

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



February 12, 2015

Advice Letter 4743-G

Rasha Prince, Director
Regulatory Affairs
Southern California Gas
555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011

**SUBJECT: SoCalGas and SCE Contract with Southern California Regional Energy
Network per D. 14-10-046**

Dear Ms. Prince:

Advice Letter 4743-G is effective as of January 21, 2015.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division



Rasha Prince
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.5141
Fax: 213.244.4957
RPrince@semprautilities.com

January 21, 2015

Advice No. 4743
(Southern California Gas Company – U 904-G)

Advice 3166-E
(Southern California Edison Company – U 338-E)

Public Utilities Commission of the State of California

Subject: Contract Extension with Southern California Regional Energy Network in Compliance with Decision 14-10-046

Purpose

The purpose of this Advice Letter is to advise the California Public Utilities Commission (Commission) that Southern California Gas Company (SoCalGas), Southern California Edison Company (SCE), and the Southern California Regional Energy Network (SoCalREN) have executed an amended contract and extended the contract date in compliance with Decision (D.)14-10-046, as shown in Attachment A.

Background

The SoCalGas/SCE/SoCalREN contract originally authorized by the Commission in D.12-11-015 for the 2013-2014 program years was executed on January 15, 2013.

On October 24, 2014, the Commission issued D.14-10-046 establishing energy efficiency goals, and approving energy efficiency programs and budgets for 2015. Ordering Paragraphs (OP) 27 and 28 of D.14-10-016 require SCE and SoCalGas, respectively, to amend and extend their contract with the County of Los Angeles on behalf of SoCalREN by December 12, 2014. OP 29 orders that Pacific Gas and Electric Company, SoCalGas and SCE shall each make a Tier 1 Advice Letter filing no later than January 21, 2015, confirming that they have entered into contracts or amended contracts with the regional energy network in their respective service territories. Both SoCalGas and SCE executed a contract extension with SoCalREN on December 12, 2014. The amended contract is shown in Attachment A.

Protests

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date of this Advice Letter which is February 10, 2015. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attn: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). A copy of the protest should also be sent via both e-mail and facsimile to the addresses shown below on the same date it is mailed or delivered to the Commission.

For SoCalGas:

Attn: Sid Newsom
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile: (213) 244-4957
E-mail: snewsom@SempraUtilities.com

For SCE:

Megan Scott-Kakures
Vice President, State Regulatory Operations
8631 Rush Street
Rosemead, CA 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, CA 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

Effective Date

SoCalGas and SCE believe this Advice Letter is subject to Energy Division disposition and, as ordered in OP 29, is classified as Tier 1 (effective before approval). Therefore, SoCalGas and SCE respectfully request that this advice letter be approved and made effective on January 21, 2015, the date filed.

Notice

A copy of this Advice Letter is being sent to SoCalGas' and SCE's GO 96-B service list and the Commission's service list in R.13-11-005. Address change requests to the GO 96-B should be directed by electronic mail to tariffs@socalgas.com or call 213-244-3387. For changes to all other service lists, please contact the Commission's Process Office at 415-703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Rasha Prince
Director – Regulatory Affairs

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SOUTHERN CALIFORNIA GAS COMPANY (U 904G)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Sid Newsom

Phone #: (213) 244-2846

E-mail: SNewsom@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 4743, et al.

Subject of AL SoCalGas and SCE Contract with Southern California Regional Energy Network per D.14-10-046

Keywords (choose from CPUC listing): Energy Efficiency

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D. 14-10-046

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL No

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: No

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 1/21/15

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: None

Service affected and changes proposed¹ See Advice Letter

Pending advice letters that revise the same tariff sheets: None

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
EDTariffUnit@cpuc.ca.gov

Southern California Gas Company
Attention: Sid Newsom
555 West 5th Street, GT14D6
Los Angeles, CA 90013-1011
SNewsom@semprautilities.com
tariffs@socalgas.com

¹ Discuss in AL if more space is needed.

ATTACHMENT A

Advice No. 4743, et al.

**AMENDMENT THREE
to the
2013-2014 ENERGY EFFICIENCY
PROGRAMS AND BUDGETS AGREEMENT**

Among

**SOUTHERN CALIFORNIA GAS COMPANY
SOUTHERN CALIFORNIA EDISON COMPANY
and
SOUTHERN CALIFORNIA REGIONAL NETWORK**

AMENDMENT THREE
to the
2013-2014 ENERGY EFFICIENCY
PROGRAMS AND BUDGETS AGREEMENT

THIS *Amendment Three* to the *2013-2014 ENERGY EFFICIENCY PROGRAMS AND BUDGETS AGREEMENT* is made and entered into as of December 12, 2014, by and among

The County of Los Angeles (the "County"), a political subdivision of the State of California, individually and on behalf of the Southern California Regional Energy Network (the "SoCalREN") as its fiscal agent;

Southern California Gas Company ("SoCalGas"), a California public utilities corporation, with its principal place of business in Los Angeles, California, and a wholly owned subsidiary of Sempra Energy, a California Corporation; and

Southern California Edison Company ("Edison"), a California public utilities corporation, with its principal place of business in Rosemead, California, a wholly owned subsidiary of Edison International, a California corporation;

based upon the following recitals:

RECITALS

R1. Effective as of January 15, 2013, the County, SoCalGas, and Edison entered into the *2013-2014 ENERGY EFFICIENCY PROGRAMS AND BUDGETS AGREEMENT* (the "2013-2014 Programs Agreement"). When doing so, the County's Board of Supervisors delegated authority to the Director of the County's Internal Services Department to approve and execute any amendments to the 2013-2014 Programs Agreement.

R2. Effective as of February 1, 2013, the parties entered into Amendment One to, as a part of, the 2013-2014 Programs Agreement ("Amendment One").

R3. Effective as of July 14, 2013, the parties entered into Amendment Two to, as a part of, the 2013-2014 Programs Agreement ("Amendment Two").

R4. On October 24, 2014, the California Public Utilities Commission (the "Commission"), issued its *Decision Establishing Energy Efficiency Savings Goals and Approving 2015 Energy Efficiency Programs and Budgets*, D. 14-10-046 (the "2015 Decision").

R5. In the 2015 Decision, the Commission approved a portfolio of energy efficiency programs and budgets, including those of the County, SoCalGas, and Edison, that are "largely a carry-forward of prior portfolios" under the 2013-2014 Programs Agreement with the intent that 2015 would be "year three" of a 2013-2015 portfolio."

R6. The 2015 Decision directs the County, SoCalGas, and Edison to execute an extension of the 2013-2014 Programs Agreement no later than December 12, 2014.

R7. On December 2, 2014, the County formally accepted SoCalGas and Edison ratepayer funding for the SoCalREN approved budgets under the 2015 Decision.

R8. In accordance with Section 3.5 of the 2013-2014 Programs Agreement , the Parties now desire to amend the Programs Agreement to comply with the funding and extension as set forth in the 2015 Decision.

NOW, THEREFORE, the County, SoCalGas, and Edison further agree as follows:

1.0 DOCUMENTS

1.1 This base document, along with the Exhibits A, B, C, and H listed in Section 1.2 below, collectively form and are referred to throughout and hereinafter as the "Amendment Three."

1.2 The following Exhibits supersede and replace those with corresponding names and letters from the 2013-2014 Programs Agreement:

Exhibit A Energy Upgrade California Statement of Work

Exhibit B Finance Programs Statement of Work

Exhibit C SoCalREC (Southern California Regional Energy Center) Program Statement of Work

Exhibit H County and Sub-Contractors Time & Material Fully Burdened Hourly Rate Schedule

1.3 This Amendment Three is incorporated into and made a part of the 2013-2014 Programs Agreement, and constitutes the complete and exclusive statement of understanding among the Parties regarding the 2015 Decision, and supersedes any previous agreements, written or oral, and all communications among the Parties relating to the 2015 Decision.

1.4 The 2013-2014 Programs Agreement, Amendment One, Amendment Two, and this Amendment Three are collectively referred to as the "Programs Agreement."

1.5 Unless otherwise specifically defined in this Amendment Three, terms with the initial letter capitalized shall have the specific meaning as defined in the Programs Agreement.

2.0 MAXIMUM CONTRACT SUM

2.1 The Maximum Contract Sum committed to this Programs Agreement from the Utilities to the County is up to sixty-four million, nine-hundred fifty-one thousand, three hundred twenty-eight dollars (\$64,951,328). Edison hereby commits up to fifty-one million, seven hundred eighty-seven thousand, one hundred sixty-seven dollars (\$51,787,167), and SoCalGas hereby commits up to thirteen million, one hundred sixty-four thousand, one hundred sixty-one dollars (\$13,164,161).

2.2 Except as otherwise set forth in the SOWs, and future Commission directives, and unless the fund-shifting rules established by the Commission are changed, the County has the sole discretion to re-allocate amongst and between the SOWs up to fifteen percent (15%) of the amount budgeted for each of the three Programs annually. Once that fifteen percent (15%) threshold is reached for any of the three Programs, the County must seek Commission approval prior to any new re-allocations. The amount allocated for each of the three programs under the 2015 Decision is:

2.2.1 Energy Upgrade California: 2015 allocation \$10,577,552.

2.2.2 SoCalREN Finance Program: 2015 allocation \$2,779,250.

2.2.3 SoCalREC: 2015 allocation \$8,294,198.

3.0 TERM AND TERMINATION

- 3.1 Term. The term of this Programs Agreement shall be from the Effective Date until March 31, 2016, unless terminated earlier as provided in this Section, provided however that all Work and services shall be completed by the dates specified in the Statement of Work or December 31, 2015, whichever is earlier. The 90-day period following December 31, 2015 shall be for administrative purposes only.
- 3.2 If the County possesses unspent funding authorized by the 2015 Decision after July 1, 2016, including moneys repaid pursuant to financing terms, such funds shall be returned to ratepayers unless otherwise directed by the Commission.
- 3.3 Notwithstanding the foregoing, the Parties acknowledge that the Commission in the 2015 Decision authorized the use of a "Maximum Contract Amount" for each year after 2015 at the 2015 funding levels reflected in Section 2.2 above through 2025 unless and until the Commission orders otherwise.

4.0 OTHER PROVISIONS

Except as set forth in this Amendment Three, all other terms and conditions of the Programs Agreement remain unchanged and in full force and effect.

5.0 AUTHORIZATION WARRANTIES

- 5.1 The County represents and warrants that the person executing this Amendment Three for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Amendment Three, and that all requirements of the County have been fulfilled to provide such actual authority.
- 5.2 SoCalGas represents and warrants that the person executing this Amendment Three for SoCalGas is an authorized agent who has actual authority to bind the SoCalGas to each and every term, condition, and obligation of this Amendment Three and that all requirements of the SoCalGas have been fulfilled to provide such actual authority.
- 5.3 Edison represents and warrants that the person executing this Amendment Three is an authorized agent for Edison, and has the actual authority to bind the Edison to each and every term, condition, and obligation of this Amendment Three, and that all requirements of Edison have been fulfilled to provide such actual authority.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, SoCalGas and Edison hereby each execute this Programs Agreement, and the County of Los Angeles, by order of its Board of Supervisors has caused this Programs Agreement to be executed on its behalf by the Director of the Internal Services Department.

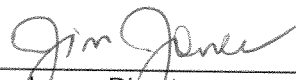
EDISON:

SOCALGAS:


By _____
Kevin Payne
Senior VP, Customer Service

By _____
Rodger R. Schwecke
Vice President - Customer Solutions

COUNTY:

By  _____
Jim Jones, Director
Internal Services Department

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By  _____
Patrice Salseda
Senior Deputy County Counsel

IN WITNESS WHEREOF, SoCalGas and Edison hereby each execute this Programs Agreement, and the County of Los Angeles, by order of its Board of Supervisors has caused this Programs Agreement to be executed on its behalf by the Director of the Internal Services Department.

EDISON:

By _____
Kevin Payne
Senior VP, Customer Service

SOCALGAS:

By  _____
Rodger R. Schwecke
Vice President - Customer Solutions

COUNTY:

By _____
Jim Jones, Director
Internal Services Department

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
Patrice Salseda
Senior Deputy County Counsel

IN WITNESS WHEREOF, SoCalGas and Edison hereby each execute this Programs Agreement, and the County of Los Angeles, by order of its Board of Supervisors has caused this Programs Agreement to be executed on its behalf by the Director of the Internal Services Department.

EDISON:

SOCALGAS:

By *Kevin Payne 12/12/2014*
Kevin Payne
Senior VP, Customer Service

By _____
Rodger R. Schwecke
Vice President - Customer Solutions

COUNTY:

By _____
Jim Jones, Director
Internal Services Department

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
Patrice Salseda
Senior Deputy County Counsel

PROGRAMS AGREEMENT EXHIBIT A

Statement of Work

Program Name: Energy Upgrade California Program

PROGRAM BUDGET: Up to \$31,732,655 (Southern California Edison: up to \$22,070,619; Southern California Gas: Up to \$9,662,036)

SECTION 1: PROGRAM INFORMATION

1. Goals and Objectives

The EUC Program is designed to build customer and Third-Party Contractor awareness of the “house-as-a-system” approach to residential retrofits and the many corresponding benefits of improving the energy savings potential and comfort of their dwelling. It promotes the idea that energy efficiency measures are most effective when taking into account interactive effects of measures.

SECTION 2: STATEMENT OF WORK

The Work will consist of the following tasks listed below and included in the SoCalREN Program Implementation Plan (PIP).

Task 1: Program Start-Up

Establish EUC Program Meeting Schedule: County shall provide a schedule of regular EUC Program meetings, including an initial EUC Program meeting, to discuss EUC Program logistics, coordination, reporting, invoicing requirements, scope of work, and any remaining Contract issues. County shall provide information at the meetings to the utilities which support their role of “general management and monitoring activities” as directed by the Commission.

Task 2: Development of Workshops and Local Marketing Outreach

County shall conduct workshops and local marketing outreach at various events within the SCE and SoCalGas territories to recruit Third-Party Contractors, and promote the EUC Program to customers and industry professionals through outreach efforts. Comprehensive communications and stakeholder engagement strategy will be implemented. Each of the REN's subprograms will have its own communication strategy. The coordination is required between SoCalREN and utilities on marketing and outreach activities to ensure that the information and messaging are not confusing or conflicting to the customers.

County shall provide the following Services and Deliverables:

- 1.** Homeowner Workshops – The County shall host multiple homeowner workshops to promote the EUC Program to homeowners and to introduce them to EUC Participating Third-Party Contractors through these workshops. This may include the promotion of assessment vouchers to homeowners or Third-Party Contractors, but only for those assessments that turn into Energy Upgrade California projects that install at least three energy efficiency measures, and redesign of the Energy Champions (EC) incentive program which provides monetary incentives and training to community organizations to develop project leads. The County will strive to improve on the conversion rate, but may test different approaches to do so.
- 2.** Conference and Event Support – The County shall attend events/conferences in the SCE/SoCalGas service territory to promote the EUC Program and help build awareness of the Program. The County will coordinate outreach activities with SCE and SCG to ensure adequate coverage, a thoughtful approach of which events to support, appropriate focus on areas of high potential, and the opportunity to combine efforts with other marketing efforts being undertaken by SCE and SCG. County shall provide utilities a proposed list of events prior to holding the event. Such list is provided to the Utilities for their information only, and does not grant any authority for the Utilities to approve or disapprove program design or delivery.
- 3.** Social Media – The County shall use a social media outlet to inexpensively reach target audiences. By scheduling regular posts the team will educate homeowners about the program, encourage program event participation, disperse energy-saving tips and environmentally friendly news, and help build a sustainable connection between Third-Party Contractors and participants. The medium shall also be used to feature success stories, testimonials, share upgrade and event photos, and answer questions.
- 4.** Assessment Voucher – The County shall administer assessment vouchers as a tactic to assist homeowners to overcome their reluctance to pay for home energy audits which determine potential energy savings and costs of home energy improvements. The vouchers are aimed at reducing the upfront cost of entry to the EUC program for homeowners, thereby resulting in more upgrade projects for Participating Third-Party Contractors. The voucher may only be fulfilled if an upgrade project is undertaken that involves at least three energy efficiency measures.
- 5.** Discount Coupons – The County shall administer home upgrade discount coupons, designed to be distributed during homeowner-facing events to incentivize homeowners to move forward with EUC Advanced Path retrofit projects by increasing the total amount of money that a homeowner is reimbursed. The coupons provide an additional incentive to help offset project costs for homeowners, and more importantly, to track program marketing efforts.

- 6.** Energy Champions - The County shall administer Energy Champions, a pilot program that tests whether or not qualified, non-profit community organizations who utilize their own outreach networks, community activities, and other resources to promote the benefits of EUC and generate project leads are an effective tool to convince homeowners to implement a EUC upgrade. The funding for Energy Champions Program shall not exceed a total of \$300,000 for 2013 and 2014.
- 7.** Coordination with SoCalREN – The County will participate in Coordinating Committee meetings with SCE and SCG representatives, provide reports and presentations on activities performed under this contract to IOUs, Advisory Committee members and other stakeholders, and help to distribute informational materials and other collateral to assist the SoCalREN Advisory Committee and other stakeholders in understanding the purpose and activities of SoCalREN.
- 8.** Reporting – As part of the monthly Invoice and Reporting submittal, County will provide information to SoCalGas and SCE tracking overall activity under this SF Sub-program on a monthly basis in a form and format consistent with the CPUC reporting requirements and the reporting requirements in the Program Agreement.
- 9.** EUC Program Implementation
 - a The County shall administer the EUC Program which is capable of being marketed under one umbrella with the Utility Energy Upgrade California Program to avoid customer confusion. The County shall administer the EUC Program in a way which strives to provide:
 - A set of program offerings coordinated with Utility programs, including EUC Basic, EUC Advanced, EUC MIDI, and EUC Multi-Family;
 - Consistent customer facing marketing and outreach;
 - EUC Program designs that are not confusing or conflicting;
 - A comprehensive EUC Program approach that leads to persistent, verified, deep energy and demand reduction;
 - b SoCalREN shall submit a revised PIP for the EUC program to the Commission in a Tier 2 Advice Letter by no later than April 1, 2013, consistent with the Decision requiring meaningful stakeholder input and establishment and counsel of the EUC Program Working Group.
 - c Upon execution of this Agreement, while the EUC Flex Path and Basic Path are improved, SoCalREN should only be allowed to offer the Flex Path as currently designed

and only in utilities' service territories in the geographical areas where the ARRA-funded Flex Path was previously offered, and not expand the program into other geographic areas.

Task 3: Administration and Development of Workshops and Third-Party Contractor Outreach and Training

The County shall conduct workshops and Third-Party Contractor outreach and training at various events to recruit Third-Party Contractors and industry professionals through outreach efforts. The funding for this task is limited to a total of \$1,014,250 for 2013 and 2014. Activities may include, but are not limited to, the following:

- Third-Party Contractor Workshops and Training - The County may provide informational sessions on the first step for a Third-Party Contractor to become a participating Third-Party Contractor in the Program in person or via webinar (or similar outreach). The County shall offer more substantive program training in other aspects of Third-Party Contractor participation, such as HVAC, building science, and program procedures. This may include the promotion of assessment vouchers to Third-Party Contractors, redeemable for assessments that lead to completed EUC projects that installed at least three energy efficiency measures.
- HVAC Third-Party Contractor Pilot – The County may administer the HVAC Third-Party Contractor pilot to motivate non-EUC certified Third-Party Contractors to convert typical HVAC equipment replacement, service or maintenance events into EUC projects. HVAC Third-Party Contractors are provided with the tools and training to assess and implement more comprehensive measures under EUC as part of routine equipment work.
- Co-Op Marketing – The County shall assist participating Third-Party Contractors by providing matching funds as a reimbursement to Third-Party Contractors who submit invoices for marketing materials and advertising. Eligible materials must meet EUC brand guidelines and must be preapproved by Utility staff. They must include the EUC logo. This program, combined with other marketing tools and training provided to Participating Third-Party Contractors allows them to differentiate their company and increase the number of upgrades performed.
- EUC Job Fairs - The County shall assist participating contractors to expand their qualified workforce by connecting them with trained, work ready individuals who are familiar with residential energy retrofit market.
- Coordination with SoCalREN – The County shall participate in Coordinating Committee meetings with SCE and SCG representatives, provide reports and presentations on activities performed under this contract to IOUs, Advisory Committee members and other

stakeholders, and help to distribute informational materials and other collateral to assist the SoCalREN Advisory Committee and other stakeholders in understanding the purpose and activities of SoCalREN.

- Reporting –County shall provide information to SCE and SoCalGas on overall EUC Program activity on a monthly basis in the format and detail level consistent with the CPUC reporting requirements and the reporting requirements in the Program Agreement.

Task 4: Flex Path EUC Program Implementation

The County may offer the its Flex Path EUC Program as currently designed 60 Days after execution of this contract, or April 1, 2013, whichever comes first, only if the County, SoCalGas and SCE have not received Commission guidance regarding, and approval of, the joint EUC Program design, only in Utility service territories in the geographic areas where its Flex Path EUC Program was previously available utilizing ARRA funding.

To avoid customer confusion, the County will in all materials and communications refer to the Flex Path EUC Program by a new name to be determined jointly by the County and Utilities.

Incentives for distributed generation, including solar photovoltaic and solar thermal (water heating) installations may not be directly funded out of energy efficiency budgets.

Task 5: Administration and Development of Green Building Labeling

The County shall conduct workshops and Third-Party Contractor outreach and training at various events to recruit Third-Party Contractors, and industry professional through outreach efforts. Activities shall include:

- Green Building Training and Outreach - The County shall provide workshops targeted to real estate professionals, homeowners, and participating Third-Party Contractors on the value of green building certification and green elements in project scopes of work to promote house energy efficiency measures as part of a green building retrofit.
- Real-Estate Community Workshops - The County shall provide workshops targeted to real estate professionals in order for a real estate professional to educate homeowners on the value of whole house energy efficiency retrofits during a home purchase/sale trigger event.

The funds used to pay for green building ratings may not pay for the ratings at a level above their actual costs.

Pre-retrofit audits that accompany the production of a pre-retrofit building rating shall adhere to the requirements for subsidizing audits (with a minimum of three measures installed) as indicated in the Decision.

Task 6: Multi-family EUC Program Implementation

The County shall design and offer a multi-family-targeted EUC Program. Projects involving low-income multi-family retrofits are not authorized.

The County shall coordinate with SCE and SoCalGas to share lessons learned, program planning, and discuss potential changes to program design, if any. The County shall provide a written report monthly on progress to SCE and SoCalGas, and meet monthly with the Utilities to discuss progress or as otherwise directed by the SoCalGas CPM.

The County shall coordinate with the SoCalGas CPM or the SCE and SoCalGas designated third-party representative as Single Points of Contact (POC) for the multi-family sector, who will maintain primarily relationships with multi-family building operators.

Task 7: Low Income Single-family Residential Rehabilitation

Outreach for Energy Upgrade California Basic, Advanced and Flex Path packages will be integrated into low-income, single-family residential rehabilitation programs administered by the Community Development Commission and Housing Authority of the County of Los Angeles (CDC/HACOLA) in a number of jurisdictions.

The pilot program objective is to develop and implement a business process that allows for connecting CDC/HACOLA program clients to EUC through outreach and by working through and coordinating the numerous requirements of the existing programs in order to reduce possible barriers to low-income homeowners for greater access to EUC. Using various funding sources, the CDC/HACOLA assists low-income, owner-occupied, single-family homes with rehabilitation financing starting from \$10,000 to \$25,000, depending on the program funding source.

This pilot program will emphasize education to rehabilitation program clients about the specific EUC packages that they are eligible for and how they may integrate EUC eligible measures into the rehabilitation work. Strong efforts will be made to encourage clients to incorporate energy efficiency measures, especially when these overlap with the specific scope of work that is eligible under the CDC/HACOLA's rehabilitation programs. CDC/HACOLA staff will assist interested clients with the process of applying and completing EUC program requirements, identifying cost effective energy efficiency measures, determine eligibility for EUC packages, as well as engage a qualified general Third-Party Contractor to perform the work. Through various programs, the CDC/HACOLA annually assists with the rehabilitation of about 300 homes per year and every attempt will be made to aggressively

outreach, inform and assist interested clients in accessing EUC Advanced and Flex Path packages in order to enhance the scope of rehabilitation.

Another important objective of the pilot program will be to educate and train rehabilitation Third-Party Contractors working with low income homeowners on the EUC programs and encourage them to become EUC participating Third-Party Contractors. These efforts will lead to the same comprehensive upgrades in the rehabilitation of low-income homes that occur under EUC single-family residences.

[END OF EUCa SOW]

PROGRAMS AGREEMENT EXHIBIT B

Statement of Work

PROGRAM NAME: Finance Program

PROGRAM BUDGET: Up to \$8,337,750 (SCE: up to \$7,085,625; SCG: up to \$1,252,125)

SECTION 1: PROGRAM INFORMATION

1. Goals and Objectives

The Finance Program's goal is to continue existing Los Angeles County finance programs operated by Los Angeles County under an agreement with SCE as part of the CPUC's American Recovery and Reinvestment Act (ARRA) Continuation Funding Program and described under this SOW. Implementer will develop loan and project performance data critical to meeting the CPUC's longer term objectives for energy efficiency finance in California and build Finance Program awareness among energy retrofit contractors, public and private sector building owners, and industry professionals. The Finance Program consists of 4 sub-programs including: a Single-Family Residential Loan sub-program; a Non-residential PACE Sub-program; a Public Building Loan Loss Reserve Sub-program; and a Public Buildings Revolving Loan Fund Sub-program.

Comprehensive communications and stakeholder engagement strategy will be implemented. Each of the REN's subprograms will have its own communication strategy.

The first objective for services provided under this SOW is to contribute to an increase in the number of new energy efficiency loans issued in each of the following targeted market sectors:

- Single Family Residential;
- Commercial Buildings; and
- Public Entity Buildings.

The second objective is to increase Finance Program awareness through local outreach efforts by hosting various types of events to attract energy retrofit contractors, private and public sector property owners, and industry professionals in the SCE and/or SoCalGas service territories.

SECTION 2: STATEMENT OF WORK

The Work shall consist of the following tasks listed below and included in the SoCalREN Program Implementation Plan (PIP).

Task 1: Program Start-Up

Establish Finance Program Meeting Schedule: Implementer shall provide a schedule of regular SoCalREN Financing Program meetings, including an initial SoCalREN Financing Program meeting, to discuss SoCalREN Financing Program logistics, coordination, reporting, invoicing requirements, Scope of Work, and any remaining Contract issues. Implementer shall provide information at the meetings to the utilities which support their role of “general management and monitoring activities” as directed by the Commission.

Task 2: Implementation of Single-Family Residential Loan Sub-Program Backed by a Loan Loss Reserve

Implementer shall administer a Single-Family Residential Loan sub-program (SF Sub-program) that finances Energy Upgrade California Program (EUC Program) upgrades, or other measures approved by the CPUC and included in the SoCalREN PIP, targeted to single-family homes in SCE and/or SoCalGas service territories. The SF Sub-program shall have a Loan Loss Reserve credit enhancement feature. Implementer shall:

- A. Perform SF Sub-program implementation and development work, including marketing, education and outreach to support the SF Sub-program over the term of this Contract.
- B. As part of the monthly Invoice and Reporting submittal, Implementer will provide information to SoCalGas and SCE tracking overall loan activity under this SF Sub-program on a monthly basis, in a form and format consistent with the reporting requirements in the Program Agreement. SoCalGas and SCE reserve the right to request changes and modifications to the reporting format to allow it to adequately track SF-Sub-program participation, activity, and adopted energy efficiency measures.
- C. Direct SoCalGas and SCE to deposit funds into the Implementer’s SF Sub-program Loan Loss Reserve escrow account(s) established for this SF Sub-program. Implementer shall provide documentation to SoCalGas and SCE confirming receipt of deposit(s).
- D. SoCalGas and SCE shall, with approval from the CPUC, allow the SF Sub-program to finance energy measures that are approved to be financed under other single-family residential loan programs managed by SoCalGas and/or SCE.
- E. Loan funds may only be spent on energy efficiency projects.

Task 3: Implementation of Multi-Family Residential Loan Sub-Program backed by a Loan Loss Reserve

Pursuant to the Ordering Paragraph 23 and the Conclusion of Law 58 of CPUC Decision 13-09-044, the multi-family loan loss reserves component of the SoCalREN Finance Program is not authorized.

Task 4: Implementation of a Non-residential Property Assessed Clean Energy (PACE) Sub-Program

The Implementer shall administer a PACE Program which will provide private financing for energy, distributed generation and water retrofits for Commercial properties authorized under California Assembly Bill (AB) 811. PACE Program funds shall be used to develop, administer and promote PACE programs throughout SCE/SCG service territories. Pursuant to CPUC Decision 12-11-015, energy efficiency funding for the Commercial PACE Program may not be used to pay for debt service reserves, but only administrative and marketing costs associated with the implementation of Commercial PACE program.

The Implementer will perform the following tasks:

- A. Assist qualified property owners in obtaining private financing for qualified projects which would then be backed with a PACE bond.
- B. Implement, market, and conduct outreach activities for the PACE Program to qualified, non-residential property owners.
- C. Promote the PACE Program through collateral material, presentations, workshops, website content, and collaboration with statewide PACE marketing efforts.
- D. Assist property owners and project contractors in maximizing participation in IOU incentive programs under PACE Program financing by promoting qualifying IOU incentive measures during technical, third-party review of energy audits performed by the property owner selected vendor or under an energy audit provided by the PACE Program.
- E. Assist applicants, project contractors and lenders to leverage the PACE Program to implement comprehensive projects which include energy, distributed generation, water and other qualifying measures (under AB 811).
- F. Develop PACE legal documents and perform judicial validations as required.
- G. Process PACE applications and financing documents, place PACE bonds, and place and administer property tax assessments.
- H. Transmit monthly reports to SoCalGas and SCE tracking overall loan activity under the Non-res PACE Sub-program on a monthly basis, in a form and format consistent with Attachment X. SoCalGas and SCE reserve the right to request changes and modifications to the reporting format and timing to allow it to adequately track Non-res PACE Sub-program participation, activity, and adopted energy efficiency measures.

Task 5: Implementation of a Public Building Loan Loss Reserve Sub-Program (Public Building LLR)

Implementer shall administer marketing, education and outreach activities which will support public agencies access to private financing resources for energy, distributed generation, water and other green

building related measures and retrofits for Public Entity Buildings and Facilities. The Public Building LLR sub-program may utilize a Loan Loss Reserve credit enhancement feature; however, under this contract Ratepayer funds may not be used to fund the Loan Loss Reserve. The funding for this task is limited to administrative and marketing costs associated with implementation of Public Building LLR program. The funding shall not exceed a total of \$200,000 for 2013 and 2014.

Implementer shall provide the following services under this task:

- A. Perform activities including program implementation, marketing, outreach, and development work required to support the Public LLR Sub-program over the term of this Contract
 - i. Promote SoCalREC's Master Lease Financing Program to local governments, schools, water districts, and other public agencies including marketing, program administration, and coordination with lender.
 - ii. Provide technical review of estimated energy savings provided through loan applications for master lease financing.
 - iii. Market and promote all Finance Program Sub-programs and options open to public agencies in an effort to finance energy efficiency projects through SCE and/or SoCalGas incentive programs.

- B. Seek out and enlist additional lenders, as needed, to fund potential and future projects under this Public LLR Sub-program. Seek out Loan Loss Reserve credit enhancement funds from non-CPUC sources.

Task 6: Implementation of a Public Buildings Revolving Loan Fund Sub-Program

Implementer shall administer a Public Buildings Revolving Loan Fund Sub-program (Public RLF Sub-program) which seeks to provide education and awareness to public agencies on how RLF programs may finance energy efficiency retrofits as well as other marketing activities to promote financing offerings. The funding for this task shall be limited to the administrative and marketing costs associated with implementation of the Public Building Revolving Loan Fund.

Implementer shall provide the following services under this task:

- A. Perform program administration duties including marketing, outreach, and development work required to support the Public RLF Sub-program over the term of this Contract.

- B. As part of the monthly Invoice and Reporting submittal, Implementer will provide information to SoCalGas and SCE tracking on activities under the Public RLF Sub-program. SoCalGas and SCE reserve the right to request changes and modifications to the reporting format and timing to allow it to adequately track Public RLF Sub-program participation, activity, and adopted energy efficiency measures.

Task 7: Ramp-Down and Shut-Down of Finance Program

A. Finance Program Ramp-Down:

At the end of the performance period, any unspent funds will be dispositioned in accordance with prevailing CPUC direction on treatment of unused ratepayer funded loan loss reserves or other unused ratepayer credit enhancement funding during and across Energy Efficiency program cycles. To the extent that the CPUC does not provide guidance on treatment of unused ratepayer funded loan loss reserves, all remaining ratepayer fund in the Escrow Holding Account shall be returned to SCE and SoCalGas.

SECTION 3: PAYMENT

A. Payment Terms: (Defer to Program Agreement)

B. For each separate Loan Loss Reserve Fund described above, the following shall be established:

1. An Escrow Holding Account accessible by SCE, SoCalGas, the Implementer, and the Authorized Finance Program lender(s).
2. An Escrow Operating Account accessible by SCE, SoCalGas, the Implementer, and the Authorized Finance Program lender(s).

At no time shall the Escrow Holding Account balance exceed \$500,000. Requests for deposits into the Single Family LLR Escrow Holding Account shall only be made when the Escrow Holding Account Balance falls below \$125,000. Withdrawals from the Escrow Holding Account by the Authorized Finance Program Lender shall be allowable based upon the terms and conditions of the Authorized Program Lender Escrow Agreement. Deposits into the Escrow Holding Account must be made by the Authorized Finance Program Lender according to the terms and conditions of the Authorized Finance Program Lender Escrow Agreement. Any changes or amendments to the Authorized Finance Program Lender Escrow Agreement must be coordinated and agreed upon by SoCalGas to ensure consistency with the Finance Program prior to execution.

Withdrawals from the Escrow Holding Account by the Authorized Finance Program Lender will be allowable throughout the term of the contract. The Authorized Finance Program Lender shall be bound by the Escrow Holding Account Agreement requirements for the remaining life of any outstanding loans under the Finance Program. Any balance in the Escrow Holding Account at any time after the expiration of this Contract shall be managed based upon direction from the CPUC on treatment of unused Loan Loss Reserves and/or credit enhancements during and across CPUC Energy Efficiency Program cycles.

The Escrow Operating Account shall remain open and operating for the remaining life of any outstanding loans under the respective loan program.

[END OF SoCalREN Finance SOW]

PROGRAMS AGREEMENT EXHIBIT C

Statement of Work

PROGRAM NAME: The Southern California Regional Energy Center Program

PROGRAM BUDGET: \$24,880,923 (SCE: \$22,630,923; SCG: \$2,250,000)

SECTION 1: PROGRAM INFORMATION

1. Goals and Objectives

The Southern California Regional Energy Center Program (SoCalREC Program) will expand on activities that were piloted under SCE Flight 5.6 and Energy Efficiency and Conservation Block Grant (EECBG) funding to all participating jurisdictions in the Southern California region (defined as within Southern California Edison and SoCalGas territory). The SoCalREC Program began as a local government pilot project launched by Los Angeles County and the City of Huntington Beach to demonstrate the effectiveness of cities, counties and local government partnerships in working regionally to facilitate and increase energy efficiency in local governments and communities throughout Southern California.

The SoCalREC Program's primary focus is to demonstrate how joint actions by a broad group of engaged cities, counties and public agencies can expand the implementation of cost-effective energy efficiency projects, and make energy efficiency expertise accessible and standard business practice for public agencies.

The SoCalREC Program shall drive greater reductions in energy use and provide significant energy management benefits in local communities. During 2013-2014, specific program elements and services of SoCalREC will be focused in a variety of approved initiatives which are described in the following sections.

SECTION 2: STATEMENT OF WORK

The Work shall consist of the following tasks listed below and included in the SoCalREN Program Implementation Plan (PIP).

Task 1: Program Start-up

- A.** The County's representative(s) shall attend a Program kick-off meeting with the SoCalGas and SCE CPM to discuss SoCalREC Program logistics, coordination, reporting, invoicing requirements, scope of Work, and any remaining Contract issues.

- B.** Program Data, Invoicing, and Reporting Tool Training: The County shall attend a meeting to review invoicing and reporting processes and requirements.

Task 2: Implementation of Governance and Reporting Requirements for the SoCalREC Program

Description

Task 2 includes activities to implement the SoCalREC Program including data collection, tracking and reporting activities, coordination with investor owned utilities and the CPUC, tracking of program milestones and deliverables, and management and review of sub-contractor, strategic partner agreements and other contracts and agreements.

Activities listed below are included in the CPUC-approved SoCalREN PIP.:

1. As part of the monthly Invoice and Reporting submittal, the County will provide information to SoCalGas and SCE describing activities this SoCalREC Sub-program on a monthly basis, in a form and format consistent with the reporting requirements in the Program Agreement.
2. Coordinate with other SoCalREN sub-programs, sub-contractors, and utility staff;
3. The County shall provide a schedule of regular SoCalREC Program Technical Committee meetings, to discuss SoCalREC Program logistics, coordination, reporting, invoicing requirements, and the Scope of Work.
4. Convene and facilitate regularly scheduled meetings of the SoCalREN Advisory Committee;
5. Complete invoicing, invoice review, invoice payments, financial management, budget review and tracking as elsewhere described in the Program Agreement;
6. Populate project tracking tool and review with Utility representatives;
7. Convene and facilitate regular meetings with the SoCalREN/Utility Coordinating Committee with SCE and SoCalGas representatives;
8. Provide reports and presentations on activities performed under this Program Agreement to CPUC, Utilities, Advisory Committee members and other regional stakeholders;
9. Update the CPUC, Utilities and Advisory Committee members with details on the specific program components and program milestones.

Task 3: SoCalREC Program Implementation

Description

Task 3 provides services when requested by local governments to support them in taking leadership in integrated demand side management initiatives for public facilities. This includes: aggregated public entity procurement aimed at simplifying the process for public agencies to implement single measure energy efficiency improvements, integrated deep retrofits support using the County's Enterprise Energy Management Information System (EEMIS), as defined below, and centralized technical support building services;

region-wide Climate Action Plan support; water utilities embedded energy program pilot; and regional permit office energy tracking and project tracking tool (CEEPMS). Also included in these activities shall be coordination with financing programs to support implementation of energy efficiency measures by local governments and other piloted public agencies.

Activities listed below are included in the CPUC-approved SoCalREN PIP.:

1. Conduct regular coordination meetings (SoCalREC Technical Committee) with the Utilities to ensure that local governments and public agencies receive coordinated information on program offerings and clarity on respective roles and responsibilities to minimize potential customer confusion. Coordination of information will include SoCalREC planned communication efforts, marketing and outreach activities, and events with Utility customers;
2. Not later than fifteen (15) days after contract execution, jointly develop communication protocol between SoCalREC and Utilities that addresses the timing and method the SoCalREC will communicate to Utility customers regarding all SoCalREC program offerings;
3. Proactively work to obtain bulk pricing and other economies of scale;
4. Develop guidebooks and templates for energy efficiency measures addressing local government needs;
5. Facilitate procurement processes by developing requests for quotation, requests for proposal and other project bidding and contracting templates as well as providing evaluation expertise and assistance for review of proposals and bid submittals;
6. Develop short-lists of eligible vendors through an open and transparent procurement process and coordinate with eligible short-listed vendors to provide public entity or local government-specific proposals;
7. Create templates local governments and public agencies may utilize to assist with negotiating bulk pricing;
8. Assist local governments and public agencies with financing application processes;
9. Prepare meaningful and helpful case studies that take ‘best practices’ and report definitive actions and accomplishments by the SoCalREC program and participating jurisdictions, and disseminate these case studies to local governments within the REN;
10. Assist local governments and public agencies in developing a building energy/resource consumption database for facility benchmarking and application of building rating systems that could include:
 - a. Implementation of an Enterprise Energy Management Information System (EEMIS) for public buildings and facilities that automates and expedites large

portions of energy project identification and development on a shared platform, such as the Los Angeles County EEMIS

- i. Provide EEMIS training and assistance;
 - ii. Provide EEMIS access to public entity and potentially also; private buildings within the region; and
 - iii. Coordinate information from other Utility Manager Systems used by jurisdictions with EEMIS information;
11. Identify buildings that could benefit from a whole building approach via the Local Government Needs Assessment Study, an exercise that leverages previous audits and Utility Local Government Partnership work;
12. Benchmark facilities' existing energy use either with EEMIS or Energy Star Portfolio Manager;
13. Leverage applicable aggregated measures to drive down project costs and improve economics on Whole Building approaches;
14. Provide detailed design audits/project analyses;
15. Obtain information to create building-specific pro-formas that demonstrate advantages of deep retrofit implementation strategies;
16. Assist local governments in providing system commissioning services to make sure installed equipment is performing per manufacturer specifications;
17. Design and implement a searchable web-based energy mapping system that lists local government energy efficiency project details including summaries for kWh and therm savings totals both within jurisdictions and across the region;
18. Assist local governments in consolidating and coordinating individual Climate Action Plan efforts by local jurisdictions into a regional, collaborative effort by incorporating data collection, tracking and reporting into a regional scale;
19. Utilize Regional Climate Action Plan projects developed by the Los Angeles Regional Collaborative for Climate Action and Sustainability (LARC) in developing regional scale planning efforts related to energy use and consumption;
20. Develop regional templates for implementing energy-related plans, programs or ordinances;
21. Assist water, wastewater and stormwater management agencies with energy efficiency retrofits to their buildings, facilities and infrastructure;
22. Assess and evaluate pilot, water/energy efficiency programs for potential implementation by public entity water utilities;
23. Assist local governments in regional marketing and outreach activities on the critically important relationship between water use and energy use;
24. Provide local government staff with training and information to identify and track community-wide energy efficiency projects processed through online permit

systems to assist in reporting overall City energy savings and green house gas (GHG) emissions;

25. Provide permit applicants (homeowners, business owners or Third-Party Contractors) with the latest rebate information and efficiency program eligibility requirement based on the energy efficiency improvements noted in the permit application;
26. Provide ‘energy neutral’ information and outreach to building permit applicants to leverage Utility rebates and resources;
27. Streamline CEEPMS installation and data collection process to make further expansion simpler and more feasible;
28. Expand installation of the CEEPMS permit tracking and matching system to additional local governments; and
29. Collect and track data on energy savings made through CEEPMS system;

SoCalREC Activities in Support of Utility Activities: activities listed below are in the CPUC-approved SoCalREN PIP and will be coordinated with the Utilities, local governments and public agencies.

1. Coordinate all activities with Utility programs;
2. Identify and determine eligibility of energy efficiency project measures;
3. Present financing options and assist local governments in choosing most appropriate financing path, if appropriate;
4. Assist local governments and public agencies with utility rebate applications for aggregated measures;
5. Assist local governments and public agencies with Staff Reports and other project documents to obtain governing authority approval, if required;
6. Monitor progress to ensure that an Installation Report to a utility is properly submitted and incentives are collected (for aggregated measures);
7. Assist local governments and public agencies in implementation of integrated energy efficiency projects and comprehensive retrofits that incorporate all feasible and cost-effective integrated demand side management (IDSMS) measures and approaches including ASHRAE Level II energy audits and lifecycle cost-benefit analysis in order to build the “business case” for project implementation;
8. Assist local governments and public agencies with implementation of single energy efficiency measures including technical services, financing assistance, procurement assistance, and project management assistance;
9. Drive measure implementation from focus on “low hanging fruit” measures by combining these with the harder-to-fund measures thereby creating deeper retrofits.

Task 4: Marketing and Outreach

Description

The County shall provide regular information to local governments and public agencies within the SoCalREN area about the opportunities offered to them, the program components and objectives, and energy efficiency initiatives currently being pursued. The County shall keep local governments and other public agencies aligned with SoCalREC activities through coordinated messaging to local governments, including electronic communications, flyers at events, and a website that informs the public of the various initiatives and acts as a robust online resource library, filled with guidebooks and templates which are designed for public agencies to use to make their projects more successful. The County shall utilize additional marketing focusing on soliciting aggregated measures and notifying local governments which measures the County is focused on and has secured negotiated pricing for. The County shall provide these notifications as e-blasts, flyers, and one-on-one presentations aimed at simplifying the implementation process and customizing the messaging to whichever interested party is attending the meeting. The County shall turn successful retrofit projects into case studies to help improve understanding and levels of comfort with the SoCalREC approaches, resulting in more participation and more energy savings. Comprehensive communications and stakeholder engagement strategy will be implemented. Each of the REN's subprograms will have its own communication strategy.

Activities are listed below and included in the CPUC-approved SoCalREN PIP. :

1. Coordinate all activities with Utility programs.
2. Provide information to local governments and other public agencies in the form of email announcements, flyers, participation at expos, trade shows and other events;
3. Establish a robust website and marketing materials that lead interested parties to the website;
4. Provide an online resource library filled with templates, forms and specifications which will be regularly updated to stay relevant and timely;
5. Create a bi-monthly e-newsletter and e-blasts promoting activities and resources;
6. Hold workshops for local government and public entity facilities managers in participating jurisdictions on the aggregated procurement process;
7. Host joint SCE/SoCalGas/SoCalREC Program information sessions for participating jurisdictions highlighting resources and services available from Local Government Partnerships and the SoCalREC Program;
8. Prepare and disseminate case studies that highlight best practices and report definitive actions and accomplishments of the SoCalREC Program and participating jurisdictions; and
9. Educate the local governments about achieved energy and budget savings as a result of energy efficiency retrofits through traditional and grassroots marketing and public relations efforts.

Task 5: Education and Training

Description

Education and training are vital components of the SoCalREC program because they will assist local governments and public agencies to understand the actions which have been taken by the program and how they can benefit from them in their facilities. The County shall offer courses to local governments in the SoCalREN area, allowing members of those agencies to become more proficient in sustainable energy practices and how to better use technologies within their agencies to better identify future energy efficiency project opportunities.

Activities listed below are included in the CPUC-approved SoCalREN PIP. :

1. Aggregate procurement processes for local governments and public agencies;
2. Assist local governments and public agencies in understanding EEMIS software systems;
3. Assist local governments and public agencies in using the SoCalREC Program templates;
4. Educate local governments in the benefits of CEEPMS;
5. Teach utility bill analysis techniques and how to recognize when equipment is not performing properly; and
6. Benchmark local government and public entity facilities with EEMIS and Energy Star Portfolio Manager.

Activities that address training and employment opportunities for minority, low-income and disadvantaged workers are described below.

- Identify the need/demand for labor in non-residential building sectors, primarily the Municipal, University, School, Hospital (MUSH) sector.
- Identify and connect training and pre-apprenticeship resources with potential labor pools.
- Establish linkages with existing registered apprenticeship programs. .
- Develop and deploy standard contract language for Third-Party Contractor selection that includes local hiring, support for state-certified apprenticeship programs, and job quality standards.
- Develop small Third-Party Contractor procurement opportunities and skill development in the MUSH market.
- Develop a research protocol/program to assess outcomes

- Develop a proposal to scale up the pilot during the 2013-2014 implementation period and in planning for the next energy efficiency program cycle.
- The pilot, and the potential scaling up of the pilot, will explore the unique expertise and resources of the SoCalREN local governments and workforce stakeholders, which emphasize opportunities for minority, low-income and disadvantaged workers and the value of local hiring practices.

[End of SoCalREC SOW]

**PROGRAMS AGREEMENT
EXHIBIT H**

The County and Sub-contractors Time & Materials Fully Burdened Hourly Rate Schedule

Implementer Job Function	*Fully Burdened Hourly Rate (Max)	*Fully Burdened Hourly Rate (Max)	*Fully Burdened Hourly Rate (Max)
	2013	2014	2015
	(\$/Hour)	(\$/Hour)	(\$/Hour)
LAC – Section Manager Administration	106	106	128.06
LAC - Program Manager I	76.5	76.5	76.5
LAC - Program Manager II	85.47	85.47	90.14
LAC - Facilities Project Manager I	77.5	77.5	102.48
LAC - Admin Assistant III	50.32	50.32	78.86
LAC - Accountant III	67.8	67.8	55.57
LA County - Account Clerk II	34.09	34.09	36.21
LA County – Senior Finance Analyst	187.27	187.27	187.27
LA County – Finance Analyst	155.26	155.26	155.26
LA County - Intermediate Clerk	31.5	31.5	42.49
LA County - Management Fellow	87.45	87.45	87.45
Community Development Commission – Project Manager (Development Specialist)	53.44	56.65	56.65
Community Development Commission - Manager	90.43	95.86	95.86
Community Development Commission – Construction Manager	95	100.7	100.7
Partner (Attorney)	395	395	395
Hawkins - Associate (Attorney)	350	350	350
Vanir - Sustainability Program Manager	95	95	130
Vanir - Grant Administrator	85	85	85
Vanir - Sustainability Associate	75	75	105
Vanir - Project Coordinator	75	75	75
LGC - CS Worker	0	17	17
Bevilacqua Knight, Inc. - Officer-In-Charge	268	268	268
Bevilacqua Knight, Inc. – Principal	243	243	243
Bevilacqua Knight, Inc. – Director	201	210	210

Bevilacqua Knight, Inc. – Senior Program Manager	160	160	160
Bevilacqua Knight, Inc. – Program Manager	139	139	148
Bevilacqua Knight, Inc. – Senior Engineer	153	153	161
Bevilacqua Knight, Inc. – Engineer	132	132	135
Bevilacqua Knight, Inc. – Senior Program Consultant	120	120	134
Bevilacqua Knight, Inc. – Program Consultant	103	106	112
Bevilacqua Knight, Inc. – Senior Program Coordinator	89	89	93
Bevilacqua Knight, Inc. – Program Coordinator	78	78	80
Bevilacqua Knight, Inc. – Junior Program Coordinator	53	57	64
Bevilacqua Knight, Inc. – Senior Technical Writer	103	103	108
Bevilacqua Knight, Inc. – Technical Writer	82	82	85
Bevilacqua Knight, Inc. – Business Manager	132	132	137
Bevilacqua Knight, Inc. – Art Director	110	110	115
Bevilacqua Knight, Inc. – Executive Assistant	82	82	86
Bevilacqua Knight, Inc. – Administrative Assistant	68	68	70
Bevilacqua Knight, Inc. – Program Assistant			55
The Energy Coalition – Principal	250	250	250
The Energy Coalition - Financial Manager	250	250	250
The Energy Coalition – Program Director/ Assistant Director	200	200	200
The Energy Coalition – Senior Marketing Designer/PR	175	175	175
The Energy Coalition – Senior Program Manager	150	150	150
The Energy Coalition - Senior Technical Support	150	150	150
The Energy Coalition – Accountant	150	150	150
The Energy Coalition - Technical Support	125	125	125
The Energy Coalition – Project Manager	125	125	125
The Energy Coalition – Project Coordinator	90	90	90
The Energy Coalition – Project Administration	65	65	65
Renewable Funding – Executive	245.01	252.36	252.36
Renewable Funding – Operations Director	158.33	163.08	163.08
Renewable Funding – Program Director	158.33	163.08	163.08
Renewable Funding – Program Manager	140.23	144.44	144.44
Renewable Funding – Technology Director	158.33	163.08	163.08
Renewable Funding – Technology Manager	140.23	144.44	144.44
Renewable Funding – Project Manager	128.11	131.95	131.95

Renewable Funding – Finance Manager	140.23	144.44	144.44
Build It Green – Director	175	175	175
Build It Green – Senior Project Manager	125	125	125
Build It Green – Project Manager	110	110	110
Build It Green – Associate	90	90	90
Build It Green – Assistant	70	70	70
ReNewAll - Principal/PACE Specialist	150	165	169.13
ReNewAll - Energy Efficiency Project Development Specialist	110	130	133.25
ReNewAll - Energy Efficiency Contracting Specialist	70	80	82
ReNewAll - Energy Efficiency Audit Specialist	64	75	76.88
ReNewAll - Assistant		70	71.75
O'Rorke - Principal	180	180	180
O'Rorke - Director	180	180	180
O'Rorke - Supervisor	162	162	162
O'Rorke - Graphic Designer	150	150	150
O'Rorke - Manager	125	125	125
O'Rorke - Executive	125	125	125
O'Rorke - Production Artist	100	100	100
O'Rorke - Coordinator	75	75	75
O'Rorke - Intern	0	0	0
crmOrbit - Chief Operating Officer	300	300	300
crmOrbit - Senior Project Manager	275	275	275
crmOrbit - Senior Architect	300	300	300
crmOrbit - Senior Developer	225	225	225
crmOrbit - Developer	175	175	175
crmOrbit – Web Developer	175	175	175
Hartman Energy Strategies - Consultant	200	200	200
BSW – Partner	375	375	375
BSW – Controller	375	375	375
BSW – Manager	175	175	175
BSW – Supervisor	95	95	95
BSW – Staff Accountant	50	50	50
RHA – Program Manager	145	145	145
RHA - Engineering Support Technician	135	135	135
RHA - Field Supervisor	125	125	125
RHA - Mentor	115	115	115
RHA - Lead Energy Field Technician	110	110	110

RHA - Analyst	110	110	110
RHA – Energy Field Technician	95	95	95
RHA - Program Coordinator	75	75	75
Average rate for all County and Sub-contractor's Staff	\$139.78	\$142.00	\$145.07

*County and Sub-contracted Work shall be charged at the hourly rates actually paid by the County, not to exceed the hourly rates set forth in the Programs Agreement for Work performed by the County or Sub-contractors. The County shall provide Sub-contractor invoices for any County's invoice that includes Sub-contractor costs.