

SECOND AMENDMENT TO THE WATER LEAK DETECTION IMPLEMENTATION CONTRACT
BETWEEN SOUTHERN CALIFORNIA EDISON AND SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS

THIS SECOND AMENDMENT (“SECOND AMENDMENT”) TO WATER LEAK DETECTION IMPLEMENTATION CONTRACT BY AND BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (“Contract”) is effective as of July 1, 2015. Terms not otherwise defined herein shall have the meaning ascribed to them in the Contract. Southern California Edison Company shall be referred to as “SCE” or the “Utility”. The South Bay Cities Council of Governments shall be referred to herein as the Implementer. The Utility and the Implementer may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously executed the Contract effective January 1, 2013 in accordance with the Decision 12-11-015 of the California Public Utilities Commission (“Commission”), issued on November 8, 2012;

WHEREAS, on March 26, 2014, the Utility submitted its application (“2015 Application”) for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2015, which included the a continuation of the Water Leak Detection Program through 2015 (“2015 Program”);

WHEREAS, on October 24, 2014, the Commission issued its Decision 14-10-046 approving the continuation of the Energy Efficiency Partnership Programs, which includes the 2015 Program, and the Parties extended the Contract through June 2015 in the first amendment to the Contract; and

WHEREAS, the Parties now desire to amend the Contract to extend its term to March 31, 2016. .

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 in its entirety 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 at midnight March 31, 2016; provided however, that all direct implementation work and services shall be completed by December 31, 2015.

2. 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 any prior amendments to the Agreement, and this Second Amendment. In the event of any conflict between the Agreement, as amended, and this Second Amendment, this Second Amendment shall prevail. All remaining provisions of the Contract shall

remain unchanged and in full force and effect. 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.

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

IMPLEMENTER:

**SOUTH BAY CITIES COUNCIL
OF GOVERNMENTS**

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: James F. Goodhart

Title: Chair

Date: _____

By: _____

Name Printed: Marc Ulrich

Title: Vice President, Customer Programs & Services

Date: _____