gap exists to support a complete offering of the full range of services during Phase 1. In 2018, Earth Advantage expects that all of the services outlined below will be paid for through a market-based fee of \$25 per generated score, as well as other market fees. These fees will be paid by each participating HEA. Earth Advantage proposes that the per score fee be reviewed with BPS staff on an annual basis and could be potentially altered based factors such as DOE approval of remote QA protocols. The initial development costs of the Green Building Registry have been covered through investments by Earth Advantage and third-party (non-BPS) funding. Ongoing costs to support the Green Building Registry will be recovered from a mix of payments from both data providers and data consumers.

The table below outlines which activities are covered through the \$25 per score fee and where other market fees and third party funding has been secured or is projected. *(Note: the * indicates where Earth Advantage anticipates BPS in-kind staff involvement.)*

Phase 1 - 2017				
Activity	Part of \$25/score fee? *est. 300 scores	Market fees per attendee (est. total)	External funding	Gross Revenue

Program planning*	No	\$0	\$0	\$0
EPS/HES data analysis	No	\$0	\$4000	\$4000
Assessor recruitment*	Yes	\$0	\$0	\$0
Assessor - SIM Training: In-Person Boot Camp (optional)	No	\$100/attendee (\$5000)	\$4000	\$9000
Assessor - SIM Training: On-call Tech Support	No	\$0	(\$6000 gap)	\$0
Assessor - Training: HESO Intro* (required)	No	\$75/attendee (\$4500)	\$0	\$4500
Assessor - QA: Mentor	Yes (100 scores)	\$150/assessor (\$15,000)	(\$10,000 gap)	\$17,500
Assessor - QA: In-Field	Yes (10 scores)	\$0	(\$2000 gap)	\$250
Assessor - QA: Data Review	Yes (190 scores)	\$0	\$0	\$4750
Broker - Training (live)	No	\$20/attendee (\$8000)	\$7000	\$15,000
Broker - Training (on-line)	No	\$10/attendee (\$1000)	\$0	\$1000
Lender - Training (live)	No	\$20/attendee (\$600)	\$0	\$600
Homebuilder Training*	No	\$0	(\$3000 gap)	\$0
Green Building Registry	No	No	\$30,000	\$30,000
Total 2017	\$7,500	\$34,100	\$45,000 (\$21,000 funding gap)	\$86,600

Phase 2 – 2018				
Activity	Part of \$25/score fee? *est. 12,000 scores	Market fees per attendee (est. total)	External funding	Gross Revenue
Assessor recruitment*	Yes	\$0	\$0	\$0
Assessor - SIM Training: In-Person Boot Camp	No	\$150/attendee (\$3000)	\$0	\$3000

Assessor - SIM On-call	Yes	\$0	\$0	\$0
Assessor - Training: HESO Intro	Yes	\$0	\$0	\$0
Assessor- QA: Mentor	Yes (10 scores)	\$150/attendee (\$1500)	\$0	\$1750
Assessor -QA: In-Field	Yes (600 scores)	\$0	\$0	\$15,000
Assessor -QA: Data Review	Yes (11,390)	\$0	\$0	\$284,750
Broker - Training (live)	No	\$10/attendee (\$2000)	\$0	\$2000
Broker - Training (on-line)	No	\$10/attendee (\$2000)	\$0	\$2000
Lender - Training (live)	No	\$20/attendee (\$1000)	\$0	\$1000
Homebuilders Training*	No	\$0	\$0	\$0
Green Building Registry	No	\$15,000	\$0	\$15,000
Total 2018	\$300,000	\$24,500	\$0	\$324,500

4. Equity Considerations

Earth Advantage and its partners are experienced in working to advance opportunities for historically disadvantaged and underrepresented communities. Earth Advantage's recent deconstruction workforce training for BPS included significant and successful outreach and onboarding of diverse and historically underrepresented populations. Earth Advantage staff coordinated with Oregon Tradeswomen, Constructing Hope, Metropolitan Contractors Improvement Partnership (MCIP), Portland Youth Builders, NAMC-Oregon, NW College of Construction, PCC, Helmets to Hardhats, Hacienda CDC, & VOZ. The outreach produced a large and diverse pool of interested candidates for the workforce training. In collaboration with BPS staff, we will coordinate with similar outreach channels to share information about the workforce and new business development opportunities created by HESO. Also in collaboration with BPS staff, Earth Advantage is interested in offering the DOE SIM training support at a reduced cost to eligible populations and in providing that technical SIM training support via Spanish language services if possible. Earth Advantage is also currently engaged in its own organizational diversity training, led by the Intertwine Alliance through a grant from the US Fish and Wildlife. As a member of a cohort of several non-profit organizations, Earth Advantage is engaging with DRC Learning Solutions to assess internal diversity opportunities and identify ways to more effectively reach a diverse audience as we work to support professionals in the building industry.

Appendix A: Draft Proposed Complaint Resolution Process

Earth Advantage and partners will work with BPS staff to develop a final complaint resolution process during the implementation planning phase of the project. As the QA provider, Earth Advantage will work to address and resolve complaints in a timely and professional manner. Earth Advantage assumes that some homeowner complaints will be received from BPS via a city hotline and some will be directed to Earth Advantage staff. A complaint onboarding, tracking, and reporting process will be developed in concert with BPS and project partners. A draft process is outlined below as it represents. We propose a three-tiered model that includes the following:

Tier 1: Resolution with HEA and QA Appointee

- Screening determines low rate of complaint for this HEA (less than three).
- Screening determines complaint type is low-average.
- QA Appointee to first do error screening via desk review – If potential errors found, instruct HEA to schedule revisit. If potential errors not found, instruct HEA to ask homeowner if they would like a revisit. HEA to schedule.
- In-field rescore provided by HEA, with QA Appointee shadowing and present.
- HEA to correspond resolution and results with homeowner, cc'ing QA Appointee.
- If homeowner is not satisfied with the resolution, QA Appointee to direct them to BPS.
- QA Appointee to document, track and report complaint to BPS and DOE.

Tier 2: Resolution with QA Appointee

- Screening determines medium to high rate of complaint for this HEA (three or more).
- Screening determines complaint type is high
- QA Appointee to first do error screening via desk review and schedule revisit directly with homeowner.
- In-field rescore provided by QA Appointee.
- QA Appointee to correspond resolution and results with homeowner.
- If homeowner is not satisfied with the resolution, QA Appointee to direct them to BPS.
- QA Appointee to document, track and report complaint to BPS and DOE.

Tier 3: Resolution with BPS and DOE

- Screening determines high rate of complaint for this HEA.
- Screening determines complaint type is high.
- QA Appointee to relay complaint to BPS to determine procedure.
- BPS correspond resolution with homeowner.
- QA Appointee and BPS to document, track and report complaint to BPS and DOE.
- Suspension or decertification may be an appropriate resolution option.

Appendix B: Financial Solution for Low & Moderate Income Homeowners

To obtain an energy score, a homeowner will likely pay an expert \$150-\$250 to assess their home and produce an HES so the information can be included at the time of listing. However, this up-front cost can present a financial burden for some low and moderate income homeowners. Enhabit has already secured a small planning grant and has begun work toward a solution to this challenge. Once the project plan is documented, we will have a powerful tool for Enhabit and project partners to work with the Bureau of Planning and Sustainability and others to secure funding for the development of financial tools and systems to solve the challenge. This funding would be accessible by all qualifying homeowners.

Concept:

One concept for such a financial solution would be for an 'entity' (or a 'fund'), ideally on a non-profit basis, to pay the expert for completing the assessment, and then for the entity to be reimbursed out of the proceeds from the sale of the home. The entity would only provide this support for homeowners who are income qualified for the service.

Beyond providing up-front funding for assessments for income-qualified homeowners, the 'entity' (or another entity) could also provide loans for actual energy efficiency retrofits (typically \$5000-15,000) – with such loans also being repaid, along with any interest and fees, through proceeds from the sale of the home. This facilitation of an energy efficiency retrofit helps ensure that a lower income homeowner has the same opportunity as a homeowner with more access to credit to realize the full benefit (the full improved home value) of selling a home with an improved home energy score.

Building the Solution:

To establish a long-term solution to the challenge, Enhabit will lead a community effort to develop financial tools and systems that will directly benefit participating low and moderate income homeowners. More broadly, by building community-wide adoption, enthusiasm, and participation in the home energy score policy, the solutions support Portland's progress on its Climate Action Plan, and enable co-benefits such as improved home health conditions and job creation. To advance this collaborative effort, Enhabit staff will leverage its expertise and deep relationships from its leadership in the residential retrofit market, its development of financial solutions, and its previous knowledge and experience with the policy.

The design and establishment of such a solution requires researching and developing options, including tapping legal, financial and operational expertise from several players. In parallel, the success of the program requires building credibility and confidence in the community through engagement with, and guidance from, stakeholders such as Community Energy Project, CDFIs, and others.

In sum, the result of the project envisioned here is to design a financial tool that will a) remove the upfront financial hurdle of obtaining an HES, and b) potentially enable low- and moderate-income homeowners to realize the full potential value of their home.

Appendix C: Green Building Registry

Summary

The Green Building Registry (GBR) is a HB2801 compliant report generator and storage repository for home performance data supplied by data providers and utilized by data consumers. GBR aggregates the data on Home Energy Scores, along with Energy Performance Scores, certification ratings such as LEED and Earth Advantage, and information on solar installations on new and existing homes together into a centralized repository, where it can then be distributed to the real estate market. The data feed will be capable of including all of the fields available in the Green Verification Group with the format specified in the Real Estate Standards Organization (RESO) standard v1.6 and can include multiple Green Verification Types (a sample of corresponding RESO fields are provided below). In addition, the feed will include a link to the associated official supporting documentation in PDF forms about the score.

Earth Advantage will host the data and code and maintain the required data connections with data providers and data consumers. Data providers could be DOE's HEScore via City of Portland permissioning, Energy Trust, Earth Advantage, and other certifying bodies such as the US Green Building Council. Data consumers will include RMLS, as well as potentially individual REALTORS and appraisers, and other real estate portals like Redfin and Zillow. As noted above, on March 16th, the RMLS Board of Directors approved allocating development funds that will allow RMLS technical staff to start working with Earth Advantage to build the capability to auto-populate the RMLS database with energy scoring information.

Anticipated process for HESO scorecard generation

- HEAs retrieve and use unique property ID in HEScore assessment,
- All HEScore output data generated from HESO assessments in Portland would be directed to GBR from the HEScore tool via API, in real time.
- HB2801 compliant scorecards would be automatically generated for each assessment in real time.
- HEPS assessor will be notified that scorecard was generated.
- HEPS assessor accesses the scorecard.

Initial GBR setup as repository

- All single family property tax files are uploaded to GBR
- Unique ID is established for every property.

Non-HESO data provider setup

- GBR will enable batch data uploads from Certifying bodies
- Participating certifying bodies must test the ability to upload data
- Certifying bodies will upload records to GBR on regular schedule.

Proposed RMLS linkage

GBR's implementation of integration with RMLS will work in the following way:

- A user in RMLS starts a listing.

- After entering an address, during the processing of the listing, an API call from RMLS sends the address to the Green Building Registry querying for a match.
- If a match is found, the user is presented with a button on the RMLS interface to “get Green Building Data” on an appropriate screen.
- When the button on RMLS is clicked the Registry will send the data via API to auto-populate the fields in the RMLS listing. This prevents manual data entry and possible errors.
- One of the fields sent is a link to a landing page for that property, where associated documents and information about the home is stored.
- Subscribers to RMLS would be able to click that link, authenticate through a shared secure credential, and view the official score, associated documents and information about the score for free.
- Additional reports may be available to the subscriber for a charge if there is enough information to generate them for a property.

Appendix D: Earth Advantage Energy Scoring Program “Resume”

Quality Assurance for Energy Scoring Programs

QA Data Review

Developed and implemented the following data review processes:

- Energy Trust of Oregon Existing Homes program EPS (2012-2016)
Earth Advantage administered 100% desk review on the first 5 EPS Projects of each HEA.
 1. If the majority of the reviewed projects passed desk review (3 out of 5), then Earth Advantage reviewed an additional 10% of EPS projects annually.
 2. If the majority (3 out of 5) of these reviewed projects failed desk review, then Earth Advantage administered desk review on the proceeding 5 EPS Projects.
 3. If the majority of the 2nd phase of 5 EPS Projects passed review (3 out of 5), Earth Advantage reviewed an additional 10% of EPS Projects annually.
 4. If the majority of the 2nd phase of 5 EPS Projects failed (3 out of 5) then Earth Advantage flagged the contractor and notified the Energy Trust. The Energy Trust then followed-up with the auditor and administered their QC process.
- Tracked metrics in a CRM and reported to Energy Trust of Oregon. Number of EPS reviewed each month, which HEAs were reviewed, and which needed revisions.

QA Aggregate Review

Assessed energy scoring program datasets to inform program delivery evaluations.

- EPS energy label (2010 – 2016) for City of Seattle, CEEP Washington State, State of Alabama, State of Massachusetts, State of Virginia, and Energy Trust of Oregon Existing Homes program. Data filter report measured the following:
 - Reviewed program assessments with an in-house developed data filter, flagged potential errors.
- Tracked specific metrics for Energy Trust of Oregon Existing Homes EPS program through custom built reports within the energy modeling software that produces EPS. Metrics include
 - Audit Volume to date, score status, amount of audits per program (Energy Trust vs. Enhabit), amount of audits per home performance contractor.
- API data review through Energy Trust of Oregon Existing Homes EPS program.
 - Reviewed data imported via API into CakeSystems software, which produced the EPS. Identified potential errors, worked with partners to resolve user error and data translation.

Home Energy Score Mentoring

- HES energy label 2017: Group Mentoring - Arkansas Energy Office (In-Progress)

Training

Energy Assessor Training

- 2017: HES energy label: In-person. SIM training. Arkansas Energy Office (In-Progress)

- 2015-2016: HES energy label: Webinar training. Using CakeSystems software to produce HES. Alabama Department of Economic Affairs, Arkansas Energy Office
- 2010-2016: EPS energy label: How to use CakeSystems software to produce EPS. In-person training, live webinar, recorded training videos on how to use software and energy label. City of Seattle, Community Energy Efficiency Program - Washington State award recipients, Alabama Department of Community Affairs, State of Massachusetts, State of Virginia, Energy Trust of Oregon.

Real Estate Professionals Training

- 2015-present: Online education courses via Earth Advantage Learning Management System (past) & OnlineEd LMS (current)
 - 200+ trainees. 10 trainings. 5 total states.
- 2014-present: Energy Trust real estate in-person and webinar trainings
 - 4,500+ trainees. 220 trainings. Oregon & SW Washington.
- 2010-present: Accredited Green Appraiser (3-day training)
 - 730+ trainees. 230+ professionals accredited. 37 trainings. 11 states.
- 2007-present: Earth Advantage Broker (2-day training)
 - 2,200+ trainees. 1,800+ professionals accredited. 106 trainings. 11 states.

Assessor Orientation

2012-2016. What is the EPS. "Introduction to EPS". Energy Trust of Oregon Existing Homes EPS program.

Live webinar onboarded HEAs certified to produce the Energy Trust of Oregon EPS. Webinar outlined what energy labeling is, region requirements, and score sheet design elements.

Software Research and Assessment Protocol for energy labels

- 2008 – 2009. EPS energy label research. Energy Trust of Oregon Existing Homes EPS program.
 - Evaluated various software programs to determine which to use for local energy labeling with existing homes, assessed 300 homes, and development
 - Assessed 300 homes
 - Developed consistent data collection, data entry, and data assumption methodology

Appendix E: Partner Bios

Enhabit

Tim Miller is CEO of Enhabit and serves on the boards of Climate Solutions and Drive Oregon. Previously, as COO, Miller guided the operations and technical work to support delivering EPS scores in partnership with Earth Advantage. As one of several market transformation efforts under Tim's leadership, Enhabit supported generation of more scores than any other provider in the NW. Tim earned both his MBA and Economics degrees, with honors, from Stanford University.

Scot Davidson: is Vice President for Programs at Enhabit. Scot leads the development and delivery of Enhabit's programs. Davidson holds deep experience in transformational initiatives for energy efficiency, carbon, and sustainability. Holding degrees in communications, an MBA and 25 years of for profit and not for profit business management background, Scot brings strengths of strategic planning, system design and implementation to the HESO collaboration.

Jason Elton is the Quality Systems & Technical Manager at Enhabit and has worked in the home performance industry for 10 years. His field experience includes auditing, energy scoring, diagnostic testing, quality assurance, mentoring, and troubleshooting complex home retrofit strategies. Elton works closely with delivery contractors to assure installation quality and satisfied customers. Working closely with local partners and the DOE, he has led Enhabit's qualification to deliver HES scores. Jason holds multiple credentials including Building Performance Institute, Healthy Homes Specialist certification and is a qualified Home Energy Score Assessor & Mentor.

Home Performance Guild of Oregon

Don MacOdrum the Executive Director of the Home Performance Guild of Oregon, where he advocates for contractors and industry stakeholders with lawmakers and regulators, and he enhances their engagement with the Energy Trust of Oregon and Enhabit Home Performance with ENERGY STAR programs. Don works tirelessly to uncover and exploit synergies between contractors, programs, manufacturers, distributors, trainers, environmental non-profits, governments, regulators, legislators, lenders, realtors, appraisers, and homeowners to build an industry that helps all Oregonians have access to building science driven, whole-house, Home Performance retrofits.

Appendix F: Letters of Support



March 15, 2017

Kyle Diesner
Policy Analyst
Bureau of Planning and Sustainability
City of Portland

**RE: Support for the Earth Advantage Institute Team Response
to the BPS Home Energy Score Ordinance RFI**

Dear Mr. Diesner:

Enhabit is pleased to provide our strong support and participation as a member of the Earth Advantage Team in responding to the City's RFI.

Enhabit, formerly Clean Energy Works, is an Oregon non-profit that has worked with local contractors to help motivate and facilitate over 5,000 Oregon families to retrofit their homes for improved energy efficiency, affordability, seismic strengthening, health-related improvements and other upgrades.

Enhabit is an active supporter of the Home Energy Score Ordinance (HESO) because we know from our work with thousands of customers that clear information about a home empowers owners to make better choices. Sharing reliable information also affects the knowledge base in the entire market, and thus gives homeowners a tangible value (an immediate return on investment) for important improvements they make on their homes. This basic information – sometimes coupled with programs and incentives – can be crucial for accelerating adoption of these important improvements. These lasting improvements help create local jobs, improve the safety, value and durability of our housing stock, and ultimately help build more resilient communities.

This is especially true for energy efficiency (EE) improvements. In the current market of low incentives and inexpensive energy, the information provided by a HESO-compliant report is one of very few drivers for EE investments – upgrades that are crucial to the City's progress toward its climate goals.

Enhabit has unique experience in supporting similar efforts, having driven the customer engagement, data capture, contractor management and funding for thousands of EPS reports – a precursor much like the upcoming HESO report. We have a deep understanding of the requirements of implementing such market-transforming initiatives, and are committed to providing a range of support and deliverables in collaboration with Earth Advantage, the Home Performance Guild, and RMLS, in support of this BPS initiative:

- Participating in implementation planning for the HESO initiative
- Providing training investments for our staff and partners as needed
- Developing a low-income financial solution, with foundation support, to help all Portlanders participate and get the benefit of the HESO
- Identifying homeowners in 2017 to pilot and test elements of the team's HESO implementation in advance and to ensure readiness heading into 2018
- Implementing structured post-score follow-up with, and guidance for, home sellers and/or

home buyers to encourage actual EE upgrades and carbon benefits

In support of the effort, Enhabit has already developed tools for data capture in the field and has one of the few systems ('Threshold') in the country that has earned USDOE approval for communication with the agency's HES system. Enhabit has invested in our team's training and certification and is ready to begin scoring and mentoring additional staff as the ordinance goes into effect.

Enhabit is firmly committed to the success of the Home Energy Score Ordinance, and is proud to be a partner in the expert team convened by Earth Advantage.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Miller", with a stylized flourish at the end.

Tim Miller
CEO, Enhabit

Letter of Support for Earth Advantage Response to BPS Home Energy Score Ordinance RFI

March 15, 2017



Kyle Diesner
Policy Analyst
Bureau of Planning and Sustainability
City of Portland

Dear Kyle,

The Home Performance Guild of Oregon offers its enthusiastic support to the development and implementation the City of Portland's Home Energy Score Ordinance. In service of that, we happily endorse and offer our support for the Earth Advantage project team's response to the Request for Interest for Private-Sector Partnership to Support Implementation of Portland's Home Energy Score Ordinance.

Since it's founding in 2009, the Home Performance Guild has been representing the Home Energy Assessor community though the development of home energy scoring policy in Oregon. In 2013 the Guild stepped into a leading role by authoring 2013's House Bill 2801, which established statewide standards for home energy assessors and energy scoring systems. We felt that setting standards for home energy assessors through the CCB would fully professionalize our industry, and create consistent standards for home energy assessors across the state of Oregon. We have been acting as stewards of that law, and the resulting regulations, since it's passage through two rounds of rulemaking and as leading participants on the HB2801 HEPS Stakeholder Panel. We see the passage of Portland's Home Energy Score Ordinance in late 2016 as the culmination of those efforts. We anticipate that its successful implementation will yield lasting dividends for our Home Performance industry – locally, regionally and nationally.

As the Home Performance industry association, we feel that we are uniquely suited to support implementation of the HESO by acting as an on boarding facilitator, and acting as a coordinator and host (rather than as a trainer) of the supporting trainings. The City also has indicated that it wants to ensure that disadvantage and minority owned businesses get a fair shot at this business. The Guild is committed to helping those businesses receive targeted support and outreach.

Letter of Support for Earth Advantage Response to BPS Home Energy Score Ordinance RFI

March 15, 2017



In support of Earth Advantage's response to the City of Portland Bureau of Planning & Sustainability's Home Energy Score RFI, the Home Performance Guild of Oregon is prepared to offer the following:

1. developing the on boarding process of Home Energy Assessors with Earth Advantage and the City of Portland,
2. conducting Home Energy Assessor recruitment & on boarding,
3. organizing 6th annual Home Performance Guild conference around theme of HESO to aid Home Energy Assessor on boarding, and serve as a HESO stakeholder networking event
4. hosting Home Energy Assessor trainings at Sept 27th Home Performance Conference,
5. delivering on-going Home Energy Assessor outreach and updates, through "HESO Corner" in bi-monthly newsletters (for those HEAs that join the Guild as "HESO Stakeholders"),
6. facilitating and hosting peer-to-peer support and networking events for the HEA community

These services will be provided in 2017 through a mix of market-based Guild membership fees, market-based training fees, and third-party funding sources. In 2018, these services will be provided almost exclusively through market-based Guild membership fees. We expect to formalize our relationship on HESO with Earth Advantage through an MOU, with no money flowing back or forth between us, and Earth Advantage.

Sincerely,

A handwritten signature in black ink, appearing to read "Don MacOdrum".

Don MacOdrum, Executive Director
Home Performance Guild of Oregon
don@hpguild.org | 503-754-5403

MEMO:
Additional Task in Scope of Work for
2016-2017 HPC Grant to Home Performance Guild
March 16, 2017



BRIAN,

AS PER OUR PHONE CONVERSATION TODAY, THE HOME PERFORMANCE GUILD OF OREGON WOULD GREATLY APPRECIATE IF YOU WOULD APPROVE ONE ADDITIONAL TASK TO BE ADDED TO THE SCOPE OF WORK DETAILED IN APPENDIX A OF OUR 2016-2017 \$5,000 GRANT AGREEMENT, EFFECTIVE THROUGH DECEMBER 31, 2017. PLEASE ADD THE FOLLOWING TO "APPENDIX A, SCOPE OF WORK AND SUCCESS CRITERIA" OF THE GRANT AGREEMENT:

AN ADDITIONAL SCOPE OF WORK FOR THIS TASK IS TO UTILIZE THE GRANTEE'S INDUSTRY ASSOCIATION EXPERIENCE AS A COORDINATOR OF HOME ENERGY SCORING PROFESSIONALS AND EXPERTISE WITH HOME ENERGY SCORING SYSTEMS TO SUPPORT SUCCESSFUL IMPLEMENTATION OF THE CITY OF PORTLAND'S HOME ENERGY SCORE ORDINANCE.

SPECIFIC EFFORTS TO BE COMPLETED UNDER THE FUNDING PROVIDED TO THE GRANTEE INCLUDE:

- DEVELOPING THE ON BOARDING PROCESS OF HOME ENERGY ASSESSORS WITH EARTH ADVANTAGE AND THE CITY OF PORTLAND
- CONDUCTING HOME ENERGY ASSESSOR RECRUITMENT & ON BOARDING
- ORGANIZING 6TH ANNUAL HOME PERFORMANCE GUILD CONFERENCE AROUND THEME OF HESO TO AID HOME ENERGY ASSESSOR ON BOARDING, AND SERVE AS A HESO STAKEHOLDER NETWORKING EVENT
- HOSTING HOME ENERGY ASSESSOR TRAININGS AT SEPT 27TH HOME PERFORMANCE CONFERENCE
- DELIVERING ON-GOING HOME ENERGY ASSESSOR OUTREACH AND UPDATES, THROUGH "HESO CORNER" IN BI-MONTHLY NEWSLETTERS (FOR THOSE HEAS THAT JOIN THE GUILD AS "HESO STAKEHOLDERS")
- FACILITATING AND HOSTING PEER-TO-PEER SUPPORT AND NETWORKING EVENTS FOR THE HEA COMMUNITY
- ATTENDING THE 2017 HPC NATIONAL CONFERENCE IN NASHVILLE, TN TO REPORT TO HPC STAKEHOLDERS ON THE HESO EFFORT IN SUPPORT OF ITS REPLICATION AROUND THE COUNTRY

PLEASE CONFIRM YOUR ENDORSEMENT OF THE ABOVE EXPANSION OF OUR GRANT AGREEMENT'S SCOPE OF WORK.

THANK YOU FOR YOUR CONSIDERATION,
DON MACODRUM, EXECUTIVE DIRECTOR
HOME PERFORMANCE GUILD OF OREGON
503-754-5403 | DON@HPGUILD.ORG

March 17, 2017

Kyle Diesner
Policy Analyst
Bureau of Planning and Sustainability
City of Portland

Dear Mr. Diesner,

The International Association of Certified Home Inspectors (InterNACHI) and the Pacific Northwest Chapter of InterNACHI based in Portland Oregon support Earth Advantage's proposed role to assist the city of Portland in implementing the Home Energy Score Ordinance (HESO). InterNACHI has been actively promoting and training HES providers and the PNW Chapter is already preparing to provide HES ahead of local requirements.

Earth Advantage has been a leading organization in the development and implementation of voluntary residential energy labeling programs in Oregon. Earth Advantage has also been an on-going collaborator with key industry participants over the years. They have provided home builder, real estate, and appraiser trainings for many years. They have also been active in data solutions to make it easier for real estate professionals to access information on home energy performance.

The city will benefit from working with a knowledgeable partner like Earth Advantage. Earth Advantage's proposed role in providing quality assurance oversight of the home energy assessor market will help ensure that the energy scores that are put out into the market are reliable and useful.

We support Earth Advantage's involvement with the implementation of HESO and believe it is important to ensure that the Portland market is served by those who know it best.

John De Lance
President, Pacific Northwest Chapter of InterNACHI

CLEAResult®

March 17, 2017

Kyle Diesner
Policy Analyst
Bureau of Planning and Sustainability
City of Portland

Dear Mr. Diesner,

CLEAResult supports Earth Advantage's proposed role to assist the city of Portland in implementing the Home Energy Score Ordinance (HESO).

Earth Advantage has been a leading organization in the development and implementation of voluntary residential energy labeling programs in Oregon. Earth Advantage has also been an on-going collaborator with key industry participants over the years. They have provided home builder, real estate, and appraiser trainings for many years. They have also been active in data solutions to make it easier for real estate professionals to access information on home energy performance.

The city will benefit from working with a knowledgeable partner like Earth Advantage. Earth Advantage's proposed role in providing quality assurance oversight of the home energy assessor market will help ensure that the energy scores that are put out into the market are reliable and useful.

We support Earth Advantage's involvement with the implementation of HESO and believe it is important to ensure that the Portland market is served by those who know it best.



Amanda Potter,
Vice President
3/14/17

March 17, 2017

Kyle Diesner
Policy Analyst
Bureau of Planning and Sustainability
City of Portland

Dear Mr. Diesner,

Ecova supports Earth Advantage's proposed role to assist the city of Portland in implementing the Home Energy Score Ordinance (HESO).

Earth Advantage has been a leading organization in the development and implementation of voluntary residential energy labeling programs in Oregon. Earth Advantage has also been an on-going collaborator with key industry participants over the years. They have provided home builder, real estate, and appraiser trainings for many years. They have also been active in data solutions to make it easier for real estate professionals to access information on home energy performance. Ecova has worked with Earth Advantage over several years. We fully believe in and support Earth Advantage's mission of creating better buildings.

The city will benefit from working with a knowledgeable partner like Earth Advantage. Earth Advantage's proposed role in providing quality assurance oversight of the home energy assessor market will help ensure that the energy scores that are put out into the market are reliable and useful.

We support Earth Advantage's involvement with the implementation of HESO and believe it is important to ensure that the Portland market is served by those who know it best.

Best regards,

A handwritten signature in black ink, appearing to read "Greg Stiles", with a stylized flourish at the end.

Greg Stiles
Senior Director



Home Builders Association
of Metropolitan Portland

March 17, 2017

Kyle Diesner
Policy Analyst, Bureau of Planning and Sustainability
City of Portland

Dear Mr. Diesner,

The Home Builders of Metro Portland (HBA) is a strong supporter of building homes that are more energy efficient and we have many programs and partnerships that promote those efforts. However, as you may know, HBA did not support Portland's new Home Energy Score Ordinance (HESO). Our primary reason was, and remains, that new homes already meet or exceed the HES scoring standard, so this is an unnecessary burden on new construction. In addition, at a time when Portland is facing a housing affordability crisis, adding extra costs to housing, including extra burdens on homeowners of existing housing, is counterproductive.

Nevertheless, we do believe private businesses and non-profits are best suited to help with implementation of the HESO, particularly due to the likelihood of competition and lower costs. As such, HBA supports Earth Advantage's involvement with the city of Portland in implementing the HESO, either in its current form or as may be modified to address the concerns we've raised.

We believe the city will benefit from working with a knowledgeable partner like Earth Advantage. They have been a leading organization in the development and implementation of voluntary residential energy labeling programs in Oregon, as well as an on-going collaborator with key industry participants over the years. Earth Advantage has provided home builder, real estate, and appraiser trainings for many years and has also been active in data solutions which allow real estate professionals to access information on home energy performance.

Earth Advantage's proposed role in providing quality assurance oversight of the home energy assessor market will help ensure that the energy scores that are put out into the market are reliable and useful. We support Earth Advantage's involvement with the implementation of HESO and believe it is important to ensure that the Portland market is served by those who know it best.

Sincerely,

Kaitlin Torney
Education and Sustainability Manager

Paul Grove
Director of Government Relations

Home Builders Association of Metro Portland
15555 SW Bangy Rd., Ste. 301
Lake Oswego, OR97035
503-684-1880 • Fax 503-684-0588



March 17, 2017

421 SW Oak St., Suite 300
Portland, OR 97204

1.866.368.7878
503.546.6862 **fax**
energytrust.org

Kyle Diesner
Policy Analyst
Bureau of Planning and Sustainability
City of Portland

Mr. Diesner,

On behalf of Energy Trust of Oregon, I am providing a letter detailing our working relationship with Earth Advantage. Earth Advantage is responding to the City of Portland's Request for Information (RFI) for an organization to provide Home Energy Score quality assurance, training, and a software system and scoring system. Energy Trust's Senior Residential Project Manager Andrew Shepard is serving on the city's selection committee, and this letter offers clarifying information on the working relationship the two organizations have formed over the past decade.

Energy Trust (www.energytrust.org) is a nonprofit organization that helps Oregon residential, business and nonprofit utility customers save energy and generate renewable power. Our residential programs deliver information and cash incentives to homeowners and renters installing energy-efficient products and equipment in their homes. We also provide training and support to home builders, real estate professionals and other allied businesses serving customers.

As part of our portfolio of services, Energy Trust developed in coordination with Earth Advantage a voluntary home energy score. The resulting EPS™, an energy performance score, indicates the energy consumption, utility costs and carbon footprint for newly built and existing homes. Earth Advantage also worked with Energy Trust to educate, train and support home builders, appraisers and real estate professionals in providing and informing home buyers about EPS. Earth Advantage has been a knowledgeable and effective organization for Energy Trust to work with in providing accurate and reliable scores to home buyers. Since launching the score in 2009, more than 10,000 homes in our service territory have received an EPS. Going forward, Energy Trust's voluntary EPS for existing homes will phase out within the City of Portland, to be replaced with the city's mandated Home Energy Score at the time of sale.

We look forward to working with the City of Portland and all awarded respondents of the RFI to serve Portland residents over the coming years.

Sincerely,

Thad Roth
Residential Sector Lead
Energy Trust of Oregon