

SOUTHERN CALIFORNIA EDISON

CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN
IMPLEMENTATION CONTRACT

South Bay Cities Council of Governments (SBCCOG) Strategic Plan Strategies Phase 3

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and South Bay Cities Council of Governments ("Implementer"), which Contract shall be effective as of _____ ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on November 8, 2012 in Decision 12-11-015, the California Public Utilities Commission ("Commission") authorized certain energy efficiency programs, including the Energy Leader Partnership Program for the 2013-2014 program cycle

WHEREAS, in Decision 12-11-015, the Commission further authorized SCE to conduct a solicitation for certain energy efficiency strategic planning activities in connection with, and to support, its approved Energy Leader Partnership Programs and local governments generally;

WHEREAS, SCE has selected the Implementer to implement the South Bay Cities Council of Governments (SBCCOG) Strategic Plan Strategies Phase 3 (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

WHEREAS, the Implementer shall implement the Program for the benefit of certain participating governmental jurisdictions and their constituents;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Contract as a whole, including all exhibits or other attachments to this Contract, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Contract, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the

generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

1.1. Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.2. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Contract are Calendar Days.

1.3. Contract: This document issued by SCE to Implementer, as may be amended in writing as provided herein, which authorizes the Work, states the terms and conditions, and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between the Parties, with the following priority in the event of conflicting provisions: Amendments, from the most recent to the earliest; the Statement of Work; this Contract; and any other referenced documents.

1.4. Energy Efficiency Measure (or Measure): As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.5. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.6. Implementer Budget: The approved maximum budget for funding the performance by Implementer of the Program, as set forth in the Statement of Work attached hereto as Exhibit A.

1.7. Incentive: As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.8. Jobsite: An SCE facility or designated third party property at or for which the Work is performed.

1.9. Participating Municipality: Those jurisdictions or member cities that: (i) are located in SCE's service territory; and (ii) have been selected by SCE and Implementer to participate in the South Bay Cities Council of Governments (SBCCOG) Strategic Plan Strategies Phase 3 as set forth in the Statement of Work.

1.10. Program: The South Bay Cities Council of Governments (SBCCOG) Strategic Plan Strategies Phase 3 program.

1.11. Procurement Energy Efficiency Funds: The funds which make up the Implementer Budget and which are collected from electric utility ratepayers for public purposes programs, including energy efficiency programs approved by the Commission.

1.12. **Statement of Work (SOW):** A statement of the tasks to be performed by the Implementer, commercial terms including the Implementer Budget, reporting requirements and other necessary information, as set forth in Exhibit A and incorporated herein as part of this Contract, as such SOW may be modified from time to time as provided herein.

1.13. **Subcontractor:** An entity contracting directly or indirectly with a Party, or any Subcontractor thereof, to furnish services or materials as part of or directly related to such Party's Work obligations.

1.14. **Work:** The work authorized by SCE for the Program as set forth in this Contract and as more fully described in the SOW attached hereto as Exhibit A.

2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCE under the auspices of the Commission. The purpose of this Contract is to authorize the expenditure of Procurement Energy Efficiency funds to Implementer for services performed pursuant to the terms of this Contract and to set forth the terms and conditions under which the Program will be implemented. The work authorized pursuant to this Contract is not to be performed for profit.

The Program was designed in furtherance of California's Long-Term Energy Efficiency Strategic Plan adopted by the Commission in 2008 ("Strategic Plan"). The Strategic Plan was formulated and developed through a collaborative effort among key stakeholders, including local governments, SCE and other California investor-owned utilities, and the Commission's Energy Division, and provides a strategic menu list of options that local governments can address during the 2013-2014 program cycle. The goal of the strategic plan menu is to present activities centered on energy efficiency and to address the "Big, Bold" strategies found in the Strategic Plan. The strategies are designed to embed and institutionalize energy efficiency in policies, programs, and processes within local governments.

3. AUTHORIZED WORK

3.1. **Scope.** The Work authorized under this Contract is set forth in the Statement of Work (Exhibit A) and shall be performed pursuant to the terms of this Contract.

3.2. **Goals and Objectives.** The Program is designed to meet the specific goals, objectives and milestones within the schedule and budget set forth in the Statement of Work (Exhibit A).

4. OBLIGATIONS OF PARTIES

4.1. **General Obligations of Implementer.**

- 4.1.1. Implementer will appoint a Program representative ("Implementer Representative") who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of Implementer in carrying out its obligations under this Contract. Such appointment shall be communicated in writing to SCE's designated Contract Program Manager within ten (10) Business Days following execution of this Contract.
- 4.1.2. Implementer shall be responsible for achieving the goals and objectives and producing the deliverables as set forth in the Statement of Work.
- 4.1.3. Implementer shall perform its Work obligations within the Implementer Budget and in conformance with the schedule associated with such Work as set forth in the Statement of Work, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 4.1.4. Implementer shall be primarily responsible for coordinating the preparation of all Program-related documents, including all required reporting of Implementer pursuant to Section 9, and any such other reporting as may be requested by SCE. Implementer shall obtain the approval of SCE prior to usage of any SCE Program documents or other energy efficiency program documents or materials offered by SCE.
- 4.1.5. Upon reasonable request, Implementer shall submit to SCE all contracts, agreements or other requested documents with Implementer's Subcontractors performing Work for the Program.

4.2. General Obligations of SCE.

- 4.2.1. SCE will appoint a Program representative ("SCE Representative" or "Contract Program Manager" ("CPM")) who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of SCE in carrying out SCE's obligations under this Contract.
- 4.2.2. SCE shall administer the Procurement Energy Efficiency funds authorized by the Commission for the Program in accordance with this Contract.

5. MARKETING

5.1. Marketing Materials. Implementer shall obtain the approval of SCE when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination in any way to the public by Implementer or by a Participating Municipality. In addition, all advertising, marketing or otherwise printed or reproduced material (including website material) used to implement,

refer to or is in anyway related to the Program must contain the respective name and logo of SCE and, at a minimum, the following language: *"This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission."*

5.2. Outreach. Implementer shall obtain the approval of SCE prior to implementation by Implementer or a Participating Municipality, of any public outreach activities or campaigns for the Program (exhibits, displays, public presentations, canvassing, etc.), and any marketing materials used in connection with such outreach activity shall comply with all requirements of Section 6 of this Contract.

5.3. Use of SCE Name. Implementer must receive prior review and written approval from SCE for the use of SCE's name or logo on any marketing or other Program materials. Implementer shall allow five (5) Business Days for SCE review and approval. If Implementer has not received a response from SCE within the five (5) Business Day period, then it shall be deemed that SCE has disapproved such use.

5.4. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission's name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

6. CONTROL OF WORK

6.1 Compliance with Work Schedule: Implementer shall perform the Work in compliance with the Work schedule set forth in the Statement of Work. If performance of the Work (including any task, or achievement of any goals or objectives outlined in the Statement of Work) is delayed beyond the schedule for any reason, or if Implementer is aware that such Work will be delayed for any reason, Implementer shall notify the SCE Representative within thirty (30) Business Days in writing. SCE may, in its sole discretion, accept the delay, reduce the Work and Implementer Budget accordingly, or terminate the Contract, within thirty (30) Business Days following receipt of such written notice of delay from Implementer. Failure of Implementer to notify SCE in writing of such delay in the Work schedule within thirty (30) Business Days shall constitute a breach of this Contract and SCE may exercise any of the remedies set forth in this Section or in Section 23.

6.2 Changes to Work:

6.2.1 Changes. SCE may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the SCE Representative. Such changes may be made with a Change Order. The Implementer Budget and Work

schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in a Change Order.

6.2.2 SCE Authority To Shift Funds Or Modify: SCE, in its sole discretion, may reallocate funds among the programs in its energy efficiency portfolio, or modify in anyway the program, funding or Work. In the event that SCE elects to change or modify the funding, program or Work, Implementer shall be notified in writing and if applicable by a Change Order to this Contract. Such Change Order will specify any changes to the Implementer's Scope of Work and may increase, decrease, or terminate overall program funding.

6.3 Stop Work Procedures: SCE may suspend Implementer's Work at any time upon notice to Implementer for convenience or for cause, including, without limitation, program funding, program implementation or management, safety concerns, fraud or complaints. Implementer shall stop performing the Work immediately upon receipt of such notice. Implementer shall resume the Work only upon receiving written notice from SCE that it may do so. .

6.4 Key Personnel: Implementer shall deliver to SCE a list of Implementer's key personnel prior to commencing the Work. Any change to Implementer's key personnel shall be pre-approved by SCE; provided, however, that an unplanned personnel change shall be reported to the SCE Representative immediately. The Implementer shall designate a person that shall coordinate all Work and communicate regularly for the Implementer with the SCE Representative. Implementer shall promptly replace any key personnel if requested by the SCE Representative, provided however, that this provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Implementer of any employee replaced under the terms of this paragraph.

6.5 Subcontractors: Any Work subcontracted by Implementer shall be identified as such in the Contract and any Work subcontracted to an Implementer's affiliated entity shall be similarly specifically identified. For any subcontracted Work, the prior written approval of the SCE Representative shall be required for each Subcontractor, the activities to be performed, and the related charges. Implementer shall at all times be responsible for the Work, and for the acts and omissions of Subcontractors and persons directly or indirectly employed by them. Implementer shall be solely responsible and liable for ensuring that the terms and conditions of all subcontracts are in accordance with this Contract, including but not limited to all invoicing requirements. Any review or approval by SCE of a Subcontractor or a subcontract shall not relieve Implementer of its obligations hereunder.

6.6 Additional Instructions: If Implementer receives any verbal or written instructions for performance of Work from SCE personnel other than the SCE Representative, Implementer shall promptly reconfirm such instructions with the SCE Representative and request that a corresponding Change Order be issued as necessary.

6.7 Emergencies: In an emergency endangering life or property, Implementer shall: a) perform Work or such other services or work as is necessary to meet the emergency; and b) immediately notify SCE.

6.8 Drafts: Draft copies of required reports shall be submitted to the SCE Representative for review for contractual compliance, satisfaction of SCE needs and good professional practices, comments, and approval, prior to the due date of such reports.

6.9 Inspection: SCE authorized representatives shall have the right of access to and inspection of Implementer's facilities and/or locations at reasonable times during regular business hours regarding performance of the Work.

6.10 Uncontrollable Forces: Implementer shall not be liable for delay in the Work Schedule or inability to perform the Work due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, or critical material unavailability; provided that Implementer promptly notifies SCE in writing of the nature, cause, date of commencement, and expected impact of the event and has exercised due diligence in proceeding to meet the Work Schedule. SCE shall extend the Work Schedule for an equitable period due to such causes without any change in the Contract price.

7. FITNESS FOR DUTY/JOBSITE ACCESS REQUIREMENTS

7.1 Fitness for Duty:

7.1.1 Implementer and its Subcontractor personnel on a Jobsite:

- (i) Shall report for work in a manner fit to do their job;
- (ii) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and
- (iii) Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of SCE.

7.1.2 Inspection: Searches by SCE authorized representatives may be made of lockers, storage areas, vehicles, persons or personal effects on SCE owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, SCE property.

7.1.3 Compliance: Implementer shall advise its employees of the requirement of this Section 7.1 ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Implementer shall impose these requirements on its Subcontractors. SCE may cancel the Contract if Implementer violates these Fitness for Duty Requirements.

7.2. JOBSITE ACCESS REQUIREMENTS

7.2.1 Notification of Convictions: During application for Jobsite access, and/or during the Work, Implementer shall immediately notify SCE whenever Implementer becomes aware of evidence that any Implementer's or its Subcontractors' employee, who has, or will have, Jobsite access, has been convicted of a serious criminal offense.

7.2.2 Visitor Badge Requirement: All visitors to a particular Jobsite must comply with that Jobsite's visitor access requirements.

7.3. Sexual Harassment: SCE supports a diverse work force and prohibits unlawful employment discrimination and harassment of every kind, including sexual harassment, in accordance with state and federal laws. Whenever present on SCE property or facilities, Implementer shall require its employees, Subcontractors, agents to comply with all applicable federal and state statutes, acts, regulations, codes and standards prohibiting conduct that might reasonably be construed as violating state or federal equal opportunity laws, including conduct such as making sexually suggestive jokes or remarks, touching, assaulting, making gestures of a sexual or suggestive nature, and impeding or blocking any SCE employee's, subcontractor's or agent's movement.

8. DOUBLE DIPPING PROHIBITED

If, in performing its respective Work obligations, Implementer engages contractors or vendors who provide incentives or services to SCE customers, Implementer shall take all appropriate steps to minimize double-dipping. As applicable:

8.1. Prior to providing incentives or services to any eligible customer, Implementer shall require its Subcontractors to obtain a signed form from such eligible customer stating that:

8.1.1. Such eligible customer has not received incentives or services for the same measure from any other SCE program or from another utility, state, or local program; and

8.1.2. Such eligible customer agrees not to apply for or receive Incentives or services for the same measure from any other SCE program or from another utility, state, or local program.

Each Party shall keep its customer-signed forms for at least five (5) years after the expiration or termination of this Contract.

8.2. No Party shall knowingly provide an incentive to a Participating Municipality, or make payment to a Subcontractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

9. REPORTING/EM&V

9.1. Reporting. The Parties shall implement all reporting requirements set forth in the Statement of Work, including Appendix A and B of the Statement of Work. The reporting requirements set forth in such Appendix B will be amended when issued by the Commission for the 2013-2014 Program cycle, and may be amended from time to time thereafter at the discretion of the Commission. Upon issuance by the Commission of revised reporting requirements for 2013-2014 related to the Program, such Commission-approved reporting requirements shall replace the reporting requirements set forth in Appendix B of the Statement of Work in their entirety upon written notice to the Implementer, which notice shall include a copy of the revised Appendix B.

9.2. EM&V. The evaluators will be asked to prepare a Program logic model based upon the written proposal and on interviews with the Implementer. Research issues will be defined in collaboration with SCE program managers and may include questions such as: How well were program activities documented? How effectively was the proposed plan implemented? What could be done to improve the plan's effectiveness? Who are the decision-makers, and what information did they use to make their decisions?

10. PAYMENTS/COMMERCIAL TERMS

10.1. Implementer Budget. The Implementer Budget is set forth in the Statement of Work. Implementer shall not be entitled to compensation in excess of the Implementer Budget without a Change Order issued and signed by SCE.

10.2. Time and Material Basis. All Work will be performed on a time and material basis and subject to the following general provisions:

10.2.1. General Provisions.

- a. All charges shall be directly identifiable to, and required for the Work.
- b. Any charges for overtime shall require the prior written approval of the SCE Representative. Overtime rates shall be authorized and charged only for non-exempt personnel.
- c. Implementer shall complete the Work within the amount authorized by the Contract and in accordance with the Work Schedule. Implementer shall notify SCE's procurement agent responsible for the Contract and the SCE Representative at such time that it becomes reasonably apparent that the forecasted cumulative charges will exceed any amounts authorized by the Contract (whether by task, total amount of Contract, or both). Implementer shall not proceed with or be reimbursed for any Work performed, either beyond the effective period of the Contract, or exceeding the authorized amounts of the Contract, without a Change Order.

10.2.2 Labor Related Costs Under Time and Material Basis. Implementer shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Contract for time spent directly engaged in performance of the Work by Implementer's employees. Such fixed hourly rates shall be inclusive of all of Implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

10.2.3 Invoices. Implementer shall submit monthly invoices for the costs incurred in the prior month and shall include a cost breakdown for each task identified in the Statement of Work. Each invoice shall include:

10.2.3.1 Status

- a. SCE's Contract number.
- b. Task Description.
- c. Cost incurred to date.
- d. Current monthly amount invoiced.
- e. Cumulative amount invoiced to date.
- f. Current monthly and cumulative amounts authorized, and justification for all variances between amounts authorized and incurred or invoiced.
- g. Statement of deliverables for the period.

10.2.3.2 Labor

- a. Dates worked.
- b. Personnel name, work hours and classification.
- c. Personnel Fixed rate.
- d. Description of Work performed by task.
- e. Completion of Appendix "C" of the Statement of Work.

10.2.3.3 Reimbursable expenses (pre-approved by SCE)

- a. Material costs.
- b. Subcontract costs.
- c. Out-of-Pocket expenses.
- d. Travel costs.

10.2.4 Expenses. All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.

- 10.2.4.1 Material Costs. Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
- 10.2.4.2 Subcontract Costs. Subcontracted Work shall be charged at the rates actually paid by Implementer, not to exceed the rates set forth in the Contract for Work by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer invoice that includes Subcontractor costs.
- 10.2.4.3 Out-of-Pocket expenses. Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in Implementer's overhead costs will not be reimbursed.
- 10.2.4.4 Travel Costs. Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.
- 10.2.5 Final Invoice. The final invoice shall be marked "FINAL" and must be received by SCE within sixty (60) calendar days after completion of the Work. SCE shall not be liable for payment of any late invoices that are received by SCE beyond the 60 days.
- 10.2.6 Invoice Deficiencies. In the event SCE determines that Implementer's (or any of its subcontractors) invoices do not meet the invoicing requirements of the Contract, SCE will notify Implementer of the deficiencies and Implementer shall correct such deficiencies promptly.
- 10.2.7 Payment by SCE. shall pay each correct invoice, submitted in accordance with the terms of the Contract, within thirty (30) days of SCE's receipt of the correct invoice in SCE's Accounts Payable Division.
- 10.2.8 Records. Implementer shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. SCE reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by such invoice.

11. COMPLIANCE WITH LAW; PERMITS, STATUTES AND CODES

11.1. The Implementer shall comply with, and shall ensure that the Work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.

11.2. Implementer shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

11.3 Implementer Policy for Web Accessibility.

If an Implementer currently hosts and manages a web site, on behalf of SCE, that contains public, customer-facing pages, content and/or transactions that is not already web accessible and compliant with Web Content Accessibility Guidelines version 2.0, Level AA (WCAG 2.0, Level AA), the Implementer must make updates to the web site pages, content and/or transactions to meet web accessibility compliance, unless Implementer is not required by law to comply.

As such, Implementers who plan to or currently host and maintain web sites that include web pages, content and/or transactions for SCE shall agree to the following terms regarding current and/or planned web sites unless Implementer is not required to do so by law:

11.3.1 All public facing web pages, transactions and content, including multi-media and interactive content and forms targeted for SCE customers, shall be made web accessible and meet the standards defined in WCAG 2.0, Level AA. Multi-media and interactive content within the scope of these terms include, and are not limited to, image files, video files, audio files, Flash movies and applications, Flex applications, Silverlight applications, functionality developed with AJAX and/or any other interactive technology not otherwise specified but utilized to serve up information and/or transactions on the web.

11.3.2 Attachments that are posted on a web page for download must also be made web accessible. Attachments include, and are not limited to, Adobe Acrobat PDF files, Microsoft Office files, or any other type of file intended for a customer to download and review offline. An exception may be allowed only if the content contained within the download is already offered on the web site in a web accessible format, and the downloadable attachment is duplicative to the content or transaction displayed on web pages. Such exceptions must be documented and requested by the Implementer, agreed upon by both Implementer and SCE, and granted by SCE prior to declaring any attachment exempt from web accessibility compliance.

11.3.3 Implementers must include compliance with WCAG 2.0, Level AA

guidelines as part of the base system requirements for any work completed for SCE. Implementers are responsible for testing proposed web pages, content and/or transactions, and confirming compliance with WCAG 2.0 Level AA guidelines. Proof of testing may be documented in the form of test plans, test scripts, test results, and/or web accessibility audits (performed by the Implementer itself or an external party). SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4 Upon deployment (i.e. publication for external consumption) of web accessible pages, content and/or transactions, Implementer must, to the best of its abilities, maintain compliance with WCAG 2.0, Level AA for as long as the web pages, content and/or transactions are made publicly available on the third-party hosted web site:

11.3.4.1 If Implementer must edit, enhance, modify, or update web pages, content and/or transactions, Implementer agrees to (re-)test for web accessibility compliance, and document test results to prove that said content continues to maintain web accessibility compliance. SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4.2 On a periodic basis, SCE may perform audits on the third-party hosted site to assess web accessibility compliance. Audits may be completed by manual evaluation or through the use of an automated testing tool. If SCE identifies any content that was previously communicated as being compliant but is subsequently found to be in violation, 1) SCE will identify, in writing, the specific web page, content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.4.3 SCE requires an annual web accessibility audit of SCE's web properties by an independent auditor. Any part or all pages of a third-party hosted web site may be included in the annual audit. If the independent auditor identifies any web page, content or transaction that was previously communicated as being compliant but is subsequently found to be in violation, 1) Auditor will identify, in writing, the specific

web page content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) SCE shall provide Implementer with audit report, 3) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.5 If an existing third-party hosted web site utilizes a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing, the Implementer must work with the software manufacturer to determine whether the software produces web-accessible pages, content and/or transactions.

11.3.5.1 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer shall request the software manufacturer to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE.

11.3.5.2 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer agrees to pursue, in good faith, an alternate product that can provide equivalent functionality and satisfy WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6 If an Implementer plans to utilize a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing for a future web site, the Implementer agrees to pursue, in good faith, a product that can meet the desired business functionality requirements and WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6.1 If the Implementer is unable to locate a product that meets both business functionality requirements and web accessibility compliance requirements, the Implementer must communicate such limitations, in writing, and justify the software selection choice. Implementer shall also request the software manufacturer of desired product to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE. SCE shall reserve final decision-making authority to approve the usage of such software to deliver desired business functionality.]

12. INDEMNITY/CONSEQUENTIAL DAMAGES

12.1. Indemnity. Implementer shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of Implementer, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) Implementer's breach of this Contract or of any representation or warranty of Implementer contained in this Contract.

12.2. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE WORK OR TERMINATION OF THIS CONTRACT.

13. DEVELOPMENTS/PROPRIETARY RIGHTS

13.1. Ownership. The Parties acknowledge and agree that SCE, on behalf of its customers, shall own all deliverables, data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced in the performance of this Contract, whether proprietary or non-proprietary; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although Implementer shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Contract, it will have a permanent, royalty free, non-exclusive license to use such Developments.

13.2. Risk of Loss. Implementer shall have risk of loss of or damage to the undelivered Developments until completion of the Work.

13.3. Infringement.

13.3.1. Implementer represents and warrants that the Work performed by Implementer and/or its Subcontractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent

infringement or other violations of any proprietary rights of any person.

13.3.2. Implementer shall defend, indemnify and hold harmless, SCE, its officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim, demand, or charge that use of the Work or Developments infringe upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights.

14. INSURANCE

14.1. Implementer will maintain, and shall require its Subcontractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Contract, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

14.1.1. Workers' Compensation: statutory minimum.

14.1.2. Employer's Liability coverage: \$1 million minimum.

14.1.3. Commercial General Liability: \$2 million minimum
per occurrence/\$4 million minimum aggregate.

Such insurances shall acknowledge SCE, its officers, agents and employees as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against SCE its officers, agents, employees and other contractors or Subcontractors.

14.1.4. Commercial or Business Auto: \$1 million minimum.

Such insurance shall acknowledge SCE, its officers, agents and employees as additional insureds and be primary for all purposes.

14.1.5. Professional Liability (if applicable): \$1 million minimum.

14.2. Evidence of Insurance. Upon request at any time during the term of this Contract, Implementer shall provide evidence that its insurance policies and the insurance policies of any Subcontractor, as provided in this Section are in full force and effect, and provide the coverage and limits of insurance that Implementer has represented and warranted herein to maintain at all times during the term of this Contract.

14.3. Self-Insurance. If Implementer is self-insured, it shall upon request forward documentation to SCE that demonstrates to SCE's satisfaction that Implementer self-insures as a matter of normal business practice before commencing the Work. SCE will accept reasonable proof of self-insurance comparable to the above requirements.

14.4. Notice of Claims. Implementer shall immediately report to SCE, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Implementer or its Subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim.

14.5. Insurance Indemnification. If Implementer fails to comply with any of the provisions of this Section, "INSURANCE", or any insurance requirements in the Contract, Implementer shall, at its own cost, defend, indemnify, and hold harmless SCE, its affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the Work by Implementer or any Subcontractor, or their officers, directors, employees or agents to the extent that SCE would have been protected had Implementer complied with all of the provisions of this Section.

15. CUSTOMER CONFIDENTIALITY REQUIREMENTS

15.1. Non-Disclosure. Implementer, its employees, agents and Subcontractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena. Notwithstanding any other provisions in the Contract, Implementer's nondisclosure obligations with respect to SCE Confidential Customer Information shall survive any expiration or termination of the Contract in perpetuity.

15.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If Implementer is uncertain whether any information should be considered Confidential Customer Information, Implementer shall contact SCE prior to disclosing the customer information.

15.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCE may require Implementer to enter into a nondisclosure agreement.

15.4. Commission Proceedings. This provision does not prohibit Implementer from disclosing non-confidential information concerning the Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

15.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to Implementer by

SCE, and any and all documents and materials containing such Confidential Customer Information or produced by Implementer based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Contract shall be returned upon written request by SCE.

15.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 15 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 15 by Implementer, SCE shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

16. SECURITY INCIDENT PROVISIONS

16.1. SCE Personal Information.

16.1.1. Definition. SCE Personal Information is defined as any information in the possession or under the control of SCE or any of its affiliates, or that is furnished or made available by SCE or any of its affiliates to Implementer, that identifies, relates to, describes, or is capable of being associated with, any particular individual (whether SCE employee, customer, or otherwise), including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, medical information or health insurance information, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

16.2. Nondisclosure of SCE Personal Information. Implementer, its employees, agents and Subcontractors shall not disclose any SCE Personal Information (defined above) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena.

16.2.1. Notwithstanding any other provision in the Contract or Contract, Implementer's nondisclosure obligations with respect to SCE Personal Information shall survive any expiration or termination of the Contract in perpetuity. Upon the expiration or termination of the Contract, or at any time upon request of SCE, all SCE Personal Information in any medium, including all copies or parts thereof, shall be returned to SCE or destroyed, except that Implementer may retain one copy of any materials prepared by Implementer containing or reflecting SCE Personal Information if necessary for compliance with its internal record-keeping or quality assurance requirements only. If

destroyed, such destruction shall be certified in writing by Implementer.

16.3. Security Incidents. This section shall apply only to the extent Implementer is in possession or control of SCE Personal Information or SCE Confidential Customer Information.

16.2.1 Security Incident Response Plan. Implementer shall develop, implement and maintain a written plan and process for preventing, detecting, identifying, reporting, tracking and remediating Security Incidents ("Security Incident Response Plan" or "SIRP"). A Security Incident shall mean an event or set of circumstances that result in a reasonable expectation of a compromise of the security, confidentiality or integrity of SCE data or information under the Implementer's control. Examples of Security Incidents include are but not limited to:

- (i) Security breaches to Implementer's network perimeter or to internal applications resulting in potential compromise of SCE data or information.
- (ii) Loss of physical devices or media, e.g., laptops, portable media, paper files, etc., containing SCE data.
- (iii) Lapses in, or degradation of, Implementer's security controls, methods, processes or procedures.
- (iv) The unauthorized disclosure of SCE data or information.
- (v) Any and all incidents adversely affecting SCE's or its affiliates', as the case may be, information assets.

16.2.2 SIRP General Requirements. Implementer's SIRP will include Security Incident handling and response procedures, specific contacts in an event of a Security Incident, the contacts' roles and responsibilities, and their plans to notify SCE or its affiliates, as the case may be, concerning the Security Incident. The SIRP must be based on and meet all requirements of the following:

16.2.2.1 U.S. federal and applicable state laws, statutes and regulations concerning the custody, care and integrity of data and information. In particular and without limitation, Implementer shall ensure that its SIRP and its business practices in performing work on behalf of SCE comply with California's Information Practices Act of 1977, California Civil Code §§ 1798.80 *et seq.*, which addresses among other things the provision of notice to SCE or its affiliates, as the case may be, of any breach of the security of SCE Personal Information if it is reasonably believed to have been acquired by an unauthorized person.

16.2.2.2 SCE information management and information security policies and procedures as made available to Implementer from time to time ("SCE Policies and Procedures"), including without limitation ITS-445 "Standards for Information Security Response – Third Parties."

16.2.3 Implementer Response to Security Incident. The following will apply in the event of a Security Incident:

16.2.3.1 Implementer will submit a Security Incident Report (SIR) to SCE's or its affiliates', as the case may be, IT Help Desk or IT Operations Center ("ITOC") in accordance with SCE Policies and Procedures including ITS-445, and applicable law. The SIR shall be given promptly upon discovery of an SI and in any event not more than four (4) hours after discovery of a suspected SI, or sooner if required by law, statute or regulation. If additional time is required under the circumstances of the SI to ascertain the nature or extent of the SI, to stabilize the Computing System or to ensure the integrity of SCE's or its affiliates', as the case may be, data and information, then Implementer shall promptly notify SCE or its affiliates, as the case may be, in writing of the existence of an SI initially, and keep SCE or its affiliates, as the case may be, informed of developments and new information.

16.2.3.2 At SCE's or its affiliates', as the case may be, request, Implementer will meet with SCE or its affiliates, as the case may be, to discuss the cause of the Security Incident, Implementer's response, lessons learned and potential improvements to Implementer's system security processes and procedures.

16.2.4 Compromise of SCE Personal Information.

16.2.4.1 Additional SIRP Requirements for Personal Information. With respect to any SCE Personal Information in the possession or under the control of Implementer, to protect SCE Personal Information from unauthorized access, destruction, use, modification or disclosure, Implementer shall:

(a) Develop, implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical

safeguards appropriate to the size and complexity of the Implementer's business and the nature and scope of Implementer's activities to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

16.2.4.2 Notice Requirements for Personal Information. In the event of a Security Incident where SCE Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Implementer shall immediately provide the SIR required by Section 16.2.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

16.2.5 SIRP Review. At SCE's or its affiliates', as the case may be, request, Implementer shall review the SIRP at least annually with SCE's or its affiliates', as the case may be, designated representatives to identify updates, changes or potential improvements; and a process to document these changes within ninety (90) days of any such changes.

16.2.6 Document Retention. Implementer shall maintain all documentation relating to Security Incidents, whether in written or electronic form, including without limitation, their identification, processing and resolution, for two (2) years after final resolution of the Security Incident, including the final resolution of all claims arising out of the Security Incident.

16.2.7 Indemnification for Security Incidents. Implementer shall, at its own cost, defend, indemnify and hold harmless SCE, its affiliates, officers, agents, employees, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expense, fines or penalties, or any of them, resulting from any Security Incident. Any limitation of liability that may be in the Contract or Contract shall not apply to this Section 16.2.7.

16.3 Implementer shall ensure that its employees, agents and contractors that perform services for Provider in connection with the Contract are informed of and comply with these Security Incident provisions.

17. CONFLICT OF INTEREST

Implementer affirms that, to the best of its knowledge, there is no actual or potential conflict of interest between Implementer, its employees or their families, Subcontractors, or business interests, and SCE. Implementer shall not hire any SCE employee or employee's spouse to perform any part of the Work. Implementer further affirms that it has set forth in its proposal for the Work: (i) all situations in which Implementer or an affiliated entity of Implementer has been or currently is an SCE Implementer, contractor, or employee; (ii) all situations in which Implementer or an affiliated entity of Implementer has been or currently is in a joint venture arrangement or licensing relationship with SCE

(other than an Energy Leader Partnership); and (iii) any affiliated entity to which Implementer intends to subcontract any part of the Work. Implementer shall update such affirmations to SCE during performance of the Work within thirty (30) days following any change thereto.

18. TIME IS OF THE ESSENCE

Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including but not limited to those set forth in Exhibit A of this Contract, may constitute a material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by October 15, 2014.

19. IMPLEMENTER DISPUTES

Any unresolved disputes between Implementer and SCE shall be referred to an SCE management representative and an officer of Implementer for resolution. Pending resolution, Implementer shall continue to perform the Work as directed by the SCE Representative, and SCE shall continue to make payments for the undisputed items.

20. RIGHT TO AUDIT

SCE and the Commission shall have the right to audit Implementer at any time during the term of this Contract and for five (5) years thereafter. An audit may include, but is not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program implementation documents, field audits of Implementer employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

SCE may, in its sole discretion and at anytime, request information or data relating to the program, Work or this Contract, and Implementer shall provide such information in the format and within the time requested by SCE. Nothing in this provision shall limit the type, format or frequency of such requests by SCE.

21. MODIFICATIONS

Except as otherwise provided in this Contract, changes to this Contract shall be only be valid through a written amendment/Change Order to this Contract signed by both Parties.

22. TERM

This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at

midnight November 31, 2014; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

23. TERMINATION OR CANCELLATION

23.1. CPUC Authority To Modify: The Work and program under which the Work is authorized herein shall at all times be subject to the discretion of the California Public Utilities Commission (CPUC), including, but not limited to, review and modifications, excusing performance hereunder, or termination as the CPUC may direct from time to time in the reasonable exercise of its jurisdiction.

23.2. Termination for Convenience: Notwithstanding any other provisions of the Contract, SCE shall have the unilateral right to terminate the Work, or any portion thereof, or the Contract by the issuance of a Change Order, which shall not require Implementer's acceptance.

Subject to the provisions of Section 23.3 and 23.4 hereof, SCE shall pay Implementer the termination charges set forth in the Contract pro-rated to the effective date of termination. If termination charges are not set forth in the Contract, SCE shall complete the payments for all Work accepted by SCE. SCE, at its option, may take possession of any Material paid for by SCE. The provisions of this Section 23.2 shall be Implementer's sole remedy resulting from such termination.

23.3. Cancellation for Default. In the event of: (i) the breach of or failure of Implementer to perform any of its material obligations under the Contract including, but not limited to, failure to complete the Work on time or failure to make satisfactory progress or persistent failure to pay labor and material claims; (ii) the failure of Implementer to give SCE adequate assurance of performance within ten working days after written demand by SCE therefore when reasonable grounds for insecurity arise; or (iii) the insolvency, bankruptcy or receivership of Implementer, then SCE may (a) withhold payment of any further monies which may be due Implementer until such condition is cured, and/or (b) declare Implementer to be in default of the Contract and notify Implementer in writing of such declaration and shall be entitled to cancel the Contract in whole or in part effective immediately upon written notice thereof. Any cancellation pursuant to this Section 23.3 shall not be deemed a "termination" for the purposes of Section 23.2 hereof.

In the event of such cancellation, Implementer shall immediately stop Work and surrender to SCE's possession, complete and incomplete Documentation and other Information, Material, control and use of the Jobsite and all Implementer and SCE-owned equipment, facilities, and all other items which SCE may deem necessary or appropriate until the Work is completed. Implementer shall assign to SCE the outstanding subcontracts and Contracts as requested by the SCE Representative for such completion. SCE shall have the right to provide, or contract for, all additional labor, Material, and any other items which it may deem necessary to complete the Work.

If the total of all expenses incurred by SCE to complete the Work is greater than the sum which would have been payable under the Contract if Implementer had

completed the Work, the difference shall constitute a claim against Implementer. Such claim shall be due and payable within ten working days after presentation of the claim. Additionally, SCE shall have the right to pursue other remedies afforded by law.

23.4 Delivery of Materials: Without limiting the effect of the provisions of Sections 15 and 23.3 hereof, upon receipt of notice of termination or cancellation under this Section 23, Implementer shall immediately deliver to SCE all complete and incomplete Documentation, and all Material. If, at the time of termination or cancellation further sums are due Implementer, Implementer shall not be entitled to the sums until all Documentation and all Material required to be delivered to SCE are delivered.

23.5 Cessation of Work: Upon receipt of notice of termination or cancellation for any reason, Implementer shall promptly cease all Work except for additional Work that SCE may, in its discretion, request Implementer to perform. Additional Work shall be performed in compliance with the terms of the Contract.

24. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Contract, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Implementer:

South Bay Cities Council of Governments
Jacki Bacharach, Executive Director
20285 S. Western Ave., Suite 100
Torrance, CA 90501

SCE:

Southern California Edison
Scot Mann
1515 Walnut Grove Ave
Rosemead, CA 91770

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

25. INDEPENDENT CONTRACTOR

Implementer is and will perform the work as an independent contractor for SCE. Nothing in this Contract shall be construed so as to render Implementer an employee, agent, representative, joint venturer or partner of SCE for purposes of carrying out this Contract. Implementer shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, SCE without first receiving express written authorization from SCE. SCE and Implementer shall each maintain sole and exclusive control over its respective personnel and operations.

26. BENEFIT TO SCE CUSTOMERS

Ratepayer funded programs must directly benefit customers in the service territory from which the funds are collected. The energy efficiency program implemented pursuant to this Purchase Order is funded in whole or in part by funds collected from SCE's customers for public purpose programs, and therefore must directly benefit SCE's customers. Procurement Energy Efficiency Funds are defined as those certain funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purpose programs, including energy efficiency programs approved by the CPUC.

27. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

The "Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS", dated January 10, 2010, is hereby incorporated by reference into this Contract. Implementer shall immediately notify the SCE Representative if Implementer is unable to meet ANY of the requirements set forth therein. SCE may cancel this Contract if Implementer fails to meet the requirements set forth in this Handbook. Such cancellation shall not be deemed a termination under the termination provisions of this Contract.

28. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Work obligations.

29. NON-DISCRIMINATION CLAUSE

None of the provisions of this Contract shall be considered waived by either Party unless such waiver is specifically stated in writing.

30. ASSIGNMENT

No Party shall assign this Contract or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require Implementer's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

31. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Contract and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Contract.

32. GOVERNING LAW; VENUE

This Contract shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Contract shall be filed in Los Angeles County, California.

33. SECTION HEADINGS

Section headings appearing in this Contract are for convenience only and shall not be construed as interpretations of text.

34. SURVIVAL

Notwithstanding completion or termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract which by their nature survive such completion or termination.

35. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Contract or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives.

IMPLEMENTER:

South Bay Cities Council of Governments

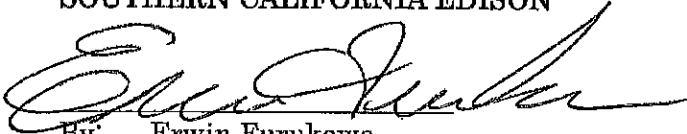


By: Daniel Medina

Title: Chair

SCE:

SOUTHERN CALIFORNIA EDISON



By: Erwin Furukawa

Title: Senior Vice President,
Customer Service

36. PRIOR WORK.

In the event that Implementer performs any Work authorized by SCE but prior to the execution of this Contract, then such prior Work shall be considered performed subject to the provisions of this Contract.

37. ENTIRE AGREEMENT

This Contract (including all of the Exhibits and attachments hereto which are incorporated into this Contract by reference) contains the entire agreement and understanding between the Parties with respect to the Program and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Contract.

38. COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]:

EXHIBIT A

STATEMENT OF WORK (with Appendices A-C)

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PEPMA Proposal Number: 23409

Energy Efficiency Division

Statement of Work

Revision Summary Page

Program Name: South Bay Cities Council of Governments (SBCCOG) Strategic
Plan Strategies Phase 3

Implementer: South Bay Cities Council of Governments

[No Revisions at This Time]

Summary:

N/A

STATEMENT OF WORK

Program Name: South Bay Cities Council of Governments Strategic Plan Strategies Phase 3

Implementer: South Bay Cities Council of Governments ("SBCCOG")

Program Budget: \$771,630.00, as may be modified pursuant to Contract

SECTION 1 – DESCRIPTION

Pursuant to Decision (D).09-09-047, the California Public Utilities Commission (CPUC or Commission) authorized Southern California Edison Company (SCE) to conduct strategic plan activities (the Strategic Plan Program) centered on Energy Efficiency (sometimes referred to as EE) and addressing the "Big, Bold" strategies and related local government goals found in the CPUC's California's Long-Term Energy Efficiency Strategic Plan (CEESP).¹ Based on this authorization, SCE conducted a solicitation seeking activities to fund that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

A. Defined Terms

Capitalized terms not otherwise defined in the text of this Statement of Work (SOW) are defined in Appendix B, "Defined Terms," attached hereto and incorporated by reference. Capitalized terms not otherwise defined in the text of this SOW or in Appendix B hereto shall have the meaning ascribed to them in SCE's General Terms and Conditions (Ts&Cs) for both EE and Demand Response (DR), attached to the Contract and incorporated herein by reference.

B. Background

SCE initiated both Phases 1 and 2 of the local government EE strategic plan support solicitation during 2010, and these two phases are currently being implemented. Funding for Phase 3 solicitation for 2013-2014 was approved in CPUC D.12-11-015, issued on November 15, 2012.

The ultimate goal for each participating city or county government, or a regional government, representing one or more local jurisdictions that are currently participating in SCE's Local Government or Institutional Partnerships (Implementer) in relationship to

¹ Visit www.californiaenergyefficiency.com for a copy of the CEESP.

CEESP support, is to embed and institutionalize EE in its policies, programs, and processes and to establish a culture of EE within the Implementer's jurisdiction.

C. Objective

Through the Strategic Plan Strategies Phase 3 (Program), the Implementer will deliver items listed in Table 4 of Appendix C (Strategic Plan "Support Menu") of this SOW, to develop and implement local government strategic plan support strategies during the years 2013-2014 timeframe.

SECTION 2 – GENERAL REQUIREMENTS

A. Notice to Proceed (NTP)

Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives a Contract, including "this SOW" from Contract Program Manager (CPM);
2. Implementer provides to the CPM a signed Contract; and
3. CPM provides to Implementer written notice to proceed with the Work (NTP).

B. License

Within 10 Business Days of the CPM issuing the NTP, the Implementer and each of its sub-contractors will submit copies of any and all licenses and/or registrations required for the performance of the proposed Work to the CPM.

C. Goals

Implementer must achieve delivery of project milestones and dates as outlined and agreed to by the CPM. The CPM will review the number of projects, tasks, and deliverables completed to assess Work progress.

D. Coordination with the CPM

Implementer must achieve delivery of Work milestones and dates. The CPM will review the SOW requirements, including tasks and deliverables completed, to assess Work progress.

SECTION 3 – SCOPE OF WORK

The Work will consist of the following tasks supporting the CEESP goals specifically set forth by SCE and accepted by Implementer:

Task 1: Program Ramp-Up

A. Attend Program Kick-off Meeting

Implementer's representative(s) will attend a Program kick-off meeting with the CPM to discuss Program logistics, evaluation, monitoring and verification coordination, invoicing requirements, SOW, and any remaining contract issues at a time and location mutually agreed upon by SCE and Implementer.

To avoid duplication and unnecessary expenditures, the CPM will provide information and guidance regarding currently available resources (e.g., available training programs, templates, etc.) that will be used by the Implementer in assessing pre-existing resources. This information exchange will enable the Implementer to focus efforts on the areas in each task where gaps exist.

B. Program Data, Invoicing, and Reporting Tool Training

The Implementer will attend the kick-off meeting to be trained on the use of SCE's invoicing and reporting tool (IR Tool). Thereafter, the Implementer will use the IR Tool to provide the CPM invoices and Monthly Reports each Month.

Deliverables:

Task 1 – Deliverable(s)	Due Date(s)
1. Attend a Program Kick-off meeting that includes IR Tool training.	Determined by SCE & Implementer after the issuance of the NTP.
2. Delivery of updated IR Tool to CPM for review and approval.	IR Tool training plus five (5) Business Days.

Task 2: Customize Community Climate Action Plan with EE Language and Data (EECAP) (SP Task 4.1.2)

The Implementer will customize community Climate Action Plans (CAPs) focusing on energy efficiency for at least 10 and no more than 15 Participating Municipalities² and at the

² To the extent that the Implementer develops EECAPs for fewer than all 15 Participating Municipalities, the maximum Budget set forth for the Work will be reduced by a proportionate share, as described in Section 4.C of this SOW, and as set forth in the Contract.

Sub-regional level. The Sub-region is defined as the area within the boundaries of the 15 Participating Municipalities. This effort will be focused on the development and customization of the EE chapter of the CAPs, including addressing the Sub-region with energy efficiency language and data. This portion of the CAP is referred to as the Energy Efficiency Climate Action Plan (EECAP).

A. Task Goals and Objectives

The Implementer will fulfill the following goals and objectives:

1. Develop and use EECAP Template as basis for individualized EECAP for Participating Municipalities and the Sub-region;
2. Provide information to all Participating Municipalities on the direct benefits of integrating energy efficiency and greenhouse gas (GHG) reduction efforts;
3. Identify municipal best practices that integrate reducing greenhouse gas emissions and increasing energy efficiency;
4. Assess steps already taken by Participating Municipalities that benefit greenhouse gas reduction and increase energy efficiency;
5. Coordinate with each Participating Municipality to gather input on its individual municipal energy usage and savings opportunities based on the development of their respective EECAPs;
6. Coordinate the sub-regional greenhouse gas inventory which provides energy use data and greenhouse gas emissions for the community element of a Climate Action Plan;
7. Work with appropriate Implementer Committees to develop implementation strategies for EECAP and process for adoption by Participating Municipalities; and
8. Develop a policy for EECAP updates.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. **Status of Consultant or Subcontractor Agreement for Resource to Support the Task:** The Implementer will issue a request for proposals (“RFP”) and award a contract for consultation services to develop and implement a plan for the creation and maintenance of the EECAP and the policies and procedures of the EECAP. The Implementer will provide CPM with a status of the consultant or subcontractor selection until agreement is issued.

2. **EECAP Assessment and Planning Report (Draft and Final):** The Implementer will prepare a plan for the development of an EECAP for each Participating Municipality and the Sub-region which will include, at a minimum, the data collection process, including data collection templates if applicable, methodology for estimating inventory updates, and public input and community involvement through forums, workshops and other such events. Program monies may only be expended for the energy efficiency portion of the Climate Action Plan.
3. **Report on GHG Emissions Inventories and Forecasts:** The Implementer will update GHG emissions inventories and forecasts by calculating current and projected GHG emissions data for major sources and sectors, including but not limited to energy use, transportation, waste and water use, per industry best standards, to incorporate into the development of the EECAP for each participating municipality and the Sub-region.
4. **City-Specific and Sub-regional EE Measures, Programs and Policies Analysis Report:** The Implementer will calculate the potential impacts from EE measures, programs and policies for each Participating Municipality and the Sub-region. Additionally, the Implementer will identify existing and new EE strategies to reduce energy use and emissions, and devise an implementation and monitoring plan for the EE strategies. This work will be incorporated into an EECAP for each of the participating cities and will be used to develop the sub-regional EECAP. City Staff of each Participating Municipality will be trained on the tracking and monitoring plan for implementing EE strategies.
5. **EECAP for Each Participating Municipality and the Sub-region (Draft and Final):** The EECAP will take the results of the GHG inventories and forecasts, as well as the analysis of EE measures, programs and policies, and provide a plan for pursuing the implementation of EE strategies that is based on sound data, analysis and strategy development. The development will include continued engagement with officials of the Participating Municipalities to build support and capacity for the plan. The Sub-regional plan will incorporate coordinated strategies and plans to ensure the impacts of this planning effort will result in maximized impact from the implementation of the plans.
6. **Documentation Adoption of the EECAPs by Participating Municipalities and SBCCOG:** Implementer will work with Participating Municipalities to develop staff memos and materials to present the EECAPs to city councils and to SBCCOG Board of Directors for adoption. The Implementer will document the adoption of the recommendations or provide documentation of the reasons why recommendations have not been adopted. Documentation may include council agenda, staff report,

meeting minutes, final adopted resolution, or any other formal communication deemed acceptable by CPM.

7. **EECAP Monthly reports of tracked Performance Indicators:** Implementer will provide a monthly report of all on-going activities including a list of monthly achievements and outstanding issues.

B. Task Performance Indicators

The Implementer will, at a minimum, track the following information:

Number of Participating Municipalities that adopt an EECAP.

Deliverables:

Task 2 – Deliverable(s)	Due Date(s)
1. Report on status of Consultant or Subcontractor to support the Task	NTP plus 14 Calendar Days
2. Consultant Selection	NTP plus 3 Months
3. Draft EECAP Assessment and Planning Report	NTP plus 6 Months
4. Final EECAP Assessment and Planning Report	NTP plus 7 Months
5. GHG Emissions Inventories and Forecasts	NTP plus 8 Months
6. City-Specific and Sub-regional EE Measures, Programs and Policies Analysis Report	NTP plus 10 Months
7. Draft EECAP for each Participating Municipality and the Sub-region	NTP plus 12 Months
8. Final EECAP for each Participating Municipality and the Sub-region	NTP plus 15 Months
9. Documentation of the adoption of the EECAP or documentation of why the EECAP was not adopted and related alternate plans for each Participating Municipality and SBCCOG for Sub-region	NTP plus 16 Months
10. Monthly reports of tracked Performance Indicators	NTP plus 1 Month and Monthly thereafter

Task 3: Invoicing and Reporting

A. Invoicing

The Implementer will submit to the CPM an Invoice which includes supporting documentation in accordance with the requirements delineated Appendix A, "Invoicing Requirements", the Ts&Cs, Section 4, and Attachment No.1 of the Contract.

SCE may amend the invoicing requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflect any changes in future invoice documentation.

B. Reporting

The Implementer will submit to the CPM an Invoice which includes supporting documentation in accordance with the requirements delineated Appendix A, "Invoicing Requirements", the Ts&Cs (Section 4), and Attachment No.1 of the Contract.

SCE may amend the reporting requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflect any changes in future invoice documentation.

Deliverables:

Task 3 – Deliverable(s)	Due Date(s)
1. Prepare and submit invoices and supporting documentation to SCE	15th Calendar Day of the Month per Appendix A, "Invoicing Requirements"
2. Submit final invoice to SCE	April 15, 2015
3. Prepare and submit Monthly Report to SCE	15th Calendar Day of the Month per Appendix D, "Regulatory Reporting Requirements"
4. Submit Commission reports	Semi-annually and annually

Task 4: Ramp-Down and Shut-Down Program

All Program operations will be completely shut down after the last day of the effective period of the Contract, and no later than December 31, 2014, with the exception of preparation and submittal of the Final Report, as defined in Task 5.

Deliverables:

Task 4 – Deliverable(s)	Due Date(s)
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1. Complete all services for Tasks 1-4	No later than December 31, 2014
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Task 5: Submit Final Program Report

After Program completion, the Implementer will submit a final report that reviews the Program's progress and accomplishments (the "Final Report"). The Final Report will include the information referenced in Appendix E, "Final Program Report Template".

Deliverables:

Task 5 – Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than February 15, 2015
2. Submit revised Final Report for SCE review and approval	The earlier of March 31, 2015 or within two weeks of receipt of SCE comments

SECTION 4 – PAYMENT

A. Payment Terms

The Program will utilize a 100% time and material based payment (T&M Payment) structure based on the fully burdened billing rates contained in Section 4, Table 1. All payments will be subject to Appendix A, "Invoicing Requirements", the Ts&Cs, Section 4, and Attachment No.1 of the Contract.

Table 1: Fully Burdened Hourly Rates by Title³

Staffing Direct Labor	Responsibility	Hourly Rate (U.S. Dollars)	Estimated % of Time
Subcontractor	Task Implementation	\$200.00	N/A
Executive Director	Management	\$180.00	4%
Deputy Director	Management	\$135.00	8%

³ Fully burdened rates are defined as "Labor Related Cost Under Time and Materials Basis" in Section 4 of the General Terms and Conditions.

Environmental Services Analyst III	Marketing and Outreach	\$102.00	2%
Environmental Services Analyst II	Program Support, Marketing and Outreach	\$74.00	2%
Environmental Services Analyst I	Program Support, Marketing and Outreach	\$59.00	2%
Environmental Programs Specialist II	Program Administration, Coordination and Drafting Reports	\$102.00	32%
Environmental Programs Specialist I	Program Administration, Coordination and Drafting Reports	\$80.00	40%
Environmental Programs Analyst	Program Support	\$59.00	2%
Accountant	Accounting, Invoicing and Reporting	\$83.00	4%
Administrative Assistant	Administrative Support	\$46.00	4%
Total			100%

B. Implementer's Budget Breakdown

The Work budget is divided into three cost categories described as:

- **Administrative Costs:** Typically, program overhead costs, such as staff labor/benefits, employee expenses, and miscellaneous general expenses that are not marketing and outreach (Marketing and Outreach), direct implementation, or incentive/rebate costs. These costs will usually be for labor incurred in preparing invoices and reporting (monthly, semi-annual and ad hoc).
- **Marketing and Outreach Costs:** Typically, marketing costs such as collateral material, outreach costs such as promotional events, and staff labor associated with incurring marketing costs and activities.
- **Direct Implementation Costs:** Costs related to activities directly tied to, and associated with, the development and the implementation of the proposed Work, including subcontractor costs.
- **Total Two-Year Budget:** Sum of the components listed above.

Table 2: Implementer's Budget (Task 2)

Task 2 Budget Breakdown		
Allowable Cost	%	\$
(1) Administration	2.5%	\$19,533

(2) Marketing and Outreach	1.6%	\$12,041
(3) Direct Program Implementation	95.9%	\$740,056
Total Implementer Budget: (1)+(2)+(3)	100.0%	\$771,630

C. Program Budget Limit

In no event will the Implementer exceed the total amount budgeted by SCE for the Contract related to this SOW of **\$771,630.00**. The Implementer will develop Deliverables 3 and 4, the Draft and Final EECAP Assessment and Planning Report, for all 15 Participating Municipalities, has a budget of \$90,780. If a Participating Municipality chooses not to move forward with developing the EECAP, the remaining budget of \$680,850 will be reduced proportionately based on the population of each Participating Municipality for which Implementer does not develop an EECAP. The population figures for each Participating Municipality are show in Table 3.

For example, if Implementer develops EECAPs for 13 of the 15 Participating Municipalities, and the 13 municipalities represent 90% of the total population of the 15 Participating Municipalities, then the maximum budget limit for the Work related to this SOW will be \$703,545 (\$680,850 minus 10%, plus \$90,780 for Deliverables 3 and 4). This term will be incorporated into the Contract related to this SOW.

TABLE 3: POPULATION OF THE CITIES OF THE SOUTH BAY COUNCIL OF GOVERNMENTS

City	Population
Carson	91,714
El Segundo	16,654
Gardena	58,829
Hawthorne	84,293
Hermosa Beach	19,506
Inglewood	109,673
Lawndale	32,769
Lomita	20,256
Manhattan Beach	35,135
Palos Verdes Estates	13,438
Rancho Palos Verdes	41,643
Redondo Beach	66,748
Rolling Hills	1,860

Rolling Hills Estates	8,067
Torrance	145,438
15 City Total	746,023

Source: 2010 Census Data

D. Performance Indicators

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- Progress made against the goals, deliverables, and due dates above; and
- Actual performance versus predicted performance as outlined herein.

APPENDIX A: INVOICING REQUIREMENTS

A. Invoicing Instructions

1. Advance Copy to CPM

An advance electronic copy of Implementer's invoice (Advance Copy) must be submitted to the CPM by the 15th Calendar Day of each month, and include the following attachments:

- Invoice Summary Page section of this Appendix A (see Item B.1 below); and
- All information outlined in the Time and Materials Invoicing Requirement section of this Appendix A (see Item B.2 below).

2. Final Invoice to Accounts Payable

- Upon CPM approval of the Advance Copy, the Implementer will submit a hard copy invoice to Accounts Payable within two (2) Business Days thereafter. The hard copy invoice must include the following attachments:
- Invoice Summary Page (see Item B.1 below);
- All information outlined in the Time and Materials Invoice Requirement section of this Appendix A (see Item B.2 below); and
- Any additional requests for substantiating documentation, at the sole discretion of the CPM or procurement agent.

Mail an original and one copy of all invoices to the following address:

Southern California Edison Company
Accounts Payable Division
P.O. Box 700
Rosemead, CA 91770

If rates, rate format or rate components are different from that stated in the Contract, payment may be delayed due to necessary validation of the invoice.

Failure to comply with invoice instructions or any other terms and conditions of the Contract may result in adjustment or rejection of the invoice.

B. Invoicing Requirements

1. Invoice Summary Page: All invoices must contain an invoice summary page with, at a minimum, the following information:

- SCE's Contract number;
- Task description;
- Total amount authorized;
- Current monthly amount invoiced (including the task(s));
- Cumulative amount invoiced to date (including the task(s)); and
- Statement of deliverables for the period.

2. Time and Materials Invoicing Requirements

In addition to the invoice instructions contained herein, the Implementer will also refer to Section 4.1 of SCE's General Terms and Conditions for additional invoicing instructions.

Each invoice will provide sufficient detail to identify the following elements:

- Personnel work dates;
- Personnel work hours by name and classification;
- Personnel work rates: fixed hourly billing rates;
- Description of work performed - by person, by day, broken down no less than by the hour by task in sufficient detail to identify work performed;
- Itemized receipts for material and subcontract costs;
- Itemized receipts for "Out-of-Pocket" expenses authorized by the Contract; and
- Itemized receipts for authorized travel costs or detail of trips for which authorized mileage is charged.

APPENDIX B: DEFINED TERMS

1. **Baseline Data:** The initial base metric for comparing the net result of programmatic changes versus what would have happened in the absence of the Program or activity.
2. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
3. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
4. **California Public Utilities Commission (“CPUC” or “Commission”):** Public agency that regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
5. **Contract(s):** Agreement entered into between SCE and the Implementer which authorizes the Work, states the commercial terms, incorporates by reference SCE’s Ts&Cs (or a different set of terms and conditions mutually agreed upon between SCE and the Implementer), a Statement of Work, and other referenced documents, all of which form the contract between SCE and the Implementer to perform the Work described herein. The term “Contract(s)” will have the same definition and meaning ascribed to as the term “Agreement(s)” under SCE’s Ts&Cs.
6. **Contract Program Manager (CPM):** The SCE Representative who will manage the Program.
7. **Customers:** For purposes of this SOW, Customer shall mean any customer of SCE that is within the Implementer’s jurisdiction.
8. **Demand Response or DR:** Sometimes referred to as load curtailment or reduction. Mechanisms (such as interruptible rates, bill credits) are used to encourage consumers to use energy at different (lower cost) times of day or to interrupt energy use for certain equipment temporarily, usually in direct response to an event or price signal.
9. **Energy Efficiency or EE:** An action, appliance or device that reduces the total electric consumption of a Customer, while maintaining a level of service that is the same or better than before.
10. **Local Government or Institutional Partnership Programs:** A program that coordinates efforts of a utility and a local government or other entity to use the strengths of both parties to achieve energy savings goals.

11. **Marketing and Outreach:** Communications activities designed to identify, reach, and motivate potential Customers to take actions to either learn more about or invest in EE opportunities.
12. **Measures**
 - Specific Customer actions which reduce or otherwise modify energy end-use patterns.
 - A service or a product whose installation and operation at a Customer's premises results in a reduction in the Customer's on-site energy use, compared to what would have happened without the service or product installation.
13. **Month or Monthly:** A term ending on the last Calendar Day of each month.
14. **Participating Municipalities:** The cities of Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance, California who will participate in the Program. Each city may be referred to as a Participating Municipality.
15. **Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business.
16. **SCE Invoice and Reporting Tool (IR Tool):** SCE's invoicing and reporting tool that uses either a Web-based interface or a database format as determined by the CPM to collect program information. See Appendix A, "Invoicing Requirements," and Appendix D, "Regulatory Reporting Requirements" for more information.
17. **Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Contract.
18. **Work:** Any and all obligations of Implementer to be performed for SCE and Customers pursuant to and during the term of the Contract resulting from this SOW, any revision to such Contract, or a subsequent amendment or Change Order. The Work will include, without limitation the Work described in Section 3 of this SOW.

APPENDIX C : STRATEGIC PLAN SUPPORT MENU

Table 4: Strategic Plan “Support Menu”

Strategic Plan Goal 1: Local governments lead adoption and implementation of “reach” codes stronger than Title 24 on both mandatory and voluntary bases.		
STRATEGY	1.1	Adopt codes, ordinances, standards, guidelines or programs that encourage or require building performance exceeding state requirements. The focus should be on using existing models, or if there is something new and unique, that it be replicable.
TASKS	1.1.1	Adopt building energy codes more stringent than Title 24’s requirements, using cost-effectiveness studies by Climate Zone done by the utilities; adopt one or two additional tiers of increasing stringency.
	1.1.2	Adopt a Green Building policy for municipal development, commercial development and/or residential development.
	1.1.3	Develop/adopt point of sale programs such as a Residential or Commercial Energy Conservation Ordinance. Focus on whole building performance.
	1.1.4	Change local codes to allow and encourage integration of EE, demand response, and on-site generation.
	1.1.5	Develop and adopt programs to encourage energy efficiency such as one-stop permitting, on-line permitting, separate Zero Net Energy (ZNE) permit processes, density bonuses, or a recognition program.
	1.1.6	Develop educational programs for local elected officials, building officials, commissioners, and stakeholders to improve adoption of EE codes, ordinances, standards, guidelines and programs.
STRATEGY	1.2	Implement codes, ordinances, standards, guidelines or programs that encourage building performance exceeding state standards.
TASKS	1.2.1	Implement any of the Tasks under Strategy 1.1 above, through a process involving internal and external stakeholders, etc.
Strategic Plan Goal 2: Strong support from local governments for energy code compliance enforcement.		
STRATEGY	2.1	Improve processes resulting in increased code compliance through education, training, and enforcement practices.
TASKS	2.1.1	Local government staff and contract staff attend code compliance workshops offered by the California Energy Commission (“CEC”), utility codes & standards staff, or other local governments with strong compliance records.
	2.1.2	Redesign enforcement, compliance, plan review processes; introduce new forms and templates.
Strategic Plan Goal 3:		

Local governments lead by example with their own facilities and energy usage practices.		
STRATEGY	3.1	Develop a program to track municipal energy usage, such as through energy management software and benchmarking of municipal facilities.
TASKS	3.1.1	Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities.
	3.1.2	Set up a 'utility manager' computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.
STRATEGY	3.2	Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) for municipal operations. The plan could include setting energy efficiency standards for new and existing facilities, developing a revolving loan fund for EE projects, and so on.
TASKS	3.2.1	Develop/adopt an energy chapter for City/County climate or energy action plan.
	3.2.2	Adopt a policy to require Leadership in Energy and Environmental Design (LEED), Energy Star Ratings, or other program standard for municipal facilities.
	3.2.3	Develop policy for a revolving EE fund for City/County facilities.
	3.2.4	Develop commissioning/retro-commissioning policies for municipal facilities.
Strategic Plan Goal 4:		
Local governments lead their communities with innovative programs for EE, sustainability and climate change.		
STRATEGY	4.1	Adopt a CAP, EAP, or adopt EE language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on EE.
TASKS	4.1.1	Develop a regional template for CAP or EAP.
	4.1.2	Customize CAP with EE language and data.
	4.1.3	Update General Plan/Conservation Element with Climate policies. Provide EE framework and data for other people doing planning.
	4.1.4	Conduct the EE savings analysis for an annual Greenhouse Gas inventory for the City/ County.
Strategic Plan Goal 5:		
Local government EE expertise becomes widespread and typical.		
Local governments participating in activities under Goals 1 – 4 will be increasing their expertise.		
The activities under Goal 5 are more directly related to the programs operated by the statewide local government associations (ICLEI, ILG and LGC), by regional local government agencies such as the Association of Bay Area Governments and Great Valley Center, and by the Statewide Local Government EE Best Practices Coordinator.		

APPENDIX D: REGULATORY REPORTING REQUIREMENTS

In addition to any reporting requirements outlined in the Ts&Cs and Attachment No.1 of the Contract, the Implementer will follow the following reporting requirements when submitting documents to SCE:

- A. **Monthly Report:** The Monthly Report due on the 15th Calendar Day of each Month for work completed the preceding Month using the IR Tool. The Monthly Report will include a discussion on the following Program activities occurring during that Month:
1. Administrative activities;
 2. Marketing activities;
 3. Direct Implementation activities;
 4. Implementer's assessment of Program performance and Program status. For example, is the Program on target, exceeding expectations, or falling short of expectations, etc.;
 5. Discussion of changes in Program emphasis. For example, new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.;
 6. Discussion of near term plans for Program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase Program participation);
 7. Changes to staffing and staff responsibilities, if any;
 8. Changes to contacts, if any;
 9. Changes to Subcontractor and Subcontractor responsibilities, if any;
 10. Number of Customer complaints received; and
 11. Program Theory and Logic Model, if not already provided in the PIP, or if Implementer makes any revisions.
- B. **Commission Reporting Requirements:** The Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments, and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the Commission including Quarterly, Semi-annual and Annual Reports.
- The Commission may amend reporting requirements from time to time. SCE will notify Implementer of any reporting changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflect in future invoice documentation.
- Requirements for these reports may change per the direction of the Commission or the Commission's Energy Division. The current reporting requirements are as follows:
1. **Semi-annual Report:** Implementer will provide SCE with the requisite

information to be compiled for the portfolio reporting in Program Semi-annual Reports using the Semi-annual Report template set forth in Section 1.a herein. Semi-annual reports are due March 1st and September 1st of each year.

a. Semi-annual Report Template

i. A template will be provided by CPM prior to the reporting period.

2. Implementer will provide additional data or information as required by the Commission.

C. Allowable Costs

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category <u>Note: *These allowable costs are to be allocated towards the direct implementation category.</u>	Managerial and Clerical Labor
	Implementer Labor - Clerical
	*Implementer Labor - Program Design
	*Implementer Labor - Program Development
	*Implementer Labor - Program Planning
	*Implementer Labor - Program/Project Management
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	Human Resource Support and Development
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.</p>	
	3/30/2006
Cost Categories	Allowable Costs
<p>Note: **Travel and Conference Fees associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.</p>	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach Labor
	**Travel and Conference Fees
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel - Airfare
	Implementer - Travel - Lodging
	Implementer - Travel - Meals
	Implementer - Travel - Mileage
	Implementer - Travel - Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor - Procurement
	Implementer Labor - Shop Services
	Implementer Labor - Administrative
	Implementer Labor - Transportation Services
	Implementer Labor - Automated Systems
	Implementer Labor - Communications
	Implementer Labor - Information Technology
	Implementer Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	Implementer - Bill Inserts
	Implementer - Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor - Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers Activity - Direct Labor
	Implementer Labor - Facilities Audits

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.	
	3/30/2006
Cost Categories	Allowable Costs
	Implementer Labor - Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	Installation and Service - Labor
	Implementer Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer - Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

D. Ad Hoc Reporting: Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (the "Ad Hoc Reports"). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

APPENDIX E : FINAL PROGRAM REPORT TEMPLATE



Local Govt_Final
Report Template_v1C