

South Bay Cities Council of Governments

October 14, 2013

To: Steering Committee

From: Jacki Bacharach, SBCCOG Executive Director

Subject: **REVISED**: Strategic Plan Support Training Program for City Staff

BACKGROUND

Through the Strategic Plan Support contract awarded to the SBCCOG by Southern California Edison (Edison) in 2010 over 20 workshops have been held to increase city staff ability to promote energy efficiency at city facilities and in the community. To continue this success, an additional round of training under this contract has been approved by Edison through shifting funds between tasks in Phase I. Specifically funds will be transferred from the overfunded Utility Monitoring task (EEMIS) to the training task through a pair of contract change orders (attachment A and B). It is anticipated that this second round of training would be completed by March 30, 2014. All Classes are free to the attendees.

PROPOSED SCHEDULE

The proposed workshop schedule is as follows:

November 2013

1. Building Operator Certification course day 1& 2 (November 6th & 7th)
2. Title 24 residential code updates (November 14th)
3. Title 24 non-residential code updates (November 14th)

December 2013

1. Building Operator Certification course day 3 (December 6th)

January 2014

1. Building Operator Certification course day 4 (January 16th)
2. Certified Energy Manager course (January 21st, 22nd, & the morning of the 23rd)

February 2014

1. Building Operator Certification course days 5 & 6 (February 5th & 26th)
2. Advanced lighting system repair and maintenance (Date TBD)
3. Energy Efficiency Procurement Policies (February 13th)

March 2014

1. Building Operator Certification course days 7 & 8 (March 12th & 26th)
2. Embedded energy: saving energy by saving water (Date TBD)

3. Energy cost reduction: creative finance & managing utility costs - for City Finance Directors (Date TBD)

TRAINING COURSE DETAIL

The following courses and workshops were developed based on the input from city staff and discussions with Edison.

The Building Operator Certification (BOC) course and the Certified Energy Manager (CEM) course are the top two certifications recognized in the efficiency industry. Each of these certification courses is only taught by the certifying body. The BOC course is taught by the Northwest Energy Efficiency Council (NEEC) who has provided a sole source justification letter (Attachment C). The NEEC requires an MOU for the BOC course (attachment D). The CEM course is taught by the Association of Energy Engineers who also provided a sole source justification letter (attachment E). The AEE requires a training agreement for the CEM course (Attachment F).

Workshops such as Title 24 and CalGreen code updates have been taught in the past set of SBCCOG workshops using trainers that were well received by South Bay City staffers. The SBCCOG staff intends to use the same trainers for these workshops.

New workshop content needs to be developed for the Advanced Lighting System Repair and Maintenance workshop, the Embedded Energy: Saving Energy by Saving Water workshop, and the Energy cost reduction: creative finance & managing utility costs workshop. The SBCCOG staff is proposing to release a Request for Qualifications to assess training vendors for these workshops.

The approval from SCE has taken a very long time and now we only have a few months to accomplish these tasks. Therefore, staff is requesting that the Steering Committee approve these items and that they be reported to the Board for their information.

BUDGET

Overall Budget

\$110,000 This budget is established by the Strategic Plan Support change order number 2 for the purpose of providing energy efficiency related training to city staff from cities in the South Bay. From the \$110,000 budget, \$57,200 is expected to be used to engage outside training vendors. The remaining \$52,800 will be used in staff labor and expenses to support these trainings.

Budget for external trainers

\$12,000 Building Operator Certification course (8 full days). This course has a flat instructor fee of \$12,000 assuming 12 participants. Additional participants can join the course for no additional fee. The BOC course is taught by the NEEC.

- \$23,200 Certified Energy Manager course. This course has a base instructor cost of \$14,000 for 10 participants – each additional participant adds \$1,150 to the cost. The proposed budget is a not to exceed cost for up to 18 participants. The CEM course is taught by the AEE.
- \$4,000 Title 24 residential and non-residential code updates. This workshop was taught in 2012 by Martyn Dod and was well received by participants. The SBCCOG proposes to engage Martyn Dod again for a not to exceed cost of \$3,500.
- \$3,000 Energy Efficiency Procurement Policies. The SBCCOG proposes utilization of Greg Stevens as an instructor. Greg is the contract energy engineer to the SBCCOG who recently produced a template Energy Efficiency Procurement Policy document - a suggested policy document for use by South Bay Cities. Greg Stevens has been utilized as an instructor previously for topics such as retro-commissioning.
- \$15,000 RFQ For:
- Advanced lighting system repair and maintenance,
 - Embedded energy: saving energy by saving water,
 - Energy cost reduction: creative finance & managing utility

Through this RFQ the SBCCOG proposes engagement with two or three vendors to offer these training topics with an aggregate expense not to exceed \$15,000.

RECOMMENDATION

Approve the following items for the Strategic Plan Support Training Program for City Staff:

1. Approve the Change Orders for the Strategic Plan Support Phase I contract enabling these trainings to be funded by Southern California Edison.
 - a. Approve expenditure of \$7,000 to engage previously contracted trainers for additional workshops.
 - b. Approve the Memorandum of Understanding between the SBCCOG and the Northwest Energy Efficiency Council (NEEC) pending legal review with an expenditure of \$12,000 for the BOC course.
 - c. Approve the training agreement between the Association of Energy Engineers (AEE) and the SBCCOG for the CEM course with expenditure not to exceed \$23,200, pending legal review.
 - d. Approve release of RFQ to develop content for Advanced Lighting System Repair Maintenance and Embedded Energy Saving Energy by Saving Water workshops with an aggregate expenditure not to exceed \$15,000 of trainer fees.

Prepared by David Magarian

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 March 9, 2011 (the "Contract") between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS ("Implementer") and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and sets forth certain changes to the Statement of Work ("SOW") executed by Implementer and SCE on March 9, 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-Wide:** The scale at which an EEMIS network integration is considered an enterprise system within a Participating Municipality. For a Participating Municipality this includes all Core Functioning Facilities.
 - 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 Program Manager or CPM:** The SCE Representative who will manage the Program.
 - 6. 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 agreement (Contract) 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.
 - 7. Core Functioning Facility:** Any municipal facility larger than 2,000 square feet with uses by the municipal government office buildings (e.g., city hall, fire department, police department, libraries, etc.), but does not include parks and other recreational facilities. Additionally, Core Functioning Facilities have a peak energy usage of 200 KW or above.

- 8. CPUC:** The California Public Utilities Commission.
- 9. Implementer:** The South Bay Cities Council of Governments
- 10. Month or Monthly:** A term ending on the last Calendar Day of each Month.
- 11. Participating Municipalities:** The cities of Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance, California who will participate in the Program. Each city may be referred to as a Participating Municipality.
- 12. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Contract.
- 13. Program Management Plan (PMP):** A manual describing policies and procedures to guide the Implementer in the management of the program or specific elements of the program.
- 14. Semi-annual Report:** Report of Program accomplishments and status to be submitted by Implementer to CPM approximately 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).
- 15. SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
- 16. Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work. Subcontractor may also include any Participating Municipality.
- 17. Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Purchase Order.
- 18. Work:** Any and all obligations of Implementer to be performed for the Partnership 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 5, Parts D and E are 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.

Deliverable(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 deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
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 6, 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 September 1, 2012.

4. Task 6, Part B is deleted in its entirety and replaced with the following:

- B. Program Shut-Down:** 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.

Deliverable(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 7, 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.

Deliverable(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 2 is deleted in its entirety and replaced with the following:

Table 1: Implementer's Budget Breakdown

Allowable Cost Item ⁴	%	\$
1) Administration	7.6%	\$76,990
2) Marketing/Outreach Costs	1.1%	\$11,354
3) Direct Program Costs	91.3%	\$921,136
Total Implementer Budget: 1) + 2) + 3)	100%	\$1,009,480

⁴ See Appendix B for a listing of Allowable Costs.

- 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 January 15, 2013 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 7) and final invoice will be performed after December 31, 2012. 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.

- 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:

1.1. Semi-Annual Reporting

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

1.2. Semi-Annual Report Template

STRATEGIC PLAN SOLICITATION SEMI-ANNUAL REPORT									
Implementer	Solicitation Phase	no. of Local Govts	Strategic Plan Menu Information			Local Government Scope and Goals		Budget	Program Accomplishments * Major Accomplishments or Comments
			Strategic Plan Goal Number	Strategic Plan Strategy	Strategic Plan Task (Menu Option)	Scope of Work to address the	Goal		

Notes: * Implementer will provide semi-annually Program Accomplishments (Column J). SCE will provide all other information in a customized report template for the Program.

2. Allowable Costs

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity 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.</p>	
3/30/2006	
Cost Categories	Allowable Costs
<p>Administrative Cost Category</p> <p>Note: *These allowable costs are to be allocated towards the direct implementation category.</p> <p>Note: **Travel and Conference Fees associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.</p>	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
	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

Allowable Costs Table	
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3/30/2006	
Cost Categories	Allowable Costs
	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
	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	

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
	Financial Incentives to Customers
	Activity - Direct Labor
	Implementer Labor - Facilities Audits
	Implementer Labor – Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	Installation and Service – Labor
	Implementer Labor - Customer Equipment Repair and Servicing
	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. Appendix C (Billing Schedule) is deleted in its entirety and replaced with the following:

Appendix C: Billing Schedule

Appendix C - Billing Table

Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost	
	Labor ¹	Expenses ²	Labor & Expenses		
Task 1 - Program Ramp-up	Included in Task 2 through Task 4				
Task 1 (Not-to-Exceed Budget)					
Task 2 - Strategic Plan Goal 1					
A. Curriculum Development – Training for City Officials	1.1.6				
A.1. Review and evaluate existing statewide building code training programs offered by IOUs; identify gaps and enhancement opportunities.					
A.2. Host initial workshop with SCE and others to assure proper educational content and Program direction					
A.3. Develop draft three-part training curriculum and submit to SCE for review and comment					
A.4. Circulate draft training curriculum for review by SCE and industry stakeholders and other experts					
A.5. Prepare final draft of training curriculum and submit to SCE for review and approval					
Task 2 (Not-to-Exceed Budget)	\$33,007	\$0	\$0	\$33,007	
Task 3 - Strategic Plan Goal 2					
A. City Official Training – Course Delivery	2.1.1				
A.1. Review and evaluate existing statewide building code training programs offered by IOUs; identify gaps and enhancement opportunities.					
A.2. Host initial workshop with SCE and others to assure proper educational content and Program direction					
A.3. Develop draft three-part training curriculum and submit to SCE for review and comment					
A.4. Circulate draft training curriculum for review by SCE and industry stakeholders and other experts					
A.5. Prepare final draft of training curriculum and submit to SCE for review and approval					
Task 3 (Not-to-Exceed Budget)	\$34,850	\$80,923	\$40,000	\$155,773	
Task 4 - Strategic Plan Goal 3					
A. Utility Manager	3.1.2				
1. Kickoff meeting with Los Angeles County and an understanding of the timeline					
2. Identify current reporting of energy use and provide description of the benefits of the Utility Manager EEMIS program					
3. Recruit and enroll participants in Utility Manager EEMIS from Participating Municipalities					
4. Assess the value and benefits of the Program and report list of identified needs as they occur.					
5. Deliver Monthly reports from tracking system					
Task 4 (Not-to-Exceed Budget)	\$73,700	\$747,000	\$0	\$820,700	
Task 5 - Invoicing and Reporting	Included in Task 2 through Task 4				
Task 5 (Not-to-Exceed Budget)					
Task 6 - Ramp-Down and Shut-Down Program	Included in Task 2 through Task 4				
Task 6 (Not-to-Exceed Budget)					
Task 7 - Submit Final Program Report	Included in Task 2 through Task 4				
Task 7 (Not-to-Exceed Budget)					
Grand Total (All Tasks)	All	\$141,557	\$827,923	\$40,000	\$1,009,480

Notes:

- 1) **Labor:** Consultant shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work by Consultant's employees. Such fixed hourly rates shall be inclusive of all of Consultant's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

10. 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.

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:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By:

Title:

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

By: Erwin Furukawa

Title: Senior Vice President,
Customer Service

Date:

CHANGE ORDER NO. 2

This Change Order No. 2 (the "Change Order") is issued pursuant to the CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated March 9, 2011 (the "Contract") between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS ("Implementer") and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and sets forth certain changes to the Statement of Work ("SOW") executed by Implementer and SCE on March 9, 2011 and modified by Change Order 1 effective November 1, 2012. This Change Order is effective as of January 1, 2013 ("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. Task 3 – City Official Training – Course Delivery is deleted in its entirety and replaced with the following:

Task 3 – City Official Training – Course Delivery

The Implementer will provide, with the assistance of its Subcontractor, training to Participating Municipalities' elected officials, building officials, planning commissioners, and other city employees who deal with the public regarding building, planning and code compliance issues and who have demonstrated their interest and are looking for additional tools and information to support Program development to increase city approval of programs and ordinances that result in improved energy efficiency, demand response, and on-site generation programs.

Through the Program, the Implementer will promote increased city buy-in, support, and creation of energy efficiency programs among its Participating Municipalities.

The Implementer will host a minimum of 20 and a maximum of 30 workshops throughout the South Bay region by December 31, 2012. The Implementer will conduct 6 to 10 workshops between August 1, 2013 and March 31, 2014. Sessions will be held at times and places that will maximize their participation. The target size for these training workshops is 15 to 30 individuals. One hundred percent of each Participating Municipalities' target audiences will be invited to attend.

Implementer will develop and share, as appropriate, the training module(s) as template(s) for city staff and elected officials throughout Los Angeles County.

- A. **Implementation Report:** The Implementer will, at a minimum, track the following information through the IR Tool:

- Date of training workshop;
- Location of training; and

- Number of persons trained by category (elected official; building commissioner, building official, etc.).

In addition, Implementer will maintain attendance rosters for each training session that includes names, contact information and signatures for each attendee.

Through a Program evaluation survey and/or other participant feedback instrument (to be developed by the Implementer in consultation with the CPM) Implementer will quantitatively assess the value and benefits of the Program to include, but not limited to, the following:

- Each participant's perception of the degree to which their city/jurisdiction supports energy efficiency in its current code requirements;
- Extent to which each participant is favorably disposed to support energy efficiency codes and standards in their jurisdictions (before and after);
- Actions participant plans to take following the training, if any, that would lead to increased energy efficiency in their jurisdiction (new codes and standards, energy efficiency programs, etc.); and
- Participant evaluation of overall course content.

Task 3 - Deliverable(s)	Due Date(s)
1. Report on status of Subcontractor to support the task	NTP plus 6 Months
2. Deliver schedule of training workshops for SCE Review and approval	NTP plus 1 month following approval of the final curriculum
3. Deliver first training workshops	NTP plus 8 Months
4. Deliver remainder of training workshops per schedule	Ongoing following first session. To be complete by March 31, 2014.
5. Maintain attendance roster of attendees and sample materials used for each workshop	Ongoing
6. Implementation Report: Deliver Monthly reports from tracking system of key performance indicators.	Monthly with Invoicing Requirements (see Task 5)
7. Provide report of best practices and lesson learned in delivery of training workshops	By April 30, 2014

2. Task 4, Part C.6 is deleted in its entirety and replaced with the following:

6. Training Delivery: Implementer will train Participating Municipalities on energy analyses techniques and develop an implementation plan for EEMIS monitoring and maintenance. Activities will include but are not limited to the following:

- Implementer will train Participating Municipalities on using EEMIS to analyze energy consumption data, identify energy savings opportunities, benchmark facility usage and operations, and sustain project savings. Implementer will provide this training in three phases: orientation, detailed users training, and how to utilize data and reports provided by EEMIS.
- Implementer will also develop an EEMIS maintenance plan; and preparation of a training report describing the training sessions conducted, personnel trained, and an assessment of the effectiveness of the training.

3. Task 4, Part C.7 is deleted in its entirety and replaced with the following:

7. Implementer will document each Participating Municipality's history of and approach to implementing energy efficiency upgrades after the benchmarking analysis has been completed. Implementer will also document any plans for re-investing energy efficiency savings into each Participating Municipality's budget for future energy efficiency activities. Implementer will also document the energy efficiency actions taken by each Participating Municipality that can be attributed to the benchmarking.

During the Program period, the Implementer will ensure that all Participating Municipalities have a fully functional bill monitoring system in place through the EEMIS system. Two to five Participating Municipalities should be recruited for incorporating Campus-Wide, real-time EEMIS integration. Participation will be offered in two tiers:

1. Utility bill monitoring and reporting; and
2. Using utility meters or submeters to report real-time use for Core Functioning Facilities.

As part of the implementation of the EEMIS, the Implementer will:

- Enroll a total of 6 to 12 municipalities as Participating Municipalities in the EEMIS network; and
- Enroll 2 to 5 of the Participating Municipalities in the EEMIS network on a real-time use basis with the option to include auxiliary buildings where appropriate and feasible.

4. Task 4, Part C.10 is deleted in its entirety and replaced with the following:

10. Assess EEMIS Value and Benefits: The Implementer will quantitatively assess the value and benefits of the Program through:

- a. Voluntary surveys for facility managers;
- b. Usefulness of energy usage information in managing operations and costs;
- c. Willingness to implement energy efficiency projects identified at facility; and
- d. Comparisons with other utility monitoring systems such as ECAP and Energy Star Portfolio Manager.

5. Task 4, Deliverable Table is deleted in its entirety and replaced with the following:

Task 4 - Deliverable(s)	Due Date(s)
1. Kickoff meeting with Los Angeles County and an understanding of the timeline	NTP + 30 Calendar Days
2. EEMIS/Utility Manager Assessment and Planning Report completed for review and comment by SCE	NTP + 45 Calendar days
3. Procure Utility Manager/EEMIS System	NTP + 60 Calendar Days
4. EEMIS/Utility Manager Assessment and Planning Report	Ongoing following execution of the EEMIS Agreements
5. Create Program Management Plan (PMP) using the template provided by the CPM	NTP + 90 Calendar Days
6. Recruit and enroll participants in EEMIS from Participating Municipalities; customize PMP for each Participating Municipality	Enroll first participant within NTP plus 120 Calendar Days
7. 7.1 Begin implementation of PMP for each Participating Municipality	NTP plus 150 Calendar Days
8. 7.2 Complete implementation of PMP for each Participating Municipality	By March 30, 2014
9. Test network connectivity and functionality for facilities of each Participating Municipality	By December 15 2013
10. Prepare Utility Manager/EEMIS Installation Report	By December 15 2013
11. Assess the value and benefits of the Program and report list of identified needs as they occur.	By June 30, 2014
12. Deliver Monthly reports from EEMIS system	Monthly with Invoicing Requirements (see Task 5)

6. Task 5, Deliverable Table is deleted in its entirety and replaced with the following:

Task 5 - Deliverable(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 deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Quarterly regulatory reports (Appendix B) to SCE	Quarterly, by the 30 th Calendar Day for Work completed the preceding quarter, through October 31, 2014
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 November 15, 2014 for final invoice and by October 31, 2014 for final Program Report

7. Task 6 is deleted in its entirety and replaced with the following:

Task 6 - Ramp-Down and Shut-Down Program

A. Program Ramp-Down: The 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 September 1, 2014. Implementer's plan for Program ramp-down will take into consideration that all services must be completed by October 15, 2014. Implementer's plan for Program ramp-down will take into consideration that all Work under Tasks 1-3 must be completed by October 15, 2014.

Implementer will resolve all outstanding Program and Partnership issues and begin preparation of the Final Report beginning September 1, 2014.

B. Program Shut-Down: 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.

Task 6 - Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than June 30, 2014
2. Resolve outstanding Program issues and begin preparation of Final Report	No later than September 1, 2014
3. Begin Program ramp-down	No later than July 1, 2014
4. Complete all services in Tasks 1-4	No later than October 15, 2014

8. Task 7 Deliverable Table is deleted in its entirety and replaced with the following:

Task 7 - Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than August 1, 2014
2. Submit revised Final Report for SCE review and approval	The latter of September 31, 2014 or within two (2) weeks of SCE comments

9. Section 6, Table 2 is deleted in its entirety and replaced with the following:

Table 2: Implementers Budget Breakdown

Allowable Cost Item¹	%	\$
(1) Administration	7.6%	\$76,990
(2) Marketing/Outreach Costs	1.1%	\$11,354
(3) Direct Program Costs	91.2%	\$921,136
Total Implementer Budget: (1) + (2) + (3)	100%	\$1,009,480

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

A. Requirements

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 November 15, 2014 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 7) and final invoice will be performed after October 15, 2014. 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.

11. Appendix C – Billing Table is deleted in its entirety and replaced with the following:

Appendix C - Billing Table

	Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost
		Labor ¹	Expenses ²	Labor & Expenses	
Task 1 - Program Ramp-up					
Task 1 (Not-to-Exceed Budget)		Included in Task 2 through Task 4			
Task 2 - Strategic Plan Goal 1					
A. Curriculum Development – Training for City Officials	1.1.6				
A.1. Review and evaluate existing statewide building code training programs offered by IOUs; identify gaps and enhancement opportunities.					
A.2. Host initial workshop with SCE and others to assure proper educational content and Program direction					
A.3. Develop draft three-part training curriculum and submit to SCE for review and comment					
A.4. Circulate draft training curriculum for review by SCE and industry stakeholders and other experts					
A.5. Prepare final draft of training curriculum and submit to SCE for review and approval					
Task 2 (Not-to-Exceed Budget)		\$22,430	\$0	\$10,577	\$33,007
Task 3 - Strategic Plan Goal 2					
A. City Official Training – Course Delivery	2.1.1				
A.1. Review and evaluate existing statewide building code training programs offered by IOUs; identify gaps and enhancement opportunities.					
A.2. Host initial workshop with SCE and others to assure proper educational content and Program direction					
A.3. Develop draft three-part training curriculum and submit to SCE for review and comment					
A.4. Circulate draft training curriculum for review by SCE and industry stakeholders and other experts					
A.5. Prepare final draft of training curriculum and submit to SCE for review and approval					
Task 3 (Not-to-Exceed Budget)		\$34,850	\$80,923	\$151,000	\$266,773
Task 4 - Strategic Plan Goal 3					
A. Utility Manager	3.1.2				
1. Kickoff meeting with Los Angeles County and an understanding of the timeline					
2. Identify current reporting of energy use and provide description of the benefits of the Utility Manager EEMIS program					
3. Recruit and enroll participants in Utility Manager EEMIS from Participating Municipalities					
4. Assess the value and benefits of the Program and report list of identified needs as they occur.					
5. Deliver Monthly reports from tracking system					
Task 3 (Not-to-Exceed Budget)		\$73,700	\$636,000	\$0	\$709,700
Task 5 - Invoicing and Reporting					
Task 5 (Not-to-Exceed Budget)		Included in Task 2 through Task 4			
Task 6 - Ramp-Down and Shut-Down Program					
Task 6 (Not-to-Exceed Budget)		Included in Task 2 through Task 4			
Task 7 - Submit Final Program Report					
Task 7 (Not-to-Exceed Budget)		Included in Task 2 through Task 4			
Grand Total (All Tasks)	All	\$130,980	\$716,923	\$161,577	\$1,009,480

Notes:

- 1) **Labor:** Consultant shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work by Consultant's employees. Such fixed hourly rates shall be inclusive of all of Consultant's overhead costs (including all taxes and insurance), administrative and general fees, and profit.
- 2) **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.
 - a) **Material Costs:** Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
 - b) **Subcontract Labor Costs:** Subcontracted Work shall be charged at the hourly rates actually paid by Consultant, not to exceed the hourly rates set forth in the Purchase Order for Work by the Consultant. Consultant shall provide Subcontractor invoices for any Consultant invoice that includes Subcontractor costs.
 - c) **Out-of-Pocket expenses:** Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical
 - d) **Travel Costs:** Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Consultant's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Purchase Order, or if not stated, at SCE's rate for SCE employees.
- 3) **Budget Changes:** Changes in the Not-to-Exceed Budgets (highlighted in grey) require a Contract change order. All other changes in the Budget require written authorization from the CPM

12. 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.

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:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: Daniel Medina

Title: Chair

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

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

Date:



June 14, 2013

TO: David Magarian
South Bay Environmental Services Center
South Bay Cities Council of Governments

FROM: Cynthia Putnam, NEEC

RE: NEEC BOC Program – Sole Source Justification

Building Operator Certification (BOC®) is a national, industry-recognized training and certification program administered by the Northwest Energy Efficiency Council (NEEC). NEEC is the sole administrator of the program as a statewide, coordinated initiative in California. No other entity is authorized to provide BOC administration in this region.

NEEC holds the copyright for the BOC program as registered with the Library of Congress, U.S. Copyright Office. Section 106 of the 1976 Copyright Act generally gives NEEC, as the owner of the BOC copyright, the exclusive right to reproduce the work and perform and display it publicly.

Upon request, NEEC is prepared to provide Certificates of Registration confirming the registration of BOC with the U.S. Copyright Office.

If there is anything further you need, please feel free to contact me at 206-292-3977.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of October 14, 2013 by and between the Northwest Energy Efficiency Council (“NEEC”) and the South Bay Cities Council of Governments, a Joint Powers Authority (“SBCCOG”) hereinafter together occasionally referred to as “the parties.”

RECITALS

- A. The SBCCOG seeks to partner with the NEEC to bring a BOC Level I course series to SBCCOG members in fall 2013 beginning in Nov 2013 and ending March 2014. The course offers workforce training and a professional certification in energy efficient building operation for building managers, HVAC mechanics, and maintenance personnel. The partnership offers high value tuition discounts for K-12 schools and city and county governments to send employees. Graduates of the program save on average \$20,000 for their organizations through implementation of energy efficiency practices. Each party will contribute the following to this endeavor.
- B. The purpose of this Memorandum of Understanding is to establish commitments and assurances by the parties related to the proposed BOC course.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

- 1. Obligations of NEEC.
 - 1.1 Provide a training schedule, marketing collateral, and manage the registration process,
 - 1.2 Register 8 building operators in the course.
 - 1.3 Deliver all aspects of training including qualified instructors, student handbooks, a training facility, catering, and student recordkeeping,
 - 1.4 Provide SBESC with guest speaking opportunities to share information about energy efficiency services,
 - 1.5 Summarize participant feedback on the training and share it with SBESC, and
 - 1.6 Issue certification to those participants who meet the certification requirements.

2. Obligations of SBCCOG

- 2.1 Distribute a NEEC-generated BOC promotional flyer to its members and encourage registration,
- 2.2 Register a minimum of 12 members in the BOC Level I course,
- 2.3 Provide a suitable training facility and AV equipment,
- 2.4 Provide catering for continental breakfast and lunch served each class day,
- 2.5 Post announcements on the SBESC web site and in communications newsletter,
- 2.6 Provide a guest speaker in a BOC class in the course series,
- 2.7 Pay to NEEC a registration fee of \$12,000 for SBESC members, and
- 2.8 In the event of course cancellation, pay to NEEC a cancellation fee of \$2,500 to cover NEEC's costs associated with scheduling and coordination of instructors, book orders, and administrative costs.

3. Term

This MOU shall commence on October 14, 2013 and remain in effect until March 30, 2014 unless extended by written agreement of the parties.

4. Binding Effect

This MOU is binding on the parties in accordance with its terms. The parties signing below represent and warrant that they have the legal authority to bind the party for whom they are signing.

5. Indemnity

Each party agrees to indemnify, defend, and hold harmless the other parties, their officers, agents and employees, from any and all liabilities, claims, or losses of any nature, including reasonable attorneys' fees and costs of suit, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent or wrongful acts or omissions arising from its respective activities pursuant to this MOU.

6. Governing Law

This MOU shall be governed by the laws of the State of California.

7. Notices.

All notices permitted or required under this MOU shall be in writing, and shall be deemed made when delivered to the applicable party at the following addresses either by first class mail postage prepaid, facsimile or personal delivery:

If to City:

Northwest Energy Efficiency Council
605 First Ave., Ste. 401
Seattle, WA 98104
Attention: Cynthia Putnam, CSBA

If to SBCCOG:

South Bay Cities Council of Governments
20285 S. Western Avenue, Suite 100
Torrance, CA 90501
Attention: Executive Director

8. Entire Agreement

This MOU represents the entire integrated agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, regarding the matters described herein. This MOU may be amended only by a written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date and year first written above.

Northwest Energy Efficiency Council

By: _____

Dated: _____, 2013

Cynthia Putnam
Project Director, National BOC Program

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____

Dated: _____, 2013

Daniel Medina
SBCCOG Chair



Association of Energy Engineers®

Certified Energy Manager (CEM®) CEM®

Since its inception by the Association of Energy Engineers (AEE) in 1981, the Certified Energy Manager (CEM®) credential has become widely accepted and used as a measure of professional accomplishment within the energy management field. It has gained industry-wide use as the standard for qualifying energy professionals in the United States and internationally. The CEM® is recognized by the U.S. Department of Energy, the Office of Federal Energy Management Programs (FEMP), and the U.S. Agency for International Development, as well as by numerous Department of Defense branches, Federal energy management programs, state energy offices, major utilities, corporations, and energy service companies.

Sole Source Provision Statement:

CEM® certification is available only through the Association of Energy Engineers and AEE is the sole source provider of this Certification program. The CEM® is a registered trademark (Reg. No. 1220333) of the Association of Energy Engineers. The term “Certified Energy Manager” is a registered mark of AEE (Reg. No. 3681994).

Use of the CEM® and Certified Energy Manager designation must be authorized by AEE and is granted to individuals who have met eligibility requirements, attended an approved training program, passed the CEM® examination completed an individual CEM application and has been approved by the CEM board.

CEM® Program Information:

<http://www.aeecenter.org/cem>

CEM® usage in government and industry:

<http://www.aeecenter.org/certification/CEMarticle.pdf>



Comprehensive 5-Day Training Program for Certified Energy Managers® (CEM®)
In-House Seminar Agreement between
Association of Energy Engineers (AEE) & South Bay Cities Council of Governments (SBCCOG)
Prepared: October 3, 2013

The following is an agreement between the Association of Energy Engineers (AEE), dba Fairmont Press and South Bay Cities Council of Governments (SBCCOG). This agreement summarizes the presentation of the Fast Track Certified Energy Manager (CEM) In-House program for SBCCOG in Torrance, CA on January 21-23, 2014, with the CEM exam being held on January 23, 2014. The scheduled instructor is Clint Christenson.

Association of Energy Engineers (AEE):

1. AEE will provide one instructor to present the Fast Track CEM in-house course at a meeting facility in Torrance, CA
2. AEE will provide the *Guide to Energy Management Handbook* for each participant, as well as the Fast Track CEM workbook.
3. The certification exam will be held on the last day. AEE will provide all exam materials and a proctor for the exam. (Students have 4 hours to complete the exam) Exam answer sheets will be returned to AEE by the instructor for grading. AEE will prepare letters containing exam scores, as well as CEM certificates for those who pass the CEM examination and meet all certification prerequisites. All documentation will be sent to one primary contact within SBCCOG, who will be responsible for distributing these documents to course participants.
4. If a candidate does not meet the experience requirement to be a CEM, but receives a passing score on the exam, the candidate may be eligible for the Energy Manager in Training (EMIT™) certification.

South Bay Cities Council of Governments:

1. SBCCOG will remit a sum of \$14,000 USD to AEE for up to 10 participants. This amount includes the CEM course fees, textbooks, exam materials and proctoring, shipping and Certification fees. (Regularly \$400 per person) The course may have additional participants over the 10 for the cost of \$1,150 USD per attendee over the initial 10. Instructor travel, lodging and meal expenses will also be an additional charge.
2. SBCCOG will be responsible for providing a venue, audio/visual equipment, and any applicable catering costs for morning coffee/tea and food, if host would like to provide this. Audio/visual needs include laptop, projector, screen, lapel microphone, and white board for working calculations.

Cancellation Policy:

In the event SBCCOG cancels the seminar 30 days or less from the seminar date, SBCCOG will be responsible for 10% of the course cost. If the seminar is cancelled 31 days or more from the start of the seminar, SBCCOG will not be responsible for any payment to AEE.

Confidentiality:

The mark "Certified Energy Manager" and "CEM" are registered trademarks of the Association of Energy Engineers and can only be used in conjunction with an AEE-approved course. SBCCOG and its representatives agree that all CEM material is the property of AEE and will not disclose any CEM training material, including examination, to a third party, except as may be required by law or legal process. Failure to pay for seminar may result in suspension of any Certification earned under this training agreement.

Hold Harmless:

Each party shall hold the other party harmless from any liability resulting under this agreement.

Agreed to this ____ of _____ 2013.

South Bay Cities Council of Governments:

ASSOCIATION OF ENERGY ENGINEERS:

Signature

Signature

Print Name

Jenn Geho
Print Name

Title

Exhibit & In-House Program Administrator
Title

Address: _____

Address: 700 Indian Trail-Lilburn Road
Lilburn, GA 30047

E-Mail Address: _____
Phone No.: _____

E-Mail Address: jenn@aeecenter.org
Phone No.: 770-279-4391