

SOUTHERN CALIFORNIA EDISON  
CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN  
IMPLEMENTATION CONTRACT

County of Santa Barbara Strategic Plan Activities  
Phase 3

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and County of Santa Barbara ("Implementer"), which Contract shall be effective as of July 1, 2014 ("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 County of Santa Barbara Strategic Plan Activities 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.

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

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. Additions to the scope of Work must be mutually agreed upon in writing by SCE and the Implementer. SCE may make other changes to the Work, including reductions or other changes, in its reasonable discretion. Any 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.

6.7 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

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

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.

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

## 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.

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

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.

16.3.1. 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.

16.3.2. 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:

16.3.2.1. 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.

16.3.2.2. 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.”

Implementer shall immediately provide the SIR required by Section 16.3.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

- 16.3.5. 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.
- 16.3.6. 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.
- 16.3.7. 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 16.3.7.

- 16.4 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

## 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

## 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.

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]:

SIGNATURE PAGE

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

SCE:

SOUTHERN CALIFORNIA EDISON

\_\_\_\_\_  
By: Erwin Furukawa  
Title: Senior Vice President,  
Customer Service

IMPLEMENTER:

Santa Barbara County

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Deputy Clerk

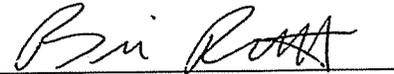
By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

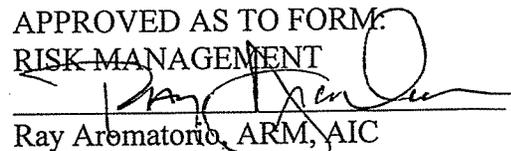
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## STATEMENT OF WORK

**Program Name:** Santa Barbara County Strategic Plan Strategies Phase 3

**Implementer:** County of Santa Barbara (“County”)

**Program Budget:** \$84,616.00

### 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).<sup>1</sup> 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 the Contract.

#### 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 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.

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<sup>1</sup> Visit [www.californiaenergyefficiency.com](http://www.californiaenergyefficiency.com) for a copy of the CEESP.

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:**

<b>Task 1 – Deliverable(s)</b>	<b>Due Date(s)</b>
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: ENERGY EFFICIENCY (EE) STANDARD FOR COUNTY OWNED FACILITIES (SP TASK 1.1.2)**

The County will develop an EE standard ("EE Standard") for County owned facilities that will increase the participation of County owned facilities in EE in reducing energy use across the County. The EE Standard will be structured as a resolution that will make the standard mandatory for the qualified construction projects.

**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 develop and adopt the EE Standard. The standard will be structured as a resolution that will make the standard mandatory for the qualified construction projects.

information that enables stakeholders to make decisions regarding the purpose, structure and implementation of the Program.

The EE Standard will focus on Implementer's promotion of energy-efficiency installations through changes in Implementer's policies and procedures and the provision of educational workshops. The EE Standard for County owned facilities will include a description of all changes to Implementer's policies and procedures for permitting, plan checking, building inspections, and any other procedures. The EE Standard will also include a description of all activities to train Implementer's staff on the policy and all activities to promote energy efficiency with County Staff.

As part of the first draft EE Standard, the Implementer will develop the first draft of the Implementation Guide. This guide will be a more detailed document since the purpose will be to educate and inform County staff about what the EE Standard is, what buildings and types of projects apply and guidance on the resources needed for implementation.

5. **Final EE Standard for County Owned Facilities:** Implementer will provide the CPM the final EE Standard and Implementation Guide including the recommendations that were presented for adoption by the County's Board of Supervisors. The Implementer will document the adoption of the recommendations and also provide reasons why recommendations have not been adopted.
6. **EE Standard Implementation Guide:** This guide will be used to educate and inform County Staff on the EE Standard, what buildings and types of projects fall under the EE Standard and to provide guidance for implementation of the EE Standard. The EE Standard Implementation Guide will outline the entire process, from planning to post-construction stages. The Guide will be the basis for staff training.
7. **Staff Training on the EE Standard for County Owned Facilities:** Implementer will launch a series of trainings about the EE Standard as soon as practicable upon approval of the resolution by the Board of Supervisors. The training will serve as an incentive to County Departments by providing them with information on the new resolution, its benefits, the process, and examples of short- and long-term benefits ranging from utility cost management to occupant comfort.
8. **EE Standard Best Practices Report (Draft and Final):** The Implementer will prepare a report on the feedback, challenges, successes, best practices and lessons learned in developing the EE Standard. The Implementer will disseminate feedback, challenges, successes, best practices and lessons learned, as requested and appropriate.

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 reflected 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 Contract, and Exhibit A 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.

<b>Task 3 – Deliverable(s)</b>	<b>Due Date(s)</b>
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**

**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, 2014, with the exception of preparation and submittal of the Final Report, as defined in Task 5.

<b>Task 4 – Deliverable(s)</b>	<b>Due Date(s)</b>
1. Complete all services	No later than December 31, 2014.

**TASK 5: SUBMIT FINAL PROGRAM REPORT**

**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)**

<b>Task 2 Budget Breakdown</b>		
<b>Allowable Cost</b>	<b>%</b>	<b>\$</b>
(1) Administration	5.5%	\$4,692
(2) Marketing and Outreach	0.0%	\$0
(3) Direct Program Implementation	94.5%	\$79,924
<b>Total Implementer Budget: (1)+(2)+(3)</b>	<b>100.0%</b>	<b>\$84,616</b>

**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 \$84,616.00.

## 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 15<sup>th</sup> Calendar of each month, and include the following attachments:

- a. Invoice Summary Page section of this Appendix A (see Item B.1 below); and
- b. 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:

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

## 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 Measures:** Specific Customer actions combined with equipment and technology which reduce or otherwise modify energy end-use patterns in response to pricing and other utility signals during peak periods (see On-Peak Demand, below).
9. **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.
10. **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.
11. **Local Government or Institutional Partnership Programs:** A program that

## APPENDIX C: STRATEGIC PLAN SUPPORT MENU

**Table 3: 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.		
<b>STRATEGY</b>	<b>1.1</b>	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.
<b>TASKS</b>	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.
<b>STRATEGY</b>	<b>1.2</b>	Implement codes, ordinances, standards, guidelines or programs that encourage building performance exceeding state standards.
<b>TASKS</b>	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.		
<b>STRATEGY</b>	<b>2.1</b>	Improve processes resulting in increased code compliance through education, training, and enforcement practices.
<b>TASKS</b>	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.

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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.

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 1<sup>st</sup> and September 1<sup>st</sup> 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

<b>Allowable Costs Table</b>	
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.	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<b>Administrative Cost Category</b>	
<u>Note: *These allowable costs are to be allocated towards the direct implementation category.</u>	<b>Managerial and Clerical Labor</b>
	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
	<b>Human Resource Support and Development</b>
	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	

<b>Allowable Costs Table</b>	
<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>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	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
<b>Marketing/Advertising/Outreach Cost Category</b>	
	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	
<b>Direct Implementation Cost Category</b>	
	<b>Financial Incentives to Customers Activity - Direct Labor</b>
	Implementer Labor - Facilities Audits

**APPENDIX E: FINAL PROGRAM REPORT TEMPLATE**

See SCE for Template