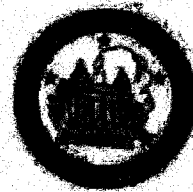


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.15
(ID # 8106)

MEETING DATE:

Tuesday, December 4, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratify and Execute the Fifth 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. Ratify and authorize the Chairman of the Board to execute the attached Fifth Amendment to the 2010-2012 Partnership Program Agreement for the period of 1/1/18 through 8/31/20 and;
2. Authorize the undersigned Assistant County Executive Officer/ECD, or designee, to administer all actions to participate in the partnership and utilize resources provided through the partnership.

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 10/15/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 4, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2017/18-20/21	

C.E.O. RECOMMENDATION: Approve

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). The Southern California Gas Company (SCG) and SCE with Riverside County previously executed the agreement to jointly deliver the 2010-2012 County of Riverside/IOU Energy Efficiency Partnership Program effective January 1, 2010. This agreement was subsequently amended four times to, among other things, extend its term through December 31, 2018, in accordance with the applicable decisions of the CPUC. On October 24, 2014, the Commission issued a Decision D. 14-10-046 approving the continuation of the Energy Efficiency Partnership Programs, consistent with the terms and conditions set forth in the agreement.

It is the desire of SCG and SCE to further amend the agreement as necessary to provide an authorized budget for the 2018/2019 Program, with the term extended through August 31, 2020.

Project incentives and rebate rates will continue as follows:

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

Approach	Incentive Level
Custom / RCx / MBCx	Core incentive plus a \$0.06/kWh adder
Deemed	Core incentive plus a \$0.06/kWh adder
New Construction – Whole Building and Systems Approach	Core incentive plus a \$0.06/kWh adder
Auto DR Enabling Technology	Deemed - \$300/kW; Custom - \$200/kW

Approach	Incentive Cap
Custom / RCx / MBCx	The lower of 80% of project cost or 100% of Incremental Measure Cost (IMC)
Deemed	Up to 100% of measure cost
New Construction – Whole Building and Systems Approach	Per Savings By Design Policy
Auto DR Enabling Technology	Deemed – 100% of project cost; Custom – 75% of project cost

Impact on Citizens and Businesses

The positive impacts to citizens from the partnership are:

- Reduced expenditures via funding support from SCE and the SCG
- 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

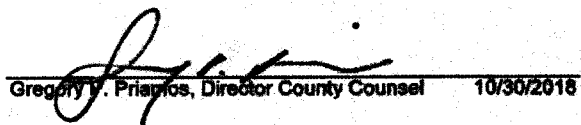
**Supplemental:
Additional Fiscal Information**

There are no net County costs and no budget adjustment is required.

Attachments:

- Fifth Amendment


Alex Gann 11/26/2018


Gregory V. Priano, Director County Counsel 10/30/2018

FIFTH AMENDMENT

This FIFTH AMENDMENT ("Fifth 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, Second Amendment, Third Amendment and the Fourth Amendment (the "Agreement") is effective as of January 1, 2018 by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), a California corporation, SOUTHERN CALIFORNIA GAS COMPANY ("SCG"), a California corporation, and COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("RIVERSIDE"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE and SCG may be referred to herein each as a "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 amended the Agreement four times in accordance with the applicable decisions of the California Public Utilities Commission ("Commission");

WHEREAS, on October 28, 2015, the Commission issued its Decision for Energy Efficiency Goals for 2016 and Beyond and Energy Efficiency Rolling Portfolio Mechanics (the "D.15-10-028") which authorized the Energy Efficiency Program rolling portfolio mechanics for 2016 and beyond, and continuation of energy efficiency programs, consistent with the terms and conditions set forth in the Agreement ("2018-2019 Program"), except as otherwise provided in this Fifth Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as necessary to provide an authorized budget for the 2018-2019 Program and to update the Agreement as required to reflect the extended 2018-2019 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 2018-2019 Program.
2. Section 1.7.4 of the Agreement, which was added in the Fourth Amendment, is hereby deleted in its entirety.
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, or 2016 Approved Project, or 2017 Approved Project, or 2018-2019 Approved Project as the case may be, which shall be funded by the Utilities 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 2018-2019 Program cycle, the project application documents shall be submitted consistent with the requirements of the applicable SCE or SCG energy efficiency program.

5. 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) including submission of the Final Report(s), unless otherwise agreed to by the Parties or so ordered by the Commission, all Direct Implementation and Marketing & Outreach activities (as defined in the PIPs) must be completed no later than March 31, 2020.

6. 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 June 30, 2020.

7. 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, 2020 ("Term") unless otherwise terminated or extended in accordance with the provisions of Section 23.2 or 28 below.

8. Section 24 of the Agreement is hereby deleted and replaced with the following,

24. WRITTEN NOTICES

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

Riverside County:
Marianna Sarmiento
Assistant Director
Accounting & Finance
Purchasing
Human Resources

County of Riverside
Economic Development Agency
3403 10th Street, Suite 300
Riverside, CA 92501
Phone: 951-955-4867
Fax: 951-955-4828
Email: MSarmiento@rivco.org

SCG:
Ana Aceves
Southern California Gas Company
Program Manager
555 W. Fifth Street, GT20B4.
Los Angeles, CA 90013
Phone: 213-244-2220
Email: aaceves2@semprautilities.com

SCE:
Kapil Bhagvan
Southern California Edison Company
Program Manager
1515 Walnut Grove Ave,
Rosemead, CA 91770
Phone: 626-302-0466
Email: kapil.bhagvan@sce.com

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

9. Exhibit D-1, which is attached to this Fifth Amendment, is incorporated herein by reference and made a part of the Agreement.
10. Delete Exhibit K, which was amended in the Fourth Amendment, and replace with the Exhibit K attached to this Fifth Amendment.
11. This Fifth Amendment may be executed in one or more counterparts and delivered by electronic means, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.
12. General. From and after the Fifth 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, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment. In the event of any conflict between the Agreements, as previously amended, this Fifth 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 Fifth 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 Fifth Amendment to be executed by their duly authorized representatives.

COUNTY OF RIVERSIDE:

Approved as to Form:

GREGORY P. PRIAMOS

County Counsel

Date: _____

By: *Synthia M. Gunzel*

SYNTHIA M. GUNZEL

Chief Deputy County Counsel

Date: 10.30.18

By: *Chuck Washington*

CHUCK WASHINGTON

Chairman Board of Supervisors

Date: DEC 04 2018

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Date: DEC 04 2018

SCG:

**SOUTHERN CALIFORNIA GAS
COMPANY**

By: *Sharon Tomkins*

Name Printed: Sharon Tomkins

Its: Vice President, Customer
Solutions & Strategy

Date: Oct. 22, 2018

SCE:

**SOUTHERN CALIFORNIA EDISON
COMPANY**

By: *Jill Anderson*

Name Printed: Jill C. Anderson

Its: Vice President,

Customer Program & Services

Date: 10/9/18

[Signature]

EXHIBIT D-1

INCENTIVE RATES

Approach	Incentive Level
Custom / RCx / MBCx	Core incentive plus a \$0.06/kWh adder
Deemed	Core incentive plus a \$0.06/kWh adder
New Construction – Whole Building and Systems Approach	Core incentive plus a \$0.06/kWh adder
Auto DR Enabling Technology	Deemed - \$300/kW; Custom - \$200/kW

INCENTIVE CAPS

Approach	Incentive Cap
Custom / RCx / MBCx	The lower of 80% of project cost or 100% of Incremental Measure Cost (IMC)
Deemed	Up to 100% of measure cost
New Construction – Whole Building and Systems Approach	Per Savings By Design Policy
Auto DR Enabling Technology	Deemed – 100% of project cost; Custom – 75% of project cost

EXHIBIT K**Program Cycle Partner Budget and Goals:**

Southern California Edison Budget Category	Maximum Partner Budgets	
	2018	2019
Administrative	\$ 0	\$ 0
Marketing & Outreach	\$ 10,000	\$ 0
Direct Implementation (Non-Incentive)	\$ 3,628	\$ 2,500
Total	\$ 13,628	\$ 2,500
Savings Goals		
kWh	60,000	0
KW	2	0

EXHIBIT K (continued)**SOUTHERN CALIFORNIA GAS COMPANY
2018-2019 GOALS & RIVERSIDE COUNTY BUDGET****Natural Gas Savings Target:**

	2018	2019
SCG	40,000 Therm	15,200 Therm

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

2018-2019 SCG Riverside County Partnership Budget

2018-2019 Riverside County Total Non-Incentive Budget		\$276,762
SCG Incentive from SCG Core Programs ¹		\$40,000
SCG Authorized Budget		
SCG Administrative Other	\$106,473	
SCG Administrative Overhead	\$ 17,607	
Total Utility Authorized Budget	\$124,080	
Riverside County 2018-19 Authorized Budget	\$152,682	
2018-2019 Total Non-incentive Program Budget	\$276,762	

Projected Allocations for 2018-19 Riverside County Authorized Budget \$ 152,682

	2018	2019	Total
Administration	-	-	-
Marketing & Outreach	\$7,500	\$7,500	\$15,000
Direct Implementation	\$76,490	\$61,192	\$137,682
Incentive ⁽¹⁾	\$40,000	TBD	\$40,000
Total ⁽²⁾	\$83,990	\$68,692	\$152,682

¹ Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures or 80% of the equipment cost, whichever is the lesser of the two. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.

² Total does not include incentives.