

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 9/9/14
 Departmental Concurrence

605



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

FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:

September 30, 2014

SUBJECT: Approval of Electronic Data Interchange (Bill) Invoicing Agreement with Southern California Edison, All Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Electronic Data Interchange (Bill) Invoicing Agreement with Southern California Edison ; and
2. Authorize the Chairman of the Board of Supervisors to execute the Agreement.

**BACKGROUND:
 Summary**

The Economic Development Agency (EDA) is seeking to implement electronic billing as a way of generating savings from the process of paying utility bills.

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 <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A
 Budget Adjustment: No
 For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: September 30, 2014
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: 3-26 of 8/10/10, 3-33 of 2/3/09 | District: All | Agenda Number:

A-30
 4/5 Vote
 Positions Added
 Change Order

3-13

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

Economic Development Agency/Facilities Management

FORM 11: Approval of Electronic Data Interchange (Bill) Invoicing Agreement with Southern California Edison, Ongoing, All Districts [\$0]

DATE: September 30, 2014

Page 2 of 2

BACKGROUND:

Summary (continued)

Using a third-party translation service and the department's EnergyCAP software, EDA has the ability to receive utility bills electronically from Southern California Edison (SCE), Southern California Gas Company (SCG) and Riverside Public Utilities (RPU). Almost half of all utility bills paid by the EDA come from these three utility service providers. EDA has chosen SCE to serve as the pilot utility for implementing electronic billing. SCE offers electronic billing at no cost. To begin this process, the county needs to enter into an Electronic Data Interchange (Bill) Invoicing Agreement with Edison.

This request is consistent with the goals of the Safeguard County of Riverside Against Preventable Expenses (SCRAPE) program, approved by the Board of Supervisors in February of 2009 (Item 2-33). One of the areas identified for potential savings in the SCRAPE program was utilities. Other energy and cost savings achieved using EnergyCAP are:

- a) **Utility Bill Auditing:** All utility bills under EDA's responsibility are audited through EnergyCAP. In the first 15 months of usage, this function saved the county over \$133,000 by identifying utility bill errors or resolving bills with high usage or cost. These savings exceeded the initial cost of EnergyCAP by 113%.
- b) **Accounts Payable Upload:** In March of 2012, EDA implemented the use of the Accounts Payable Upload feature in EnergyCAP. This reduced labor costs from data entry by uploading utility bills directly to PeopleSoft from Energy CAP for payment. This resulted in \$20,000 of labor savings, as well as improving the accuracy of PeopleSoft entries.

EDA estimates \$12,000 in annual labor savings by receiving SCE bills electronically. Labor resources will be redirected to provide audits of utility bills. Since the payment to Edison will also be made electronically, additional savings from lower banking fees and reduced voucher costs are anticipated.

Impact on Residents and Businesses

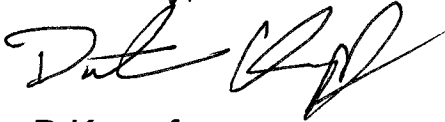
Reducing energy usage and the cost of bill processing will result in increased efficiencies and improved accuracy. Reducing the county's overall energy use and costs will decrease greenhouse gas emissions as required by AB 32 and SB 375.

Memo to County of Riverside:

In reference to your recent inquiry regarding the section in the SCE 810 Billing Trade Partner Agreement on page 6 that calls out the 820 remittance of payments, while it is SCE's preference to receive payments via ACH/EFT with an 820 remittance file formatted in either a CCD+ or CTX format it is not a requirement. The County of Riverside can continue with their existing process of mailing in payments for billing rendered.

At some time in the future, when the County of Riverside is ready to migrate to an ACH/EFT method of payment, SCE will be happy to assist and coordinate these efforts

Sincerely,



**D Kempf
Southern California Edison**



An EDISON INTERNATIONALSM Company

Electronic Commerce Trading
Partner Profile SET-ID: 810 (Invoice) v4010

Section 1: EDI General Information

DATE: 5/1/2014 SCE Customer N/A

TRADING PARTNER: Riverside County PHONE: 951-955-4850

BUSINESS CONTACT: Janet Purchase PHONE: 951-955-4898

TECHNICAL CONTACT: Kristin Zagray PHONE: 303-368-1252

EDI TRADING PARTNER AGREEMENT CONTACT: Marsha Victor PHONE: 951-955-6327

MAILING ADDRESS: 3133 Mission Inn Ave. FAX NO: 951-955-8405
Riverside, CA 92507

E-MAIL ADDRESS: jpurchase@rivcoeda.org

Section II: Transmission Control Information

TRANSMISSION CONTROL INFORMATION - SET-ID: 810 (Invoice) v4010

INTERCHANGE CONTROL HEADER INFORMATION

EDISON-ID: 0069088189999 INTERCHG ID QUAL: 16

RECEIVER ID: RIVERSIDE INTERCHG ID QUAL: ZZ
Receiver ID- RIVERSIDE INTERCHG ID QUAL: ZZ
INTERCHG CONTROL NUMBER: 0000000000 INTERCHG ENVELOPE: ISA/IEA

INTERCHG CONTROL VERSION NUMBER (ASC X12): 4010

ACKNOWLEDGMENT:

SENDER ID RIVERSIDE TYPE REQUEST: 997

RECEIVER ID: 0069088189999

FUNCTIONAL GROUP HEADER INFORMATION

RECEIVER ID: RIVERSIDE RECEIVER ID: _____

RECEIVER ID: _____ RECEIVER ID: _____

RECEIVER ID: _____ RECEIVER ID: _____

MISCELLANEOUS INFORMATION

DELIMITERS	SEGMENT TERMINATOR	DEC	HEX	EBCDIC ASCII	
		095	5F		
		028	1C	IFS	FS
		189	BD]	

RECORD FILL CHARACTER --> SPACE INTERCHG CNTL STD: U - (ANSI ASC X12)

VALUE ADDED NETWORK : ACCOUNT NUMBER: nuBridges

OTHER VAN: n/a

SCE CONTACTS:

Schnequia Edmonds, EDI Coordinator PHONE NO 909-941-2680 FAX NO: 909-942-8265

ELECTRONIC DATA INTERCHANGE (BILL) INVOICING AGREEMENT

This Electronic Data Interchange Invoicing Agreement (the "Agreement") is made as of May 15, 2014, by and between Southern California Edison ("SCE"), a California corporation, with offices at 2244 Walnut Grove Avenue, Rosemead CA 91770 and County of Riverside ("Customer"), a County government, with offices at 3403 10th Street, Suite 310, Riverside, CA 92501.

Recitals

The parties to this Electronic Data Interchange ("EDI") Invoicing Agreement intend to facilitate billing transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for their mutual benefit.

The parties, intending to be legally bound, agree as follows:

Section 1. Prerequisites

- 1.1 Electronic Document Standards. Each party may electronically transmit to or receive from the other party any of the available transaction sets listed in the Appendix and transaction sets which the parties by written agreement add to the Appendix (collectively "Electronic Documents"). Any electronic transmission of data that is not an Electronic Document shall have no force or effect between the parties. All Electronic Documents shall be transmitted in accordance with the published industry standards set forth in the Appendix. The receiver of an Electronic Document not in conformance with the standards set forth in the Appendix shall promptly notify the initiating party of the nonconformance in the Electronic Document. SCE shall transmit invoices to Customer in Electronic Document form.
- 1.2 Third Party Service Providers
 - 1.2.1 Electronic Documents will be transmitted to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon at least thirty (30) days written notice to the other party.
 - 1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix.
 - 1.2.3 In the event the parties use different Providers, each party shall be liable for the acts or omissions of the Provider while transmitting, receiving, storing or handling Electronic Documents, or performing related activities, for such party. If both the parties use the same Provider to effect the transmission and receipt of an Electronic Document, the originating party shall be liable for the acts or omissions of such Provider as to such Electronic Document.
- 1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Documents.
- 1.4 Security Procedures. Each party shall properly use security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all

transmissions of Electronic Documents are authorized and to protect its business records and data from improper access.

- 1.5 Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Electronic Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party, affixed to or contained in any transmitted Electronic Document, shall be sufficient to verify that such party originated such Electronic Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 2. Transmissions

- 2.1 Verification. SCE shall transmit the Invoices/Bills ("Bill") to the Customer in the electronic document form specified in the Appendix. Upon receipt of an Bill, the receiving party shall promptly transmit a Functional Acknowledgment (FA997) in return. A Functional Acknowledgment shall constitute evidence that a Bill has been received, but does not verify the Bill's content. The party receiving a Bill may dispute the bill as set forth in SCE's California Public Utilities Commission (CPUC) authorized rules and tariffs.
- 2.2 Failed Functional Acknowledgment. If SCE has not received a Functional Acknowledgment in response to a Bill by the Return Due Date specified in the Appendix, SCE will make a prompt inquiry of the Customer, within five days of the statement date set forth in the Bill, regarding the status of the Bill. If the inquiry shows that the Bill cannot be sufficiently transmitted electronically, the Bill will be sent in paper form, or as otherwise agreed between the parties.
- 2.3 Garbled/Incomplete Transmission. If any transmitted Bill is received in an unintelligible, garbled or incomplete form, the receiving party shall promptly notify the originating party (if identifiable from the received Bill) in a reasonable manner. In any case, the originating party's records of such Electronic Document shall dictate the contents of the transmitted Electronic Document so that the originating party may retransmit or otherwise provide a replacement for the unintelligible, garbled, or incomplete transmission.

Section 3. Transaction Terms

- 3.1 Terms and Conditions.
 - 3.1.1 This Agreement is to be considered part of any other written agreement between the parties referencing it or referenced in the Appendix. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to the Terms and Conditions included in the Appendix.
 - 3.1.2 The CPUC authorized tariffs and rules will continue to govern all transactions between the Customer and SCE. Some of the relevant tariffs and rules are listed in the Appendix of this Agreement. In the event of a conflict between this Agreement and the CPUC authorized tariffs and rules, such tariffs and rules will control.
- 3.2 Confidentiality. No information contained in any Electronic Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or by written agreement between the parties, including the applicable Terms and Conditions, or by applicable law or governing CPUC authorized rules and tariffs.

3.3 Validity; Enforceability

- 3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to facilitate Transactions using electronic transmission and receipt of Electronic Documents.
- 3.3.2 Any Electronic Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, or any other written agreement described in Section 3.1 of this Agreement, to be a "writing" or "in writing"; and any such Electronic Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business, unless any such Signed Document was transmitted in error and the party erroneously transmitting such Signed Document promptly notifies the receiving party not later than 30 days of such error.
- 3.3.3 The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transaction and any other written agreement described in Section 3.1.
- 3.3.4 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements should be in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions of other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.
- 3.3.5 This Agreement shall become effective as of the date first set forth herein and shall remain in effect unless sooner terminated pursuant to the provisions of this Agreement as described in Section 4.1.

Section 4. Miscellaneous

- 4.1 Termination. This Agreement shall remain in effect as described in Section 3.3.5 or until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Electronic Documents or otherwise under this Agreement prior to the effective date of termination.
- 4.2 Severability. Any provision of this Agreement which is determined by governing law or regulatory agency such as the CPUC to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity of enforceability of such remaining provisions.
- 4.3 Entire Agreement. Except as described in Sections 3.1.1 and 4.8, this Agreement and the Appendix constitute the complete agreement of the parties relating to electronic

billing and payment and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- 4.5 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Electronic Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Electronic Documents.
- 4.6 Exclusion of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of Electronic Documents under this Agreement, even if either party has been advised of the possibility of such damages.
- 4.7 Representatives. All notices (legal, mandatory or other), regulatory requirements, consents, requests and other communications hereunder related to the aforementioned Transactions and/or this Agreement shall be sent either by mail, facsimile or electronic mail (e-mail) as follows:

To: Southern California Edison
D. Kempf
9500 Cleveland Ave
Rancho Cucamonga, CA 91730

Fax: (909) 581-3342
E-Mail: Dkempf@sce.com

To: Riverside County Counsel
3690 Orange Street – 5th Floor
Riverside, CA 92501

Fax: (951) 955-6300
E-Mail: MVICTOR@co.riverside.ca.us

To: Economic Development Agency
3403 10th Street – 3rd Floor
Riverside, CA 92501

Fax: (951)955-8405
E-Mail: JPURCHASE@rivcoeda.org

- 4.8 The parties may, upon written agreement signed by the parties, update and maintain the Appendix as necessary. However, if there is any conflict between the Appendix and this Agreement, the provisions in this Agreement shall take precedence.
- 4.9 This Agreement shall not be construed as creating a partnership between the parties or joint venture of any kind or any other form of legal association that would impose liability upon one party for the acts or failure to act of the other party.

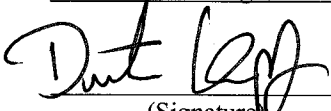
Section 5. California Public Utilities Commission

- 5.1 This Agreement shall not become effective until authorization of the Public Utility Commission of the State of California is first obtained.
- 5.2 This Agreement shall at all times be subject to such changes or modifications by the

Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.


Each party has caused this Agreement to be executed on its behalf by a duly authorized representative as of the date noted below.

Company Southern California Edison
Address 9500 Cleveland Ave
Rancho Cucamonga, CA. 91730

By: 
(Signature)

Name D. Kempf
Title Usage and Billing Manager
Date 7/17/14
Address Same as above

Company County of Riverside - EDA
Address 3403 10th Street, Suite 310
Riverside, CA 92501

By: 
Jeff Stone, Chairman
Board of Supervisors

Name Jeff Stone
Title Chairman, Board of Supervisors
Date _____
Address County of Riverside - EDA
3403 10th Street, Suite 310
Riverside, CA 92501

EDI CONTACTS

Business Schnequia Edmonds
Phone (909) 941-2671


Technical Bismark Estrada
Phone (626) 543-6312

Business Xebec Data Corp
Phone (303) 368-1252

Technical Kristin Zagray / Brad Dayhuff
Phone (303) 368-1252

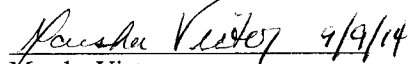
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: , deputy

APPROVED AS TO FORM:

~~Pamela J. Walls~~ - Gregory P. Priamos
County Counsel

By:  4/9/14
Marsha Victor
Principal Deputy County Counsel

**EDI (BILL) INVOICING AGREEMENT
APPENDIX A**

STANDARDS

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards but also include only the Transaction Sets listed in the Electronic Documents sections of this Appendix below.

THIRD PARTY SERVICE PROVIDERS (Where your VAN's computer resides.)

	NETWORK PROVIDER NAME	ADDRESS CITY, STATE, ZIP	TELEPHONE NUMBER
SCE	<u>nuBridges LLC</u>	<u>1000 Abernathy Rd Atlanta, GA. 30328</u>	PHONE: <u>(707) 481-7880</u> FAX: <u>(770) 392-7797</u>
TRADING PARTNER County of Riverside	Xebec Data Corp	PO Box 862 Lafayette, CO 80026	PHONE : <u>(303)368-1252</u> FAX: <u>(303)317-6293</u>

ALLOCATION OF PROVIDER COSTS N/A

RECEIPT COMPUTER - (Where your EDI translator resides)

	ADDRESS	CITY, STATE, ZIP CODE
SCE	<u>2244 Walnut Grove Ave.</u>	<u>Rosemead, CA 91770</u>
(TRADING PARTNER)	Same as above	

SECURITY PROCEDURES N/A

ELECTRONIC DOCUMENTS

TRANSACTION SET NO	TRANSACTION NAME / DESC	VERSION RELEASE (circle one)	FA997 YES/NO	FUNCTIONAL ACKNOWLEDGEMENT REQ YES/NO	STANDARDS
810	Invoice/Bill	003030/ 004010	Yes	Yes	ASC X12 UIG IMPLEMENTATI ON
820	Pay Ord/Rmt Adv	003030/ 004010	No	No	ASC X12 UIG IMPLEMENTATI ON

**EDI (BILL) INVOICING AGREEMENT
APPENDIX A**

STANDARDS

- Utility Industry Group (UIG) implementation standards as published
- * All SCE guides are based on UIG standards

The provisions of the Agreement (including this Appendix) shall control in the event of any conflict with any listed guidelines.

RETURN DUE DATES

<u>Document Name</u> 810 Invoice/Bill*	<u>Return Due Date</u> 997 within 2 business days
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- * Bills are due and payable upon presentation. Electronic Documents will be considered presented on the statement date reflected in the Bill. Bills will be considered past due if not paid within 19 days after the date of presentation. The past due date will be specified within each 810 transaction.

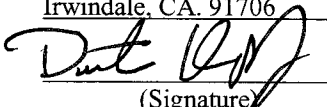
ADDITIONAL AGREEMENTS

The following Agreement(s) are incorporated by this reference into the Appendix and accordingly incorporated by this reference into the Agreement to which this Appendix is attached.

APPLICABLE COMMISSION TARIFFS AND RULES

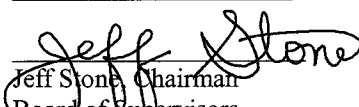
- RULES 8, 9, and 11
- RULE 5, governing special information required on forms, shall be satisfied by the preprinted information within each bill format and notice.

Company Southern California Edison
Address 4910 Rivergrade
Bldg 3-2nd Flr-Mail Drop #2
Irwindale, CA. 91706

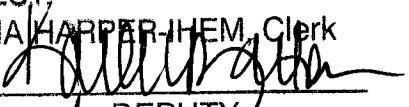
By 
(Signature)

Name D. Kempf
Title Usage and Billing Manager
Date 7/17/14

Company County of Riverside - EDA
Address 3403 10th Street, Suite 310
Riverside, CA 92501

By: 
Jeff Stone, Chairman
Board of Supervisors

Name Jeff Stone
Title Chairman, Board of Supervisors
Date SEP 30 2014

ATTEST:
KECIA HARPER-JHEM, Clerk
By 
DEPUTY