

## SIXTH AMENDMENT

THIS SIXTH AMENDMENT (“SIXTH AMENDMENT”) TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 SOUTH BAY ENERGY EFFICIENCY PARTNERSHIP PROGRAM dated January 1, 2010 (as amended, the “Agreement”) is effective as of January 1, 2017 (the “Sixth 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 “Utilities”. The Utilities and SBCCOG may be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, the Parties previously executed the Agreement effective January 1, 2010 and subsequently amended the Agreement five times to, among other things, extend its term through December 31, 2016 in accordance with the applicable decisions of the California Public Utilities Commission (“Commission”);

WHEREAS, on September 1, 2016, SCE filed with the Commission Advice Letter (“AL”) 3465-E seeking approval of SCE’s proposed 2017 budget for the Energy Efficiency Partnership Programs, consistent with the terms and conditions set forth in the Agreement,

WHEREAS, on September 1, 2016, SoCalGas filed with the Commission AL 5023 seeking approval of SoCalGas’ proposed 2017 budget for Energy Efficiency Programs, SoCalGas’ budget remains status quo per Decision (“D.”) 14-10-046, and

WHEREAS, the Parties desire to further amend the Agreement as necessary to set forth the 2017 program budget and to extend the Agreement through the program cycle beginning January 1, 2017 and ending December 31, 2018 (“2017-2018 Program”),

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

1. To the extent applicable, any reference in the Agreement, as amended, to the “2010-2012 Program” shall also hereby include the 2017-2018 Program.
2. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2019, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2018.

3. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

12. FINAL INVOICES

SBCCOG must submit final invoices to the Utilities no later than March 31, 2019.

4. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

25.1 Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2019 unless otherwise terminated in accordance with this Agreement, as amended.

5. Exhibits A-1 to A-15 (SOUTHERN CALIFORNIA EDISON ENERGY LEADER PROGRAM LEVELS) of the Agreement are hereby deleted in their entirety.

6. Exhibit B-1 (SOUTHERN CALIFORNIA EDISON COMPANY 2010-2012 GOALS & SBCCOG BUDGET FOR SBCCOG) and Exhibit B-2 (SOUTHERN CALIFORNIA GAS COMPANY 2010-2012 GOALS & SBCCOG BUDGET FOR SBCCOG) of the Agreement are hereby deleted in their entirety and replaced with the version of Exhibit B-1 (SOUTHERN CALIFORNIA EDISON COMPANY 2017-2018 GOALS & SBCCOG BUDGET FOR SBCCOG) and Exhibit B-2 (SOUTHERN CALIFORNIA GAS COMPANY 2017-2018 GOALS & SBCCOG BUDGET for SBCCOG) attached to this Sixth Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement. The Parties acknowledge and agree that if a Commission Decision or Order alters the amount approved for the 2017-2018 Program budget(s), as set forth in Exhibits B-1 and B-2, SCE and SCG shall amend Exhibit B to reflect the approved 2017-2018 Program

Budget in any such Commission decision or order, in accordance with Section 30 of this Agreement.

7. This Sixth Amendment may be executed in one or more counterparts and delivered by electronic means, 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.

8. General. From and after the Sixth 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 Sixth Amendment. In the event of any conflict between the Agreement, as amended, and this Sixth Amendment, this Sixth 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 Sixth Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS:**

**SBCCOG**

**By:** \_\_\_\_\_

**Name:** James Osborne

**Title:** Chair

**Date:** \_\_\_\_\_

**SCG:**

**SOUTHERN CALIFORNIA GAS COMPANY**

**By:** \_\_\_\_\_

**Name:** Lisa Alexander

**Title:** Vice President, Customer Solutions and Communication

**Date:** \_\_\_\_\_

**SCE:**

**SOUTHERN CALIFORNIA EDISON COMPANY**

**By:** \_\_\_\_\_

**Name:** Marc Ulrich

**Title:** Vice President, Customer Programs and Services

**Date:** \_\_\_\_\_

**EXHIBIT B-1**

**ENERGY EFFICIENCY PARTNERSHIP PROGRAM 2017-2018 GOALS & PARTNER  
BUDGET FOR SBCCOG**

<b>2017-2018 Budget</b>		
<b>Budget Category</b>	<b>2017<sup>(1)</sup></b>	<b>2018<sup>(1)</sup></b>
<b>Administrative</b>	<b>\$ 39,000</b>	<b>TBD</b>
<b>Marketing &amp; Outreach</b>	<b>\$ 31,200</b>	
<b>Direct Implementation<sup>(2)</sup></b>	<b>\$ 319,800</b>	
<b>Green Building Challenge</b>	<b>\$ 50,000</b>	
<b>Partner Budget Total Not To Exceed</b>	<b>\$ 440,000</b>	
<b>Technical Assistance<sup>(3)</sup></b>	<b>\$ 8,000</b>	<b>TBD</b>

<b>2017-2018 Energy Savings Goal</b>		
	<b>2017<sup>(1)</sup></b>	<b>2018<sup>(1)</sup></b>
<b>Energy Savings (kWh)</b>	<b>1,245,812</b>	<b>TBD</b>
<b>Demand Reduction (kW)</b>	<b>78</b>	

**Footnotes:**

- (1) Budget and Savings Goal are subject to be revised or provided upon CPUC Approval for the funding year.**
- (2) Direct Implementation does not include technical assistance, strategic plan, or incentives.**
- (3) Technical Assistance fund is administrated by SCE for SCE approved T/A projects.**

Exhibit B-1 Continued

**Joint Fully Burdened Labor Rate Table**

The rates in below table are fully burdened (see footnotes) and serve as maximum billing rates for actual costs incurred for each labor title.

<b>Position</b>	<b>Fully Burdened Rates</b>
<b>Senior Consultant</b>	\$225
<b>Executive Director</b>	\$180
<b>Deputy Director</b>	\$135
<b>Administrative Officer</b>	\$105
<b>Senior Project Manager</b>	\$107
<b>Project Manager</b>	\$84
<b>Environmental Services Analyst III</b>	\$94
<b>Environmental Services Analyst II</b>	\$78
<b>Environmental Services Analyst I</b>	\$62
<b>Administrative Assistant</b>	\$51

Footnotes:

- (1) Fully burdened hourly rates set forth herein which include all related cost including, but not limited to, actual wages, statutory taxes, benefits, insurance, office supplies, office printing, and overhead. Overhead includes, but not limited to, rent, technology, equipment, software, phone, internet, audit services and legal services.
- (2) Any reimbursable expenses, including any and all subcontractor expenses, shall be reimbursed at actual cost **without markup**. All reimbursable expenses require written approval, in advance, by the SCE Representative referenced in this contract.
- (3) For avoidance of doubt, the fully burdened hourly rates apply to SBCCOG's staff and Contractors, as applicable.

**EXHIBIT B-2**

**SOUTH BAY CITIES AND SOUTHERN CALIFORNIA GAS COMPANY PARTNERSHIP 2013-2018  
GOALS AND PROGRAM BUDGET**

<b>2013-2018 Energy Savings (Gross Therm)</b>				
	<b>2013-2016</b>	<b>2017</b>	<b>2018</b>	<b>6-Year Total</b>
SCG	40,000 Therm	10,000 Therm	10,000 Therm	60,000 Therm

Other non-resource goals are contained in the SCG PIP in Exhibit C-2.

<b>2013-2018 SBCCOG Partnership Total Non-Incentive Budget</b>		<b>\$1,040,766</b>
SCG Incentive from Core Programs <sup>(1)</sup>		\$60,000
<b>SCG Authorized Budget</b>		
SCG Administrative Other		\$190,560
SCG Administrative Overhead		\$29,456
Total Utility Authorized Budget		\$220,016
Green Buildings Challenge (\$170,750 + \$50,000)		\$220,750
<b>SBCCOG Authorized Budget</b>		<b>\$820,750</b>
<b>2013-2018 Total Non-incentive Program Budget</b>		<b>\$1,040,766</b>

**Projected Allocations for SBCCOG Authorized Budget \$570,750**

	<b>2013-2016</b>	<b>2017</b>	<b>2018</b>
Administration	\$52,000	\$15,000	\$15,000
Marketing & Outreach	\$50,000	\$15,000	\$15,000
Direct Implementation	\$298,000	\$70,000	\$70,000
Green Buildings Challenge	\$170,750	\$50,000	
Incentive <sup>(1)</sup>	\$40,000	\$10,000	\$10,000

**Note:** (1) Incentive is a part of SCG Core Program's Incentive Budget. The incentive level 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.