

South Bay Cities Council of Governments

January 13, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

RE: Contract to Provide Support to the Regional Energy Network with The Energy Coalition

Adherence to Strategic Plan:

Goal A: Environment, Transportation, and Economic Development. Facilitate, implement, and/or educate members and others about environmental, transportation, and economic development programs that benefit the South Bay.

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) has been a partner with Southern California Edison for the past several years. Due to California Public Utilities Commission requiring utilities to move 60% of the energy efficiency portfolio to 3rd party providers, Edison has dissolved all partnerships effective December 31, 2019. The SBCCOG's partnership with SoCalGas remains in effect through 2020 but is anticipated to end December 31, 2020.

The SBCCOG member cities have considerable energy efficiency opportunities still to be acted on. Recent facility benchmarking reports indicate that several of the South Bay municipal facilities are performing under national standards and have more that can be done.

DISCUSSION

To help fill this gap, the SBCCOG has the opportunity to contract with The Energy Coalition to provide support to the Regional Energy Network in identifying and facilitating energy efficiency project delivery. The Regional Energy Network is a nonprofit hired by Los Angeles County to implement municipal energy efficiency under the Regional Energy Network. The draft contract scope of work is very similar to the work previously being done through the utility partnerships.

RECOMMENDATION

Direct staff to finalize the scope of work and contract, with legal review, to be approved by the SBCCOG Board at the January meeting.

January 6, 2020



South Bay Cities Council of Governments
Attn: Kim Fuentes
20285 S Western Ave #100,
Torrance, CA 90501

Subject: Project Name: SoCalREN Regional Partnerships 1022A PDP
The Energy Coalition Project No.: TEC20-0046

Dear Kim Fuentes,

We are pleased to offer South Bay Cities Council of Governments (hereinafter "Subconsultant") this opportunity to participate with us in the performance of services for the subject contract. This letter of agreement, in conjunction with its attachments and exhibits, shall become the contract between ourselves which will govern our mutual obligations to one another, and to the client to whom such services are ultimately rendered (hereinafter the "Agreement").

Included as Attachment 4, please find a copy of the Prime Agreement Terms and Conditions between The Energy Coalition ("The Energy Coalition"), and Los Angeles County (hereinafter the "Client"), dated September 1, 2019 (Date) (hereinafter the "Prime Terms and Conditions"). Your services in support of The Energy Coalition as outlined hereunder shall hereinafter be known as the "Subconsultant Work". The Terms and Conditions are incorporated by reference, and shall be binding upon you to the extent described therein.

THE ENERGY COALITION shall pay you for the full, accurate, and timely performance of the Subconsultant Work, pursuant to the compensation provisions herein.

Our Agreement consists of this letter and the following documents, which are incorporated by reference:

Attachments:

- 1 Scope of Services
- 2 Schedule of Payments
- 3 General Subconsultancy Terms and Conditions
- 4 The Prime Agreement Terms and Conditions (Work Order ESS1022A)
- 5 Non-Disclosure Agreement
- 6 Los Angeles County Required Forms (8 Exhibits)

The foregoing and all attachments constitutes the entire understanding between the parties, and supersedes all prior proposals, negotiations, agreements, letters of intent and written and oral statements, representations and agreements. No modifications shall be effective unless in writing and executed by both parties.

Please return the following documents:

- Signed copy of the Subconsultant Agreement (Attachments 1-6) – completed via electronic signature.
- Insurance Certificates (See Section IX Insurance)
- W9
- Business License

Work on this project will not be authorized to begin until all documents are received and sent to LA County for approval.

Please email these documents to: AP@energycoalition.org

We look forward to working with your firm on this project.

Sincerely,

Craig Perkins
Executive Director

Attachment 1
Scope of Services
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046

THE ENERGY COALITION

Base Services:

Subconsultant will provide regional public agency engagement, outreach and implementation support for the Southern California Regional Energy Network Energy Efficiency Project Delivery Program. TEC has requested assistance with general program support, program marketing, regional engagement support, energy planning, education and training, agency recognition, program motivation and competition, and identification of pilot activities. The Subconsultant shall be guided in their work by TEC.

Task 1: General SoCalREN Program Support

Task 1.1 The Subconsultant will provide overall project management of this Scope of Services, including staffing, reporting, scheduling, quality control, and budget oversight. The Subconsultant will manage production of high quality deliverables that meet the scope, schedules, and complete work within the budget for assigned projects and tasks.

Task 1.2 The Subconsultant will monitor the contract budget for all assignments and may be asked to provide a monthly report to describe the details of the activities performed. The Subconsultant will submit monthly invoices in a format acceptable to TEC.

Task 1.3 The Subconsultant may attend meetings as requested to participate in program training and implementation activities and to review and discuss program assignments and deliverables with TEC staff.

Task 1.4 The Subconsultant may provide other additional general program support upon request such as the development of program procedures and documents, program tools, prioritization of strategies, and other miscellaneous tasks.

Task 2: Program Marketing

Subconsultant will support SoCalREN program marketing efforts to increase overall project, partnership, and program visibility and presence through the following tasks.

Task 2.1 The Subconsultant will identify and attend events and conferences for program promotion to eligible public agencies. Event attendance must be pre-approved by TEC.

Task 2.2 The Subconsultant will collaborate with TEC on the development of co-branded marketing materials and support efforts for distribution.

Task 3: Regional Engagement Support

Subconsultant will support TEC in generating new SoCalREN enrollments and registrations with public agencies within their geographic region of influence.

Task 3.1 The Subconsultant will make introductions with existing eligible agency partnerships and identify opportunities with new eligible regional agencies. The Subconsultant will communicate and meet with agencies, other stakeholders, and TEC to support the engagement process through enrollment in programs.

Task 4: Energy Planning

Subconsultant will support program in efforts related to portfolio energy analysis and project identification with enrolled agencies within the region.

Task 4.1 The Subconsultant will coordinate with the assigned TEC Project Manager to support activities related to an agency's portfolio energy analysis. This includes facilitation of data collection and access along with other tasks as assigned.

Task 4.2 The Subcontractor will support long-term energy planning and project identification as assigned.

Task 5: Education & Training

Subconsultant will support TEC to coordinate and deliver education and training activities to enrolled public agencies.

Task 5.1 Subconsultant will work with TEC to coordinate and deliver "Lunch and Learn" presentations to targeted enrolled agencies in order to identify energy project potential.

Task 5.2 Subconsultant will work with TEC to coordinate behavior change initiatives paired with retrofit projects to maximize value and ensure persistence in savings for completed energy efficiency SoCalREN projects. Activities will be guided and pre-approved by TEC.

Task 6: Agency Recognition

Subconsultant will bolster community and agency support for additional projects through the celebration of agency and project success.

Task 6.1 Subconsultant will coordinate with TEC and regional public agencies to apply for awards, deliver presentations and prepare case studies that celebrate project and agency success with SoCalREN programs. Other activities to celebrate success may be identified and must be pre-approved by TEC.

Task 7: Program Motivation & Competition

Subconsultant will work with TEC and other identified stakeholders to support the development and implementation of an innovative competitive model for agency motivation.

Task 8: Identification of Additional Activities

Subconsultant may work with TEC and Los Angeles County to identify potential SoCalREN strategies activities that support regional communities. Implementation of identified additional activities is outside the scope of this agreement.

Attachment 2
Schedule of Payments
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046
THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a **Time and Materials** basis. The estimated cost to perform the services set forth in Article 1, "Base Services" is \$100,000.00. Subconsultant shall not exceed this estimated amount without the express written authorization of THE ENERGY COALITION. THE ENERGY COALITION must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide THE ENERGY COALITION with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Work. In such event, THE ENERGY COALITION may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice THE ENERGY COALITION monthly pursuant to the requirements of this Agreement.

Title	Hourly Rate (\$)

B. Payment for Additional Services: N/A

Attachment 3
General Subconsultancy Terms and Conditions
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046

THE ENERGY COALITION

This Agreement is made as of the date of execution (Date), by and between South Bay Cities Council of Governments (“Subconsultant”) and THE ENERGY COALITION (“THE ENERGY COALITION”). The period of performance of this Agreement is the effective date through December 31, 2020. **Work will not commence until all agreement materials are reviewed and approved by Los Angeles County.**

The Subconsultant is:

Name: South Bay Cities Council of Governments
Address: 20285 S Western Ave #100, Torrance, CA 90501
Name of Contact Person: Kim Fuentes

The Prime Contractor is:

Name: The Energy Coalition
Address: 47 Discovery, Suite 250, Irvine, CA 92618
Name of Contact Person: Ivana Dorin

The Owner of the Project and Project property (“Client”) is: Los Angeles County

As provided in this Agreement, Subconsultant will provide professional planning and design services for the following project (the “Project”): **SoCalREN Regional Partnerships 1022A PDP**

Attached and incorporated by reference herein is the Prime Agreement Terms and Conditions (Attachment 4) for the Project between THE ENERGY COALITION and LOS ANGELES COUNTY. Subconsultant agrees to be bound by and perform all TERM AND CONDITIONS applicable to Contractor under the Master Agreement By and Between County of Los Angeles Internal Services Department and The Energy Coalition for Energy Support Services (ESSMA) and Master Agreement Work Order and Amendments. Subconsultant hereby agrees to all performance and contractual provisions provided for in the Prime Agreement TERMS AND CONDITIONS unless otherwise agreed upon herein.

I. Subconsultant Services.

1. Scope of Services

Subconsultant will provide, in accordance with this Agreement and the Prime Agreement, the “Base Services” and, if requested in writing by THE ENERGY COALITION, the “Additional Services” as described in Attachment 1 – Scope of Services. Such services shall include all work necessary and incidental to the complete and accurate performance of such services. This work, together with any amendments agreed upon in writing by THE ENERGY COALITION are referred to herein as the “Subconsultant Work”.

Subconsultant must notify THE ENERGY COALITION in writing prior to performing any work not specifically described in Attachment 1, and receive authorization to proceed in writing by THE ENERGY COALITION before commencing such work. In the absence of such notice and approval, Subconsultant shall not be compensated for such work performed.

Subconsultant shall perform the Subconsultant Work in a sound professional manner satisfactory to THE ENERGY COALITION and so as to enable THE ENERGY COALITION to deliver the Work, and other work that is dependent on the Work, as required under the Prime Agreement. Subconsultant shall cooperate with THE ENERGY COALITION as necessary to enable THE ENERGY COALITION to fulfill its obligations under the Prime Agreement including, but not limited to, at the request of THE ENERGY COALITION, participating in meetings to discuss or establish procedures, strategy, project plans and schedules for performance of the Prime Agreement, the preparation of and adherence to work schedules and personnel assignments, and the sharing of information and work product.

Subconsultant shall notify THE ENERGY COALITION by written memorandum of any change to or condition of the Subconsultant Work which may materially, in the professional opinion of the Subconsultant; result in a design or construction conflict with other elements of the design, adversely affect the schedule or sequence of construction, result in an unsafe condition, or diverge from the usual and customary standard of care.

2. Coordination

Subconsultant shall coordinate the schedule, content, and sequence of the Subconsultant Work with the work of others, including the work of THE ENERGY COALITION, other Subconsultants to THE ENERGY COALITION, or the Owner's consultants. If Subconsultant becomes aware of a conflict or discrepancy between the Subconsultant Work and the work of others, it shall notify THE ENERGY COALITION immediately in writing.

Except as authorized by THE ENERGY COALITION in writing, all communication between the Subconsultant and the Owner, the Owner's consultants, other Subconsultants of THE ENERGY COALITION or any other party shall be forwarded through THE ENERGY COALITION.

3. Schedule

Subconsultant agrees and understands that THE ENERGY COALITION is dependent upon Subconsultant to perform the Subconsultant Work so as to enable THE ENERGY COALITION to fulfill its obligations under the Prime Agreement with regard to schedule, and that adherence to such schedule is of essence to this Agreement.

After commencement of the Subconsultant Work, Subconsultant shall notify THE ENERGY COALITION immediately by telephone, and confirm in writing within five (5) business days, after any event or condition impairing its ability to meet the schedule, together with proposed revisions to the schedule and a proposed plan for mitigating the effects of such event or condition. Except to the extent that the Prime Agreement provides to the contrary, Subconsultant shall not be responsible for delays occasioned by events or conditions beyond its reasonable control and not reasonably foreseeable by Subconsultant. To the extent permissible under the Prime Agreement, THE ENERGY COALITION shall seek an equitable extension of the schedule, and (as appropriate) an equitable adjustment to the fee to account for delays or mitigation occasioned by such events or conditions. THE ENERGY COALITION shall have no other obligation to Subconsultant arising out of such events or conditions. Except as specifically provided hereinabove, Subconsultant shall be responsible for all acceleration of performance or other mitigation necessary to meet the schedule.

II. THE ENERGY COALITION's Responsibilities

THE ENERGY COALITION shall provide Subconsultant with all information, diagrams, plans, reports or specifications provided by or through the Owner as applicable to the performance of the Subconsultant Work. THE ENERGY COALITION does not warrant or represent that the information provided is accurate or complete, and Subconsultant is permitted to rely on the accuracy and completeness of such information only to the extent that THE ENERGY COALITION is granted such a right under the Prime Agreement.

In the event that Subconsultant requires additional information in order to complete the Subconsultant Work, it shall provide a written request to THE ENERGY COALITION detailing the nature of such information and the rationale for the request. In the exercise of its sole discretion, THE ENERGY COALITION shall exercise its best efforts to secure such information from the Owner.

III. Fees for Services

Fees for Subconsultant's Base Services shall be as set forth in Section A of Attachment 2 – Schedule of Payment and fees for any Additional Services authorized by THE ENERGY COALITION shall be as set forth in Section B of Attachment 2. Compensation for overtime rates higher than regular rates must be approved by THE ENERGY COALITION in writing prior to Subconsultant incurring such overtime.

Costs for services of professional consultants engaged by Subconsultant and approved by THE ENERGY COALITION will be reimbursed in the amount billed to Subconsultant.

Subconsultant's out-of-pocket expenses will be reimbursed at the amount actually incurred by Subconsultant in the performance of the Work but only if authorized in writing in advance by THE ENERGY COALITION.

IV. Payment

1. General

Subconsultant understands and agrees that THE ENERGY COALITION is dependent upon payment by the Owner to meet its obligations to pay the fees and reimbursements provided under this Agreement. Therefore, to the fullest extent permissible under the applicable law, THE ENERGY COALITION's payment obligations under this contract are subject to a condition precedent, its receipt of payment in full by the Owner under the Prime Agreement. If (and only if) such condition precedent is held unenforceable by a court of competent jurisdiction, then THE ENERGY COALITION's payment obligations shall become binding only upon such time as it receives payment in full by the Owner under the Prime Agreement, but in no event shall such obligations be delayed for an unreasonable time, which shall be construed to include such time necessary to take reasonable action against the Owner to recover payment. Notwithstanding anything to the contrary hereunder, however, THE ENERGY COALITION shall not be required to make payment in the event of the Subconsultant's default unless and until it has ascertained the extent of the damages and costs to THE ENERGY COALITION arising out of such default and has deducted such amounts from those sums owing the Subconsultant hereunder.

2. Payment Provisions

Subconsultant shall submit electronic invoices to THE ENERGY COALITION for services and expenses in a form acceptable to THE ENERGY COALITION, together with supporting receipts for all expenses at such times as delineated in Attachment 2. Subconsultant agrees to provide such supporting documentation for each invoice as THE ENERGY COALITION may reasonably require.

Invoices are due to THE ENERGY COALITION on the third business day of the month for services performed the prior month. Invoices will be submitted via email to AP@energycoalition.org.

Except as provided otherwise above, THE ENERGY COALITION will pay approved invoices within thirty (30) days after THE ENERGY COALITION has actually received payment from the Owner for the invoiced services and expenses, reduced, however, by the proportion of each invoice, if any, held back by the Owner pursuant to the Prime Agreement. THE ENERGY COALITION shall not be obligated to pay Subconsultant for services or expenses cited by the Owner as a rationale for nonpayment. If the Owner disputes any invoice items for Subconsultant's services or reimbursable expenses and the dispute cannot be resolved by the Owner, THE ENERGY COALITION and Subconsultant, THE ENERGY COALITION will file a claim pursuant to the Prime Agreement on behalf of Subconsultant,

provided, however, that Subconsultant shall prosecute the claim itself and be solely responsible for all costs incurred in connection therewith.

In conjunction with the presentation of the final invoice, Subconsultant shall provide unconditional lien waivers in a form, and with the content as required by applicable state law constituting an effective waiver of any and all claims of lien by Subconsultant and its sub-Subconsultants, advisors or suppliers. In addition, such invoice shall constitute the representation by Subconsultant that for itself and its agents, representatives, employees and sub-Subconsultants all payments owing such entities have been made upon the satisfaction of such invoice, and shall constitute a waiver of any further claim for payment. Acceptance by Subconsultant of the final payment under this agreement shall constitute and operate as a release to Owner and THE ENERGY COALITION of all claims and liability to Subconsultant, its representatives, Subconsultants, and assigns for any additional compensation or payment relating to any and all things done or furnished by Subconsultant under or in connection with, this Agreement. However, final payment shall in no way relieve the Subconsultant of liability for its obligations or for faulty or defective work discovered after final payment.

Except as otherwise provided above, THE ENERGY COALITION will exert all reasonable and diligent efforts to collect payment from the Owner. If THE ENERGY COALITION incurs costs such as legal fees and expenses in its efforts to collect payments from the Owner, Subconsultant shall be responsible for such costs in the proportion that the amount of Subconsultant's uncollected payment bears to the total of uncollected payments and THE ENERGY COALITION may deduct such amounts from the payment otherwise to be made to Subconsultant.

V. Termination and Suspension

1. Termination at Will

Upon the giving of seven (7) days written notice and in the exercise of its sole discretion THE ENERGY COALITION shall have the right to terminate this Agreement. Except as provided otherwise hereunder, Subconsultant shall be paid for the Subconsultant Work satisfactorily performed to the date of termination to the extent that THE ENERGY COALITION receives payment from the Owner. In the event this Agreement is terminated, THE ENERGY COALITION will not be responsible for any of Subconsultant's termination expenses.

2. Termination for Default

THE ENERGY COALITION may terminate this Agreement at any time in the event of: (i) a material failure by Subconsultant in the performance of its obligations under this Agreement; (ii) the abandonment or material failure in the timely performance of its obligations under this Agreement, or (iii) a general assignment by Subconsultant for the benefit of its creditors, the filing of a petition of bankruptcy, appointment of a receiver for Subconsultant's assets; or other attachment of all or a substantial part of Subconsultant's assets. If this Agreement is so terminated, THE ENERGY COALITION may, at its option, proceed with performance of the Subconsultant Work in any manner deemed appropriate by THE ENERGY COALITION, and any additional costs incurred by THE ENERGY COALITION in performance of such Subconsultant Work shall be deducted from the amount which would otherwise be due Subconsultant under this Agreement. In such event, Subconsultant shall be liable to THE ENERGY COALITION for any and all claims, damages, losses, costs and liabilities sustained as a result of such default. Subconsultant shall also be liable to THE ENERGY COALITION for all costs, expenses or liabilities of any kind incurred in connection with, or as a result of, termination including, without limitation, reasonable attorney's fees, regardless of whether proceedings are instituted to enforce the provisions of this Agreement or the Prime Agreement.

3. Suspension

THE ENERGY COALITION may, upon written notice to the Subconsultant, suspend performance of this Agreement upon the exercise of its sole discretion. If any such period of suspension exceeds 6

months in continuous duration, this Agreement may be deemed terminated by Subconsultant, and it may demand payment pursuant to the provisions of Clause V(1) above dealing with termination at will.

Except as directed by THE ENERGY COALITION in writing, and notwithstanding any dispute between THE ENERGY COALITION and Subconsultant that may then exist, Subconsultant shall not suspend its services under this Agreement, or otherwise act or fail to act in such a way as may impact the timely performance of THE ENERGY COALITION under the Prime Agreement.

VI. Subconsultant's Documents

1. Infringement of Intellectual Property Right

Subconsultant warrants that all of the reports, documents, plans, specifications, memoranda, or other information provided to THE ENERGY COALITION or the Owner under this Agreement or created pursuant to this Agreement (the Subconsultant's Documents) are the works of independent authorship of the Subconsultant, and do not infringe upon or otherwise violate the rights of intellectual property of any other entity or individual.

2. Ownership of Documents

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), the Subconsultant's Documents provided to THE ENERGY COALITION or the Owner under this Agreement are the instruments of professional service of the Subconsultant who shall retain all rights of intellectual property attaching thereto. Notwithstanding the foregoing, Subconsultant grants an irrevocable and unlimited license to THE ENERGY COALITION and the Owner to use such Documents for any purpose directly related to or arising out of the Prime Agreement. Subconsultant shall retain copies of all such Documents for their records unless otherwise provided in the Prime Agreement.

3. Delivery of Documents

The Subconsultant shall deliver all of its Documents, whether wholly or partially completed, to THE ENERGY COALITION upon written demand. Such delivery shall be accomplished without regard to any actual or alleged dispute between Subconsultant and THE ENERGY COALITION which may then exist.

VII. Confidentiality

Unless otherwise provided under the Prime Agreement, which shall govern, during the performance of this Agreement and for five (5) years thereafter, Subconsultant agrees to maintain in confidence and not to disclose to any public or private entity or individual, without THE ENERGY COALITION's prior written consent, any Confidential Information of THE ENERGY COALITION or the Owner. For the purposes of this paragraph, "Confidential Information" shall mean the trade secrets, marketing plans, business plans, designs, drawings, reports, strategies, memoranda, data, findings, material, or other information which is (a) provided to Subconsultant by THE ENERGY COALITION or the Owner, or (b) which the Subconsultant develops or discovers as a consequence of its performance of services hereunder but only where such information was not known to Subconsultant prior to the performance of such services or is otherwise available from a public source. In the event Subconsultant receives a demand for the release of such information pursuant to the operation of law, it shall immediately notify THE ENERGY COALITION in writing of such demand.

VIII. Publicity

Notwithstanding any limitations or guidelines set forth in the Prime Agreement regarding the handling of publicity, Subconsultant and THE ENERGY COALITION agree that each shall provide the other notice of the impending publication of an article, book, manuscript, photograph, or other publication describing or displaying the project associated with the Work. To the extent practicable, Subconsultant

and THE ENERGY COALITION shall give the other credit in any such article, book, manuscript, or other photograph and shall provide the proposed text of such credit to the other for review and reasonable modification.

IX. Insurance

Unless additional insurance limits are required under the Prime Agreement (in which case they shall govern), minimum insurance requirements are as follows. Under all circumstances, the policies of commercial general liability and commercial automobile liability insurance required to be maintained by Subconsultant hereunder shall name THE ENERGY COALITION, its agents and employees AND Los Angeles County, its Special Districts, its officials, officers and employees as additional insured, shall be primary and non-contributing with any other insurance maintained by THE ENERGY COALITION and shall provide for a severability of interests.

Subconsultant shall procure and maintain insurance from companies authorized to do business in the State of California and, except for policies issued on behalf of underwriters at Lloyds of London, assigned an A.M. Best's rating of no less than A-(IX), and in an amount, and, for such periods, as to protect THE ENERGY COALITION and Subconsultant against a claim arising out of, or related to, the performance under this Agreement.

Coverage shall be as follows:

- (A) Commercial general liability (ISO Form CG 0001 11/85 or its equivalent), with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate,
- (B) Commercial automobile liability (owned, non-owned and hired) (ISO Form CA 0001 12/90 or its equivalent, with limits of not less than \$1,000,000 per occurrence;
- (C) Worker's Compensation Insurance with statutory limits, as required by the state in which the work is to be performed,
- (D) Employer's Liability Insurance of not less than \$1,000,000 policy limit; and
- (E) Professional Liability Insurance (including environmental liability coverage) of not less than \$1,000,000 per claim and in the aggregate.

Prior to commencing work under this Agreement, Subconsultant shall provide THE ENERGY COALITION with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates shall reference THE ENERGY COALITION Project Name and Number on the certificates. Certificates of Insurance for commercial general liability automobile liability, workers' compensation/ employer's liability, and professional liability insurance shall specify that the insurer shall give the Prime Consultant an unqualified (30) day's advance written notice prior of any cancellation the policy (except in the event of non-payment of premium, in which case ten (10) day's notice shall be given).

All coverages required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of at least three (3) years after completion of the work or for such time period required by the Prime Agreement, whichever is the longer. Certificates of Insurance shall be provided within thirty (30) days of the execution of this agreement, and shall be provided within ten (10) days of the expiration of any policy, evidencing renewal of the required coverages at any time during the period such policy is required to be maintained by Subconsultant hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement, and THE ENERGY COALITION may withhold payment to Subconsultant pending a cure of such breach.

X. Indemnification

Unless otherwise set forth in the Prime Agreement, which shall govern, then Subconsultant agrees to defend, hold harmless and indemnify THE ENERGY COALITION from and against damages, reasonable attorney's fees, losses, costs, and expenses which may be incurred as a result of a claim or claims against it by any other third party to whom Subconsultant is liable, to the extent caused by or arising out of any negligence or willful misconduct, alleged or otherwise, that is related to Subconsultant's involvement with the Project or Project property.

XI. Miscellaneous

1. Independent Contractor Status

Consultant shall perform the Work as an independent Contractor and neither the Consultant nor any of its officers, employees or agents shall be the employee or agent of THE ENERGY COALITION. Consultant is not a joint venturer with THE ENERGY COALITION.

2. Subconsultant Representative

Consultant shall designate, in writing, an individual or individuals acceptable to THE ENERGY COALITION who shall have principal supervisory responsibility for the performance of the Work under this Agreement and with whom THE ENERGY COALITION may communicate with respect to the performance of the Work or Consultant's obligations under this Agreement. At the request of THE ENERGY COALITION, such individual shall attend meetings requested by THE ENERGY COALITION or the Owner concerning or relating to the Work.

3. Subcontracting & Assignment

Subconsultant shall not subcontract all or any part of the Subconsultant Work without the prior written consent of THE ENERGY COALITION and any such subcontract shall not relieve Subconsultant from its obligations to THE ENERGY COALITION, or modify the obligations of THE ENERGY COALITION to Subconsultant including, without limitation, obligations for payment of compensation under this Agreement.

Subconsultant agrees and understands that THE ENERGY COALITION has selected Subconsultant for its specialized expertise, and acknowledges the creation of a relationship of trust and confidence arising out of such selection. Subconsultant shall not assign its duties and obligations under this Agreement under any circumstances.

4. Notice

Any required or permitted notice shall be in writing and shall be delivered either personally or by deposit in the United States mail, first-class postage prepaid, addressed to the party at the address specified for such party below its signature to this Agreement, which addresses may be changed by written notice given in accordance with this paragraph. If notice is given by mail, it shall be deemed to have been received on the third business day after deposit in the United States mail, postage prepaid.

5. Applicable Law & Venue

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), this Agreement shall be governed by and construed in accordance with the laws of the State of California, excepting only its conflicts of laws. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of any provision shall not effect any other provision of this Agreement and the Agreement shall be construed and enforced as if such unenforceable provision were not included.

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), with regard to any suit arising out of, or in any way related to this Agreement, Subconsultant agrees to submit to the jurisdiction of California, courts, and specifically to venue in the applicable court.

6. Conflicts

In the event of any conflict between this Agreement and any of the provisions of the Prime Agreement, the provisions of this Agreement shall control, except to the extent that the Prime Agreement requires

that this Agreement specifically, or all subcontracts generally, contain a provision, or limit, or amount, which is in conflict with one or more of the provisions herein.

7. No Waiver

None of the provisions of this Agreement shall be considered waived by either party thereto unless such waiver is reduced to writing and signed by the party to be charged. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

8. Survivability

All those provisions of this Agreement which by their terms require performance after the termination hereof shall survive such termination. Such provisions shall include, but shall not be limited to, VI(2) Ownership of Documents, VII Confidentiality, VIII Publicity, IX Insurance, X Indemnification, XI(5) Applicable Law & Venue, and XI(6) Conflicts.

9. Performance and Warranty

Subconsultant represents that it is qualified to perform the work and that the services shall be performed in a manner consistent with the best industry practices. Subconsultant warrants to THE ENERGY COALITION and its Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all work under this Agreement shall be of good quality, free from faults and defects, and in conformance with this Agreement.

10. Permits and Licenses

Subconsultant certifies that it is properly licensed in the jurisdiction where the work is being performed and that it has obtained permits, business licenses and such other documents which may be required by the appropriate governmental or other authority having jurisdiction over the work. Subconsultant shall indemnify and hold harmless THE ENERGY COALITION and Owner from any penalties, fees or other charges levied because of the failure of Subconsultant to conform to this provision.

11. Equal Employment and Affirmative Action

Subconsultant hereby agrees to comply with Executive Order 11246, as amended, and its implementing regulations (including the Equal Opportunity clause set forth in Section 202 of such Order) and Section 60-1.4 (a) of the regulations of the Secretary of Labor, Title 41 CFR, Chapter 60, Parts 1 – 60, which are incorporated into this Agreement by reference. In addition, this Agreement incorporates reference the Affirmative Action clauses of the Rehabilitation Act of 1973 at 41 CFR Section 60-741.1, and the Vietnam Era Veterans Readjustment Act of 1974 at 41 CFR Section 60-2050.4, as amended.

12. Retroactive Effect

The terms and conditions of this Agreement shall apply retroactively to the first date upon which Subconsultant began providing services related to the Project, including but not limited to the Subconsultant Work.

13. Compliance with Law

- A. No Party to this agreement shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity which is:
 - (1) illegal under any applicable laws or regulations, or;
 - (2) would have the effect of causing THE ENERGY COALITION or its subsidiaries or affiliates to be in violation of the U.S. Foreign Corrupt Practices Act.
- B. In connection with this agreement, no party shall give, offer, promise, or authorize, directly or indirectly, anything of value to

- (1) an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the territories in which work will be performed hereunder;
- (2) any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:
 - i. influence any official act or decision, or;
 - ii. induce an Official to use his or her influence to affect a decision of any government or international organization, or;
 - iii. assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
 - iv. to obtain an unfair advantage for the Parties in any respect.
- C. In connection with this Agreement, no Party shall make a contribution to any political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this agreement.
- D. Subconsultant shall not retain or engage a third party to carry out sales or marketing obligations in connection with the scope of this Agreement without obtaining THE ENERGY COALITION's prior written consent. THE ENERGY COALITION reserves the right in its sole discretion to reject a request to engage or retain any such third party.
- E. Subconsultant hereby covenants that no officer, director, owners, principal shareholder, family members thereof, agent, representative or employee of Subconsultant is an Official and that Subconsultant shall not employ any Official during the term of this Agreement. Subconsultant further covenants that no Official is deriving any benefit, directly or indirectly, from this Agreement.
- F. In no case shall THE ENERGY COALITION be obligated to take any action or make any payment to Subconsultant that would cause THE ENERGY COALITION to suffer a penalty or contravene applicable laws or regulations, including but not limited to the laws of the territories in which work will be performed and those of the United States.

If Subconsultant breaches any of the covenants contained in this section, THE ENERGY COALITION shall have the right to immediately terminate this Agreement without penalty or further payment of any sums due and owing or claimed by Subconsultant hereunder. In such instance, Subconsultant shall indemnify THE ENERGY COALITION for any penalties, losses and expenses resulting from such breach of the provisions of this section.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

SOUTH BAY CITIES COUNCILS OF GOVERNMENT

By: _____

By: _____

Print: Craig Perkins

Print: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**Attachment 4
Prime Agreement
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046**

See attachment.

ATTACHMENT 4

Work Order No. ESS1022A

County Master Agreement No. I104421

ENERGY SUPPORT SERVICES MASTER AGREEMENT WORK ORDER (FULLY BURDENED HOURLY RATE)

THE ENERGY COALITION
(CONTRACTOR NAME)

Project Title: SoCalREN Public Agency Energy Efficiency Project Delivery Program

Period of Performance: Work Order execution through August 31, 2021

Master Agreement Project Director: Christie Carr

County Project Manager: Lujuana Medina

I. GENERAL

This Work Order will be effective September 1, 2019. The County of Los Angeles (County) Project Manager (CPM) will issue a Notice-to-Proceed (NTP) prior to any work commencing.

- A. Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work (Attachment 1), in compliance with the terms and conditions of Contractor's Master Agreement.

II. PAYMENT/TERM

- A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order is [REDACTED] in accordance with the fully burdened hourly rates listed in Pricing Schedule, Attachment 2.

A.1 Additional Staffing Titles

Any work involving additional Staffing Titles are subject to prior written approval by the County.

- B. Contractor shall invoice County monthly for work completed in accordance with the terms and conditions of Contractor's Master Agreement and SOW. All payments shall be made upon approval by the CPM.
- C. Contractor shall satisfactorily provide and complete all required deliverables in accordance with the Statement of Work (Attachment 1), notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount set forth in Section II.A, Payment/Term, of this Work Order.

D. Contractor shall submit all invoices under this Work Order to:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attn: Contract Unit Supervisor, Finance, Room 222

E. The initial term of the Work Order will be effective September 1, 2019 through a two-year period, with three (3) one-year renewal options, for a maximum term of five (5) years from award of Work Order. The renewal options will be exercised at the County's sole discretion.

F. In each year of the Work Order, the total of all amounts actually expended by the County ("maximum annual expenditures") [REDACTED]

[REDACTED]

G. The awarded Contractor shall notify the County Project Manager (CPM) when the Work Order is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County as stated in the resulting Work Order.

III. SERVICES

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

THE ENERGY COALITION

By: Craig Perkins

Name: Craig Perkins

Title: Executive Director

Date: August 29, 2019

**COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT**

By: Christie Carr

**Christie Carr,
Master Agreement Project Director**

Date: 8-29-19

Attachments:

1. Statement of Work
2. Pricing Schedule

ENERGY SUPPORT SERVICES MASTER AGREEMENT

WORK ORDER 1022A

SoCalREN PUBLIC AGENCY ENERGY EFFICIENCY PROJECT DELIVERY PROGRAM

STATEMENT OF WORK**1.0 STATEMENT OF WORK OVERVIEW**

The County of Los Angeles (County) Project Manager (CPM) will issue a Notice-to-Proceed (NTP) prior to Contractor beginning any work. The NTP will include time frame, specific tasks, and a not-to-exceed amount within the Work Order's Total Maximum Amount.

The Southern California Regional Energy Network (SoCalREN) currently offers a Public Agency Energy Efficiency (EE) Project Delivery Program (PDP), available to any public agency within SoCalREN territory. The PDP serves as a one-stop shop for public agencies to conduct whole building energy efficiency retrofit projects at their facilities.

Contractor shall perform all tasks related to this Statement of Work to implement the SoCalREN EE Project Delivery Program.

2.0 TRANSITION PLAN

Contractor shall work with County staff, SoCalREN administration team, and the incumbent implementer to take over the implementation and administration of the SoCalREN's existing EE Project Delivery Program, which shall include, but not limited to, the following:

- Work with County staff and the incumbent implementer to acquire a thorough understanding of the current program and its processes;
- Undertake all necessary steps to ensure a smooth transition of program implementation with no disruption in the 2019 project pipeline;
- Acquire from incumbent and store all program data relevant to the implementation of the existing program from incumbent implementer;
- Establish and build relationships with existing program participants;
- Contractor shall interview the current program implementer, the interview shall include, but not limited to, the following:
 - (a) Current responsibilities, resource, and processes
 - (b) Tools used (software, reporting) to track projects
 - (c) Needs, areas of concern, key issues to address, and program best practices
- The Transition Plan will be subject to the approval of the CPM. A Transitional Plan schedule shall be submitted to the CPM within 15 calendar days of Work Order execution, and is subject to CPM approval.

3.0 ENERGY EFFICIENCY PROJECT DELIVERY PROGRAM

Upon successful transition from the incumbent implementer, Contractor shall continue to implement the EE Project Delivery Program as directed by the program's most current effective guidelines approved by County staff and as indicated in the most updated formally approved California Public Utilities Commission (CPUC) implementation plan. Contractor shall be responsible for the following, but not limited to:

- Maintain and track program budget and supply necessary monthly budget information to SoCalREN administration team for required CPUC submittal.
- Track all necessary energy efficiency data and metrics as required by the CPUC and the CPM; supply necessary monthly metrics data to SoCalREN administration team for required CPUC submittal.
- Participate in CPUC- Program Coordination Group (PCG) meetings, including but not limited to meetings with CPUC staff, investor-owned utility staff, and various stakeholders, and participate in any other relevant meetings as requested by the County.
- Provide support for CPUC-regulatory filings when requested by County staff and the SoCalREN administration team related to the implementation of the EE Project Delivery Program.
- Assist County staff and the SoCalREN administration team in the preparation of any responses to CPUC requests for data or information related to the implementation of the EE Project Delivery Program.
- Submit a monthly report to SoCalREN administration and County ISD Staff, detailing overall program status, project pipeline status, budget updates, marketing efforts, performance metrics, and other topics as directed by the County. Monthly report format will be determined by the CPM.
- Assist the County as requested in the development or modification of any implementation plan(s), including strategy and tactic development as well as all launch activities.

3.1 Program Implementation

- 3.1.1 Contractor shall utilize a multi-phase project delivery process to move agency projects from planning and identification to execution and completion.
- 3.1.2 Contractor shall attend regularly scheduled and/or as-needed meetings related to the SoCalREN EE PDP Program with County staff, other SoCalREN contractors, IOU or CPUC staff, or any other relevant stakeholders as requested by the County.
- 3.1.3 Contractor shall participate in a variety of other LGP or IOU or SoCalREN-related meetings with County staff, other SoCalREN contractors, IOU or CPUC staff, and other stakeholders, as requested by the County.
- 3.1.4 **Enrollment and Project Identification:** Contractor shall support the enrollment of an agency through a non-binding enrollment form that acknowledges PDP participation, responsibilities, and services. The enrollment must include the process of an initial engagement presentation to introduce SoCalREN Public Agency Programs in coordination with the IOUs, LGP, and other applicable program partners. The enrollment form shall be presented to the agency during this meeting; program services are not offered until the form is signed and returned. Once enrolled, an EE PDP project manager is assigned to the agency to begin the project development process.
 - 3.1.4.1 After enrollment, Contractor shall prepare an agency-wide energy analysis for the agency.
 - 3.1.4.2 The analysis shall provide a portfolio-wide snapshot of energy consumption and cost by sector (i.e. water and wastewater pumping,

street lighting, facilities, and outdoor lighting), and estimates of potential energy and financial impacts of the potential retrofit.

- 3.1.4.3 Contractor shall support the use of this analysis as a tool to help identify and develop energy efficiency project opportunities. This shall include, but not limited, to the following:
- a) Working with enrolled SoCalREN public agencies to identify potential facilities for energy efficiency projects;
 - b) Conducting detailed energy audits and financial analyses on potential projects;
 - c) Meeting with public agency staff to review findings of energy audit and financial analysis;
 - d) Preparing a report and/or power point presentation for public agency staff or elected officials on project details. Reporting shall include, but will not be limited to:
 - Estimated cost savings and energy savings
 - List of measures
 - Financing Plan
 - Project timeline
- 3.1.5 **Provide Audit and Engineering support:** Once a project is identified, the Contractor shall be tasked with obtaining an agency's project commitment that communicates program services and records the agency's commitment to pursue a viable project prior to the investment of limited program resources.
- 3.1.5.1 EE PDP Contractor's Project Manager shall work with the designated engineer to complete a detailed facility or site visit and identify a preliminary list of recommended energy efficiency measures to present to the agency.
- 3.1.5.2 Contractor's engineer and EE PDP staff shall prepare audit calculations and a project proposal that recommends operational and maintenance improvements and/or upgrades to equipment and controls. The proposal shall detail the business case for the implementation of recommended energy measures by providing estimated project costs, energy bill savings, available incentives, and financing solutions for the package of measures.
- 3.1.5.3 Contractor shall support the preparation and submittal of an IOU incentive application package to reserve incentives and on-bill financing (OBF) available to the agency if applicable. Other financing options may also be applied for and pursued at this time.
- 3.1.5.4 The audit phase shall be completed by the Contractor in coordination with applicable program partners, such as IOU LGPs and third-party programs. Contractor shall coordinate among partners to ensure that a robust array of service offerings are provided to the agency, while also improving cost-effectiveness across programs and avoiding duplication of efforts.
- 3.1.6 **Offer Design and Procurement support to enrolled public agencies:** The EE PDP Contractor shall offer procurement support in the form of supplementary bid package materials and sample language as required.
- 3.1.7 **Assist in obtaining agency approval and preparing a detail project proposal:** The EE PDP Contractor's Project Manager shall be tasked to

prepare a detailed project proposal package to assist agency staff with obtaining the necessary approvals for the project, which may include a staff report and draft resolution, scope of work, cost proposal, and any identified utility incentives and/or financing documents.

- 3.1.8 **Provide construction management support to public agencies:** The EE PDP Contractor's project management team shall offer construction management support throughout the process, including review of contractor submittals and verification that the work is performed in accordance with the design specifications to ensure the expected energy savings are achieved and incentives are captured.
- 3.1.9 **Support project completion and close out:** Once the project is installed and verified, the EE PDP Contractor's team shall work with the agency and contractor to collect the information required to submit the appropriate project close-out information to the applicable resource program so the agency can receive incentives and the savings can be accrued for the project. In addition, the EE PDP Contractor must provide the agency a survey to provide feedback on the impact of program services utilized to complete the energy efficiency project and how the program can improve.
- 3.1.10 **Capacity Building:** Outside of the project development services, enrolled agencies are able to access expertise, resources, shared procurement strategies, best practices, and lessons learned in order to leverage the collective knowledge and expertise of the SoCalREN to better reduce costs and address common barriers. The EE PDP provides access to resources including project managers, technical advisors, engineering firms, contractors, financial advisory services, utilities, and other industry participants. Regular peer-to-peer sharing is also offered through workshops, newsletters, and other outreach methods.
- 3.1.11 **Utility Coordination and stakeholder engagement:** Contractor shall coordinate, facilitate, and host regulator meetings and/or conference calls with IOU staff to provide overall PDP updates.
- 3.1.11.1 For each individual project completed through the PDP, the Contractor shall coordinate, facilitate, and host meetings with IOU and the public agency's staff to ensure the IOU understands the project details.
- 3.1.12 **Benchmarking Support Services:** Contractor shall offer benchmarking services to assist public agencies to meet California Benchmarking and Public Disclosure Program requirements and to facilitate the assessment of opportunities for facility improvements, and implement upgrades that result in quantifiable energy savings.

3.2 Program Optimization

Concurrent with the implementation of the existing EE Project Delivery Program, the Contractor shall work with the SoCalREN administration and County's team to develop design improvements to heighten the program's impact and more efficiently capture energy savings.

- 3.2.1 For any program changes and design improvements, the Contractor shall:

- Provide SoCalREN administration and County staff with a timeline for implementation of program changes, clearly stipulating deadlines and deliverables, and noting any impacts to the current budget for CPM approval.
- Conduct outreach and provide education to stakeholders and program participants to ensure proper support for the design improvement
- Ensure that any change is compliant with relevant CPUC guidelines
- Provide support to SoCalREN administration and County staff to properly notify CPUC and other stakeholders of the program change.

3.3 Marketing

Contractor shall, using the existing SoCalREN brand and style guide, provide support to County staff and the REN-wide SoCalREN marketing consultant, but not limited to, the following tasks:

- Develop marketing collateral for the EE Project Delivery Program designed to provide education and increase program participation;
- Develop and produce marketing collateral for electronic, print and /or other media pursuant to the terms and conditions of ESSMA; and, further, shall obtain County approval in writing prior to dissemination, and update as needed;
- Research relevant industry events and marketing opportunities and create an event calendar for County staff;
- Maintain and populate a contact list of SoCalREN enrolled public agencies and other relevant stakeholders;
- Send monthly e-blasts to contact list to provide program information and share program successes;
- Quarterly Newsletter
 - (a) Compose and distribute a quarterly newsletter to be emailed to all program participants and stakeholders, including, but not limited to, the following information:
 - (b) Program updates and upcoming changes
 - (c) Program success stories
 - (d) Upcoming important dates
 - (e) New opportunities for program participation
 - As requested by the County, provide PDP programmatic information to SoCalREN's REN-Wide marketing consultant to assist in the marketing of the SoCalREN DER DAC Program.

3.4 Event Support

- 3.4.1 Contractor shall assist County staff and the SoCalREN administration team in the preparation for any event or conference related to the administration of EE Project Delivery Program energy efficiency programs.
- 3.4.2 Contractor shall attend and participate in any event or conference related to public sector or the implementation of the EE Project Delivery Program energy efficiency program administration, as requested by the County.
- 3.4.3 Contractor shall attend and participate in Local Government Partnership and or local government agency meetings.

- 3.4.4 Contractor shall monitor for pertinent events, presenting opportunities to County staff, manage tasks associated with ensuring proper representation of the SoCalREN at sponsored and attended events.

3.5 Outreach and Education

- 3.5.1 Contractor shall develop and implement an outreach strategy targeted to recruit specific program participants: public agencies, energy leaders, industry professionals, and government councils, etc.
- 3.5.2 Contractor shall conduct outreach events specific to each program participant and shall be designed to educate those participants about their specific role in the program and available opportunities within the program.
- 3.5.3 Contractor shall develop an outreach strategy specifically targeted for properties in CPUC-designated hard to reach areas and disadvantaged communities.

3.6 Performance Objectives

- 3.6.1 Contractor shall meet outlined internal annual savings performance targets as approved by County management.
- 3.6.2 Quarterly evaluations of performance shall be conducted by County staff and Contractor to determine progress towards internal annual performance targets. If such progress is deemed less than anticipated, County staff and Contractor will work together to identify a Corrective Action Plan (CAP). A CAP shall be established, subject to County CPM approval, and adhered to by the Contractor; CAP be reevaluated by the County CPM at the next quarterly performance check-in.

3.7 Underserved and Disadvantaged Communities (DAC) Action Plan

- 3.7.1 Contractor shall develop an Action Plan to increase projects in CPUC-identified Disadvantaged Communities (DACs). Action Plan shall include, but not limited to:
- Identification of barriers to the completion of projects in DACs;
 - Proposed solutions to addressing DAC barriers;
 - Outreach plan to EE Project Delivery Program property owners within DACs;
 - Education plan for raters, contractors, and building professionals on program opportunities within DACs.
- 3.7.2 DAC Implementation Plan format will be subject to CPM approval.

4.0 CONTRACTOR ADMINISTRATIVE RESPONSIBILITIES

4.1. Invoicing

Contractors shall adhere to all LAC, IOU, and/or CPUC invoicing policies, guidelines, requirements as applicable based on funding source and are subject to change at any time due to compliance directives. Contractors shall make their best effort to implement such invoice requirement changes as directed by LAC not to exceed 2 billing periods unless otherwise directed. Contractors shall be responsible for correctly accounting for all labor and expenses as applicable per LAC guidelines and/or CPUC guidelines, while assuming full

responsibility and oversight of all sub-contractor invoicing. When funding source is non-CPUC funds, invoice requirements shall still apply as applicable. Contractors shall adhere to any funding source invoice and reporting requirements. Contractors shall be required to adhere to the following monthly invoicing requirements and guidelines.

- 4.1.1 Contractors and their sub-contractors are required to use the most recent Invoice Reporting (IR) Tool as directed by LAC staff.
- 4.1.2 Invoicing shall be monthly and transmitted to LAC no later than the 25th of the month for the prior month services.
- 4.1.3 Invoicing periods shall be on a calendar basis starting with the first day in the month to the last day of the month.
- 4.1.4 Invoicing shall include all services rendered in the invoice month including all sub-contractor(s) expenditures.
- 4.1.5 Invoices for unaccounted expenses, labor, and/or services rendered in periods of performance prior to the current month being invoiced will not be accepted after such months invoice has been approved for payment by County.
- 4.1.6 Expenses being invoiced shall have been incurred by contractor and/or sub-contractor.
- 4.1.7 Expenses for events, conferences, etc. shall not be expensed till such event has occurred and all final billings have been paid by contractor and/or sub-contractor.
- 4.1.8 Deposits such as for event venues, etc. will not be allowed to be expensed prior to the event concluding. All invoices must be final, no estimations will be accepted.
- 4.1.9 Labor and expenses associated with administrative and marketing tasks which impact the overall SoCalREN shall be identified as SoCalREN in the IR Tool.
- 4.1.10 All labor and expense entries must include a detailed description of the activity being billed for and included for each line as provided for in the IR Tool.
- 4.1.11 All expenses must meet County guidelines and receipts shall be provided for all expenses billed as required by County Expense guidelines.
- 4.1.12 Contractor will assist County with training the subcontractors on invoice requirements and submittal.
- 4.1.13 Contractors shall be required to provide a monthly narrative with the submittal of their invoice providing a high level report out of all programs managed including YTD goal and/or metrics status.

Attachment 5
Non-Disclosure Confidentiality Agreement
For
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0046

Confidentiality Agreement

This Agreement is entered into by and between The Energy Coalition (hereinafter referred to as "TEC") and South Bay Cities Council of Governments (hereinafter referred to as the "Company"), effective on the date last signed below.

Recitals

- A. The TEC wishes to hire the Company on acceptance date to perform services for TEC.
- B. TEC desires that the Company enter into this Agreement as a condition of entering into a consulting relationship. In consideration of such relationship, the Company desires to enter into this Agreement.

Agreement

1. Confidential Information and Trade Secrets. The Company acknowledges that it will have access to and acquire the following sensitive information, including, but not limited to, (hereinafter collectively referred to as "Confidential Information"): (a) contract information of customer leads that would be valuable to TEC; (b) how TEC designs, structures, and conducts its business; (c) the sales methods of TEC or the; (d) the pricing methods of TEC or the; (e) the business projections of TEC; (f) the business development and marketing plans and strategies of TEC; (g) financial information of TEC; (h) confidential program related information to TEC, its clients, and its subcontractors; and (i) other confidential information that affects the business of TEC, its clients, and its subcontractors. The Company acknowledges that, to the extent such Confidential Information relates to the business of TEC, its clients, and its subcontractors, and is not generally known to or readily ascertainable by third parties who could obtain economic value from its disclosure or use, the information (a) is confidential, (b) would, if disseminated, materially damage the business of TEC, its clients or its subcontractors, (c) constitutes a trade secret of TEC, its clients, or its subcontractors, and (d) is owned by TEC, its clients or subcontractors, or the Affiliate.

THE ENERGY COALITION recognizes that the Company's records are subject to the California Public Records Act and that the Company may be required by law to disclose its records in accordance therewith unless an exemption applies. Company shall not be in default of this Agreement if it determines that it is required by law to disclose records, notwithstanding the lack of THE ENERGY COALITION's written consent.

2. Covenant to Return Information. Promptly upon termination of the consulting relationship for any reason, the Company shall deliver to TEC all Confidential Information in whatever form (whether on paper, computer disk, or other form) in the possession or control of the Company containing any Confidential Information or other trade secrets of TEC, its clients or its subcontractors, including, but not limited to: customer lists; financial information; marketing plans; and pricing information. The Company shall not retain, directly or indirectly, copies of any such information in any form.

3. Covenant Not to Disclose Information. The Company shall not, either during the period of the consulting relationship with TEC or thereafter, use or communicate, divulge, or otherwise disclose to

any person or entity, in any manner inconsistent with the best interests of TEC, any Confidential Information or other trade secrets of TEC, its clients, or its subcontractors.

4. Remedies. If the Company breaches or threatens to breach any provision of this Agreement, TEC shall be entitled to an immediate injunction restraining the Company from committing or continuing the breach. Nothing herein shall be construed as prohibiting TEC from pursuing any other available remedies, including the recovery of damages, along with attorney fees and costs actually incurred by TEC as a result of the breach or threatened breach.

5. Parties Bound. This Agreement shall bind, and inure to the benefit of, not only TEC and the Company and their respective successors, assigns, agents, and personal representatives.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____

By: _____

Print: Craig Perkins

Print: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Address: 47 Discovery, Ste 250
Irvine, CA 92618

Address: 20285 S Western Ave #100,
Torrance, CA 90501

TABLE OF CONTENTS REQUIRED FORMS

EXHIBITS

BUSINESS FORMS

- 1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- 2 CERTIFICATION OF NO CONFLICT OF INTEREST
- 3 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
- 4 PROPOSER'S EEO CERTIFICATION
- 5 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 6 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

2004 NONPROFIT INTEGRITY ACT (SB 1262, CHAPTER 919)

- 7 CHARITABLE CONTRIBUTIONS CERTIFICATION

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

REQUIRED FORMS - EXHIBIT 1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

SUBCONTRACTOR South Bay Cities Council of Governments Contract No. ESSMA I104421; WO ESS1022A

GENERAL INFORMATION:

The Contractor or Subcontractor ("Contractor") referenced above has entered into a contract with THE ENERGY COALITION to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between ~~THE ENERGY COALITION~~ and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

REQUIRED FORMS - EXHIBIT 2
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

REQUIRED FORMS - EXHIBIT 3
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

**REQUIRED FORMS - EXHIBIT 4
PROPOSER'S EEO CERTIFICATION**

South Bay Cities Council of Governments

Company Name

20285 S Western Ave #100, Torrance, CA 90501

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, medical condition, or any other category protected by State or federal employment law, in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 5
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: South Bay Cities Council of Governments

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 6

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: South Bay Cities Council of Governments		
Company Address: 20285 S Western Ave #100		
City: Torrance	State: CA	Zip Code: 90501
Telephone Number:		
Solicitation For <u>Subcontract</u> Services: <u>WO ESS1022A</u> , <u>ESSMA I104421</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:



**REQUIRED FORMS - EXHIBIT 7
CHARITABLE CONTRIBUTIONS CERTIFICATION**

South Bay Cities Council of Governments
Company Name

20285 S Western Ave #100, Torrance, CA 90501
Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS EXHIBIT 8

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: South Bay Cities Council of Governments		
Company Address: 20285 S Western Ave #100		
City: Torrance	State: CA	Zip Code: 90501
Telephone Number:	Email address:	
Solicitation For <u>Subcontract</u> Services: <u>WO ESS1022A</u> , ESSMA I104421		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: