

EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT (“EIGHTH AMENDMENT”) TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 SOUTH BAY ENERGY EFFICIENCY PARTNERSHIP PROGRAM dated January 1, 2010 (as amended, the “Agreement”) is effective as of January 1, 2019 (the “Eighth Amendment Effective Date”) by and among SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”), SOUTHERN CALIFORNIA GAS COMPANY (“SCG”) AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (“SBCCOG”). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE and SCG may be referred to individually herein as the “Utilities”. The Utilities and SBCCOG may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously executed the Agreement effective January 1, 2010 and subsequently amended the Agreement seven times to extend its term 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 (“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, except as otherwise provided in this Eighth Amendment;

WHEREAS, the Parties desire to further amend the Agreement as necessary to set forth the 2019 program budget and to extend the agreement through the program cycle beginning January 1, 2019 and ending December 31, 2019.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. To the extent applicable, any reference in the Agreement, as amended, to the “2010-2012” Program, shall also hereby include the 2019 Program.
2. Section 1.16 of the Agreement is hereby deleted in its entirety and replaced with the following, and all references to “PIP” or “Program Implementation Plan” in the Agreement shall be changed to “IP” or “Implementation Plan”.

1.16: IP or Implementation Plan: The Implementation Plan, as may be amended from time to time, specific to this Partnership, together with the SCE Energy Leader Partnership Master IP and SCG Local Government Master IP, which include the anticipated scope of the Program in Utilities’ service territory, as approved by the Commission. The Implementation Plan is incorporated into this Agreement by reference hereto and will be provided to Program Participant upon written request.

3. Section 10.1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

10.1.4. SBCCOG Budget Adjustment and Fully Burdened Labor Rate Change

The Parties acknowledge that this Program is offered in furtherance of the Commission’s strategic energy efficiency goals for California and is based on SBCCOG’s

agreement to help achieve such goals for the Partnership. The Partner Budget for SBCCOG is set forth in Exhibits B-1 (SCE) and B-3 (SCG), which exhibits may be modified in the sole discretion of the Utilities, without formal amendment to the Agreement (notwithstanding Section 24 hereof), consistent with Section 10.1.1 and 10.1.4 hereof. SCG as the Lead Utility, will provide at least 30 days' notice to SBCCOG of the final Partner Budget and any modifications thereto, and any such notice will include a copy of the modified Partner Budget and the effective date of any such modified Partner Budget. Pursuant to this Section, any such amended Exhibit B-1 and B-3 shall automatically be incorporated into this Agreement and take effect on the effective date stated in the notice from Utilities to SBCCOG.

SBCCOG, in its discretion, may request changes to the Joint Fully Burdened Labor Rate Table to modify the maximum fully burdened labor rate for each title, subject to, the lead Utility, SCG's approval. If SCG approves the amended Joint Fully Burdened Labor Rate Table (Exhibit B-2), it will issue a new Joint Fully Burdened Labor Rate Table to be incorporated into the Agreement without requiring a formal amendment executed by both Parties, notwithstanding Section 24 hereof.

4. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25, or unless otherwise agreed to by the parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the IP) and all reporting requirements by no later than March 31, 2020, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2019.

5. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

12. FINAL INVOICES

SBCCOG must submit final invoices to the Utilities no later than March 31, 2020.

6. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:
Section 25.1 Term

This agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until March 31, 2020 unless otherwise terminated in accordance with this agreement as amended.

7. Exhibit B-1 (ENERGY EFFICIENCY PARTNERSHIP PROGRAM 2017-2018 GOALS & PARTNER BUDGET FOR SBCCOG), Exhibit B-2 (Joint Fully Burdened Labor Rate Table), as such have otherwise been amended from time to time, are hereby deleted in their entirety and replaced with the versions of Exhibit B-1 (SOUTHERN CALIFORNIA EDISON COMPANY 2019 GOALS & SBCCOG BUDGET FOR SBCCOG) and Exhibit B-2 JOINT FULLY BURDENED LABOR RATE TABLE attached to this Eighth Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement. A new Exhibit B-3 (SOUTHERN CALIFORNIA GAS COMPANY 2019 GOALS & SBCCOG BUDGET for SBCCOG), as attached to this Eighth Amendment, is incorporated herein by reference and made a part of the Agreement. The Parties acknowledge and agree that if a Commission decision or order alters the amount approved for the 2019 Program budget(s), as set forth in Exhibits B-1 and

B-3, SCE and SCG shall amend Exhibit B-1 and B-3 to reflect the approved 2019 Program Budget in any such Commission decision or order, in accordance with Section 30 of this Agreement.

8. This Eighth 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.
9. General. From and after the Eighth Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Eighth Amendment. In the event of any conflict between the Agreement, as amended, and this Eighth Amendment, this Eighth Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this Eighth Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Eighth Amendment to be executed by their duly authorized representatives as of the Eighth Amendment Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS:

By: _____

Name Printed: Britt Huff

Title: Chair

Date: _____

SOUTHERN CALIFORNIA GAS COMPANY:

By: _____

Name Printed: Sharon Tomkins

Title: Vice President, Customer Solutions and Communications

Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY:

By: _____

Name Printed: Jill C. Anderson

Title: Vice President, Customer Programs and Services

Date: _____

EXHIBIT B-1

SOUTHERN CALIFORNIA EDISON COMPANY 2019 GOALS & SBCCOG BUDGET FOR SBCCOG

Budget Category	2019 Budget and Goal ⁽¹⁾
Administrative	\$ 6,700
Marketing & Outreach	\$ 5,400
Direct Implementation⁽²⁾	\$ 129,983
Partner Budget Total Not To Exceed	\$ 142,083
Technical Assistance⁽³⁾	\$ 61,875
Energy Savings (kWh)	1,459,446
Demand Reduction (kW)	314

Footnotes:

(1) Budget and Savings Goal are subject to be revised or provided upon CPUC Approval for the funding year. budget and Savings Goal are subject to be revised or provided upon CPUC Approval for the funding year.

(2) Direct Implementation includes Technical Assistance but not include Strategic Plan and Incentives.

(3) Technical Assistance fund is administrated by SCE for SCE approved T/A projects.

(4) Reported savings are the value used to align partner goals with SCE goals. The values are also used to determine budget based on the budget metrics tool and whether or not savings goals are met.

(5) Reported Savings Calculation:

To determine reported savings, multiply the gross savings value by the realization rate. Depending on the methodology used to determine savings, the following scenarios will apply:

- Any project that utilizes workpaper values to determine savings (i.e. Express, Direct Install, Midstream) must use a realization rate of 1.0. The reported savings and gross savings will match.
- Any project that utilizes the calculated approach to determine savings (i.e. Custom, RCx, New Construction) must use a realization rate of 0.9. The reported savings will be 90% of the gross approved savings for these projects.

(6) If the Energy Division selects a project for the Ex Ante Review process, the savings and realization rate will be determined by the Energy Division.

EXHIBIT B-2

Joint Fully Burdened Labor Rate Table

The rates in below table are fully burdened (see footnotes) and serve as maximum billing rates for actual costs incurred for each labor title.

Position	Fully Burdened Rates
Senior Consultant	\$225
Executive Director	\$180
Deputy Director	\$135
Administrative Officer	\$105
Senior Project Manager	\$107
Project Manager	\$84
Environmental Services Analyst III	\$94
Environmental Services Analyst II	\$78
Environmental Services Analyst I	\$62
Administrative Assistant	\$51

Footnotes:

- (1) Fully burdened hourly rates set forth herein which include all related cost including, but not limited to, actual wages, statutory payroll and other taxes, employee benefits, insurance, overhead (administrative salaries, secretarial and other clerical salaries, furniture leases, entertainment, telephone system base charge, fax, library research, office leases/rents, and landscaping services, office supplies, postage, reproduction costs and profit, as applicable.
- (2) Any reimbursable expenses, including any and all subcontractor expenses, shall be reimbursed at actual cost **without markup**. All reimbursable expenses require written approval, in advance, by the SCE Representative referenced in this contract.
- (3) For avoidance of doubt, the fully burdened hourly rates apply to TEC's staff and Contractors, as applicable.

EXHIBIT B-3

**SOUTH BAY COUNCIL OF GOVERNMENTS and SOUTHERN CALIFORNIA GAS
COMPANY PARTNERSHIP**

2019 PROGRAM BUDGET and ENERGY SAVINGS GOALS

2019 Energy Savings Goals (Gross Therms)	
2013 – 2018	60,000 Therms
2019	10,000 Therms
TOTAL	70,000 Therms

Total Authorized 2019 Budget		
Budget Category	2013-2018	2019
<i>Administrative</i>	\$82,000	\$14,250
<i>Marketing</i>	\$80,000	\$14,250
<i>Direct Implementation</i>	\$438,000	\$71,500
<i>Incentive⁽¹⁾</i>	\$60,000	\$15,000
TOTAL	\$660,000	\$115,000

Note: (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.