

CONTRACT REQUEST FORM (CRF)



A) New Agreement MOU-17-005 (To be completed by CGL Office)

400 Efficiency Division	Paula David	25	916-653-1594
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International Code Council	36-3999004
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ICC/CEC Training Guidebook Partnership: Publishing and Distribution Memorandum of Understanding

3 / 1 / 2018	12 / 31 / 2021	\$ 0
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- Operational agreement (see CAM Manual for list) to be approved by Executive Director
- ARFVTP agreements \$75K and under delegated to Executive Director.

Proposed Business Meeting Date	2 / 21 / 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Discussion
Business Meeting Presenter	Paula David	Time Needed:	minutes

Please select one list serve. BuildingStandards

Agenda Item Subject and Description

INTERNATIONAL CODE COUNCIL. Proposed resolution approving Agreement MOU-17-005 with the International Code Council (ICC) for a \$0 Memorandum of Understanding (MOU) to co-produce a training guidebook entitled "Significant Changes to the California Energy Code - 2019 Edition." The guidebook would be part of ICC's series of Title 24 code compliance publications, and coincide with the 2019 Energy Standards implementation. Contact: Paula David.

1. Is Agreement considered a "Project" under CEQA?
 - Yes (skip to question 2)
 - No (complete the following (PRC 21065 and 14 CCR 15378)): Explain why Agreement is not considered a "Project": Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because it involves developing a compliance training publication.
2. If Agreement is considered a "Project" under CEQA:
 - a) Agreement **IS** exempt. (Attach draft NOE)
 - Statutory Exemption. List PRC and/or CCR section number: _____
 - Categorical Exemption. List CCR section number: _____
 - Common Sense Exemption. 14 CCR 15061 (b) (3)
 Explain reason why Agreement is exempt under the above section: _____
 - b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)

Check all that apply

<input type="checkbox"/> Initial Study	<input type="checkbox"/> Environmental Impact Report
<input type="checkbox"/> Negative Declaration	<input type="checkbox"/> Statement of Overriding Considerations
<input type="checkbox"/> Mitigated Negative Declaration	

Legal Company Name:	Budget	SB	MB	DVBE
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Legal Company Name:
International Code Council. 500 New Jersey Ave. NW. 6th Floor. Washington D.C., 20001

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J) Budget Information			
Funding Source	Funding Year of Appropriation	Budget List No.	Amount
Other	n/a	n/a	\$0
Funding Source			\$
R&D Program Area:	Select Program Area		\$ 0
Explanation for "Other" selection		no-cost MOU	
Reimbursement Contract #:		Federal Agreement #:	

Name:	Mark Johnson	Name:	David Walls
Address:	3060 Saturn Street, Ste. 100	Address:	3060 Saturn Street, Ste. 100
City, State, Zip:	Brea, CA 92821	City, State, Zip:	Brea, CA 92821
Phone:	888-422-7233	Fax:	562-699-9721
Phone:	888-422-7233	Fax:	562-699-9721
E-Mail:	mjohnson@iccsafe.org	E-Mail:	dwalls@iccsafe.org

Solicitation Select Type Solicitation #: _____ - _____ # of Bids: _____ Low Bid? No Yes
 Non Competitive Bid (Attach CEC 96)
 Exempt MOU

Private Company (including non-profits)
 CA State Agency (including UC and CSU)
 Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

If yes, check appropriate box: No Yes
 SB MB DVBE

Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)
 Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)
 The Services Contracted:
 are not available within civil service
 cannot be performed satisfactorily by civil service employees
 are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.
 The Services are of such an:
 urgent
 temporary, or
 occasional nature
 that the delay to implement under civil service would frustrate their very purpose.
Justification:
 n/a, MOU

A. Reimbursement in arrears based on:
 Itemized Monthly Itemized Quarterly Flat Rate One-time
 B. Advanced Payment
 C. Other, explain: no cost MOU

1. Is Agreement subject to retention? No Yes
 If Yes, Will retention be released prior to Agreement termination? No Yes



R) Justification of Rates
n/a

S) Disabled Veteran Business Enterprise Program (DVBE)
1. <input type="checkbox"/> Exempt (Interagency/Other Government Entity)
2. <input type="checkbox"/> Meets DVBE Requirements DVBE Amount:\$ <u>0</u> DVBE %: _____
<input type="checkbox"/> Contractor is Certified DVBE
<input type="checkbox"/> Contractor is Subcontracting with a DVBE: <u>Name of DVBE Company</u>
3. <input type="checkbox"/> Contractor selected through CMAS or MSA with no DVBE participation.
4. <input type="checkbox"/> Requesting DVBE Exemption (attach CEC 95)

T) Miscellaneous Agreement Information
1. Will there be Work Authorizations? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
2. Is the Contractor providing confidential information? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3. Is the contractor going to purchase equipment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
4. Check frequency of progress reports
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other _____
5. Will a final report be required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Is the Agreement, with amendments, longer than a year? If yes, why? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
The 2019 Energy Standards must be approved before staff can finalize the publication's content.

U) The following items should be attached to this CRF (as applicable)
1. Exhibit A, Scope of Work <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
2. Exhibit B, Budget Detail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
3. CEC 96, NCB Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
4. CEC 95, DVBE Exemption Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
5. CEQA Documentation <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
6. Resumes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
7. CEC 105, Questionnaire for Identifying Conflicts <input type="checkbox"/> Attached

_____ Agreement Manager _____ Date _____ Office Manager _____ Date _____ Deputy Director _____ Date

**NON-EXCLUSIVE PUBLISHING & DISTRIBUTION MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA ENERGY COMMISSION
AND
THE INTERNATIONAL CODE COUNCIL**

Significant Changes to the California Energy Code – 2019 Edition

I. INTRODUCTION AND BACKGROUND

The California Code of Regulations, Title 24, Part 1, Chapter 10, and Part 6, contains the California “Energy Code.” Part 6 contains the Building Energy Efficiency Standards (“Building Standards”) and Part 1 contains the Administrative Regulations. The 2019 Building Standards is a group of standards first adopted by the Energy Resources Conservation and Development Commission (“California Energy Commission”) and approved by the California Building Standards Commission (“CBSC”) with a proposed effective date of January 1, 2020. The amendments to the Building Standards are part of a three-year code cycle updating the standards to achieve the State’s energy efficiency and greenhouse gas reduction goals.

The Building Standards contain energy and water efficiency requirements (and indoor air quality requirements) for newly constructed buildings, additions to existing buildings, and alterations to existing buildings. The 2019 update to the Building Standards focuses on several key areas to improve the energy efficiency of newly constructed buildings and additions and alterations to existing buildings. The 2019 Building Standards also include changes to improve the clarity, consistency, and readability of the regulatory language.

The California Energy Commission will co-produce a guidebook with the International Code Council (“ICC”) entitled “Significant Changes to the California Energy Code – 2019 Edition” (“Guidebook”) to identify major changes to the 2019 Energy Code that will assist local governments and the building industry in implementing and enforcing the California Energy Code requirements. Additionally, this Guidebook will be part of a larger “Significant Changes” series, which includes similar guidebooks addressing other chapters of Title 24 of the California Code of Regulations.

The ICC desires to make the Guidebook available to its members, the building industry, and the public; to promote the availability of the Guidebook through its various channels; and to enhance distribution of the Guidebook throughout the building industry.

II. PARTIES

This Publishing Memorandum of Understanding (“MOU”) is entered into by and between the California Energy Commission, located at 1516 Ninth Street, Sacramento, California, 95814, and the ICC located at 500 New Jersey Avenue, NW, 6th Floor, Washington D.C., 20001, a non-profit organization dedicated to developing a single set of comprehensive and coordinated national model construction codes, and will become effective as of the latest date shown below on the signature page. The California Energy Commission and ICC may be collectively referred to as the “Parties” or individually as a “Party.”

III. PURPOSE

The purpose of this MOU is to grant the ICC a non-exclusive license to make the Guidebook available to the public both electronically and in printed form to the public and to be used to create derivative products to assist in the implementation of the California Energy Code.

IV. AUTHORITY TO ENTER INTO THIS MOU

A. California Energy Commission Authority:

1. Public Resources Code Section 25000 et seq., specifically, Section 25218.

V. MOU

A. The California Energy Commission and ICC agree as follows:

1. The California Energy Commission grants to ICC a non-exclusive distribution license:
 - a) to make the Guidebook available electronically as an internet download, free of charge, on ICC's website - www.iccsafe.org;
 - b) to make printed versions of the Guidebook available for a reasonable fee; and
 - c) to utilize content from the Guidebook to create derivative products.
2. The California Energy Commission shall have final approval, prior to publication, of the final draft Guidebook content that will be published by the ICC.
3. The California Energy Commission shall have final approval, prior to publication, of any derivative products or documents utilizing the California Energy Commission's logo, subject to the terms and conditions of the use of the seal of the California Energy Commission.
4. The California Energy Commission shall have final approval, prior to distribution, of any news release introducing the availability of the Guidebook.
5. The California Energy Commission shall have final approval, prior to publication, of any changes or alterations to the final Guidebook published by the ICC pursuant to this MOU.
6. The California Energy Commission reserves the right to make the Guidebook available electronically as an internet download, free of charge, on the California Energy Commission's website - <http://www.energy.ca.gov/>.
7. The California Energy Commission shall provide the Guidebook's technical content to ICC as text and graphics.

8. ICC shall be responsible for the document production process, including any and all associated costs.
9. ICC shall promote the availability of the Guidebook, as an electronic download or in print, through such channels as its website, electronic newsletter and in conjunction with the distribution of the California Code of Regulations, Title 24.
10. ICC shall provide the California Energy Commission with 50 complimentary printed copies of the Guidebook to the following address:

California Energy Commission
ATTN: Efficiency Division
1516 Ninth Street MS-25
Sacramento, CA 95814

VI. GENERAL PROVISIONS

- A. Nothing in this MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of the State of California, through the California Energy Commission, or ICC.
- B. Nothing in this MOU binds the State of California, the California Energy Commission, or the ICC to perform beyond their respective authorities.
- C. Nothing in this MOU may be construed to obligate the California Energy Commission or the State of California to spend any funds on any purpose related to this MOU.
- D. Nothing in this MOU is intended to or shall be construed to restrict the State of California or the California Energy Commission from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the State of California, the California Energy Commission, the Natural Resources Agency, or entities, its officers, employees, or agents.
- F. Any information furnished between the California Energy Commission or ICC under this MOU may be subject to the to the Freedom of Information Act, 5 U.S.C., section 552 et seq. ("FOIA") and the California Public Records Act, Cal. Gov. Code, section 6250 et seq. ("CPRA").
- G. This MOU is governed by the laws of the State of California as to interpretation and performance.
- H. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or

any other legally protected class as identified in Federal or California State law, the California Constitution, or the United States Constitution as applicable.

- I. The State of California, through the California Energy Commission, and ICC may each terminate its participation in this MOU at any time through 30-days written notification to the other party with or without cause. In the event of termination, ICC would be allowed to continue to deplete its existing inventory of Guidebooks and fulfill any outstanding orders and/or contractual obligations to others, unless the document is found by the California Energy Commission to include a substantive error causing market disruption or similar hardship.
- J. In the performance of this MOU, the ICC and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.
- K. This MOU is not assignable or transferable by the ICC either in whole or in part without the consent of the California Energy Commission in the form of a written amendment.
- L. The California Energy Commission and ICC may each amend or modify this MOU if the other party agrees. This MOU may be amended only by a written instrument signed by the Parties.
- M. This MOU shall remain in effect until December 31, 2021.
- N. Either party to this MOU shall obtain prior approval of the other party of all press releases, published advertisements, or other statements intended for the public that refer to this MOU; to the California Energy Commission or ICC in connection with this MOU, its purposes, or the Guidebook; or to the name or title of any employee of the California Energy Commission or ICC in connection with this MOU, its purposes, or the Guidebook.
- O. If any provision of this MOU is unenforceable or held to be unenforceable, all other provisions of this MOU will remain in full force and effect.
- P. No waiver of any breach of this MOU constitutes waiver of any other breach. All remedies in this MOU will be taken and construed as cumulative, meaning in addition to every other remedy provided in the MOU or by law.
- Q. This MOU may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by fax or .pdf are valid.

VII. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are:

- California Energy Commission: Paula David
- International Code Council: Mark Johnson.

VIII. APPROVALS

IN WITNESS WHEREOF, the parties have executed this MOU as of the date below.

Signature _____ Date: _____
Mark Johnson, International Code Council

Signature _____ Date: _____
Rachel Grant Kiley, California Energy Commission

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: INTERNATIONAL CODE COUNCIL

RESOLVED, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the Energy Commission approves Agreement MOU-17-005 with the International Code Council (ICC) for a \$0 Memorandum of Understanding (MOU) to co-produce a training guidebook entitled "Significant Changes to the California Energy Code - 2019 Edition." The guidebook would be part of ICC's series of Title 24 code compliance publications, and coincide with the 2019 Energy Standards implementation; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on February 21, 2018.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

Cody Goldthrite,
Secretariat