

FORM APPROVED COUNTY COUNSEL 3/18/15  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

504



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 March 26, 2015

**SUBJECT:** Approval of the Second Amendment to the 2010-2012 Energy Efficiency Partnership Program Agreement between Riverside County, Southern California Edison and the Southern California Gas Company, All Districts [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Second Amendment to the 2010-2012 Partnership Program Agreement; and
2. Authorize the undersigned Assistant County Executive Officer/EDA, or designee, to administer all actions to participate in the partnership and utilize resources provided through the partnership.

**BACKGROUND:**

**Summary**

(Commences on Page 2)

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> N/A				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2014/15/16	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3.17 of 7/16/2013

District: All

Agenda Number:

3-11

# **SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency

**FORM 11:** Approval of the Second Amendment to the 2010-2012 Energy Efficiency Partnership Program Agreement between Riverside County, Southern California Edison and the Southern California Gas Company, All Districts, [\$0]

**DATE:** March 26, 2015

**PAGE:** 2 of 3

## **BACKGROUND:**

### **Summary**

In 1996, the passage of AB 1890 created funding for energy efficiency through the establishment of a "Public Goods" charge on the utility bills for customers of California's Investor-Owned Utilities or IOU's (Southern California Edison, Pacific Gas & Electric, San Diego Gas & Electric and the Southern California Gas Company). The California Public Utilities Commission (CPUC) oversees all Energy Efficiency Programs funded by the Public Goods charge, and allows the IOU's to administer the programs.

One type of program administered by the IOU's is local government partnerships for cities and counties. The goal of these partnerships is to help local government pursue energy efficiency projects by providing free engineering and consulting support, as well as enhanced rebates and incentives above what the general public receives. These partnerships provide resources and rebates for retrofits of existing facilities, as well as support and incentives for designing new facilities that are energy-efficient.

From 2006-2009, Riverside County participated in a local government partnership with Southern California Edison (SCE). For the 2010-2012 program cycle, the Southern California Gas Company (SCG) joined the partnership. The Board of Supervisors approved this agreement on August 10, 2012. Instead of beginning a new three-year cycle, the CPUC has declared that 2013 and 2014 will be transition years that will continue the existing 2010-2012 program. The purpose of this amendment is to add one additional year to the 2013-2014 program. After that, the CPUC is expected to create a 5 to 10 year rolling cycle for partnerships. Therefore, approval of an amendment to the existing Partnership Agreement for calendar year 2015 is being sought.

### **Riverside County Partnership Highlights:**

During the 2010-2012 program cycle, Riverside County received over \$120,000 in direct install programs, over \$361,000 in rebates and incentives for energy efficiency projects and activities and over \$125,000 in energy engineering support and facility studies. In addition, activities conducted by the county through the partnership resulted in savings of over 1,000,000 kWh, 385 kW and 52,000 therms.

During the 2013-2014 program cycle, Riverside County received \$262,744 in rebates and incentives for energy efficiency projects and activities and over \$198,561 in energy engineering support and facility studies. In addition, activities conducted by the county through the partnership resulted in savings of over 904,185 kWh, 124.36 kW and 99,284 therms.

Project incentives and rebate rates will continue as follows:

- All lighting retrofit projects: \$0.15 / kWh saved
- All retrofits involving motors, VFD's and compressors: \$0.18 / kWh saved
- All retrofits involving HVAC with electrical savings: \$0.24 / kWh saved
- All retro-commissioning or monitoring-based commissioning of facilities: \$0.24/kWh saved
- All natural gas efficiency projects: \$1.00 / therm saved
- New Construction Projects: \$0.10 / kWh reduced above the standard incentive offered by the standard New Construction Program. Incentives for the Design Teams that perform well are also funded.

### **Impact on Citizens and Businesses**

(Commences on Page 2)

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency

**FORM 11:** Approval of the Second Amendment to the 2010-2012 Energy Efficiency Partnership Program Agreement between Riverside County, Southern California Edison and the Southern California Gas Company, All Districts, [\$0]

**DATE:** March 26, 2015

**PAGE:** 3 of 3

**Impact on Citizens and Businesses**

The positive impacts to citizens from the partnership are:

- \* Reduced general fund expenditures via funding support from Edison and the Gas Company
- \* Reduced energy costs in county facilities through energy retrofit projects
- \* Reduced greenhouse gas emissions and better air quality from the implementation of energy efficiency projects

Attachment:

Second Amendment

## SECOND AMENDMENT

This SECOND AMENDMENT ("Second Amendment") to the AGREEMENT TO JOINTLY DELIVER THE 2010-2012 COUNTY OF RIVERSIDE/IOU ENERGY EFFICIENCY PARTNERSHIP PROGRAMS dated January 1, 2010, as amended by the First Amendment (the "Agreement") is effective as of January 1, 2015 by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), SOUTHERN CALIFORNIA GAS COMPANY ("SCG"), and RIVERSIDE COUNTY ("RIVERSIDE"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE and SCG may be referred to herein as the "Utility" or collectively as the "Utilities." The Utilities and RIVERSIDE may be referred to herein individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, the Parties previously executed the Agreement to Jointly Deliver the 2010-2012 County of Riverside/IOU Energy Efficiency Partnership Program effective January 1, 2010 (hereinafter referred to as the "2010-2012 Program") and subsequently entered into the First Amendment to amend the Agreement to extend the term of the Agreement through December 31, 2014 in accordance with the applicable decisions of the California Public Utilities Commission ("Commission");

WHEREAS, on March 26, 2014, the Utilities submitted their applications ("2015 Applications") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2015, which included a continuation of the Riverside/IOU Partnership Program through 2015 ("2015 Program");

WHEREAS, on October 24, 2014, the Commission issued a Decision (D.14-10-046) approving the 2015 Application ("Final Decision"), thereby approving continuation of the Energy Efficiency Partnership Programs, which includes the 2015 Program, and the Parties desire to extend the Agreement through 2015 as set forth herein 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. Except as provided herein, and as applicable, any reference in the Agreement to the "2010-2012 Program" shall include the 2015 Program.
2. Add Section 1.7.3 Authorized 2015 Budget as follows:
  - 1.7.3 Authorized 2015 Budget: The Commission-approved total budget for performance of the Authorized Work performed after December 31, 2014 for the 2015 Program apportioned by each Utility and for Riverside County is as follows:
    - a. The incentive budget for Riverside facilities in SCG's service territory is \$141,697. With a 40,000 Therms savings goal, as set forth in Exhibit K hereto.

b. The incentive budget for Riverside facilities in SCE's service territory is \$200,700, with a kWh savings goal of 700,000 kWh and 126 kW.

3. Section 1.8 of the Agreement is hereby deleted and replaced with the following:

1.8 Authorized Project Budget: The maximum approved budget for each 2010-2012 Approved Project, or 2013-2014 Approved Project, or 2015 Approved Project, as the case may be, which shall be funded by the Utility(ies) that service the Riverside facilities where such Approved Retrofit Project, Approved MBCx or RCx Project, or Approved New Construction Project is located.

4. Section 1.12 of the Agreement is hereby deleted and replaced with the following:

1.12 Riverside Project Package: For the 2015 Program cycle, the documents attached hereto as Exhibit I, which shall be submitted consistent with the requirements of the applicable SCE or SCG energy efficiency program, for each Approved Retrofit or Approved MBCx or RCx Project, describing the project, the Authorized Project Budget, estimated energy savings, projected completion date, invoice procedures, Utility payment schedule, and a sample Project Invoice.

5. Section 1.22 of the Agreement is hereby deleted and replaced with the following:

1.22 PIP or Program Implementation Plan:

Once the Commission has approved the PIPs for implementing the Program in each Utilities' service territory, such approved PIPs shall be automatically incorporated herein and shall be appended to Exhibit J. Any subsequent changes or modifications by the Commission shall also be automatically incorporated herein and shall be appended to Exhibit J. The most recent Commission decision-approved and publicly available PIP for the Riverside/IOU Energy Efficiency Partnership Program shall be controlling, regardless of whether it has been attached.

6. Exhibit I (Riverside Project Package for RETROFIT or MBCx or RCx or New Construction), which is attached to this Second Amendment, is incorporated herein by reference and made a part of the Agreement. All references in the Agreement to Exhibit F shall hereby be references to Exhibit I for 2015 Approved Projects.

7. Section 10 of the Agreement is hereby deleted and replaced with the following:

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

10.1 Unless this Agreement is terminated pursuant to Section 23 below, the Parties shall complete all Program administrative activities (as defined by PIPs' workbooks and reporting requirements) by no later than June 30, 2016, including submission of the Final Report(s), unless otherwise agreed to by the Parties or so ordered by the Commission; provided, however that all Direct Implementation and Marketing & Outreach activities (as defined in the PIPs) must be completed no later than December 31, 2015.

8. Section 11 of the Agreement is hereby deleted and replaced with the following:

#### 11. FINAL INVOICES

11.1 All Parties must submit final invoices no later than March 31, 2016.

9. Section 18 of the Agreement is hereby deleted and replaced with the following:

18. TIME IS OF THE ESSENCE

18.1 The parties hereby acknowledges that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected to SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by December 31, 2015.

10. Section 23.1 of the Agreement is hereby deleted and replaced with the following:

23.1 Term. This Agreement shall be effective as of January 1, 2010. Subject to Section 35, the Agreement shall continue in effect until August 31, 2016 ("Term") unless otherwise terminated or extended in accordance with the provisions of Section 23.2 or 28 below.

11. In Section 24, the contact information for SCG and SCE shall be changed as follows:

**County of Riverside:**

Janet Purchase  
Economic Development Agency  
Energy Manager  
3403 10<sup>th</sup> Street, Suite 310  
Riverside, CA 92501

**SCG:**

Becky Estrella  
**Southern California Gas Company**  
Sr. Customer Program Advisor  
1981 W. Lugonia Avenue, SC 8013  
Redlands, CA 92374

**SCE:**

George P. Coronel  
Southern California Edison Company  
Program Manager  
1515 Walnut Grove Ave.  
Rosemead, CA 91770

12. General. From and after the Second 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 the First Amendment and this Second Amendment. In the event of any conflict between the Agreement, as previously amended, and this Second Amendment, this Second Amendment shall prevail. All remaining provisions of the Agreement, as amended, 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.

13. All remaining provisions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**COUNTY OF RIVERSIDE:**

**Approved as to Form:**

**GREGORY P. PRIAMOS**

**County Counsel**

Date: 2/20, 2015

By: 

**MARSHA L. VICTOR**

**Principal Deputy County Counsel**

Date: \_\_\_\_\_, 2015

**COUNTY OF RIVERSIDE:**

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

**MARION ASHLEY, Chairman**

**Board of Supervisors**

**ATTEST:**

**KECIA HARPER-IHEM**

**Clerk of the Board**

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

**Deputy**

Date: \_\_\_\_\_, 2015

**SCG:  
SOUTHERN CALIFORNIA GAS  
COMPANY**

By: 

**Name Printed: Dan Rendler**

**Its: Director, Customer Programs  
& Assistance**

Date: 2/17, 2015

**SCE:  
SOUTHERN CALIFORNIA EDISON  
COMPANY**

By: 

**Name Printed: Marc Ulrich**

**Its: Vice President,  
Customer Program & Services**

Date: Feb-10, 2015



**EXHIBIT I**

**Riverside Project Package for RETROFIT or MBCx or RCx or New Construction**

[TO BE INSERTED]

# Energy Management Solutions Incentives Application for Business Customers

SEND TO: Southern California Edison, Business Incentives  
P.O. Box 800, Rosemead, CA 91770-0800  
Fax: 626-633-3243 | E-mail: BusinessIncentives@sce.com  
Questions? 800-736-4777



**STEP 1**  
**Get Started**  
Use your SCE bill to help you complete the following sections:

1 & 2

Express Solutions 3 & 4  
 Customized Solutions 5 & 6  
 Automated Demand Response (Auto-DR) Technology Incentives (Express or Customized) 7 & 8

**STEP 2**  
**Select Your Solutions**  
Refer to the Solutions Directory and your project proposal or contractor invoice to complete the appropriate sections.

**STEP 3**  
**Submit Completed Application**  
Tell us how you want to be paid, then read and sign the Terms and Conditions and submit the completed application with required supporting documents.

9 & 10

**1 Customer Information**  
If you are an SCE customer submitting a project on your own, complete part A.  
If you are a Customer's Authorized Agent, such as a contractor or equipment installer, submitting this application on behalf of the customer, complete both parts A and B.

**A. Customer (applicant)**  
[Submitting a project on your own]

Company/Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Company/Business Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Contact Phone Number \_\_\_\_\_ Contact E-mail Address \_\_\_\_\_

**B. Customer's Authorized Agent**  
[Such as a contractor or equipment installer, submitting application on behalf of the customer]

Customer's Authorized Agent Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Customer's Authorized Agent Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Customer's Authorized Agent Phone Number \_\_\_\_\_ Customer's Authorized Agent E-mail Address \_\_\_\_\_

**2 Project Site Information**  
This section is for a single project site where qualifying solutions will be installed.  
Please refer to your SCE bill for your Service Account Number and to the Solutions Directory for Building Type Code (www.sce.com/applicationandtools).  
For more than one project site, check the Multiple Site Project box below, skip all sections through Section 3, including this one, and complete the Multiple Site/Solution Worksheet (www.sce.com/applicationandtools). Then return to this application and sign and complete Sections 9 and 10. Submit the Multiple Site/Solution Worksheet and all required documents with your completed application.

Project Name	SCE Service Account Number	Service Account Address	ZIP Code	Building Type Code	Year Built	Total Sq Ft Facility	Site Contact Name	Site Contact Phone Number	Site Contact E-mail Address
EXAMPLE Store #1234	3-000-0000-00	111 Main St.	91001	33	1950	10,000	Victor Johnson	626-555-0901	vjohnson@tdi.com
	3-000-0000-00								

Multiple Site Project

Project # \_\_\_\_\_

Express Installed  Express Pending  Customized  Auto-DR Express T1  Auto-DR Customized T1  DSM Opportunity ID \_\_\_\_\_

SCE Engineer \_\_\_\_\_ Notes (Additional Info) \_\_\_\_\_ TR \_\_\_\_\_

SCE Account Rep \_\_\_\_\_

Partnership (if applicable) \_\_\_\_\_

**FOR UTILITY USE ONLY**

Project # \_\_\_\_\_

Notes (Additional Info) \_\_\_\_\_ TR \_\_\_\_\_

Partnership (if applicable) \_\_\_\_\_

Auto-DR Express T1  Auto-DR Customized T1  DSM Opportunity ID \_\_\_\_\_





### Express Solutions: Existing Equipment Location and Description

If your project includes Express Solutions, complete the tables below.

- To avoid processing delays and ensure all eligible incentives are approved, please provide exact and detailed equipment location and description information.
- Use a separate line for each solution located in a different location at the project site (e.g., warehouse, parking lot, room #).
- To obtain a Description of Existing Equipment, refer to either your project proposal or contractor invoice.

For more than four solutions or solution locations, check the Multiple Solutions box below, skip this section and Section 4, and complete the Multiple Site/Solution Worksheet for Express Solutions ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)).

Exact and Detailed Location of Existing Equipment

Line #	Quantity	Description of Existing Equipment
1	1	Air handler unit #4
2		
3		
4		

Multiple Solutions (more than four)



### Express Solutions: New Equipment Incentive Calculations

Refer to the Solutions Directory for Solution Codes, Solution Descriptions, Incentive Amounts, and Program and Equipment Eligibility Requirements ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)). Then calculate your Express Solutions Incentive total.

For more than four solutions, check the Multiple Solutions box below, skip this section, and complete the Multiple Site/Solution Worksheet for Express Solutions ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)).

NOTE: Please read and answer the Express Solutions eligibility requirements and questions carefully before proceeding with your equipment purchase. Eligibility requirements and questions can be found in the Solutions Directory ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)).

### Express Solutions Calculation

Line # From Sec 9	Solution Code	Solution Description	Exact and Detailed Location of New Solution	Has the solution already been installed?	Date of Actual or Proposed Installation	Unit of Measure (e.g., lamp, fixture, sq ft, hp)	Number of Units Installed				Incentive \$ Per Unit	Incentive Total
							A	X	B	C		
1	EXAMPLE AC-97352	Variable-frequency drives for HVAC fans	Office roof, NE corner of building	YES* <input checked="" type="checkbox"/> NO <input type="checkbox"/>	8/27/2011	HP	1			\$80	\$80	
2				YES* <input type="checkbox"/> NO <input type="checkbox"/>								
3				YES* <input type="checkbox"/> NO <input type="checkbox"/>								
4				YES* <input type="checkbox"/> NO <input type="checkbox"/>								
											TOTAL ESTIMATED EXPRESS INSTALLED INCENTIVE	\$
											TOTAL ESTIMATED EXPRESS PENDING INCENTIVE	\$
											TOTAL ESTIMATED EXPRESS PENDING PROJECT COST	\$

Multiple Solutions (more than four)

\*If YES, please include/submit the following: 1) Invoice receipt(s) and 2) Specification sheet(s) for each installed solution(s) from vendor.



STOP If you are submitting this application for Express Solutions incentives only, stop here. Go to Sections 9 and 10 to sign and complete this application.

NEXT PAGE



### Customized Solutions

If your project includes Customized Solutions, complete the tables below.

- Refer to the Solutions Directory for Solution Codes, Solution Descriptions, and Program and Equipment Eligibility requirements.
  - To obtain a Description of Existing Equipment, refer to either your project proposal or facility audit.
  - As mandated by the California Public Utilities Commission (CPUC), effective April 17, 2012, SCE has modified equipment baseline assumptions. See the Solutions Directory's Application Check List for more information, including a list of required documentation. Contact your SCE Account Representative and/or Customer's Authorized Agent for details.
- For more than four solutions, check the Multiple Solutions box below, skip this section and Section 6, and complete the Multiple Site/Solution Worksheet for Customized Solutions ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)).

NOTE: Your Customized Solutions project must be reviewed and approved by SCE before proceeding with the removal of the existing equipment and installation of the new equipment. This application is the first step for SCE's review and approval of your project. Refer to the Solutions Directory for more information ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)).

Line #	Solution Code	Solution Description	Description of Existing Equipment
1	EXAMPLE AC-78722	Ventilation fan - VFD	Variable-frequency drive
2			
3			
4			

Multiple Solutions (more than four)

ESTIMATED PROJECT COMPLETION DATE



### Customized Solutions: Energy Savings and On-Peak Demand Reduction

For the corresponding line from Section 5, refer to your energy savings and/or on-peak demand reduction calculations from your project proposal to complete the table below.

Attach quote for estimated equipment installation costs and equipment specifications from your contractor/installation vendor and energy savings calculations with your completed application.

#### Estimated Energy Savings

Line # From Sec 5	A		B		C		D		E	
	Baseline Usage (kWh/yr)	Installed Usage (kWh/yr)	Energy Savings (kWh/yr)	Incentive Rate (\$/kWh)	Energy Savings (\$)	Energy Savings (\$)	Incentive Rate (\$/kWh)	Energy Savings (\$)	Energy Savings (\$)	Energy Savings (\$)
1	EXAMPLE 150,000	97,000	53,000	\$0.09	\$4,770					
2										
3										
4										
TOTAL										TOTAL \$

#### Estimated On-Peak Demand Reduction

Line # From Sec 5	A		B		C		D		E		F	
	Baseline On-Peak Demand (kW)	Installed On-Peak Demand (kW)	On-Peak Demand Reduction (kW)	Incentive Rate (\$/kW)	On-Peak Demand Reduction (\$)	On-Peak Demand Reduction (\$)	Incentive Rate (\$/kW)	On-Peak Demand Reduction (\$)	On-Peak Demand Reduction (\$)	On-Peak Demand Reduction (\$)	On-Peak Demand Reduction (\$)	On-Peak Demand Reduction (\$)
1	EXAMPLE 25	24	1	\$100	\$100							
2												
3												
4												
TOTAL										TOTAL \$	TOTAL \$	

TOTAL ESTIMATED CUSTOMIZED SOLUTIONS PROJECT COST \$



If you are not applying for Auto-DR Express or Customized Technology Incentives, stop here. Go to Sections 9 and 10 to sign and complete this application.

To apply for Auto-DR Express or Customized Technology Incentives, provide the following along with your completed application:

- A third-party project proposal or scope of work showing total estimated project cost and load reduction through Automated Demand Response. Project proposals must include detailed calculations for DR load (kW) reductions and detailed costs for labor, installation, and equipment.
- A controls system schematic or diagram.

Auto-DR Technology Incentives are capped at \$300 per kW reduced and cannot exceed the actual and reasonable cost for the purchase and installation of the qualifying equipment. Facility maximum kW (demand) will be based on the most recent 12 months of usage. Contact your SCE Account Representative for assistance in selecting an appropriate qualifying DR program that complements your business.

**7**

**Auto-DR Express Technology Incentives**

If your project also includes Auto-DR Customized TI solutions, skip this section, and proceed to Section 8.

Auto-DR Express Technology Incentives are based on predetermined peak demand reductions. Refer to the Solutions Directory ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)) for the Solution Codes, Solution Descriptions, Strategies, and predetermined kW reductions. For Auto-DR Express solutions, you cannot receive incentives for more than one DR solution for the same technology type (e.g., lighting controls or HVAC controls).

Line #	Solution Code	Solution Description	Strategy	Peak kW Reduction	Estimated Project Cost		
					Labor Installation (\$)	Equipment (\$)	Project Cost (\$)
1	EXAMPLE DR-78293	Lighting Controls	Fighting Controls - 20% Dimming	6.1	\$ 2,000	\$ 2,000	\$ 4,000
2							
3							
4							
				TOTAL PEAK KW REDUCTION	TOTAL ESTIMATED PROJECT COST		
				FACILITY MAXIMUM KW	AUTO-DR EXPRESS ESTIMATED PROJECT COMPLETION DATE		
					MAX INCENTIVE TOTAL		
					MAX INCENTIVE TOTAL		

Check here if you are currently enrolled in a DR Program(s) that qualifies for Auto-DR Technology Incentives

(Lesser of \$300 X Total Peak kW Reduction or Estimated Project Cost)

**8**

**Auto-DR Customized Technology Incentives**

Refer to your project proposal to complete the table below. Auto-DR Customized Technology Incentives are based on a calculated approach to peak demand reduction. For solutions listed as Auto-DR Express TI, use an equivalent Auto-DR Customized TI solution code (e.g., Lighting Controls/Switching or HVAC Controls). For more than four solutions, check the Multiple Solutions box below, skip this section and complete the Multiple Site/Solution Worksheet for Auto-DR Customized TI ([www.sce.com/applicationsandtools](http://www.sce.com/applicationsandtools)).

Line #	Solution Code	Solution Description	Strategy	Peak kW Reduction	Estimated Project Cost		
					Labor Installation (\$)	Equipment (\$)	Project Cost (\$)
1	EXAMPLE DR-98812	Chiller Controls	Limit Chiller Electric Demand	6.1	\$ 2,000	\$ 2,000	\$ 4,000
2							
3							
4							
				TOTAL PEAK KW REDUCTION	TOTAL ESTIMATED PROJECT COST		
				FACILITY MAXIMUM KW	AUTO-DR CUSTOMIZED ESTIMATED PROJECT COMPLETION DATE		
					MAX INCENTIVE TOTAL		
					MAX INCENTIVE TOTAL		

Multiple Solutions (more than four)

Check here if you are currently enrolled in a DR Program(s) that qualifies for Auto-DR Technology Incentives

Are you considering or planning on installing a distributed generation technology such as a Photovoltaic (solar) system at this site(s) within the next 18 months?  Yes  No  
 Are you considering or planning on completing an Energy Efficiency project at this site(s) within the next 18 months?  Yes  No

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### 9 Payment Information and Customer Acknowledgement

Complete the section below to let us know how you would like to be paid.

**A. FORM OF PAYMENT (Please check one)**

Incentive Check to Customer (Complete B and C.)

Utility Bill Credit to Customer (Complete G and D.)

Incentive Check to third-party Payee (e.g., contractor) (Complete B, C, and E. Note: Provide third-party Payee information in Section C.)

**B. PAYEE INFORMATION**  Check here if Payee information is same as Section 1, Part A (if Payee Customer) or Part B (if Payee is Customer's Authorized Agent). Complete below if Payee Name should be different on the Incentive check.

Payee-Customer/Business Name (Limit 35 characters)

Attention To (Name to be printed on check. Use only if required.)

Title

Company/Business Mailing Address

City  State  ZIP

Contact Phone Number

Contact E-mail Address

I understand that incentives may be subject to income tax, and if greater than \$600 could be reported to the IRS unless the payee (i.e., the party receiving the incentive) is exempt. As part of a completed application package, the payee will be required to submit to SCE a complete W-9 (Request for Taxpayer Identification Number and Certification) and CA 590 (California Withholding Exemption Certificate) to confirm their tax status. SCE could report incentives as income on IRS form 1099 based on tax status reflected on W-9 and CA-590. I understand that payees should consult their tax advisor concerning the taxability of incentives, and that SCE is not responsible for any taxes that may be imposed due to program incentive payment(s).

**D. UTILITY BILL CREDIT (IF YOU PREFER PAYMENT IN THE FORM OF A BILL CREDIT TO THE CUSTOMER OF RECORD, COMPLETE THIS SECTION)**

Service Account Number -----

Customer Account Number -----

**E. PAYMENT RELEASE AUTHORIZATION (PLEASE COMPLETE THIS SECTION IF A CUSTOMER'S AUTHORIZED AGENT IS TO RECEIVE THE CHECK)**

As the Customer, I am authorizing this payment of my incentive to the Payee named in Section 9, Part B, above, and I understand that I will not be receiving the incentive check from SCE. I also understand that my release of this payment to the Payee does not exempt me from the requirements outlined in the Application package.

Customer Name (Please Print)

Signature

Title

Date

**C. PAYEE TAX IDENTIFICATION TYPE (Please check one)**

Federal Tax ID/Employer ID Number [EIN]

Social Security Number [SSN]

Identification Number

PAYEE TAX STATUS (Please check one)

Corporation/LLC

Individual/Sole Proprietor/General Partnership

Tax-exempt/Non-profit

Exempt Reason

**Application Check List** — Required documentation to be submitted with your completed application. Refer to the Solutions Directory for an expanded Application Check List ([www.sce.com/applicationandtools](http://www.sce.com/applicationandtools)).

1. Payees (Section 9, Part B of this application) must submit a completed W-9 and CA-590. If Payee is an SCE Partnership partner, only submit a completed W-9.
2. Customer's Authorized Agents (Section 1, Part B of this application) must submit a completed Customer's Authorized Agent Agreement (learn more at [www.sce.com/contractor](http://www.sce.com/contractor)).
3. For all Projects/Solutions (Express, Customized, and Auto-DR Technology Incentives), you must submit:
  - Tax ID Information — For the party receiving incentives ("Payee").
  - Proof of Payment — Submit either an Invoice/Store Receipt, a Purchase Order, or a Lease Agreement. See below for what each must include.
  - Spec Sheets — For each solution.

**Invoice/Store Receipt must include:**

- Date of Purchase
- Full description of new equipment
- A line item that subtracts SCE's incentives amount from the Total Project Costs, when the Payee is the Customer's Authorized Agent
- Payment status (paid or payment terms)

**Purchase Order must include:**

- Date of order or delivery
- Payment terms
- Customer's (Section 1A, Part A) signature

**Lease Agreement must include:**

- Lease start date and length
- Payment terms
- Customer's (Section 1A, Part A) signature

4. For Customized Solutions, you must also provide:

Calculations in the original, editable file format — Do not include hand written calculations.

Note: Calculations are automatically attached when using the Online Application's Solutions Calculation Wizard. For a list of preferred tools for calculations, go to [www.sce.com/customized\\_solutions](http://www.sce.com/customized_solutions).

5. Additional attachments required for some solutions (e.g., air compressors for process and pumping, lighting, FC software, etc.). Review the eligibility requirements carefully.

### Applicant Agreement Regarding Program Terms and Conditions

I, the Applicant (and Customer's Authorized Agent of the Applicant, if applicable), hereby agree (the "Agreement") to the following terms and conditions to my participation in:

(1) Express Solutions Program, (2) Customized Solutions Program, and/or (3) Automated Demand Response Program (the "Programs"). The Programs are identified and further described in the appropriate attachments to the Application, and also in the 2013-2014 Express Procedures Manual for Business ([www.sce.com/express\\_solutions](http://www.sce.com/express_solutions)), the 2013-2014 Statewide Customized Offering Procedures Manual for Business ([www.sce.com/customized\\_solutions](http://www.sce.com/customized_solutions)), and the 2012 Auto-DR Technology Incentives Program Guidelines ([www.sce.com/autodr](http://www.sce.com/autodr)), as applicable.

- 1.4. Incorporation by Reference:** The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement.
- 1.5. Incorporation by Reference—SCE Participants (if applicable).** To the extent Applicant is a participant in an SCE 2013-2014 Local Government or Institutional Partnership, the following shall apply, in addition to the Application, the associated agreement to jointly deliver the applicable 2013-2014 Energy Efficiency Partnership Program between Applicant and SCE (and other California utilities where applicable) (the "Partnership Agreement") shall also be incorporated into this Agreement by this reference. Should a conflict exist between the terms and conditions of this Agreement and the Partnership Agreement (including but not limited to Section 10 of this Agreement), then the terms and conditions of the Partnership Agreement shall control with respect to such conflict.
- 2. Limitation on Funding Availability:** Each Program has limited funding and is offered on a first-come, first-served basis until funding of the Program is terminated, whichever comes first. I further understand that submission of this Application is not a guarantee of payment by SCE, nor is it a guarantee of fund availability. Upon SCE's approval of this Application and SCE's execution of a Program project agreement, if applicable to the requested Program, incentive funds will be received by SCE; however, payment of any incentive is subject to post-installation performance verification.
- 3. Changes to Program:** Funding and conditions of each Program are subject to the jurisdiction of the California Public Utilities Commission ("CPUC"), and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. I understand that if a Program is modified in any way or terminated by order of any government entity, then this Agreement shall be revised or terminated consistent with that order. In addition, SCE may suspend or terminate any agreement related to a Program without cause (and without prior written notice) if SCE determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SCE is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SCE will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph 3.
- 4. Right of Assignment:** SCE may assign any agreement related to my participation in a Program, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without my prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. I may not assign this Application, in whole or in part, or my rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.
- 5. Site Access Requirements:** The Program(s) select any require installation, meter, inspections, measurements of the performance of the project materials (referred to as "materials"), and/or verification of installation at various locations. Therefore, I agree to provide reasonable access to the project site(s) for these purposes to SCE and/or its agents, assigns, or contractors and the CPUC and/or its agents or assigns.
- 6. Authorized Services:** I understand that SCE employees, contractors and/or agents are authorized to provide only the services described in this Application for the Programs. SCE assumes no responsibility for any services, installations, improvements or equipment offered or provided to me by an SCE employee, contractor or agent other than those specified in this Application or that have not been authorized by SCE.
- 7. Release and Use of Information:** I authorize SCE to release my contact and other relevant information to SCE's employees, contractors and/or agents for purposes related to my participation in the Program(s). I further authorize SCE's employees, contractors and agents to contact me with regard to the initiation, performance, maintenance, and/or verification of any of the terms and conditions of the applicable Program(s).
- 8. Calculation of Energy Savings:** SCE will not pay incentives for any energy savings in excess of the actual annual amount of my electricity usage at each SCE service account for which incentives are requested.

#### MUST BE COMPLETED BY APPLICANT

- By checking this box, I confirm that I will have used a license contractor, where applicable, and will have obtained all required permits for this installation.
- I hereby acknowledge the following (check ONLY ONE of the following options):
  - I am SELF-ADMINISTERING this project. Upon project approval, if applicable to requested Program(s), I intend to enter into an agreement with SCE for delivery of energy savings and/or demand reduction resulting from the installation of energy efficiency and demand response solutions at the project site listed in Section 2 of this Application.
  - I have entered into a contract with the Customer's Authorized Agent indicated below for the installation of energy efficiency and/or demand response solutions at the project site listed in Section 2 of this Application, applicable to requested Program(s); my Customer's Authorized Agent is authorized to enter into the necessary agreements with SCE for delivery of energy savings and/or demand reduction resulting from the installation of these solutions at the project site. I understand that: (i) SCE makes no warranty or representation about the Customer's Authorized Agent's qualifications; (ii) I am solely responsible for selecting the Customer's Authorized Agent to implement the project on my behalf; (iii) that the Customer's Authorized Agent is an independent contractor and not authorized to make any representation on behalf of SCE; and (iv) that SCE will have no role in resolving any disputes between me, the Customer's Authorized Agent and/or any other third parties. I further authorize all contracts and correspondence to be sent directly to the Customer's Authorized Agent specified below.

**17. Verification and Certification:** I affirm that I am authorized to enter into this Agreement and that I have read, understood, and agree to all of its specific terms, conditions and other requirements and restrictions set forth in this Agreement for use of the Programs selected in this Application for my participation. I certify that the information I have provided in the Application that accompanies this Agreement is true and correct, and the project(s) for which I am requesting Program funding incentive(s) all applicable requirements as set forth in this Application. Furthermore, I understand and agree that I meet all eligibility requirements for participation in the Program(s) for which I am applying. SCE reserves the right to request additional information to verify Applicant's eligibility to participate in the Program(s).

Customer Name (Please Print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Customer's Authorized Agent Name (Please Print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Facsimile Signature: Copies of Applicant's signed signature page may be transmitted to SCE by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals.  
NR-405-V7-0113

**Owner Information**

Company Name \_\_\_\_\_  Signatory Authority / Payee

Owner Contact \_\_\_\_\_ Contact Title \_\_\_\_\_

Phone Number \_\_\_\_\_ Extension \_\_\_\_\_ Phone Number \_\_\_\_\_ Extension \_\_\_\_\_ E-mail \_\_\_\_\_

Federal Tax ID or SSN \_\_\_\_\_ Tax Status \_\_\_\_\_ Exempt Reason \_\_\_\_\_ SCE Local Government/Statewide Partnership Name, if applicable \_\_\_\_\_

Same as Owner **Owner's Representative Information**

Representative Company Name \_\_\_\_\_  Signatory Authority / Payee

Representative Contact \_\_\_\_\_ Contact Title \_\_\_\_\_

Phone Number \_\_\_\_\_ Extension \_\_\_\_\_ Fax Number \_\_\_\_\_ Extension \_\_\_\_\_ E-mail \_\_\_\_\_

**Project Information**

Project Name - Location \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_ % Performance Better than I24 \_\_\_\_\_

Project Site Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Building Description/Type \_\_\_\_\_ Bldg Type \_\_\_\_\_ Gross FIP \_\_\_\_\_ Conditioned FIP \_\_\_\_\_ FNAICS (SCE Only) \_\_\_\_\_

**Project Bonuses**  Green Certification (LEED, etc.)  Measurement & Verification  Enhanced Commitment  Parking Lot Lighting

**Special Measures**  \_\_\_\_\_

**Proposed Design Energy Savings Estimate**

Product ID	Total kWh	Total kW	Total Therms	Calculated kWh \$	Calculated kW \$	Calculated Therm \$	Calculated Total \$
							\$0.00
<b>Total Savings:</b>	0.0	0.00	0.0			<b>Total Incentive:</b>	\$0.00

Signature \_\_\_\_\_  
**Kyle Landis**  
Name \_\_\_\_\_  
**Program Engineer, New Construction Services**  
Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_  
**Saad George**  
Name \_\_\_\_\_  
**Program Engineer, New Construction Services**  
Title \_\_\_\_\_ Date \_\_\_\_\_



#### TERMS AND CONDITIONS:

This Agreement is entered into by Southern California Edison (hereafter referred to as "Utility") and the Owner (as indicated herein). This Agreement is a one-time offer to provide design assistance and a financial incentive to the Owner for participation in the 2010-2012 Savings By Design for Partnerships Program ("Program") pursuant to the terms and conditions outlined herein and in the Savings By Design Program Documents ("Program Documents"). The Program Documents are incorporated into this Agreement by reference and include the 1) Savings By Design brochure, and the 2) 2010-2012 Savings By Design Participant Handbook, which have been provided to the Owner. This Agreement makes reference to that certain agreement (or memorandum of understanding, as applicable) to jointly deliver the 2010-12 Energy Efficiency Partnership Program applicable to the Parties (the "Partnership Agreement"). To the extent incentive rates and/or incentive caps for Savings By Design Program for Partnerships are set forth in such Partnership Agreement, then such incentive rates and/or incentive caps shall apply to this Program; otherwise, the incentive rates and/or caps in the Program Documents shall apply.

Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon Utility's execution of this Agreement. This incentive offer is subject to the availability of authorized funds. This Agreement is valid for forty-eight (48) months from the date Utility executes this Agreement. Utility will deliver an executed copy of this Agreement to the Owner after acceptance and execution by Utility. Utility reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation. Utility reserves the right to modify or discontinue this Program without prior notice at its discretion, or by order of the California Public Utilities Commission ("CPUC"). Payment of the incentives shall be made to the Owner only after all program requirements are met and upon verification of installation by a Savings By Design Program Representative.

#### ELIGIBILITY:

- \* To be eligible for incentives under this Program, Owner's project must be nonresidential new construction or renovation/remodel located within SCE's service territory.
- \* Owner must install the energy-efficient equipment or system(s) specified in the "Proposed Design Energy Savings Estimate" section of this agreement (the "Proposed Design") which at minimum exceeds Title 24 standards or a generally-accepted industry standard for energy efficiency.
- \* Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.
- \* Energy savings, and incentives based on those savings, will be based on energy efficiency improvements beyond the minimum, currently in effect, Title 24 requirements, where applicable.
- \* Specific restrictions apply to each energy efficiency system, as outlined in the Program Documents.
- \* To be eligible for incentives under this Program, Owner agrees that they will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.

#### OWNER AGREES TO:

- \* Install and operate the Proposed Design in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
- \* Provide Utility with Title 24 compliance documentation plus any other documentation needed to establish the performance of systems selected. Owner agrees to provide Utility with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives.
- \* Provide manufacturer's specification sheets to Utility prior to the payment of the incentive. Also, upon request, Owner agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 75 percent of the incremental costs associated with the purchase/installation of the energy efficient technologies.
- \* Accept as final authority, Utility's determination of the incentive amount.
- \* Allow Utility and CPUC representatives reasonable access to Owner's project site to inspect and verify installation and operation. Owner understands that said inspection and verification is not an electrical safety inspection.
- \* Owner shall indemnify, defend, and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation, or strict liability is caused by or in any way connected with Owner's performance of this Agreement. Owner shall, at Utility request, provide a defense against any claim covered by this indemnity.

- \* Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. Owner agrees to fully cooperate with the study team if asked to participate.
- \* In no instance shall Utility be liable for any incidental, special, or consequential damages as a result of this Agreement.
- \* Furthermore, Owner understands that Utility makes no representations and warranties as to proper installation, product endorsement, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paid. Owner agrees not to make any such representations and warranties to third parties and agrees to indemnify Utility in the event said representation and warranties are made to third parties. Owner further acknowledges that any incentive paid is funded through Procurement Energy Efficiency Balancing Account (PEEBA) from California ratepayers and that said incentives are intended for the benefit of customers of California utilities.
- \* Owner consents to Utility's assignment of all Utility rights, duties, and obligations under this Agreement ("Duties") to the CPUC or its designee. Such assignment shall relieve Utility of all Duties arising under this Agreement. Other than such assignment by Utility, neither Party shall assign its right or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the Owner may be required to provide additional information if requested by Utility.
- \* Owner agrees that Utility will receive the energy benefit for which the Owner incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. Owner agrees that if 1) Owner does not provide Utility with 100 percent of the related benefits specified in the application, for a period of five years from the receipt of the incentive, or 2) the energy benefit to Utility ceases (for example, if Owner's company stops using the equipment or no longer pays the Procurement Energy Efficiency Balancing Account (PEEBA), Owner will return to Utility the prorated portion of the Owner incentive dollars based on the actual period of time for which Owner provided the energy benefit.

**TAX LIABILITY:**

Incentives may be taxable and will be reported by Utility to the IRS unless Owner qualifies under an exempt status. Utility will report the incentive as income to Owner on IRS Form 1099 unless Owner has established that they qualify for an exempt tax status as indicated on this Agreement. Owner is urged to consult a tax advisor concerning the taxability of incentives. Utility is not responsible for any taxes that may be imposed due to incentive payments.

THE UTILITY MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES REGARDING THE DESIGN, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN, OR THE BENEFITS TO BE DERIVED FROM THE INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE UTILITY HAS AUTHORITY TO BIND THE UTILITY TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY UNLESS EXPRESSLY MADE AND AGREED TO IN WRITING BY THE UTILITY.

By execution of this Agreement, Owner certifies that Owner meets all the program eligibility requirements and that the information supplied on this Agreement is true and correct. Owner certifies that Owner has read and understands the Program Documents and agrees to abide by Program rules and requirements set forth in the Program Documents. To be valid, this Agreement must be signed by all parties prior to December 31, 2012.

The parties below, independently certify that they are authorized on behalf of the Owner or Utility, to execute this Agreement.

In-witness whereof, the parties have executed this Agreement as of the date last set forth below.

<p>_____ Company</p>  <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p>	<p style="text-align: center;"><b>Southern California Edison</b></p> <p>_____ Company</p>  <p>_____ Signature</p> <p style="text-align: center;"><b>Gene Rodrigues</b></p> <p>_____ Name</p> <p style="text-align: center;"><b>Dir. DSM Strategy, Portfolio Oversight, Tech Sup</b></p> <p>_____ Title</p>
<p>_____ Date</p>	<p>_____ Date</p>

**EXHIBIT J**

**PROGRAM IMPLEMENTATION PLAN**

**[To Be Attached]**

**2013-2014 Energy Efficiency Programs  
Local Government Partnership Program  
Program Implementation Plan**

- 1) **Program Name:** Riverside County Partnership  
**Program ID Number:** SCG3744  
**Program Type:** Local Government Partnership
  
- 2) **Program Element Description and Implementation Plan**

Southern California Edison (SCE) and the County of Riverside continue to implement the Riverside County/SCE/SoCalGas Energy Efficiency Partnership Program for the 2013 - 2014 program years. Southern California Gas Company (SoCalGas) is committed to participating in the program. This new partner brings additional resources to expand the county's efforts to enhance electric and gas energy efficiency projects through state-of-the-art new construction and retrofits of existing buildings. This partnership interlocks with the goals, objectives, and strategies articulated in the CLTEESP.

This is a collaborative effort between utility program managers, county facility managers and other internal organizations. The partnership's goal is to build an infrastructure that delivers cost-effective energy efficiency projects and provides a comprehensive outreach and education element with the goal of raising partner and customer awareness about the benefits of energy efficiency. The partnership's commitment to success during the 2006-08 program cycle was demonstrated by the implementation of major projects that exceeded title 24 standards.

Projects will adopt a comprehensive approach by including retrofits and three DSM alternatives to include: demand-response, distributed generation (renewable self-generation), solar hot water and water efficiency as applicable.

a) List of program elements

- 1 Deep retro-fit (HVAC, lighting, Emerging Technology, boilers, water heaters, others)
- 2 Retro-Commissioning and Monitoring-Based Commissioning
- 3 Energy Efficiency Education and Best Practices Development and Training
- 4 New Construction and Design Assistance (SBD)
- 5 Emerging Technologies
- 6 Integration with Demand Response and other DSM Services
- 7 Funding Sources: e.g. On-Bill Financing, Grants etc
- 8 Coordination with other IOU Program Offerings (core programs, solar, water and others)
- 9 Policy Assistance: Energy Policy

b) Overview:

1) Deep Retrofit Program

The Retrofit projects in this program will be implemented by the County of Riverside through contracts with contractors and engineering consultants. The partnership has identified potential projects from facility assessments and has a data set of projects that served as a basis for implementation. This data set provides valuable planning information to determine incentive levels, incentive payment structure, budget forecasts, and to establish the implementation strategies and schedules.

2). Retro-Commissioning (RCx) / Monitoring-Based Commissioning (MBCx)

This element of the program is a continuation of a unique approach to obtaining savings that combines the expertise of county staff, utilities and subcontractors. Through these resources, a systematic, comprehensive RCx program will be implemented in existing facilities. It will provide a cost-effective approach to achieving optimized operating facilities, saving both electric and gas energy, reducing operating cost and improving occupant comfort.

3). Energy Efficiency Education and Best Practices Development and Training

The partnership will facilitate education and training for facility and maintenance personnel. The education and training element will support the outreach and education initiatives as articulated in the County's Energy Policy. There will be a venue for those individuals responsible for managing energy to share information and experiences related to facility operations, to gain knowledge of industry best practices in energy efficiency management, and successful project implementation, among other issues. The strategy for the education and training element is to leverage the resources of IOU technology centers and develop curriculum that will address the specific needs of the partner. Lastly, this partnership will seek opportunities to improve project coordination and communication to strengthen the relationships amongst the partners.

4). New Construction and New Construction Design Assistance

As with retrofits, the county has a stated desire to implement more efficient and sustainable measures in new construction projects. In practice, however, budgetary constraints often prevent this. The partnership's incentives, together with the visibility and upper-level management commitment the partnership brings, increases the ability of the county's energy manager to see these desires actually met. The partnership will work closely with design teams of future projects, both large and small, to implement energy efficiency, load management, and renewable energy to the maximum extent feasible.

5). Emerging Technologies

The partnerships may also pursue opportunities to facilitate the installation of emerging technologies. The partnerships may assist in these ongoing operations by providing applicable incentives and technical aid for installing emerging technologies to facilitate the technology to be adopted in market.

6). Integration with Demand Response and other DSM services

Demand response programs provide tariff-based benefits to customers implementing demand response activities. For demand response initiatives involving the purchase and installation of equipment by SCE business customers, a plan to provide a financial incentive for the energy savings resulting from the equipment through the partnership program will be developed.

The partnership will look for opportunities to integrate demand response and other DSM services into the program implementation plan. Resources will be leveraged to improve implementation efficiency and reduce transactional impacts on partnership staff. IOU energy efficiency and demand response (EE/DR) program staff will collaborate with partners to conduct comprehensive audits and identify energy efficiency measures as well as demand response opportunities. The approach will reduce technical resources by combining EE/DR audits to avoid duplication, collaborate on incentive offerings and will minimize customer interruptions.

The partners will endeavor to identify facilities or aggregation of facilities under a service account to establish the opportunities for DR participation that will meet the program eligibility of a 30 kW minimum demand response opportunity per service account.

The partnership will also assist, where applicable, facility management staff that are interested in solar technology and will provide recommendations in facility operations through energy audits to improve its facilities with less costly EE/DR measures prior to implementing more costly solar technologies.

#### 7). Funding Source

The utilities will work with the County of Riverside internal program staff to allocate appropriate partnership incentives for qualified projects and collaborate with all applicable DSM programs to ensure that agencies can include incentive information in the life cycle cost analysis to support the financing request, where applicable. County's legal staff has denied the use of On Bill Financing. County has developed a revolving energy fund which will be used to fund qualified projects.

#### 8). Coordination with other IOU Programs

The partnership will be utilized as a "portal" to other IOU energy programs such as the California Solar Initiative, Self-Generation Incentive Program, and Demand Response, as well as related agricultural, water efficiency, green building programs, and others as appropriate. These other IOU departments/programs will be engaged in and active in the process of identifying opportunities and working with the Partnership team to ensure an integrated and smooth process.

#### 9). Policy Assistance: Energy Policy

Support the County in drafting a formal Energy Policy/Plan for County facilities. Plan may include adopted procedures for implementation, maintenance, purchasing, Codes & Standards, information about AB811, and AB32 and others. County has not yet indicated they were moving to formalize this process/plan, however, the Partnership will encourage them to do so and will provide technical and administrative support to build a sound

energy plan. (Note: County has a formal Energy Policy, as well as a Sustainable Building Policy and Environmental Purchasing Policy. The County's Climate Action Plan and GHG Inventory will be sent to the Board for approval on 6/5/12.)

c) Non-Incentive Services:

Non-incentive services for the 2010 - 2012 Riverside County /SoCalGas/SCE Partnership will include integrated audits not only for County operated buildings, but also for the different county departments that Energy Management serves, or may have influence on. Examples include: , Sheriff, Fire, Regional Medical Center, Department of Public and Social Services, Community Health Agency, Economic Development Agency, Animal Services Department, Public Housing, (not part of the County of Riverside). These audits will be identified through the partnership and will include RCx, retro-fit, Demand Response opportunities, emerging technologies, solar or self generation and others.

In addition to the audits, other non-incentive services will include any training or education services provided by the IOUs to County staff, utilizing SCE CTAC facility, and on-site training as appropriate.

In addition, any grants or other State Funding the County may be eligible for, for energy efficiency projects will be pursued, and the Partnership will assist with these alternate funding sources as much as possible. County has implemented a revolving energy fund that will be used to fund energy efficiency projects.

d) Target audience:

The Partnership will primarily target Riverside County owned and or operated buildings. The target audience will be wide sweeping internally to the County because of the joint efforts of the Partnership to expand to other County departments under the leadership of Energy Management. Additionally the outreach will focus on building engineers, managers etc, to promote and maintain energy efficiency installations at all County facilities. County leadership (Department heads, County Counsel, Board of Supervisors, etc) will also be targeted through outreach efforts, to assist with County adoption of energy efficiency measures and promotion of the Partnership.

e) Implementation:

The implementation plan for this program cycle will include the continuation of activities implemented in the 20010 - 12 SCE /County of Riverside Partnership program. The partnership will apply the lessons learned from the current partnership as well as from other local and statewide partnership programs.

SCE will retain the overall administration of the partnership program. The partnership will work together to establish funding guidelines for various projects, sharing technical expertise, and implementing projects. The partnership also will coordinate the use of the County's own resources and total program resources to identify and develop projects, manage individual projects, and track costs and savings, however project decisions will continue to be made by the management team on a partnership level.

### Program Management Structure

The program will continue to be administered by a management team, consisting of representatives from the County of Riverside, SCE, and SoCalGas, will track project progress and keep the lines of communication and information flowing. The management team will set overall program policy and ensure that the program stays on plan throughout its life cycle, and will meet roughly every two weeks. Subcommittees or "teams" made up of members of the management team and other representative will perform the detailed work associated with the program elements, and make recommendations to the management team for action. This will potentially include retrofit, retro-commissioning, new construction, and training & education as well as coordinated activities with other demand-side management programs such as demand response (DR), California solar initiative (CSI), and emerging technologies (ET). The team will be providing a more coordinated and integrated approach and will increase the penetration of energy efficiency and avoid lost opportunities.

### 3. Program Element Rationale and Expected Outcome

#### a) Quantitative Baseline and Market Transformation Information

	Baseline Metric		
	Metric A	Metric B	Metric C
Program/Element	N/A	N/A	N/A

Refer to the overarching PIP section

#### b) Market Transformation Information

Program/Element	Market Transformation Planning Estimates	
	2013	2014
Metric A	N/A	N/A
Metric B	N/A	N/A
Metric C	N/A	N/A
Etc.	N/A	N/A

Refer to the overarching PIP section

#### c) Program Design to Overcome Barriers:

One of the main barriers to participation is getting a proven executable process in place for identification, purchasing and implementation of projects within the County. In addition, funding has been, and may continue to be a barrier to participation. The Partnership plans on overcoming these barriers by continuing the foundation made in the 2010-12 program which includes regular status/Partnership meetings, meeting with



contractors and vendors, and recently, the buy in and participation from County project managers working on construction and design projects in the County. The Partnership has been able to participate in County construction projects early in the planning stage, to ensure the most efficiency energy designs and equipment are implemented, and the construction costs are able to be offset by Partnership incentives, which will be used to fund additional County projects, via the recently-implemented revolving energy fund.

The Partnership may also provide flexibility in incentive structure and may reduce the actual measure incentive to cover additional engineering services and costs provided to the County through the Partnership (e.g. pay additional engineering costs to ensure project is implemented, but this may affect the total incentives available for the project due to cost-effectiveness considerations). Up-front, or advanced incentive payment structure may also be employed in this cycle, providing the County with a percentage of the actual project incentive dollars in advance of the actual installation of equipment, so that the County can use the incentive dollars to procure equipment, or hire contractors to do the installation of approved measures.

d) Quantitative Program Objectives:

<b>RIVERSIDE COUNTY PARTNERSHIP: County Facilities</b>		
<b>Program Name</b>	<b>Program Target by 2013</b>	<b>Program Target by 2014</b>
<b>EE/DR Audits</b>	Ensure 100% of all audits are coordinated EE/DR efforts if applicable. Promote EE opportunities first, in order to correctly assess and implement DR reduction potential.	Ensure 100% of all audits are coordinated EE/DR efforts if applicable. Promote EE opportunities first, in order to correctly assess and implement DR reduction potential.
<b>Lighting, Boiler, Water Heater and HVAC Retrofits</b>	Utilize Partnership activities and completed audits to identify and implement retrofit measures. Lighting retrofits may account for 20% of all retrofit opportunities, and HVAC may account for 60% and the remaining 20% would be "other" (e.g. vending misers, software controls, etc). Retrofits will account for energy savings of 680,859 kWh and 20 kW. 25% of therm savings will come from space heating boiler, and domestic hot water retrofits.	Utilize Partnership activities and completed audits to identify and implement retrofit measures. Lighting retrofits may account for 20% of all retrofit opportunities, and HVAC may account for 60% and the remaining 20% would be "other" (e.g. vending misers, software controls, etc). Retrofits will account for energy savings of 680,859 kWh and 20 kW. 25% of therm savings will come from space heating boiler, and domestic hot water retrofits.
<b>RCx and MBCx</b>	Identify County buildings for possible RCx/MBCx/PBx opportunities, secure RCx/MBCx/PBx vendors and being Investigation process for	Identify County buildings for possible RCx/MBCx/PBx opportunities, secure RCx/MBCx/PBx vendors and being Investigation process for implementation. RCx has not yet been

<b>RIVERSIDE COUNTY PARTNERSHIP: County Facilities</b>		
<b>Program Name</b>	<b>Program Target by 2013</b>	<b>Program Target by 2014</b>
	implementation. RCx has not yet been implemented in County buildings, however, as opportunities are identified, the Partnership will pursue this energy savings approach. RCx/MBCx/PBx will account for energy savings of 200,000 kWh and 5 kW	implemented in County buildings, however, as opportunities are identified, the Partnership will pursue this energy savings approach. RCx/MBCx/PBx will account for energy savings of 200,000 kWh and 5 kW
<b>New Construction</b>	Communicate Integration Strategy between internal departments, offerings and incentive structure. Riverside County has many New Construction projects identified for potential completion within the 2010 - 2012 Partnership cycle. New Construction will account for the majority of projects for this Partnership. The Partnership has earmarked budget and expected kWh/kW savings for remodeling projects and some new buildings anticipated within the cycle (libraries, Sheriff's Stations, etc). Energy savings from New Construction will account for 1,800,000 kWh and 450 kW	Communicate Integration Strategy between internal departments, offerings and incentive structure. Riverside County has many New Construction projects identified for potential completion within the 2010 - 2012 Partnership cycle. New Construction will account for the majority of projects for this Partnership. The Partnership has earmarked budget and expected kWh/kW savings for remodeling projects and some new buildings anticipated within the cycle (libraries, Sheriff's Stations, etc). Energy savings from New Construction will account for 1,800,000 kWh and 450 kW
<b>Education and Outreach</b>	Utilize CTAC and other existing resources for training and education of County staff, specifically on EE and DR integration and benefits of RCx.	Utilize CTAC and other existing resources for training and education of County staff, specifically on EE and DR integration and benefits of RCx.
<b>California Solar Initiative: CSI</b>	Implement communication plan for ensuring partners have been educated on solar potential of County buildings. Possibly target new construction projects for solar technology	Implement communication plan for ensuring partners have been educated on solar potential of County buildings. Possibly target new construction projects for solar technology

e) **Other Program Element Attributes**

- a) **Best Practices:** The Partnership will continue lessons learned from previous partnership cycles. Lessons learned about timeline, implementation, monitoring and reporting will be applied to the current cycle to capture efficiencies and streamline processes.

Additionally, the communication process and teamwork approach best-practices will continue to be implemented and improved upon in the next cycle, so that all stakeholders share responsibilities, risk and reward.

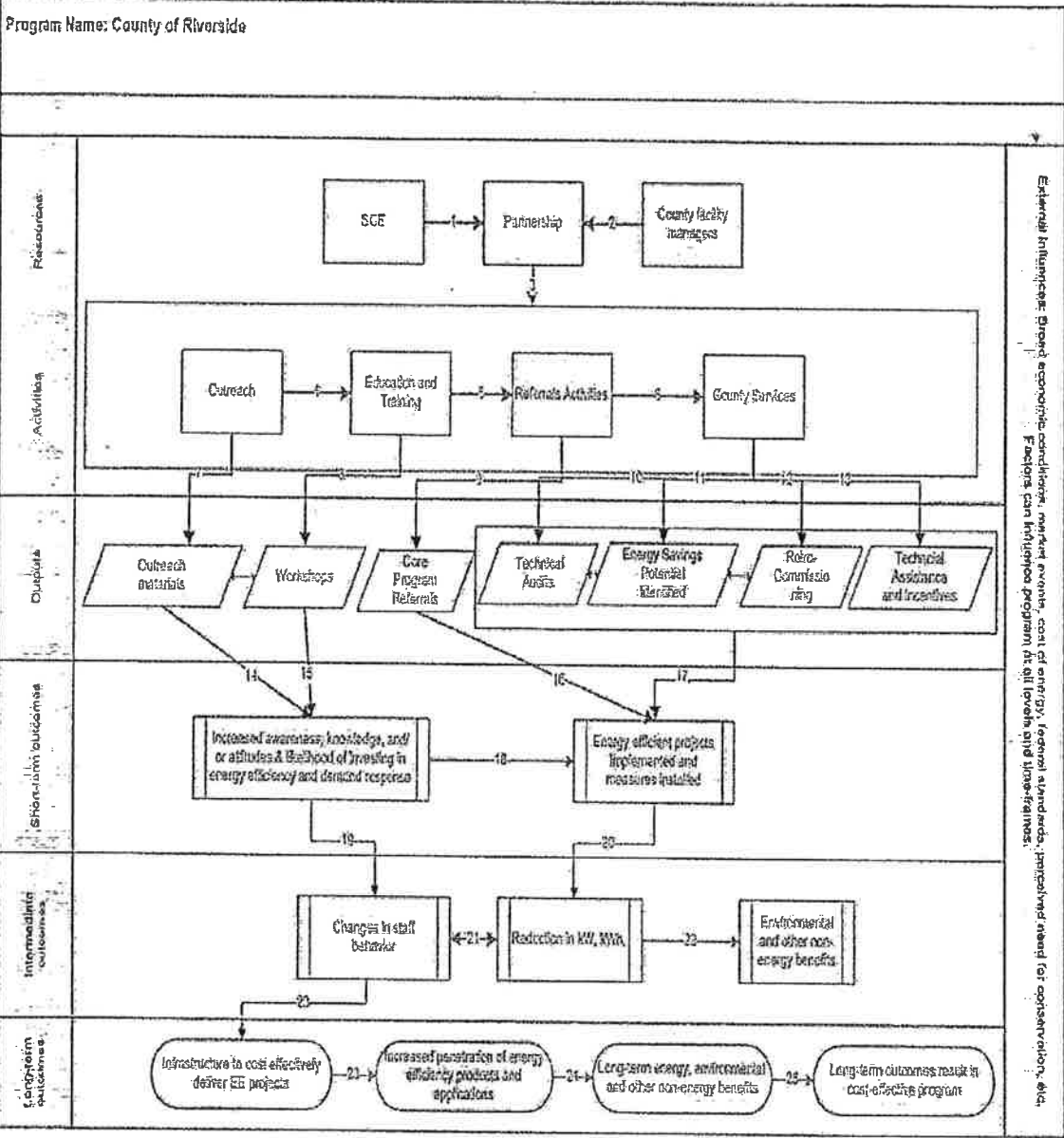
- b) Innovation: Referenced in Master PIP 6d.
- c) Interagency Coordination: Referenced in Master PIP 6e.
- d) Integrated/coordinated Demand Side Management: The partnership will continue integration to other IOU energy programs such as the demand response, solar initiative, and self-generation programs, as well as related agricultural, water efficiency, and green building programs. Demand response programs provide tariff-based benefits to customers implementing demand response activities. For demand response initiatives involving the purchase and installation of equipment by SCE business customers, a plan will be developed to provide a financial incentive for energy savings resulting from the equipment supplied through the partnership program. The partnership will look for opportunities to integrate demand response and other DSM services into the program implementation plan. Resources will be leveraged to improve implementation efficiency. IOU energy efficiency and demand response program staff will collaborate with partners to conduct comprehensive audits and identify energy efficiency measures and demand response opportunities. The approach will reduce technical resources by combining EE/DR audits to avoid duplication and collaborate on incentive offerings which will all minimize customer interruptions.
- e) Integration across resource types (energy, water, air quality, etc): Fully covered under Section 4.
- f) Pilots: Currently, there have not been any pilot projects incorporated into the Partnership, however, any future opportunities for innovative or market-transforming pilots will be considered, and agreed upon by all parties in the Partnership. Pilot initiatives could include resource and/or non-resource activities as prescribed by the CPUC
- g) EM&V: The utilities are proposing to work with the Energy Division to develop and submit a comprehensive EM&V Plan for 2013 - 2014 after the program implementation plans are filed. This will include process evaluations and other program-specific studies within the context of broader utility and Energy Division studies. More detailed plans for process evaluation and other program-specific evaluation efforts cannot be developed until after the final program design is approved by the CPUC and in many cases after program implementation has begun, since plans need to be based on identified program design and implementation issues.
- f) **Partnership Program Advancement of Strategic Plan Goals and Objectives**

Table 5<sup>1</sup> California Long-Term Energy Efficiency Strategic Plan Implementation:

<p>1-1: Develop, adopt and implement model building energy codes (and/or other green codes) more stringent than Title 24's requirements, on both a mandatory and voluntary basis; adopt one or two additional tiers of increasing stringency.</p>	<p>Partnership will work with Riverside County policy makers to adopt and implement building or new construction goals that exceed Title 24 requirements by a percentage determined by the County (e.g. all new construction in the County will be more than X% above T24)</p>
<p>1-2: Establish expedited permitting and entitlement approval processes, fee structures and other incentives for green buildings and other above-code developments.</p>	<p>Not expected to be influenced by Partnership activities, however the Partnership is supportive of the County's role in any permitting or expedited approval policy for green building.</p>
<p>1-3: Develop, adopt and implement model point-of-sale and other point-of-transactions relying on building ratings.</p>	<p>Not expected to be influenced by Partnership activities, however the Partnership is supportive of the County's role in any permitting or expedited approval policy for green building.</p>
<p>1-4: Create assessment districts or other mechanisms so property owners can fund EE through city bonds and pay off on property taxes; develop other EE financing tools.</p>	<p>Not expected to be influenced in the Riverside County/SoCalGas/SCE Partnership.</p>
<p>1-5: Develop broad education program and peer-to-peer support to local governments to adopt and implement model reach codes</p>	<p>Develop information campaign on mechanics and benefits of model programs targeting local gov't decision-makers and community leaders and Board of Supervisors.</p>
<p>1-6: Link emission reductions from "reach" codes and programs to ARB's AB 32 program</p>	<p>CARB adopts regulation providing local gov't emission reduction credit for "reach" standards          • State Attorney General and Office of Planning &amp; Research provide guidance on using CEQA authority to target energy and GHG savings in LG development authority</p>
<p>2-2: Dramatically improve compliance with and enforcement of Title 24 building code, and of HVAC permitting and inspection requirements (including focus</p>	

<sup>1</sup> This table includes a subset of CEESP local government chapter strategies that pertain especially to local government actors. Statewide coordination-related strategies should be discussed in the Strategic Plan portion of the Testimony. This table should be addressed in the master PIP by IOU territory but need not be repeated in local partner PIPs.

on peak load reductions in inland areas).	
2-3: Local inspectors and contractors hired by local governments shall meet the requirements of the energy component of their professional licensing (as such energy components are adopted).	
3-1: Adopt specific goals for efficiency of local government buildings, including:	Implement local policies for LEED new construction and existing buildings.
3-2: Require commissioning for new buildings, and re-commissioning and retro-commissioning of existing buildings.	Develop a program to track municipal energy usage, such as through energy management software and benchmarking of municipal facilities. Set up a utility manager computer program to track municipal usage. Identify need to sub-metering to plan, budget and manage bills. Benchmark existing buildings against ratings such as Energy Star and its Portfolio Manger  Continue commissioning programs on selected high-use buildings
3-4: Explore creation of line item in LG budgets or other options that allow EE cost savings to be returned to the department and/or projects that provided the savings to fund additional efficiency.	Revolving Energy Fund established August of 2010
3-5: Develop innovation Incubator that competitively selects initiatives for inclusion in LG pilot projects.	
4-1: LGs commit to clean energy/climate change leadership.	Assist initial set of local governments in commitments; develop and communicate appropriate messages.
4-2: Use local governments' general plan energy and other elements to promote energy efficiency, sustainability and climate change.	Help County develop Energy Plan, and implement elements of the plan in County buildings. • Leaders among local governments adopt policies in General Plan elements. • Publicize to other local Governments. Climate Action Plan and GHG Gas Inventory completed as part of an update to the County's General Plan— June 2012.
4-4: Develop local projects that integrate EE/DSM/water/wastewater end use	Initiative.
4-5: Develop EE-related "carrots" and "sticks" using local zoning and	Not expected to be influenced in the Riverside County/SoCalGas/SCE



**EXHIBIT K**

**2015 Goals & Budget**

**[To Be Inserted]**

EXHIBIT K

**SOUTHERN CALIFORNIA GAS COMPANY  
2013-2015 GOALS & RIVERSIDE COUNTY BUDGET**

**Natural Gas Savings Target:**

	2013	2014	2015	3-year Total
SCG	40,000 Therms	40,000 Therms	40,000 Therms	120,000 Therms

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

**2013-2015 SCG Riverside County Partnership Budget**

2013-2015 Riverside County Total Non-Incentive Budget <sup>1</sup>	\$435,793
SCG Incentive From SCG Core Programs <sup>2</sup>	\$120,000
<b>SCG Authorized Budget</b>	
SCG Administrative Other	\$165,914
SCG Administrative Overhead	\$20,752
Total Utility Authorized Budget	\$186,666
Riverside County Authorized Budget	\$249,127
<b>2013-2015 Total Non-incentive Program Budget</b>	<b>\$435,793</b>

**Projected Allocations for Riverside County Authorized Budget \$249,127**

	2013	2014	2015
Administration	-	-	
Marketing & Outreach	\$7,500	\$7,500	\$7,300
Direct Implementation	\$76,490	\$76,490	\$73,847
Incentive <sup>(1)</sup>	\$40,000	\$40,000	\$40,000

<sup>1</sup> 2015 Budget was approved by the CPUC to be the third year of the 2013-2014 Program. Unspent funding from 2013-2014 may be used with the 2015 approved budget.

<sup>2</sup> 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.