

FIRST AMENDMENT TO THE AGREEMENT TO THE CALIFORNIA ENERGY EFFICIENCY
STRATEGIC PLAN PHASE 3 IMPLEMENTATION CONTRACT
BETWEEN CITY OF REDLANDS AND SOUTHERN CALIFORNIA EDISON COMPANY

This first amendment ("First Amendment") to the California Energy Efficiency Strategic Plan Phase 3 Implementation Contract ("Agreement") entered into this 7th day of April, 2015, by and between Southern California Edison Company ("SCE") and City of Redlands ("Implementer"), shall be effective as of January 1, 2015 ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties executed the Agreement to implement the 2013-2014 Strategic Plan Phase III Program (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

WHEREAS, on March 26, 2014, the California investor-owned utilities submitted a joint application ("2015 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the year 2015, which included a continuation of the Program implementation by City of Redlands through 2015; and

WHEREAS, on October 24, 2014, the California Public Utilities Commission ("CPUC") issued Decision D.14-10-046 approving the 2015 Application, thereby approving continuation of the Energy Efficiency Partnership Programs; and

WHEREAS, D.14-10-046 was modified by CPUC D. 15-01-002 issued on January 9, 2015, which authorized continuation of the Program; and

WHEREAS, the Parties desire to extend the Agreement through 2015 as set forth herein;

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

1. Section 22 of the Agreement is hereby deleted and replaced with the following:

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 as midnight March 31, 2016; provided however, that all Work shall be completed by midnight December 31, 2015.

2. This First Amendment may be executed in one of more counterparts and delivered by electronic means, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.
3. Exhibit A (Statement of Work) of the Contract is hereby deleted in its entirety and replaced with a revised Exhibit "A" (Revised Statement of Work) attached to this First Amendment.
4. General. From and after the Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the

Agreement, as amended by the First Amendment. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall prevail. Each Party is fully responsible for ensuring that the person signing this First Amendment on that Party's behalf has the requisite legal authority to do so.

5. Except as amended by this First Amendment, all provisions of the Agreement shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

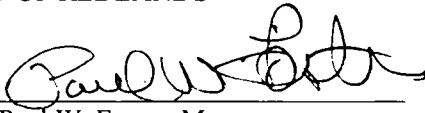
[SIGNATURES FOLLOW ON NEXT PAGE]

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

IMPLEMENTER:

ATTEST:

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor
Date: April 7, 2015

By: 
Sam Irwin, City Clerk
Date: April 7, 2015

SCE:

SOUTHERN CALIFORNIA EDISON
COMPANY

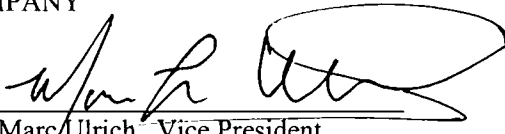
By: 
Marc Ulrich, Vice President,
Customer Programs and Services
Date: 4/28, 2015

EXHIBIT A

REVISED STATEMENT OF WORK (WITH Appendices A-C)

[SEE ATTACHED]

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Energy Efficiency Division

Statement of Work (Revised for CO5)

Revision Summary Page

Program Name: City of Redlands Strategic Plan Strategies Phase 3

Implementer: City of Redlands

Revision 1, Attachment 2 (Change Order 2), dated April 9, 2014 referenced throughout with Rev1

Summary:

- Update "Table 1: Fully Burdened Hourly Rates by Title" to change Labor Category "Senior Admin Analyst" from a \$41.79 hourly rate to a \$20.01 hourly rate.

Revision 2, Attachment 2 (Change Order 3), dated April 30, 2014 referenced throughout with Rev2

Summary:

- Update "Table 2: Fully Burdened Hourly Rates by Title" to change Labor Category "Senior Admin Analyst" from a \$20.01 hourly rate to a \$41.79 hourly rate.
- Update "Table 3: Fully Burdened Hourly Rates by Title" to add Labor Category "Administrative Technician" at a \$20.01 hourly rate.

Revision 3, Attachment 2 (Change Order 4), dated July 15, 2014 referenced throughout with Rev3

Summary:

- Update "Table 4: Fully Burdened Hourly Rates by Title" to change Labor Category "Senior Consultant" from a \$175.00 hourly rate to a \$225.00 hourly rate.
- Update "Table 4: Fully Burdened Hourly Rates by Title" to add Labor Category "Sustainability Manager" for Project Manager Responsibility at a \$50.47 hourly rate.

Revision 4, Attachment 2 (Change Order 5), dated October 7, 2014 referenced throughout with Rev4

Summary:

- Update "Table 1 : Fully Burdened Hourly Rates by Title" to add Labor Category "Project Assistant" for Project Manager Responsibility at a \$27.92 hourly rate.

Revision 5, Attachment 2 (Change Order 6), dated February 6, 2015 referenced throughout with Rev5

Summary:

- Extend the effective end date from 12/31/2014 to 3/31/2016 pursuant to California Public Utilities Commission (CPUC) final decision D. 14-10-046 issued on October 24, 2014 which was modified by CPUC D. 15-01-002 issued on January 9, 2015. The Decisions authorized continuation of the Program.

ATTACHMENT 2 – REVISION 5 – STATEMENT OF WORK

Program Name: City of Redlands Strategic Plan Strategies Phase 3

Implementer: City of Redlands ("City")

Program Budget: \$64,000.00

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. On October 24, 2014, D. 14-10-046 was issued then was modified by D. 15-01-002 issued on January 9, 2015 to authorize continuation of the Program Revs

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

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 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 and 2015^{Revs} 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 designated by SCE.

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 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 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: EE Education Program for Key Decision Makers (Elected Officials, Building Officials, and Commissioners) of the City (SP Task 1.1.6)

The Implementer will plan, promote, and conduct an education program on energy efficiency for key City decision makers (e.g., elected officials, building officials and commissioners). The purpose of this training program is to promote programs and policies that encourage and accelerate the development of codes and standards, ordinances, and policies that increase

energy efficiency throughout the City. The agenda will focus on providing information to these key city officials to enhance the likelihood that they will adopt policies, ordinances, and programs that impact energy efficiency.

By providing this program and educating City officials on the benefits of codes, standards and policies that increase energy efficiency, the likelihood of these decision makers voting to adopt “reach” codes and similar policies will be increased.

A. Task Goals and Objectives

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

1. **Report on Status of Implementer or Subcontractor to Support the Task:**
Implementer will submit Monthly reports on the status of hiring expertise to provide to complete the activities in this task if such support is needed.
2. **Assessment and Planning Report for the Energy Efficiency Education Program for Key Decision Makers (Draft and Final):** At a minimum, Implementer will review and assess existing trainings on energy efficiency including those offered by SCE, CalSEEC, CEC, IHACI, and CALBO, among others. This review and assessment will be used to identify any gaps and training enhancements that may exist. The Implementer will formulate the plan for developing the training program based on the information gained and gaps identified during the review and assessment.

As part of this Assessment and Planning Report, Implementer will provide:

- A policy statement describing the purpose of the Program;
- A draft agenda of potential topics to be covered;
- A list of potential speakers;
- A list of potential attendees by position and city organization, and a rationale for choosing these targeted participants;
- Pre- and post-training knowledge surveys to measure the level of energy efficiency building codes and standards knowledge gained as a result of participating in the trainings; and
- A plan to elicit substantial and useful participant feedback, including, at a minimum, participant feedback surveys which will include both quantitative

and qualitative questions to allow for meaningful assessment of the Program's value.

3. **Curriculum for the Energy Efficiency Education Program for Key Decision Makers and Promotional Materials (Draft and Final):** Implementer will develop draft training curriculum and promotional materials based on the methodology outlined in the Assessment and Planning Report and circulate these materials to SCE and industry stakeholders and other relevant experts.

Implementer will update and finalize the curriculum and promotional materials based on feedback received from SCE, industry stakeholders and other relevant experts.

4. **Conduct the Energy Efficiency Education Program for Key City Decision Makers:** Implementer shall conduct the education program.
5. **Assess Value and Benefits of the Energy Efficiency Education Program for Key City Decision Makers:** The Implementer will assess the value and benefits of the Program. The assessment will address the following:
 - a. List of invited participants, attendees and no-shows;
 - b. Results of pre- and post-program surveys of participants to determine the impact of the program on the likelihood the City officials adopting policies, standards and codes addressing energy efficiency;
6. **Plan for Sharing Lessons Learned/Best Practices with Other Local Governments:** Elements of the Program that are deemed successful could be replicated throughout the State of California. Implementer will prepare a report describing lessons learned and their understanding of best practices experienced during the planning, marketing, and the Program. Implementer will submit a plan for sharing this report with other local governments.
7. **Monthly Status Report:** 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 through the IR Tool:

1. Number and type of Key Decision Makers Education Program trainings and events given, by participant group;
2. Name and contact information of all Key Decision Makers Education Program

training and event/Summit attendees;

3. Results from participant pre-training/pre-Summit surveys that track baseline knowledge of energy efficiency/green building concepts, policies, etc.;
4. Results from participant post-training/post-Summit surveys that track tangible data on how level of knowledge changed due to specific training provided;
5. Number and type of published articles and messages related to the Training Program or Summit;
6. The number of EE-related policies adopted as a direct result of this Program and/or the likelihood participants would continue towards adoption of EE-policies and programs;

The Implementer will also quantitatively assess the value and benefits of the Training Program/Summit through analyzing results of participant satisfaction surveys and ability to pass City ordinances that mandate such training programs and/or summits.

Deliverables:

Task 2 – Deliverable(s)	Due Date(s)
1. Report on status of Implementer or Subcontractor to help support the Task	NTP plus 1 Month.
2. Draft Assessment and Planning Report for the Energy Efficiency Education Program for Key Decision Makers	NTP plus 2.5 Months.
3. Final Assessment and Planning Report for the Energy Efficiency Education Program for Key Decision Makers	NTP plus 3 Months.
4. Draft Curriculum for the Energy Efficiency Education Program for Key Decision Makers	NTP plus 6 Months.
5. Final Curriculum for the Energy Efficiency Education Program for Key Decision Makers	NTP plus 7 Months.
6. Conduct the Energy Efficiency Education Program for Key City Decision Makers	NTP plus 8 Months.
7. Assess value and benefits of the Energy Efficiency Education Program for Key Decision Makers	NTP plus 10 Months.

8. Plan for sharing lessons learned/best practices with other local governments	NTP plus 11 Months.
9. Monthly reports of tracked Performance Indicators	Monthly with Invoicing Requirements

Task 3: Customize Community Energy Action Plan (EAP) With Energy Efficiency Language and Data (SP Task 4.1.2)

A. Task Goals and Objectives

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

1. **Report on Status of Consultant or Subcontractor to Support the Task:**
Implementer will submit monthly reports on the status of hiring expertise to accomplish the Task.
2. **Assessment and Planning Report for Developing a Community Energy Action Plan (EAP):** The Implementer will prepare a plan for the development of an EAP for the City that will include, at a minimum, the data collection process, including data collection templates if applicable, methodology for estimating baseline, and public input and community involvement through forums, workshops and other such events
3. **EAP (Draft and Final):** To develop the EAP, the Implementer will prepare data on energy use in the community and in municipal facilities. The EAP will include an inventory of municipal facilities. Through this task the Implementer will establish a baseline of energy use, energy efficiency goals and implementation strategies to achieve these goals. In developing the EAP, the Implementer will:
 - a. Develop an inventory of City's electricity using equipment;
 - b. Study how users of electricity consume electricity;
 - c. Establish reduction goals and milestones;
 - d. Investigate and assess approaches to reduce energy;
 - e. Prioritize municipal EE projects and determine funding mechanisms for municipal EE projects; and
 - f. Develop GHG inventory with the San Bernardino Association of Governments (SANBAG).

4. **Report on Stakeholder Input:** Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the policy. Implementer may also include community stakeholder meetings.
5. **Monthly report 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 rationale and benefits of the proposed scope of work include the following:

1. Develop consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the City.
2. Develop detailed programs, policies, and implementation measures to achieve the solutions identified.

Deliverables:

Task 3 – Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 3 Months.
2. Assessment and Planning Report for the Development of a Community Energy Action Plan	NTP plus 6 Months.
3. Draft EAP	NTP plus 8 Months.
4. Final EAP	NTP plus 9 Months.
5. Submit EAP to Implementer's City Council for Adoption and provide effective date	NTP plus 16 Months.
6. Report on Stakeholder Input	NTP plus 16 Months.
7. Submit Monthly Status Report	Monthly with Invoicing Requirements

Task 4: 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 all required reports initially as a draft for review and approval by the CPM. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix D, "Regulatory Reporting Requirements", the Ts&Cs, 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 reflected in future invoice documentation.

Deliverables:

Task 4 – 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	March 31, 2016 ^{Rev5}
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 5: Ramp-Down and Shut-Down Program

A. Program Shut-Down

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, 2015 ^{Rev5}, with the exception of preparation and submittal of the Final Report, as defined in Task 5.

Deliverables:

Task 5 – Deliverable(s)	Due Date(s)
1. Complete all services	No later than December 31, 2015 Rev6

Task 6: Submit Final Program Report

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

Deliverables:

Task 6 – Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than February 15, 2016 Rev5
2. Submit revised Final Report for SCE review and approval	The earlier of March 31, 2016 or within 2 weeks of receipt of SCE comments Rev5

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 4: Fully Burdened Hourly Rates by Title² Rev4

Staffing Direct Labor	Responsibility	Hourly Rate (U.S. Dollars)	Estimated % of Time
Sr. Consultant	All Aspects	\$225.00 ^{Rev3}	N/A
Senior Admin Analyst ^{Rev2}	Project Manager	\$41.79 ^{Rev2}	0% ^{Rev2}
Field Services Manager	Project Oversight	\$93.66	0% ^{Rev3}
Part Time Admin Assistant	Administrative Support	\$14.64	0% ^{Rev3}
Administrative Technician ^{Rev2}	Project Manager	\$20.01 ^{Rev2}	0% ^{Rev4}
Sustainability Manager ^{Rev3}	Project Manager	\$50.47 ^{Rev3}	50% ^{Rev3}
Project Assistant ^{Rev4}	Project Manager	\$27.92 ^{Rev4}	50% ^{Rev4}
Total			100%

² Fully burdened rates are defined as "Labor Related Cost Under Time and Materials Basis" in Section 4 of the General Terms and Conditions.

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 5: Implementer's Budget (Task 2)

Task 2 Budget Breakdown		
Allowable Cost	%	\$
(1) Administration	14.0%	\$1,680
(2) Marketing and Outreach	11.5%	\$1,380
(3) Direct Program Implementation	74.5%	\$8,940
Total Implementer Budget: (1)+(2)+(3)	100%	\$12,000

Table 6: Implementer's Budget (Task 3)

Task 3 Budget Breakdown		
Allowable Cost	%	\$
(1) Administration	30.5%	\$15,860
(2) Marketing and Outreach	5.5%	\$2,860

(3) Direct Program Implementation	64.0%	\$33,280
Total Implementer Budget: (1)+(2)+(3)	100%	\$52,000

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 \$64,000.00.

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 (Final 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 substantiating documentation, as requested at the sole discretion of the CPM or procurement agent.

Mail an original and one copy of the Final Invoice to the following address:

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

Send an electronic copy of the Final Invoice to the CPM.

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. **Customer:** 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. Performance Indicators: Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business

15. 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.

16. 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.

17. 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 7: 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 in 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:

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.
- A. **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 reflected 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
	Implementer Payroll Tax - Direct Implementation Labor

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
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.	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
	Implementer Labor - Accounts Receivable

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 - 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
	Implementer Labor - Curriculum Development

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 - 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_v10