

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

THIS FIRST AMENDMENT (“FIRST 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 January 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 desire to extend the Contract through 2015 under the terms and conditions set forth in the Contract, except as otherwise provided in this First Amendment; and

WHEREAS, the Parties desire to amend the Contract as necessary to extend its term to June 30, 2015.

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 June 30, 2015; provided however, that all direct implementation work and services shall be completed by March 31, 2015.

2. Section 24 of the Contract is hereby deleted in its entirety and replaced with the following:

24. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Contract, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Implementer:
South Bay Cities Council of Governments
Jacki Bacharach
20285 S. Western Ave, Suite 100
Torrance, CA 90501

SCE:
Southern California Edison Company
Bernard Adebayo-Lge, Program Manager
1515 Walnut Grove Avenue
Rosemead, CA 91770

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m. PST (or PDT, as applicable), or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

SIGNATURE PAGE

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

IMPLEMENTER:

SOUNTY BAY CITIES COUNCIL OF GOVERNMENTS

By: _____

Name Printed: James F. Goodhart

Title: Chair

Date: _____

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: Kevin Payne

Title: Senior Vice President, Customer Service

Date: _____