

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



**ITEM: 3.12
(ID # 30432)**

MEETING DATE:
Tuesday, June 09, 2026

FROM : OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Amendment No. 1 to the Professional Service Agreement with Procure America, LLC for Tariff Rate Optimization Study (TROS), All Districts. [Total Cost \$114,510.00; up to \$11,451.00 in additional compensation – 100% Net Actual Realized Savings for 60 Months]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Professional Service Agreement with Procure America, LLC (PA) for a Tariff Rate Optimization Study (TROS) to: (a) extend the period of performance through December 31, 2030; (b) increase the total contract aggregate amount not to exceed \$114,510.00; (c) revise Attachment A Scope of Work and Attachment B Contractor's Rates/Compensation to authorize Phase 2 of the project; and (d) authorize the Chairman of the Board to sign the Amendment on behalf of the County;

Continued on page 2


ACTION:Policy


Suzanne Holland, Director of Office of Economic Development 5/14/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 9, 2026
xc: OED

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the revenue share compensation structure, modeled on the Orange County Regional Cooperative Agreement 017-19010018 as shown on Table A (below), as payment to Procure America, LLC, equal to thirty percent (30%) of the net actual realized savings to the County for the term of 60 months measured by the difference between the documented findings in the TROS report and based on verified, documented, actual savings to the County in the estimated amount of up to \$381,700; and

3. Direct the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to: (a) sign amendments that modify the Scope of Work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the contract; and (c) issue Purchase Orders for goods and/or services that do not exceed the total contract amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$23,310	\$125,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Net Actual Realized Savings for 60 Months			Budget Adjustment: No	
			For Fiscal Year: 26/27-30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 9, 2025, Item 3.17, the Board of Supervisors approved the Professional Services Agreement with Procure America, LLC (PA), to partner with the Office of Economic Development (OED) to help identify and achieve savings in the department’s utility costs. The Phase I scope of work outlined in the agreement included the Tariff Rate Optimization Study (TROS) findings report entitled “Utilities Savings Review – Enterprise Strategic Plan Summary Findings” in which the primary focus was to identify alternative, more favorable tariff options, tax and surcharge exemptions, and other expense mitigation strategies.

PA has completed Phase I and OED is ready to move forward with Phase II for all of PA’s utility TROS recommendations as outlined in the Enterprise Strategic Plan and in the Original Agreement. Phase 1 identified an average of \$76,000 in savings per fiscal year, with a five-year total savings of \$381,700. Amendment No. 1 to the Professional Services Agreement (PSA) with PA will approve the remaining balance of the contract term of the original Orange County Regional Cooperative Agreement (OC RCA) and compensate PA for the estimated savings in the Table A fee schedule below. Payment will only be made to PA based on verified, documented, actual savings to the County.

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

OED recommends approval of Amendment No. 1 to the PSA with PA for Phase II Implementation of the TROS and approval of the fee schedule.

Impact on Residents and Businesses

The Phase II implementation will reduce the annual cost of utilities thus allowing for funding to go toward operational programming.

Additional Fiscal Information

Compensation to PA is as follows

TABLE A

Basic Plus Program - Review Level (Enterprise Strategic Plan/ESP) the fee to the County will be 30% of the targeted expense category(s) for sixty (60) consecutive months:

UTILITIES	FISCAL YEAR IMPACT (60 months)						
	Description	26/27	27/28	28/29	29/30	30/31	Total
Go Forward Savings	\$76,000	\$76,000	\$76,000	\$76,000	\$76,000	\$76,000	\$380,000
One Time Reduction	\$1,700						\$1,700
Total Estimated Savings	\$77,700	\$76,000	\$76,000	\$76,000	\$76,000	\$76,000	\$381,700
Total Estimated Compensation to Procure America	\$23,310	\$22,800	\$22,800	\$22,800	\$22,800	\$22,800	\$114,510
Net Estimated Cost Reduction to County	\$54,390	\$53,200	\$53,200	\$53,200	\$53,200	\$53,200	\$267,190

All costs associated with this Board action are 100% Net Actual Realized Savings for 60 months based on the Basic Plus Program fee structure. The fees for each Fiscal Year (FY) from FY26/27 through FY30/31 are broken down within Table A with an aggregate amount not to exceed \$114,510 plus a 10% contingency in total.

Contract History and Price Reasonableness

The contract currently being amended was initially modeled after Regional Cooperative Agreement 017-19110018, which was the result of a full competitive solicitation process conducted by the County of Orange. The Regional Cooperative Agreement extends the

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

provisions and pricing of the contract to other local or state governmental agencies. The County Office of Economic Development then drafted contract RCA-017-19010018 which was approved as to form by County Counsel and approved by the Board of Supervisors on September 9, 2025.

Phase I of County of Riverside Contract RCA-017-19010018 authorized \$0 and granted Procure America authority to conduct a study to find potential savings for the County. The results of the study conducted by Procure America are attached as the Enterprise Strategic Plan and are the basis for the figures in Table A above. Amendment No. 1 seeks to authorize Phase II of the project and increase funding from \$0 to up to \$114,510 through December 31, 2030. Any payments from County to Contractor shall not exceed 30% of the verifiable savings provided by the execution of strategies suggested by Contractor as a result of Phase I. Purchasing's role was to aid in drafting Amendment No. 1.

ATTACHMENTS:

- Utilities Savings Review – Enterprise Strategic Plan
- First Amendment to the Professional Services Agreement with Procure America, LLC



Aaron Gettis, Chief Deputy County Counsel 5/20/2026

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

Original Contract Term:	September 9, 2025 through June 30, 2030
Contract Term Extended To:	December 31, 2030
Effective Date of Amendment:	May 1, 2026
Original Maximum Contract Amount:	\$0.00
Amended Maximum Contract Amount:	\$125,000.00
Contract ID:	RCA-017-19010018

This Amendment No. 1 to the Professional Service Agreement for a Tariff Rate Optimization Study between COUNTY OF RIVERSIDE and PROCURE AMERICA, LLC (herein referred to as "Amendment No. 1") is made and entered into by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California (herein referred to as "COUNTY"), and PROCURE AMERICA, LCC, a Delaware Limited Liability Company (herein referred to as "CONTRACTOR"). CONTRACTOR and COUNTY are individually referred to herein as "party" and collectively referred to herein as "parties".

RECITALS

WHEREAS, the COUNTY entered into that certain Agreement for a Tariff Rate Optimization Study with CONTRACTOR, effective September 9, 2025 (the "Agreement"); and

WHEREAS, Phase I of the Agreement, which consisted of conducting a Tariff Rate Optimization Study (TROS) for cost recovery and expense reduction services has been complete; and

WHEREAS, COUNTY now desires to move forward with Phase II of the partnership with CONSULTANT for cost recovery and expense reduction services; and

WHEREAS, the parties now desire to amend the Agreement to extend the Period of Performance until December 31, 2030, to amend the Compensation to authorize payment not to exceed \$125,000, and to amend the Scope of Work to add clarification; and

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Section 2 (Period of Performance): Delete the first sentence in its entirety and replace with the following: "This Agreement shall be effective upon signature by both parties and continues in effect through December 31, 2030, unless terminated earlier."
3. Section 3 (Compensation): is deleted in its entirety and replaced with the following: "The COUNTY shall pay the CONTRACTOR \$0.00 for services performed, products provided, and expenses incurred in conducting Phase 1 of the Scope of Work outlined in Attachment A-1. For services performed, products provided, and expenses incurred in conducting Phase 2 of the Scope of Work defined in Attachment A-1,

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

CONTRACTOR shall be paid in accordance with the terms of Attachment B-1, CONTRACTOR'S RATE/COMPENSATION in an aggregate amount not to exceed One Hundred and Twenty Five Thousand Dollars (\$125,000), or Thirty Percent (30%) of the verified documented savings to the COUNTY for sixty (60) consecutive months, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Attachment B-1, COUNTY shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement."

4. Exhibit A (Scope of Work) is deleted in its entirety and replaced with the attached Exhibit A-1.
5. Exhibit B (Contractor's Rates/Compensation) is deleted in its entirety and replaced with the attached exhibit B-1
6. Section 23 (General): Add the following to the end of this section: **23.14 COUNTERPARTS: ELECTRONIC SIGNATURES.** This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this First Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code 1633.1 to 1633.17), for executing this First Amendment. The parties further agree that the electronic signatures of the parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including government agencies. Digital signatures means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purpose of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
7. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions, and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

PROCURE AMERICA, LLC
a Delaware Limited Liability Company

By: Karen S. Spiegel
Karen Spiegel
Chairman, Board of Supervisors
Dated: JUN 09 2026

By: Shannon Copeland
Shannon Copeland
Chief Executive Officer
Dated: 05/07/2026 | 11:18 AM PDT

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: [Signature]
Stephanie K. Nelson
Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

**ATTACHMENT A-1
SCOPE OF WORK**

INTRODUCTION: On September 9, 2025 the County of Riverside Board of Supervisors approved CONTRACTOR to conduct a Tariff Rate Optimization Study for the County of Riverside. Contractor provided County with two separate program options (Basic and Basic Plus) for Cost Recovery and Expense Reduction Services as detailed below under PHASE I of the Scope of Work. Contractor reviewed and audited applicable billing rates amongst all County accounts in an effort to provide Cost Recovery and Reduction solutions.

In an effort to reduce current billing costs and ensure all rates are secured and correct amongst service providers, Contractor provided expertise in billing audits with the primary goal of cost reduction. Contractor reviewed and audited County accounts in depth to recover overpayment and to find preferable billing rates, calculation methods and tariffs including taxes.

The County has multiple contracts with service providers for supply of the following:

- Utilities
- Waste & Recycling

Upon completion of the Tariff Rate Optimization Study outlined in Phase I, County elected to proceed with the Basic Plus Enterprise Strategic Plan. The findings of the TROS and the Go Forward Strategy are detailed in Phase II of the Scope of Work.

I. PHASE I

a. PROGRAM OPTIONS:

i. Basic Program-Bill Audit (Contract to invoice compliance review):

1. In this service Contractor shall conduct a review of the target expense category's supplier contract with the "County" to outline the cost structures, terms and conditions.
2. Contractor would then deliver a report back to "County" with their findings and subsequent recovery plan.
3. In the event that Contractor identifies billing or contract errors, Contractor would work with the "County" and the supplier to rectify the discrepancy and settle the account accordingly.

ii. Basic Plus Program:-Enterprise Strategic Plan (ESP)

1. This program includes all the services outlined in the "Basic Program" and the creation of a custom strategic sourcing program that is designed to support the "County's" short, medium and long term goals as it pertains to the subject expense category(s).
 - a. The specific areas of focus in an ESP are:
 - i. Service Level Management
 - ii. Complete services and or equipment inventory
 - iii. Expense Transparency
 - iv. Vendor Administration
 - v. RFP and or Solicitation Support
 - vi. Net Cost Reduction
 - vii. Implementation of ESP
 - viii. Manage Institutional Change Migration
2. ESP report would outline the Go Forward strategic plan, action steps, deliverable milestones and program outcomes.

b. GENERAL CONTRACTOR REQUIREMENTS:

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

- i. Upon County request, Contractor will conduct deep dive analytics (Basic and Basic Plus-ESP)
- ii. Contractor shall use its best efforts to obtain cost savings/refunds for County's benefit by analyzing County's policies, procedures, services provider contracts, past invoices and other pertinent information as it relates to the above selected expense categories set for review (Basic and Basic Plus-ESP).
- iii. Contractor will further gather information as to County's needs (past and present) from County's service providers so as to build a solution that not only lowers cost, but also matches County's operational requirements and expectations (Basic Plus-ESP)
- iv. Contractor will provide progress reports throughout the audit review, designated deliverable dates will be determined based on review timeline (Basic Plus-ESP)
- v. After analyzing County current spending patterns, Contractor shall provide County with a strategic sourcing report outlining Contractor's observations and recommendations. Contractor's report will include a review of operations, cost reduction recommendations and potential services level enhancements. Contractor will educate County designated staff on best practices related to the applicable review (Basic Plus-ESP)
- vi. Contractor will review County's invoicing and deliverables to ensure accountability by County's service providers with respect to the spirit and intent of the Contract between County and the third party service provider. The review will take into account service types, levels, cost controls and overall County satisfaction (Basic and Basic Plus-ESP).
- vii. Contractor will continue ongoing services with County to anticipate changes in service needs to ensure that the proper service provider, contact and procedures are in place to address County's go forward requirements (Basic Plus-ESP).
- viii. Contractor report will include a full catalogue of all meters and accounts surveyed and will document the Established Rates for each service or product chosen for review and outline the methodology for Contractor's findings. County and Contractor will discuss, agree and document the Established Rates for the targeted service or product (Basic Plus-ESP).
- ix. Contractor may discover over billing, credits, rebates, ongoing savings or other sources of revenue. This income is to be considered expense reduction for purposes of this Contract and will be accounted for in the same manner as the expense reduction savings (Basic and Basic Plus-ESP).
- x. Contractor may have the ability to recover rebates or other compensation by service providers. Contractor shall disclose this compensation to the County and both Parties shall share this revenue as savings, in accordance with Attachment B, "Contractor's Rates/Compensation", after revenue is received by the County (Basic Plus-ESP).
- xi. It may be necessary to institute cost reduction strategies within a specific expense category in stages. If this occurs, and upon County approval, each stage of implementation will be viewed with its' own billing cycle (Basic Plus-ESP)
- xii. Contractor acknowledges that all information supplied by County shall be kept confidential. Contractor, its subcontractors, employees, or agents shall not disclose such information to any third parties other than Contractor's subcontractors, employees, or agents on a need-to-know basis for the purpose of Contract performance and to other third parties as required for providing services under this Contract. Contractor shall not use any information, documents, or data provided by County for any proprietary purposes and shall not copy, sell, exchange, disclose, or provide to others, or use any information, documents, or

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

- data reasonably related to this Contract for its own proprietary interests (Basic and Basic Plus-ESP).
- xiii. Contractor shall perform all Cost Recovery and Reduction Services required under this Contract in conformity with professional standards, and shall provide qualified personnel (licensed, if applicable) to meet such standards (Basic and Basic Plus-ESP).
 - xiv. Ownership of County Data – Contractor acknowledges and agrees that all information supplied by County to Contractor (hereinafter, “County Data”) shall remain the property of County. The County Data shall not be used by Contractor other than in connection with providing the services pursuant to this Contract. County Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, officers, agents, subcontractors, invitees, or assigns in any respect. Contractor shall not delete or destroy any County Data or media on which County Data resides without prior written authorization of County. At no cost to County, Contractor shall, upon County request, promptly return to County, in the format and on the media in use as of the date of the request, and all requested portion of any County Data it may possess or control as well as all work product including exploratory information (Basic and Basic Plus-ESP).
 - xv. It shall be Contractor’s responsibility to ensure compatibility of County’s data files and transmittal medium to Contractor’s computer system. Contractor shall bear all costs, if necessary, for data conversion to make County’s computer system compatible with that of Contractor’s and any incidental costs related to the data transfer. Contractor shall promptly inform County of any problems and/or issues with any data conversion or transfer of County’s data files (Basic and Basic Plus-ESP).
 - xvi. Contractor is responsible for ensuring that all transmittals to County are compatible with County’s ability to record and read such data. Any and all corrupted or otherwise defective data shall be replaced by Contractor at no cost, additional or otherwise, to County (Basic and Basic Plus-ESP).
 - xvii. During the review, Contractor shall notify the County of any compliance concerns with current and upcoming applicable laws related to provider services; this shall be part of the review (Basic Plus-ESP).
 - xviii. During the term of this Contract, Contractor understands that despite Contractor(s) recommendations, suggestions, potential suppliers and other recommendations; County has the right not to proceed with any or all said recommendations (Basic and Basic Plus-ESP).
- c. COUNTY’S REQUIREMENTS FOR BOTH PROGRAMS BASIC AND BASIC PLUS-ESP:
- i. County shall provide all required documents, invoices, contracts and staff consultation time to Contractor in order to conduct the expense reduction review.
 - ii. During the review process, County, to the best of its ability, will not renegotiate, amend, or extend in place contracts or introduce operational procedures/changes that will effect cost/pricing and or contractual obligations of the County to the service provider.
- d. SAVINGS/REFUND VERIFICATION DOCUMENTATION:
- i. Contractor will submit monthly or at County’s discretion verifiable documentation that the correction/retroactive refund/credit/recommendation has been accomplished and savings were implemented. A detailed explanation of savings will be presented by Contractor to clarify and further corroborate the calculated savings (Basic and Basic Plus-ESP).

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

II. PHASE 2

a. UTILITIES FINDINGS:

- i. Potential savings by converting three SCE electricity accounts serving libraries from TOU-GS-2-D to an alternative TOU-GS-2-E rate for accounts with a “low load” profile.
- ii. Potential savings by converting three SCE electricity accounts serving irrigation pumps from option ‘D’ to option ‘E’ of SCE’s A&P rates.
- iii. Potential savings by converting the account at 16720 Hobsonway (Blythe) from SCE’s commercial category to A&P.
- iv. Potential savings by converting a low-use pump (Kleim Pump) from A&P rates to commercial rates.
- v. Potential savings by converting seven SCE commercial accounts serving lighting at various locations to lighting rates, AL-2 and LS-3.
- vi. Potential annual savings by eliminating the Utility User Tax (UUT) on three library accounts. Contractor can also pursue a 1-year refund on each account.

b. STREETLIGHT FINDINGS:

- i. Identified 85 lights billed as High Pressure Sodium Vapor. Contractor will establish if a retrofit to LED has happened.

c. GO FORWARD STRATEGY:

- i. Change SCE commercial accounts to more favorable A&P rates
- ii. Convert low-load accounts to option E
- iii. Move six commercial accounts to lighting rate AL-2 or LS-3
- iv. Remove utility user tax from three accounts and pursue a refund
- v. Correct all potential streetlight errors and request a refund of past overcharges

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

**ATTACHMENT B-1
CONTRACTOR'S RATES/COMPENSATION**

- I. **COMPENSATION:** This is a usage Contract between County and Contractor to provide Cost Recovery and Reduction Services, as needed and as set forth in Attachment A-1, "Scope of Work"

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. There will be no up-front fees and Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of the Fee specified herein below, nor will County be obligated to pay any amount that exceeds the limit defined in Section 3.1 of the Agreement unless authorized by both parties via written amendment.

- II. **PRICING:** County will pay fees at the following percentage rate of cost savings/refunds, per audit review, after County approves and received Contractor recommendations in accordance with the provisions of this Contract.

a. **BASIC PLUS PROGRAM-REVIEW LEVEL: ENTERPRISE STRATEGIC PLAN**
30% of actual cost recovered each month for sixty (60) consecutive months.

*Fees will be paid based on the cost savings/refunds identified by the Contractor and approved by the County.

- III. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to the County.
- IV. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. **INVOICING INSTRUCTIONS:** The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include, at minimum, the following information:
- a. Contractor's name and address (as specified in this Contract)
 - b. Contractor's remittance address, if different from Section 18 of the Agreement
 - c. Name of County department/contact person
 - d. Contract number (PO, CT or MA Number) must be referenced on all invoices
 - e. Delivery/service address
 - f. Service Date
 - g. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
 - h. Description of Services
 - i. Total dollar amount of invoice

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and Contractor will be required to revise them. The department's County Project Manager, or designee, is responsible for approval of invoice and subsequent submittal of invoice to the Auditor-Controller for processing of payment.

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
PROCURE AMERICA, LLC

Electronic Remittance Advise with the payment details via email. To enroll in EFT, Contractor will need to contact The Riverside County Auditor Controller's Office via email at ACOSupplierRegistration@rivco.org.



PROCUREAMERICA
BUSINESS INTELLIGENCE SERVICES



ENTERPRISE STRATEGIC PLAN
County of Riverside Services Area
Utilities Summary of Findings

Overview of Analysis - Utilities

- * ProcureAmerica (PA) to conduct a utilities review (electricity) for cost reduction and recovery for the County of Riverside Service Areas
- * Analyze invoices for tariff rate optimization and meter errors
- * Review recent California Public Utilities Commission (CPUC) decisions that may affect the facilities' cost structures
- * Determine if invoices are being billed accurately
- * Analyze:
 - * Billing calculations of more than 400 electricity accounts and 11,000 streetlights
 - * Inapplicable rate schedules
 - * Proper metering of services
 - * Taxes and surcharges
 - * Understand electricity needs at facilities, including any future changes that may impact usage



Utilities Findings – “Option D” to Option E” Rate Conversions

- * Annual savings of nearly \$25,000 by converting three SCE electricity accounts serving libraries to an alternative rate for accounts with a “low load” profile
 - * These accounts are currently served by commercial rate TOU-GS-2-D, but would benefit from a switch to rate TOU-GS-2-E
- * Annual savings of nearly \$19,000 by converting three SCE electricity accounts serving irrigation pumps from option ‘D’ to option ‘E’ of SCE’s A&P rates
 - * Accounts are currently on A&P rate TOU-PA-2-D, a rate often used when energy consumption is high relative to demand



Utilities Findings

* Rate Classification Changes

- * Annual savings of \$17,000 by converting the account at 16720 Hobsonway (Blythe) from SCE's commercial category to A&P
- * Savings of \$900 annually by converting a low-use pump (Keim Pump) from A&P rates to commercial rates
- * Annual savings of nearly \$13,000 by converting seven SCE commercial accounts serving lighting at various locations to lighting rates, AL-2 and LS-3
 - * SCE charges will be reduced significantly because fixed "customer charges" are lower and are not subject to "peak rates" that occur between 4pm and 9pm
- * \$1,700 annual savings by eliminating the Utility User Tax (UUT) on three library accounts
 - * PA will also pursue a 1-year refund on each account



Streetlight Analysis and Findings

- * PA reviewed more than 11,000 unmetered County streetlights
 - * Reviewed SCE charts, invoices, inventory list and maps showing the location of each streetlight and traffic signal
 - * Reconciling this data determines whether the County is being billed correctly or being overcharged

* FINDINGS

- * Identified 85 lights billed as High Pressure Sodium Vapor (HPSV)
- * PA will establish if a retrofit to LED has happened
 - * TBD
 - * TBD
- * Overall, Riv Co CSA is doing an excellent job ensuring electricity accounts are billed accurately, and costs are minimized

Total Identified Annual Utilities Savings \$76,000

Total Refund Identified \$1,700



Go Forward Strategy

- * Convert all SCE changes
 - * Change SCE commercial accounts to more favorable A&P rates
 - * Convert low-load accounts to option E
 - * Move six commercial accounts to lighting rate AL-2 or LS-3
 - * Remove utility user tax from three accounts and pursue a refund
 - * Correct all potential streetlight errors and request a refund of past overcharges



Other

*ProcureAmerica would like to thank Mike Franklin for his leadership, support and assistance during this review



**COUNTY OF RIVERSIDE
SUMMARY OF SAVINGS OPPORTUNITIES IDENTIFIED BY PROCUREAMERICA**

Facility Name	Address City	Utility	Account #	SA ID	Meter #	Current Rate Schedule	New Rate	Projected Refund (A)	Total Annual Savings (A)
Low Load Factor Rate Conversions - Commercial									
Desert Hot Springs Library	14380 Palm Dr., Desert Hot Springs	SCE	700650996952	8010694305	259000-058208	TOU-GS-2-D	TOU-GS-2-E	-	\$10,000
Perris Library	163 E. San Jacinto Ave., Perris	SCE	700615490912	8005212096	259000-023882	TOU-GS-2-D	TOU-GS-2-E	-	\$9,000
Mead Valley Library	21580 Oakwood St., Perris	SCE	700617728881	8004335711	259000-053651	TOU-GS-2-D	TOU-GS-2-E	-	\$5,800
Low Load Factor Rate Conversions - A&P									
Pump	25655 Santiago Canyon Rd., Corona	SCE	700629966443	8004837774	259000-067703	TOU-PA-2-D	TOU-PA-2-E	-	\$9,000
Pump	43960 Shasta Dr. Pmp, Desert Center	SCE	700408210804	8004457146	355150-002703	TOU-PA-2-D	TOU-PA-2-E	-	\$7,000
Pump	44010 Oasis Rd., Desert Center	SCE	700279103804	8001353536	355150-001731	TOU-PA-2-D	TOU-PA-2-E	-	\$2,800
Commercial Rate to A&P Rate									
Pump	16720 Hobsonway pmp, Blythe	SCE	700161513128	8001756676	259000-014585	TOU-GS-2-D	TOU-PA-2-D	-	\$17,000
A&P Rate to Commercial Rate									
Keim Pump	87 16th Ave., Desert Center	SCE	700293333094	8001201449	256000-001762	TOU-PA-2-D	TOU-GS-1-D	-	\$900
Outdoor Lighting – Conversion to SCE Lighting Rate Schedule AL-2 or LS-3									
Adjacent to Cabezon Fire Station	50410 Irene St., Cabazon	SCE	700089225290	8001023852	259000-017330	TOU-GS-1-D	AL-2	-	\$5,000
Morgan Hill Park (POC M32-Phase 2)	45320 Morgan Hill Drive, Temecula	SCE	700009119862	8000142498	256000-169688	TOU-GS-1-E	AL-2	-	\$2,000
Geunther Willows Park	29750 Willows, Temecula	SCE	700142661075	8002143425	256000-142975	TOU-GS-1-E	AL-2	-	\$1,400
Morgan Creek Park	44244 Madigan St., Temecula	SCE	700123605124	8005032928	322010-467637	TOU-GS-1-E	AL-2	-	\$1,300
Pathway Lighting	25246 Mayhew Canyon Rd., Corona	SCE	700322788358	8000703830	222013-144779	TOU-GS-1-E	AL-2	-	\$1,300
Montecito Ranch Park	8570 Calle Canyon Rd., Corona	SCE	700064284267	8001888340	222013-818600	TOU-GS-1-E	AL-2	-	\$1,000
Parking Lot	11158 Temescal Hills Rd., Corona	SCE	700403344232	8002404751	222012-043910	TOU-GS-1-E	LS-3	-	\$800
Municipal Utility User Tax Exemptions									
Desert Hot Springs Library	14380 Palm Dr., Desert Hot Springs	SCE	700650996952	8010694305	259000-058208	UUT	No UUT	\$1,000	\$1,000
Canyon Lake Library	31594 Railroad Canyon Rd. Canyon Lake	SCE	700126080644	8004474519	259000-009908	UUT	NO UUT	\$400	\$400
Pump	380 Main St., Riverside	SCE	700473630432	8002588486	223000-001854	UUT	NO UUT	\$300	\$300
Streetlights									
HPSV to LED	Various	SCE	Various	Various	Various	HPSV	LED	TBD	TBD
Totals								\$1,700	\$76,000

NOTES:
(A) All amounts are estimates. Actual savings may vary.