

REVISED 10-23-14
THIRD AMENDMENT

THIS THIRD AMENDMENT (“THIRD AMENDMENT”) TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 SOUTH BAY ENERGY EFFICIENCY PARTNERSHIP PROGRAM dated January 1, 2010 (the “Agreement”) is effective as of January 1, 2015 (the “THIRD 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” or collectively 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 to extend its term through December 31, 2014 in accordance with the applicable decisions of the California Public Utilities Commission (“Commission”);

WHEREAS, on November 14, 2013, 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 South Bay Partnership Program through 2015 (“2015 Program”);

WHEREAS, on [October 16, 2014,] the Commission issued its Decision [Decision # or name] approving the continuation of the Energy Efficiency Partnership Programs, which includes the 2015 Program, and the Parties desire to extend the Agreement through 2015 under the terms and conditions set forth in the Agreement, except as otherwise provided in this THIRD Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as necessary to provide an authorized budget for the 2015 Program and to update the Agreement as required to reflect the extended 2015 Program cycle.

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 2015 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, 2016, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2015.

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, 2016.

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, 2016 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

5. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, 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:

South Bay Cities Council of Governments
Jacki Bacharach
Executive Director
20285 S Western Ave, Suite 100
Torrance, CA 90501

SCE:
Southern California Edison Company
Scot Mann, Program Manager
1515 Walnut Grove Avenue
Rosemead, CA 91770

SCG:
Southern California Gas Company
Ann Teall, Program Manager
555 W. Fifth Street, GT20B4
Los Angeles, CA 90013

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.

6. This THIRD 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.
7. Exhibit A (ENERGY LEADER PARTNERSHIP – PROGRAM LEVEL), Exhibit B-1 (SOUTHERN CALIFORNIA EDISON 2015 GOALS & SBCCOG BUDGET FOR SBCCOG), Exhibit B-2 SOUTHERN CALIFORNIA GAS COMPANY 2015 GOALS & SBCCOG BUDGET FOR SBCCOG), Exhibit C-1 (SOUTHERN CALIFORNIA EDISON 2015 PROGRAM IMPLEMENTATION PLAN), and Exhibit C-2 (SOUTHERN CALIFORNIA GAS COMPANY GAS COMPANY 2015 PROGRAM IMPLEMENTATION PLAN) attached to this THIRD Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement.
8. General. From and after the THIRD 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 THIRD Amendment. In the event of any conflict between the Agreement, as amended, and this THIRD Amendment, this THIRD 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 THIRD 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 THIRD Amendment to be executed by their duly authorized representatives as of the THIRD Amendment Effective Date.

South Bay Cities Council of Governments:

SBCCOG

By: _____

Name Printed: Jacki Bacharach

Title: Executive Director

Date: _____

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: Kevin Payne

Title: Senior Vice President, Customer Service

Date: _____

SCG:

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

Name Printed: Dan Rendler

Title: Director, Customer Programs and Assistance

Date: _____

EXHIBIT A

ENERGY LEADER PARTNERSHIP - PROGRAM LEVEL

Energy Leader Partnership levels are:

Valued Partner Level – This level is the entry level for the partner to develop knowledge and establish goals towards the Silver Level. A budget is available for energy savings projects, for marketing, education, and outreach to the community, as well as for technical assistance toward upgrading or retrofitting partners' facilities. SCE's core program incentives will be offered directly to the partner. The partner will be expected to use the marketing and outreach funds to generate verifiable energy savings in their own facilities and in the community and will participate in demand response at a basic level. Valued Level provides the Partner with 3 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

Silver Level – To qualify for this level, the partner demonstrates past participation in SCE energy efficiency programs, develops an energy action plan, sets community and municipal energy reduction goals, targets 25 percent of its facilities to complete energy efficiency upgrades, and participates in demand response. An enhanced incentive is paid at the Silver Level. Silver Level provides the Partner with 6 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

Gold Level – To qualify for this level, the partner demonstrates higher past participation in SCE energy efficiency programs, establishes higher municipal and community program participation and energy savings goals and makes a higher commitment to participate in demand response. Incentive factors are higher for partner facilities' energy efficiency projects. Gold Level provides the Partner with 9 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

Platinum Level – To qualify for this level, the partner demonstrates even higher past participation in energy efficiency programs, is innovative and integrates Energy Action Plan policies, ordinances and procedures. All facilities are targeted for energy efficiency upgrades and the partner makes a higher commitment to participate in Demand Response. Incentive factors are highest for Partner facilities' energy efficiency projects and additional incentives are made available for customized community energy efficiency projects. Platinum Level provides the Partner with 12 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

EXHIBIT B-1

**ENERGY LEADER PARTNERSHIP PROGRAM
2015 GOALS & PARTNER BUDGET
FOR South Bay Partnership**

Program Cycle Partner Budget and Goals:

	Maximum Partner Budget	Energy Savings Goal (kWh)	Peak Demand Reduction Goal (kW)
Total :	\$1,119,119	1,597,503	398
Incentive:	\$426,001		
*Non-Incentive:	\$693,118		

*(Marketing & Outreach, Technical Assistance and Direct Implementation)

Budget Breakdown	2015
Resource:	
Incentive	\$426,001
Non-Resource:	
Administration	\$69,000
Marketing	\$60,000
Strategic Planning	\$242,058
Direct Implementation	202,060
Technical Assistance	\$150,000
Total:	\$1,119,119

EXHIBIT B-2

2015 SCG SOUTH BAY PARTNERSHIP GOAL & PARTNER BUDGET

2015 Energy Savings (Gross Therm)
_____ Therm

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

SCG 2015 SBCCOG Partnership Total Non-Incentive Budget		\$
SCG Authorized Budget		\$
SCG Administrative Other		\$
SCG Administrative Overhead		\$
Total Utility Authorized Budget		\$
SBCCOG Authorized Budget		\$
2015 Total Non-incentive Program Budget		\$

Projected Allocations for SBCCOG Authorized Budget \$200,000

	2015	
Administration		\$
Marketing & Outreach		\$
Direct Implementation		\$

Note: Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.