

SECOND AMENDMENT
TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN PHASE ONE
IMPLEMENTATION CONTRACT BETWEEN THE SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS AND SOUTHERN CALIFORNIA EDISON COMPANY

This SECOND AMENDMENT (“Second Amendment”) to the California Energy Efficiency Strategic Plan Phase One Implementation Contract (“Contract”) by and between Southern California Edison Company (“SCE”) and the South Bay Cities Council of Governments (“SBCCOG”) (“Implementer”), shall be effective as of January 1, 2015 (“Effective Date”). SCE and Implementer may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Parties previously executed the Contract to implement the 2010-2012 Strategic Plan Phase One Program (the “Program”), to promote long-term energy efficiency and climate action activities;

WHEREAS, the Parties desire to extend the Contract through December 31, 2015 as set forth herein to allow sufficient time to ramp down the Program administrative activities; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 22 of the Contract is hereby deleted and replaced with the following:

22 Term. This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate as midnight December 31, 2015; provided however, that all works and services related to delivery of the Program shall be completed by December 31, 2014.

2. The Parties agree to extend this Contract to cover only the administrative expenses under the tasks of Program Ramp-Down, Invoicing and Reporting Requirements in the Statement of Work. Any invoices submitted after December 31, 2014 will only contain administrative expenses associated with the tasks of Ramp-Down and closing out the Program, as mentioned in the Statement of Work, that are not directly tied to delivery of the Program goals.

This Second Amendment may be executed in one or more counterparts and delivered by electronic means, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.

3. General. From and after the Second Amendment Effective Date, any reference to the Contract contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Contract, as amended by the Second Amendment. In the event of any conflict between the Contract and this Second Amendment, this Second Amendment shall prevail. Each party is fully responsible for ensuring that the person signing this Second Amendment on that party's behalf has the requisite legal authority to do so.

4. Except as amended by this Second Amendment, all provisions of the Contract shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

IMPLEMENTER:

THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____

Name Printed: James F. Goodhart

Its: Chair

Date: _____, 2015

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: Kevin Payne

Its: Senior Vice President, Customer Service

Date: _____, 2015