GENERAL SERVICES

CHANGE ORDER NO. 1

This Change Order No. 1 (the "Change Order") is issued pursuant to the CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated September 20, 2011 (the "Contract") between THE COUNTY OF SANTA BARBARA ("Implementer") and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and sets forth certain changes to the Statement of Work ("SOW") executed by Implementer and SCE on September 20, 2011. This Change Order is effective as of November 1, 2012 ("Change Order Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contract.

The parties agree to modify the SOW as follows:

- 1. Section 1, Part B is deleted in its entirety and replaced with the following:
 - **B. Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work ("SOW") will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.
 - **1. Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
 - **2.** Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
 - **3.** Campus: A series of buildings situated closely together as a plaza and served by a single SCE meter. In order to capture the energy use for a single building in this type of arrangement, it is necessary to separately meter (submeter) the energy consumption for that building.
 - **4. Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
 - 5. Contract: Document issued by SCE to Implementer, as may be amended in writing as provided therein, 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 contractual agreement between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
 - **6.** Contract Program Manager or CPM: The SCE Representative who will manage the

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Program.

- **7. CPUC:** The California Public Utilities Commission.
- **8.** Customer: A residence or business receiving electric service from SCE and paying the Public Goods Charge.
- 9. Implementer: County of Santa Barbara
- **10. Incentive:** Financial support (e.g., Rebates, low-interest loans) to install energy efficiency Measures. The Incentives are solicited by the Customer and based on the Customer's billing history and/or Customer-specific information. Also see Rebate.

11. Measure:

- Specific action which reduces or otherwise modifies energy end-use patterns.
- A service or a product installation and operation of which results in a reduction in on-site energy use, compared to what would have happened without the service or product installation.
- **12. Month or Monthly:** A term ending on the last Calendar Day of each month.
- **13. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Contract.
- **14. Public Goods Charge**: Non-bypassable systems benefit surcharges imposed on retail electric and gas customers to fund energy efficiency, renewable energy, research, development and demonstration, and low-income assistance programs.
- **15. Rebate:** An identified and pre-specified amount of money to be paid to Customer for the installation of one or more identified Measure at the Customer's facility. There are two kinds of Rebates:
 - **Prescriptive or Deemed Rebates:** A prescribed financial Incentive per unit for a prescribed Measure.
 - Customized Rebate: A financial Incentive determined using an analysis of the Customer's existing equipment (or applicable base-line for new construction) and the Measure to be installed.
- **16. SCE Representative**: The CPM or such other representative authorized by SCE to manage this Program.

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- **17. Semi-annual Report**: Report of Program accomplishments and status to be submitted by Implementer to CPM every six Months during Contract term, as required by the schedule set forth in the Contract. Semi-annual Reports shall conform to the requirements set forth in Appendix B (Regulatory Reporting Requirements).
- **18. Subcontractor**: An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work.
- 19. 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.
- **20. Work:** Any and all obligations of Implementer to be performed pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contract or Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.
- 2. Task 3, Part D is deleted in its entirety and replaced with the following:
 - **D. SCE's Regulatory Reporting:** Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), attached hereto, as SCE requests. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary ("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.

De	eliverable(s)	Due Date(s)		
1.	Prepare and submit Monthly invoices and supporting documentation to SCE.	Monthly, by the 15th Calendar Day for Work completed the preceding Month		
2.	Prepare and submit Monthly regulatory report, including flat files and Monthly	Monthly, by the 15th Calendar Day for Work completed the preceding Month		

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	deliverable work sheet.	
3.	Prepare and submit Semi-annual Reports (for requirements in Appendix B) to SCE	March 1 and September 1 of each year of Contract term for Work completed during the preceding 6 Months
4.	Prepare and submit Ad Hoc Reports	As SCE requests and/or requires
5.	Prepare and submit final invoice and Program Report to SCE	By <u>January 15, 2013</u> for final invoice and by <u>December 31, 2012</u> for final Program Report

- 3. Task 4, Part A is deleted in its entirety and replaced with the following:
 - **A. Program Ramp-Down:** If there is a gap in Program services after October 15, 2012, Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shut-down, the Program ramp-down period will commence no later than December 1, 2012. Implementer's plan for Program ramp-down will take into consideration that all services must be completed by December 31, 2012.

Implementer will resolve all outstanding Program and Partnership issues and begin preparation of the Final Report beginning <u>September 1, 2012</u>.

- 4. Task 4, Part B is deleted in its entirety and replaced with the following:
 - **B. Program Shutdown:** Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

De	liverable(s)	Due Date(s)	
1.	Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012	
2.	Resolve outstanding Program and Partnership issues and begin preparation of Final Report	No later than September 1, 2012	
3.	Begin Program ramp-down	No later than December 1, 2012	
4.	Complete all services	No later than December 31, 2012	

- 5. Task 5, Part F is deleted in its entirety and replaced with the following:
 - **F. Program Next Step:** Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

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De	liverable(s)	Due Date(s)	
1.	Submit draft Final Report for SCE review and approval	No later than December 15, 2012	
2.	Submit revised Final Report for SCE review and approval	No later than December 31, 2012	

6. Section 6, Table 1 is deleted in its entirety and replaced with the following:

Table 1: Implementer T&M Fully Burdened Hourly Billing Rate (See Section 10.2.2 for more information)

Implementer Job Function	Hourly Rate for years 2010-2012 (\$/Hour)	% of Total Hours
Senior Consultant	\$250.00	NA
Program Director / Oversight	\$145.00	3%
Program Manager	\$125.00	18%
Senior Engineer	\$125.00	10%
Project Engineer/IT Engineer	\$105.00	22%
Senior Analyst	\$95.00	18%
Project Analyst	\$70.00	12%
Maintenance Staff	\$70.00	12%
Admin	\$50.00	5%
Average Rate (Implementer Staff)	\$98.85	100%

7. Appendix A, Part A (Monthly Invoicing and Reporting Requirements) is deleted in its entirety and replaced with the following:

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for work performed by the Implementer and all Subcontractors.

On <u>January 15, 2013</u> or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 5) and final invoice will be performed after <u>December 31, 2012</u>. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

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8. Appendix B (Regulatory Reporting Requirements) is deleted in its entirety and replaced with the following:

Appendix B: Regulatory Reporting Requirements

1. Program Reporting

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 CPUC including Semi-annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

2. Semi-annual Reporting

Implementer will provide SCE with the requisite information to be compiled for portfolio reporting in Program Semi-annual Reports using the Semi-annual Report template set forth in Section 2.1 herein.

2.1. Semi-annual Report Template

4_SemiAnnual Rpt_County of Santa

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STRATEGIC PL	STRATEGIC PLAN SOLICITATION SEMI-ANNUAL REPORT								
			Strategic Plan Menu Information		Scope and Goals			Program Accomplishments	
Implementer	Solicitation Phase	No. of Local Governments	Strategic Plan Goal Number	Strategy	Strategic Plan Task (Menu Option)	Local Government Scope of Work to address the Strategic Plan Task	Goal	Budget	Major Accomplishments or Comments
County of Santa Barbara	2	1	Statege Pan Goal 3: Local governments laud (yearne) with histor own Hodites and exempt unage practices.	Stotlegy 31: Develop a program to trade municipal energy usage, such as brough energy management software and benchmarking of municipal lacilities.	policies and procedures to enable ongoging benchmarking of all local government tacilities.	2.A. Develop Energy Benchmarking Policy. The implementarial divolving and facilitates the adoption by the implementarial divolving and facilitates the adoption by the implementarial divolving and facilitates the adoption by the implementary and adoption of the control of the adoption of the implementary electronic process of the implementary will review and assess existing energy implementarial electronic process of the adoption of the implementary and facilitating the adoption of the developing and facilitating the adoption of the developing and facilitating the adoption of the open developing and facilitating the adoption of the open developing and facilitating the adoption of the developing and facilitating the adoption of the adoption of the adoption of the control of the adoption of		\$74,347	
County of Santa Barbara	2	1	Strategic Plan Goal & Local governments land by example with their own facilities and energy aways practices.	Stategy 3-1: Develop a program to track municipal energy usage, such as through energy management software and benchmarking of municipal laddless.	program to track municipal usage. Memily need for sub- metering to plan, budget and manage bills.	23. B. Utility Manager System is EMERGY STAR Proficiol Manager. The implomentare will establish the Manager Ma	Establich a Utility Munuger System that enables the implementate in a fit sabilities (1. 1. Track energy use at let sabilities (1. 1. track energy use at let sabilities (1. 1. track energy efficiency opportunities belong energy efficiency opportunities energy energy from energy reduction strategies	\$279,999	
County of Santa Barbara	2	1	Statege Pan Goal 3: Local governments load to seample with programments and seample with seage practices.	Sosteps 2: Adopt an Energy or Climate Action Plan for municipal operations. The plan double obligation properties of the plan and the plan of the energy efficiency projects, and so on.	Strategy Francis Task 3.2:10 Develophops of an 3.2:10 Develophops of	2.C. Develop Energy Actoro Plan: The Implamentare sail develop an energy actor plan ("FAP") and because in several control part ("FAP") and because in several conduct a study of how each implementare control and other major user of sillly seasons consomer and other major user of sillly seasons consomer and other several control part of the c	Implementer hat: In Recognize energy efficiency as a high- printly energy resource; 2. Makes a strong, long-term commitment to resource; 2. Makes a strong, long-term commitment to recognize the strong efficiency as a resource; 3. Energy commitments the benefit or and opportunities for energy efficiency, where considerable in the strong efficiency where con- efficiency and officiency and officiency energy efficiency, where the strong efficiency where con- efficiency and officiency and efficiency.	\$80,000	
County of Santa Barbara	2	1	Strategic Plan Goal 3: Local 3: Local 3: Local 3: Local 3: Local 4: Local 4	Stategy 3.2 Adopt an Energy or Climate Action Plan for municipal operation. The John could include setting energy efficiency standards for now and existing facilities, developing a revolving lean fund for energy efficiency projects, and so on.	Strategic Plan Task 3.2.4. Develop commissioning lettri- commissioning policies for municipal facilities.	2D. Develop Commissioning Metro commissioning Policy: The Implementar will develop and Escillate the designities by the Implementar of a policy for Integration of Policy: The Implementar of a policy for Integration implementar function of policy and the Implementar Implementar and policy of the Implementar of the Implementar and Implementary of the Implementar of the Implementary of the Implementary of the CaRCA Policy by densing personal lessons about the Implementar will review outsiding resources to and in the development of the CaRCA Policy, reducing the CaRCA CaRCA Policy of the Implementary of the Implementary of the Implementary will prepare a report of friedings from the above-described and prepare a report of friedings from the above-described calculations will shall be a social for the Implementary will prepare a report of friedings from the above-described calculations will shall not be advantaged on the Implementary to the Implementary will be a provided to the Implementary will prepare a report of friedings from the above-described previous the above the Implementary will be a provided to the Implementary and the Implementary will be a provided to the Implementary and t	Devetop and adopt a CuPICE Policy for monicopial facilities. That will encure introduce the monicopial facilities and will encure introducementary facilities operate at optimal articles.	\$58,420	

3. 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 does not have a cost as listed on the cost reporting sheet, then no cost is to 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 CPUC.

	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category	
	Managerial and Clerical Labor
	Implementer Labor – Clerical
Note: *These allowable costs are to	*Implementer Labor - Program Design
be allocated towards the direct	*Implementer Labor - Program Development
implementation category.	*Implementer Labor - Program Planning
	*Implementer Labor - Program/Project Management

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Allowable Costs Table

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order to seek approval from the CPU	JC.		
	3/30/2006		
Cost Categories	Allowable Costs		
	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		
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor		
	Implementer Pension - Administrative Labor		
	Implementer Pension - Direct Implementation Labor		
	Implementer Pension - Marketing/Advertising/Outreach Labor		
Note: **Travel and Conference	**Travel and Conference Fees		
Fees associated with Implementer	Implementer - Conference Fees		
bor (e.g., Program Design,	Implementer Labor - Conference Attendance		
Program Development, Program Planning, and Program/Project	Implementer - Travel – Airfare		
Management) are to be allocated	Implementer - Travel – Lodging		
towards the direct implementation	Implementer - Travel – Meals		
category.	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		

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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 does not have a cost as listed on the cost reporting sheet, then no cost is to 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 CPUC.

order to seek approval from the CPUC.				
	3/30/2006			
Cost Categories	Allowable Costs			
	Implementer Office Supplies			
	Implementer Postage			
	Implementer Labor - Accounting Support			
	Implementer Labor - Accounts Payable			
	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/Ou	itreach 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 Co	st Category			
	Financial Incentives to Customers			
	Activity - Direct Labor			
	Implementer Labor - Facilities Audits			
	Implementer Labor – Curriculum Development			
	Implementer Labor - Customer Education and Training			

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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 does not have a cost as listed on the cost reporting sheet, then no cost is to 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 CPUC.

3/30/2006				
Cost Categories	Allowable Costs			
	Implementer Labor - Customer Equipment Testing and Diagnostics			
	Installation and Service – Labor			
	Implementer Labor - Customer Equipment Repair and Servicing			
	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			

9. General. From and after the Change Order Effective Date, any reference to the SOW contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the SOW, as amended by this Change Order. Except as modified herein, all other terms and conditions of the SOW shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have caused this Change Order to be executed by their duly authorized representatives as of the Change Order Effective Date.

IMPLEMENTER:

COUNTY OF SANTA BARBARA

By: Chandra L. Wallar

Title: County Executive Officer

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

By: Erwin Furukawa

Title: Senior Vice President,

Customer Service

Date:

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