

FOURTH AMENDMENT

THIS FOURTH AMENDMENT (“FOURTH AMENDMENT”) TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 SOUTH BAY ENERGY LEADER PARTNERSHIP PROGRAM dated January 1, 2010 (the “Agreement”) is effective as of June 1, 2015 (the “Fourth Amendment Effective Date”) by and among SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”), SOUTHERN CALIFORNIA GAS COMPANY (“SCG”) AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (“SBCCOG”). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE and SCG may be referred to individually herein as the “Utility”. The Utilities and SBCCOG may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties originally executed the Agreement effective January 1, 2010 and subsequently amended the Agreement to, among other things, extend its term through June 30, 2016, in accordance with the applicable decisions of the California Public Utilities Commission (“Commission”); and

WHEREAS, the Parties now desire to amend the Agreement to increase the authorized budget for the program year 2015 in order to conduct enhanced marketing, education and outreach through the development of a green buildings challenge web-based program and the performance of enhanced local government support to further the implementation of enterprise energy management information systems.

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

1. Budget Increase. Exhibits B-1 and B-2 of the Agreement are hereby deleted in their entirety and replaced with the Exhibit B-1 (Energy Leader Partnership Program SCE 2013-15 Goals & Partner Budget for SBCCOG) and Exhibit B-2 (2013-2015 SCG South Bay Cities Partnership Goals and Budget), attached to this Fourth Amendment.
2. General.
 - a. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.
 - b. From and after the Fourth Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Fourth Amendment.
 - c. In the event of any conflict between the Agreement, as amended, and this Fourth Amendment, this Fourth Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this Fourth Amendment on that party's behalf has the requisite legal authority to do so.

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

SBCCOG

By: _____

Name Printed: James F. Goodhart

Title: Chair

Date: _____

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: Marc Ulrich

Title: Vice President, Customer Programs & Services

Date: _____

SCG:

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

Name Printed: Dan Rendler

Title: Director, Customer Programs & Assistance

Attachment 1 to Fourth Amendment

EXHIBIT B-1

**ENERGY LEADER PARTNERSHIP PROGRAM
SCE 2013-2015 GOALS & PARTNER BUDGET
FOR SBCCOG**

Program Cycle Partner Budget and Goals:

	Maximum Partner Budget	Energy Savings Goal (kWh)	Peak Demand Reduction Goal (kW)
Total :	\$2,753,279	5,010,000 kWh	902 kW
Incentive:	\$884,001		
EEMIS Support⁽¹⁾	\$217,908		
Green Buildings Challenge⁽²⁾	\$170,750		
Other Non-Incentive⁽³⁾	\$1,480,620		

(1). EEMIS Support cost sharing: SCE 100%, SCG 0%

(2). Green Buildings Challenge cost sharing: SCE 50%, SCG 50%

(3). ELP cost sharing is according to the annual ELP budgets of SCE and SCG. Other Non-Incentive includes Marketing & Outreach, Technical Assistance and Direct Implementation activities for ELP.

EXHIBIT B-2

**2013-2015 SCG SOUTH BAY CITIES PARTNERSHIP
GOALS AND BUDGET**

2013-2015 Energy Savings (Gross Therm)				
	2013	2014	2015	3-year Total
SCG	10,000 Therm	10,000 Therm	10,000 Therm	30,000 Therm

SCG 2013-2015 SBCCOG Partnership Total Non-Incentive Budget		
SCG Authorized Budget		\$634,724
SCG Administrative Other		\$141,949
SCG Administrative Overhead		\$22,025
Total Utility Authorized Budget		\$163,974
SBCCOG Authorized Budget		\$300,000
Green Buildings Challenge		\$170,750
2013-2015 Total Non-incentive Program Budget		\$634,724

Projected Allocations for SBCCOG Authorized Budget \$300,000

	2013	2014	2015	GBC
Administration	\$11,000	\$11,000	\$15,000	\$27,500
Marketing & Outreach	\$10,000	\$10,000	\$15,000	\$68,000
Direct Implementation	\$79,000	\$79,000	\$70,000	\$75,250

Note: Incentive is a part of SCG Core Program's Incentive Budget. The incentive level for local government partnerships is \$1.00 per therm for calculated measures or 80% of the equipment cost, whichever is the lesser of the two. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs