AGREEMENT TO JOINTLY DELIVER THE 2006-2008 COUNTY OF SAN BERNARDINO ENERGY EFFICIENCY PARTNERSHIP PROGRAM

BETWEEN

THE COUNTY OF SAN BERNARDINO AND

SOUTHERN CALIFORNIA EDISON COMPANY

This program is funded by California utility ratepayers and administered by SOUTHERN CALIFORNIA EDISON under the auspices of the California Public Utilities Commission.

THIS AGREEMENT TO JOINTLY DELIVER THE COUNTY OF SAN BERNARDINO PARTNERSHIP PROGRAM (the "Agreement") is effective as of November 18, 2008 ("Effective Date") by and between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and THE COUNTY OF SAN BERNARDINO ("County"). SCE and County may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on DATE the California Public Utilities Commission (the "Commission") in D.05-09-043 authorized certain energy efficiency programs to be delivered to California utility customers for the years 2006 through 2008 and the continuation of programs where local governmental entities partnered with utilities to deliver energy efficiency information and education to utility customers;

WHEREAS, SCE submitted Application APP# 05-09-043 for the implementation of Local Government Energy Action Resource program (LGEAR) that has a provision that allows SCE to create new partnerships in mid program cycle. The County of SAN BERNARDINO Energy Efficiency Partnership Program (hereinafter referred to as the "Program"), is created using this mechanism and will involve the joint delivery of energy efficiency projects, information, training and materials to County member agencies, businesses and residents located in SCE's service territory;

WHEREAS, the Parties desire to enter into an agreement that sets forth the terms and conditions under which the Program shall be implemented.

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

1. DEFINITIONS

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The following terms, when used herein with initial capitalization shall have the meaning specified in this Section 1.

1.1. Agreement: This document and all exhibits attached hereto and incorporated herein, and as amended from time to time.

1.2. ALJ: The Administrative Law Judge assigned to the Commission's Energy Efficiency Rulemaking (R.01-08-028) or its successor proceeding.

1.3. Amendment: A future document executed by the authorized representatives of all Parties which changes or modifies the terms of this Agreement.

1.4. Approved RCx Project: Those certain RCx projects on or for a specified County facility that have been approved by the Board of Supervisors in accordance with Section 6.2.2 below and this Agreement.

1.5. Approved Audit/Retrofit Project: Those certain retrofit projects on or for a specified County facility that have been approved by the Management Team in accordance with Section 6.2.1 below and this Agreement.

1.6. Authorized Budget. The total funding for performance of the Authorized Work is $50,000 for project development and technical support.

1.7. Authorized Work: The Parties' anticipated scope of the Program as in SCE's service territory, as described in SCE's Program Implementation Plan and approved by the Commission. SCE's Program Implementation Plan is attached hereto and incorporated herein as Exhibit A.

1.8. Authorized Project Budget: The maximum approved budget for each Approved Project Agreement Package, as the case may be.

1.9. Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.10. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.

1.11. Commissioning Agent: A Contractor hired to perform such Approved RCx Projects as authorized herein.

1.12. Contractor: An entity contracting directly or indirectly with a Party to furnish services or materials as part of or directly related to such Party's Authorized Work obligations.

1.13. Eligible Customers or Customers: Customers eligible for Program services are all County departments and facilities located SCE's electricity service subject to the limitations described in Section 5 hereof.

1.14. Energy Efficiency Measure (or Measure): As used in the latest version of the Commission's Energy Efficiency Policy Manual.

1.15. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.16. Management Team: A team comprised of a representative of each Party, which shall have the authority vested to it herein, and which shall perform the duties specified herein. The County shall provide SCE written notice of its designated a representative (the "Energy Champion") to act on its behalf. The County shall provide 30-day written notice of any addition, deletion or change to the County's representative. Likewise, SCE will provide information regarding the point of contact (Program Manager) at SCE. The Management Team must always be comprised of at least one representative from each party.

1.17. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures that are directly identifiable to and required for the Authorized Work, up to the amounts budgeted in the Program Implementation Plan budget worksheets for such Authorized Work.

1.18. Program Implementation Plan: The Parties' plans for implementing the Program in SCE's service territory, submitted to the Commission as part of SCE's Compliance Filing for 2009-11 energy efficiency programs, and attached hereto and incorporated herein as Exhibit A.

1.19. Program Funds: The monies which fund the County/IOU Program including PGC and/or other approved funding sources (e.g., authorized procurement funds).

1.20. Project Agreement Package: The documents required to be submitted in order to substantiate a proposed project, which shall be submitted consistent with the requirements of the applicable SCE energy efficiency program, such as SPC, Express Efficiency, and Savings By Design, and samples of which are attached hereto as Exhibit C which County shall submit for each proposed audit and retrofit project or RCx project.

1.21. Project Team: A team comprised of a representative of each Party, which shall have the authority vested to it herein, and which shall perform the duties specified herein. The County's representative on the Management Team shall provide SCE written notice of the County's representative to participate in the Project Team. The county shall provide 30-day written notice of any addition, deletion or change to the County's representative. SCE's representative on the Management Team shall provide the County with its representative on the Project Team. The point of contact for both parties shall be their respective Project Team representatives. The Project Team must always be comprised of at least one representative from each party.

1.22. Public Goods Charge (PGC): The funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.

1.23. RCx Project: The Program element consisting of: (a) investigation and identification of building system deficiencies, (b) utilization of existing energy monitoring system and installation of temporary monitoring equipment in designated facility buildings, at the building system and/or building subsystem level, in order to identify energy efficiency savings opportunities, (c) implementing the Energy Efficiency Measures/actions needed to achieve those savings, (d) provide concise final reports, and (e) provide training for facility staff on the process and results of the RCx project.

2. PURPOSE

The Program is funded by California utility ratepayers, and is administered by SCE under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the Program. The work authorized pursuant to this Agreement is not to be performed for profit.

Notwithstanding the use of the word "partnership" or "partner" in this Agreement, this Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise; nor is any joint powers authority intended or formed under Government Code Section 6500 et. Seq..

3. PROGRAM DESCRIPTION

The Program is a new strategic partnership which will build on the lessons learned from SCE's previous CPUC authorized program cycles, and uniquely leverage existing resources, including the Parties technical and energy project management expertise to facilitate the implementation of needed energy efficiency projects. In addition, it will incorporate several innovative strategies that will overcome market barriers, creating acceptance and understanding of energy efficiency technology and ethics.

The Program will specifically leverage the County's internal infrastructure and avoid excessive marketing efforts, as well as, additional labor to gather pertinent building information required by the Retrofit and RCx Projects, and coordinate the implementation of energy efficiency measures to its internal clients.

4. AUTHORIZED WORK

4.1. Scope. The work authorized by the Commission for the Program ("Authorized Work") is set forth in the Project Agreement Package, and shall be performed by the Parties pursuant to the terms of this Agreement.

4.2. Objectives. The Program shall meet the expected outcome set forth in the Program Implementation Plan (see Exhibit A).

5. LIMITATION ON APPLICABLE SERVICE TERRITORY

The Parties agree that Authorized Work shall only be performed in SCE service territory, provided however, that without limitation no Authorized Work shall be performed for any customers that receive electricity from a municipal utility corporation or other electricity service provider, or that does not directly receive electricity service from SCE. For a County facility with cogeneration, the maximum incentive available, at each service account, shall be determined according to the electricity component of the recorded energy consumption for the previous twelve (12) months.

6. OBLIGATIONS OF THE PARTIES

6.1. Generally. Each Party shall perform its Authorized Work obligations in conformance with the deliverables, schedules and budgets associated with such Authorized Work as set forth in this Agreement and in Exhibit A. The County will provide the appropriate labor, equipment and material with the degree of skill and care that is required by current professional standards.

6.2. Obligations of County.

6.2.1. County shall obtain the approval of SCE when developing Program marketing materials prior to any distribution, publication, circulation or dissemination in anyway to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in anyway related to the Program must contain the respective logo of SCE and the following language: "This [program] is funded by California utility ratepayers and administered by Southern California Edison, under the auspices of the California Public Utilities Commission."

6.2.2. County shall appoint a representative (the "Energy Champion", see section 1.16) to the Project Team and the Management Team, who communicate regularly with the program representatives of SCE, and shall advise SCE immediately of any problems or delays associated with its Authorized Work obligations.

6.2.3. County shall be responsible for complying with this Agreement in its entirety.

6.2.4. County is not required to pay any money to SCE under the Agreement; except for refunding any incentives advanced by SCE in the event the County does not fulfill its contractual obligations on the installation of the energy efficiency measures.

6.3. Obligations of SCE.

6.3.1. SCE will be actively involved in all aspects of the Program. SCE will use its best efforts to add value to the Program by (a) dedicating human resources necessary to implement the Program successfully, (b) providing in-kind services support for the Program's marketing and outreach activities, and (c) working to enhance communications with County to address consumer needs and provide utility information and services.

6.3.2. SCE shall provide, at no cost to the Program, informational and educational materials on SCE's statewide and local energy efficiency programs to County.

6.3.3. SCE shall appoint a representative to the Project Team and the Management Team, who shall communicate regularly with the program representatives for County for the Program.

6.4. Procedures for Engaging in Authorized Work.

6.4.1. Energy Efficiency Audits and Retrofits.

a. County shall identify potential audit and retrofit projects at County facility(ies) through a project solicitation of its facilities. Each potential audit and retrofit project shall submit a Project Agreement Package to the Project Team, effectively creating a pool of potential audit and retrofit projects with validated energy efficiency measures, calculation methodology and projected energy savings, or information otherwise necessary or requested by the Parties.

b. Upon receiving all necessary or requested information from County, the Project Team shall complete a Project Package for each identified project. Each Project Agreement Package shall comply with the guidelines and requirements of the applicable SCE programs such as SPC, Express, and Saving By Design. The Project Team shall compile a list of projects, consult with the County's policy and procedure, and submit them to the Management Team for review. The Management Team shall review the proposed audit and retrofit projects with regard to overall project feasibility, schedule, costs, and projected energy savings. The Management Team must reach a unanimous decision on whether to approve or reject each proposed audit and retrofit project. If applicable, the Management Team shall set the Authorized Project Budget for each Approved Audit/Retrofit Project, not submitted through SCE's portfolio of energy efficiency programs.

c. For each Approved Audit/Retrofit Project, County shall be responsible for conducting a bid process for the selection of a qualified Contractor to perform the Approved Audit/Retrofit Project. County shall enter into an agreement with the Contractor to perform the Approved Audit/Retrofit Project in the facilities designated by the County.

d. County shall be responsible for overseeing the Contractor's work at the Approved Audit/Retrofit Project to ensure that it conforms to the requirements of the Authorized Work and consistent with the guidelines and requirements of the applicable SCE programs.

6.4.2. Retro-Commissioning ("RCx").

a. The County shall identify proposed RCx Projects at its facilities and provide the Project Team with a completed Project List. The Project Team will develop the Project Package, which shall include without limitation documentation regarding feasibility, schedule, projected costs and projected energy savings.

b. Upon development of all necessary or requested information from County, the Project Team shall audit the facilities and submit the requested RCx Project to the Management team for review, and the Management Team shall review the RCx Projects with regard to overall project feasibility, schedule, costs, and projected energy savings. The Management Team must reach a unanimous decision on whether to approve or reject each RCx Project. The Management Team shall set the Authorized Project Budget for each Approved RCx Project.

c. The County will review their policies and procedure regarding conducting competitive selection process. The County will determine whether it is necessary or not to undertake a bid process prior to the selection of a Contractor or Commissioning Agent to perform the Approved RCx Project.

(i) In the event the County determines the bid process is unnecessary, the Management Team will unanimously approve each and any Commissioning Agent's and/or Contractor's scope of work for any Approved RCx Project.

(ii) If the County determines it is necessary to conduct a bid process for

- The purchase of equipment/software
- The hiring of any Contractor(s) or Commissioning Agent(s) needed for the Approved RCx Project
- Any other work or materials authorized herein

The County will conduct such bid process with the advice and consent of SCE.

d. The Contractor or Commissioning Agents, as the case may be and within each Approved RCx Project's Authorized Budget, shall:

(i) perform the RCx activities, consistent with industry best practices and/or with proposed partnership RCx guidelines to identify energy savings opportunities in the buildings of the Approved RCx Projects;

(ii) monitor energy usage in the buildings of the Approved RCx Projects;

(iii) prepare a report of the actions and/or Energy Efficiency Measures that can be taken or implemented to reduce energy usage;

(iv) implement Energy Efficiency Measures and take actions sufficient to achieve the savings set forth in the RCx list of findings;

(v) identify additional retrofit or other projects that could be undertaken to achieve additional savings; and

(vi) provide SCE with information as needed for the reports required in Section 9 below, by the Commission, for other Commission purposes or at the request of SCE.

e. If applicable, and with unanimous consent of the Management Team, the Parties may elect to utilize SCE's Retro-Commissioning Program (the "SCE RCx Program") implemented by an SCE selected consultant and/or the RCx contractors authorized to perform retro-commissioning services under the SCE RCx Program in the County's qualified, proposed facility(ies) of this Program. In this event, the SCE RCx Program will collaborate with the County to assist with steps 6.4.2 (a & b) and will by-pass step 6.4.2c

6.4.3. Energy Efficiency Education, Training and Outreach.

a. The Parties shall develop and implement, in accordance with the Program Implementation Plan, an Education, Training and Outreach element for County departments and cities within the County. This element of the Program will offer energy efficiency training and information to increase knowledge in the following areas: retrofits, commissioning/retro-commissioning, new construction, best practices in contracting and procurement of financing, and create a better understanding and increase the utilization of SCE portfolio of energy efficiency programs for Customers.

b. The Parties shall develop and share case studies of best practice in operating methods and technologies.

6.5. EM&V Plan. Once the Commission has approved and issued an EM&V plan for the Program, such EM&V plan shall be attached to this Agreement as Exhibit B and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit B.

7. ADMINISTRATION OF PROGRAM

7.1. Decision-making and Approval.

7.1.1. Unless otherwise specified in this Agreement, any action that materially deviates from the Program Implementation Plan requires approval of the affected Parties.

7.1.2. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 7.1.1 above, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than ten (10) years after the expiration or termination of this Agreement.

7.2. Program Administration. SCE shall be the primary administrator of the Program and shall be responsible for:

7.2.1. Monitoring the overall progress of the Authorized Work, to ensure that the Program remains on target (including achieving the Program's energy savings and demand reduction goals) and on schedule, and meets all reporting and other filing requirements;

7.2.2. Coordinating the preparation of all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting duties as may be required, provided however, that each Party shall be solely responsible for complying with any Commission reporting requirements in their entirety;

7.2.3. Coordinating the Parties' Program activities to ensure that the Program remains on target and on schedule, and meets all reporting and other filing requirements;

7.2.4. Coordinating with other existing or selected programs that SCE offers, including programs targeting low-income customers, to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures; and

7.2.5. As applicable, coordinating with the Parties, the Project Team, the Management Team or other Party representatives to facilitate Program implementation.

Notwithstanding the above, SCE shall not be responsible for the performance or non-performance hereunder of any other Party, nor shall SCE be obligated to remedy any other Party's defaults or defective performance.

7.3. Regular Meetings. The Parties, the Management Team and the Project Teams shall meet on a regular basis during the term of this Agreement, but no less than quarterly, at a location reasonably agreed upon by the Parties, to review the status of the Program's deliverables, schedules and the budgets, and plan for upcoming Program implementation activities. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1.2 above.

7.4. Regular Communication. The Parties agree to communicate regularly with the other Parties and to advise the other Parties of any problems associated with successful implementation of the Program.

8. DOUBLE DIPPING PROHIBITED.

8.1. No Party shall knowingly provide an incentive to a Customer, or make payment to a Contractor who is receiving compensation for the same product or service either through another ratepayer-funded program, or through any other ratepayer-provided funding source.

8.2. The Parties shall take reasonable steps to minimize or avoid the provision of incentives or services for the same measures provided under this Program from another program or other funding source ("double-dipping").

8.3. County represents and warrants that it has not received ratepayer-provided incentives or services for the measures provided for under this Agreement or the Program from another utility, state or local program.

8.4. County shall not apply for or take incentives or services for the measures provided for under this Agreement or the Program from another utility, state or local program.

8.5. County agrees that the Program shall receive 100% of the related energy benefits specified in the Program Implementation Plans for the life or each measure provided for under the Program.

8.6. SCE shall not knowingly provide an incentive or service for a measure to County or any of its facilities that is receiving incentives or services for the same measure through another PGC funded program or any other ratepayer provided funding source.

9. REPORTING

The Parties shall implement those reporting requirements set forth in Exhibit D attached hereto and incorporated herein by this reference, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit D in their entirety.

10. PAYMENTS

10.1. Authorized Budget. The Authorized Budget for performance of the Authorized Work is based on the Program Implementation Plan. No Party shall be entitled to compensation in excess of the total amounts approved in the Program Implementation Plan. However, if the Parties agree to and execute any fund shift in accordance with Section 10.7 below, then the County shall be entitled to compensation up to, but not exceeding, the total amounts in the amended Program Implementation Plan as revised to reflect such fund shift, for such Party's Authorized Work obligations.

10.2. Program Expenditures. Each Party shall be entitled to spend PGC Program Funds on Program Expenditures incurred by such Party.

10.3. Payment to County. In order for County to be entitled to PGC funds for Program Expenditures:

10.3.1. County shall prepare and submit monthly reports to SCE, in a format acceptable to SCE and containing such information as may be required for the reporting requirements set forth in Section 9 above ("Monthly Program Reports"), by the fifth (5^{th}) Calendar Day following calendar month of performance, setting forth all Program Expenditures for Approved RCx Projects, Approved Audit/Retrofit Projects, and all such other costs under this Agreement.

10.3.2. County shall submit to SCE, as applicable, a monthly invoice attaching all documentation reasonably necessary to substantiate the Program Expenditures, which shall include, without limitation, the following:

(i) Labor: For each of the Program's budget categories (Management, Retrofit, RCx, T&E, and EM&V), a list of individuals and total hours worked and labor rate(s) for each person during the month, shall be provided in accordance with the provisions of Exhibit D.

(ii) Overhead items other than travel/training/conferences: Supporting documentation for overhead items such as rent, computer equipment, facility charges, is required and shall be provided in accordance with the provisions of Exhibit D.

(iii) Travel/Training/Conference: Supporting documentation for all travel-related expenditures. While original receipts need not be submitted, a detailed expense report for all travel expenses should be provided, in the format approved by SCE, which includes airfare, mileage, meals, lodging, parking, etc. A detailed travel expense report should include the following information: name of person incurring expense, reason for expense, date(s) incurred and type of expense (e.g. Airfare, Airport Parking, Rental Car, Other Parking, Mileage, Meals, Hotel, Other costs, if any).

(iv) Allowable Costs: Only those costs as listed in the Allowable Cost Table shown in Section 7 of Exhibit D may be submitted for payment. All invoices submitted to SCE must report all costs using the allowable cost elements shown on the Allowable Cost Table.

(v) Contractor Costs: Copies of all Contractor invoices. If only a portion of the Contractor costs applies to the Program, clearly indicate the line items and/or percentage of the invoice amount that should be applied to the Program and shall be provided in accordance with the provisions of Exhibit D.

(vi) Marketing/Outreach: A copy of each distinct marketing/outreach material produced with quantity of a given outreach material produced and the method of distribution.

10.4. Payment of Approved Project Budgets.

10.4.1. Approved Project Invoices. To be entitled to PGC Funds for Program Expenditures related to or for Approved Projects, County shall, at the completion and verification of each project installation, prepare and submit an invoice to SCE, using the Project Invoice format contained in the Project Package, which is attached hereto as Exhibit C, and which shall include all documentation reasonably necessary to substantiate the invoice, including all such costs as set forth in Section 7 of Exhibit D, Section 10.4, and without limitation, the following:

(i) Customer name, address and telephone number;

(ii) Service Account number associated with the location that received program incentives;

(iii) The type, quantity and cost of each measure installed or received;

(iv) The date each payment was provided and/or each measure was installed or received; and

(v) Copies of all Contractor, Commissioning Agent and/or subcontractor invoices. If only a portion of the subcontractor costs applies to the Program, clearly indicate the line items and/or percentage of the invoice amount that should be applied to the Program.

In the event that the County applies for incentives under the traditional SCE programs, such as SPC or Express Efficiency, the County shall notify SCE immediately in writing and comply with the guidelines as set forth for those programs.

b. Payment of Invoice. Upon receipt of any invoice and the respective Monthly Program Report (including all required and/or requested documentation substantiating the invoice), SCE will review the invoice and all attachments. SCE shall have fifteen (15) Calendar Days from the date of its receipt of said invoice to notify the County in writing if it accepts or objects to all or any part of an invoice. SCE shall make the invoice payment within thirty (30) Calendar Days from the date of invoice acceptance notification. However, if rejected, the County shall have fifteen (15) Calendar Days from date of notification, to rectify the noted deficiency and resubmit the invoice package for review and approval. SCE shall follow the process as noted above to review and approve the resubmitted invoice and documentation.

c. Rejection of Invoice. SCE reserves the right to reject any invoiced amount for any of the following reasons:

(i) The invoiced amount, when aggregated with previous Program Expenditures or previous payments to the County for the Approved Project, exceeds the amount budgeted therefore in the Approved Project Budget, the Authorized Budget, or any invoiced amounts, in whole or in part, are in excess of the amounts approved pursuant to the Project Agreement Form, the Approved Project Budget or such other amounts provided for in this Agreement.

(ii) There is a reasonable basis for concluding that such invoiced amount(s) is/are unreasonable or not directly identifiable to or required for the Approved Project or Authorized Work, the Program Implementation Plan or the Program.

(iii) The invoiced amount, in whole or in part, in SCE's sole discretion, contains charges for any item not authorized under this Agreement, by SCE or by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.

SCE shall review each submitted invoice, and either approve or reject for payment within fifteen (15) Calendar Days of receiving of the invoice.

d. Dispute of Invoice. SCE may dispute any Program Expenditure that it has received an invoice for by submitting to the County a written explanation of the dispute within fifteen (15) Calendar Days of the date that SCE received the invoice. Thereafter, SCE will determine the additional performance required from the County, modification required to the County's invoice, or such other action as may be required of the County, which SCE shall then request from the County. Disputed or rejected amounts will be resolved pursuant to Section 15.

10.5. Maintenance of Documentation. County shall maintain for a period of not less than ten (10) years all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the documentation set forth in this Section 10, provided however, that County shall promptly provide, upon the reasonable request by SCE, any documentation, records or information requested in connection with the Program, an Approved Project or the Authorized Work.

10.6. Shifting Funds Across Budget Categories. SCE may shift Program funds among budget categories (Administrative, Marketing & Outreach, and Direct Implementation) as set forth in its respective Program Implementation Plan, if applicable, to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates; provided, however, that any such fund-shifting shall not become effective unless and until notification of such fund-shift is provided to SCE.

10.7. Reasonableness of Expenditures. Each Party shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure, and require a refund or return of the PGC Funds paid in the reimbursement of such Program Expenditure; the Party who incurred such Program Expenditure and received reimbursement under this Agreement shall be solely and severally liable for such refund or return.

10.8. Refund of Program Funds. With respect to any amount subject to refund to the Commission pursuant to any subsequent Commission decision or ruling, should the Commission determine that a refund is due and seeks to recover such refund, the amount due shall be returned as directed by the Commission, within 30 days of receipt of written notice that payment is owed, as follows: (1) if the refund is attributable to an overpayment of Program funds to a Party, then that Party shall be solely liable for such refund; (2) if the refund is attributable to an unreasonable expenditure, then the Party who (i) incurred such Program expenditure and received reimbursement therefore under this Agreement, or (ii) was otherwise entitled to receive reimbursement under this Agreement but did not actually receive reimbursement due to receipt of an equivalent offset, shall be solely liable for such refund; (3) for any other refund, each Party shall be solely liable for its pro-rata share, determined by calculating the percentage of the total overall Program expenditures represented by each Party's reimbursements of Program expenditures (both actual reimbursements and those to which the Party was otherwise entitled but did not receive due to receipt of an equivalent offset). Nothing in this provision is intended to limit a Party's right to pursue administrative or other remedies available with respect to a Commission decision or ruling. A Party's approval of any action which is the responsibility of another Party under this Agreement shall not shift the corresponding responsibility with respect to any overpayment or unreasonable Program Expenditure. Notwithstanding the foregoing, any overpayment of Program funds to a Party (the "Receiving Party") shall be immediately due and payable by the Receiving Party, upon demand therefore, to the Party who made the overpayment, and the Party who made the overpayment shall have the right to set the overpayment off from any other Program funds payable to the Receiving Party, if possible, or otherwise pursue any available remedies for the recovery of the overpayment.

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES.

Unless this Agreement is terminated pursuant to Section 25 below, the Parties shall complete all Program administrative activities (as defined by Program Implementation Plan's workbooks and reporting requirements) by no later than DATE, 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 Program Implementation Plan) must be completed no later than DATE.

12. FINAL INVOICES

All Parties must submit final invoices no later than August 31, 2009.

13. INDEMNITY

13.1. Indemnities by County. County shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) to the extent arising from County's negligence or willful misconduct in County's performance of its obligations hereunder or arising from County's breach of this Agreement.

13.2. Indemnity by SCE. SCE shall indemnify, defend and hold harmless County, and its respective successors, assigns, affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) to the extent arising from SCE's negligence or willful misconduct in SCE's performance of its obligations hereunder or arising from SCE's breach of this Agreement.

13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SCE, on behalf of its respective customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although County shall retain no ownership, interest or title in the Developments, they will have a permanent, royalty free, non-exclusive license to use such Developments.

15. DISPUTE RESOLUTION

15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.

15.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to all Parties and shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rate share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

15.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 15.2 above shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

15.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

15.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

15.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 14.2 above, the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 35.

16. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants, individually and not jointly, that:

16.1. The Authorized Work performed by such Party and its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.

16.2. The Authorized Work performed by such Party and its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.

16.3. Such Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

16.4. Such Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.

16.5. Such Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than ten (10) years beyond the termination or expiration of this Agreement.

16.6. Such Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.

16.7. Such Party will take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

16.8. Such Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self insurance coverage, at all times during the Term of this Agreement:

a. Workers' Compensation and Employers' Liability: statutory minimum.
b. Commercial General Liability: $1 million minimum.
c. Business Auto (if applicable): $1 million minimum.
d. Professional Liability (if applicable): $1 million minimum.

17. PROOF OF INSURANCE

17.1. <u>Evidence of Insurance</u>. Upon request at any time during the term of this Agreement, County shall provide evidence that its insurance policies are in full force and effect, and provide the coverage and limits of insurance that County has represented and warranted herein to maintain at all times during the Term of this Agreement.

17.2. Self-Insurance. If County is self-insured, County shall upon request forward documentation to the other Parties that demonstrates to each other Party's satisfaction that County self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.

18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

Each Party agrees, individually and not jointly, that:

18.1. Non-Disclosure. Each Party, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the Term of this Agreement or after its completion, without such Party having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided such Party gives SCE advance written notice of such order or subpoena.

18.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked confidential (except when SCE is seeking to disclose such information of its own customer shall not be deemed to be disclosing Confidential Customer Information for purposes of this Section 18). If a Party is uncertain whether any information should be considered Confidential Customer Information, such Party shall contact SCE prior to disclosing any of the customer information.

18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCE may require the disclosing Party to enter into a nondisclosure agreement.

18.4. Commission Proceedings. This provision does not prohibit a Party from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

18.5. Return of Confidential Information. Confidential Customer Information materials provided to a Party by another Party during the performance of this Agreement shall be returned upon written request to the original owner of the documents.

18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under the Agreement. Failure to comply with deadlines stated in this Agreement may result in termination of this Agreement, payments being withheld or other Program modifications as directed by the Commission.

20. CUSTOMER COMPLAINT RESOLUTION PROCESS

The Parties shall develop and implement a process for the management and resolution of Customer complaints in an expedited manner including, but not limited to: (a) ensuring adequate levels of professional Customer service staff; (b) direct access of Customer complaints to supervisory and/or management personnel; (c) documenting each Customer complaint upon receipt; and (d) elevating any complaint that is not resolved within five (5) days of receipt to SCE.

21. RESTRICTIONS ON MARKETING

21.1. Program Materials. County shall obtain the approval of SCE when developing Program marketing materials prior to any distribution, publication, circulation or dissemination in anyway to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in anyway related to the Program must contain the respective logo of SCE and the following language: "This [program] is funded by California utility ratepayers and administered by Southern California Edison, under the auspices of the California Public Utilities Commission."

21.2. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties may disclose their source of funding for the Program by using the language described in Section 21.1 on advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in any way related to the Program.

21.3. Use of SCE's Names. County must receive prior review and written approval from SCE for the use of SCE's name or logo on any marketing or other Program materials. County shall allow five (5) Business Days for SCE review and approval.

21.4. Use of a County's Name. SCE must receive prior written approval from County for use of County's name or logo on any marketing or other Program materials. SCE shall allow five (5) Business Days for County review and approval.

22. RIGHT TO AUDIT

The Parties agree that the Parties, and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to their performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any employees of the Party who might reasonably have information related to such records. Further, the Parties agree to include a similar right of the Parties and/or the Commission to audit records and interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

23. STOP WORK PROCEDURES

SCE may suspend the Authorized Work being performed in its service territory for good cause, including, without limitation, concerns relating to program funding, implementation or management of the Program, safety concerns, fraud, or excessive Customer complaints, by giving County oral and written notification to suspend the Authorized Work. County shall stop work immediately, and may resume Authorized Work only upon receiving written notice from SCE that it may resume the Authorized Work.

24. MODIFICATIONS

Changes to this Agreement shall only be made by mutual agreement of all Parties through a written amendment to this Agreement.

25. TERM AND TERMINATION

25.1. Term. This Agreement shall be effective as of November 18, 2008. The Agreement shall continue in effect until the CPUC decision approving the 2009-2011 program application, unless otherwise discontinued by the CPUC, or terminated in accordance with the provisions of Section 25.2 below.

25.2. Termination. Either Party may terminate this Agreement at any time, without cause by providing the other Party with 60 days advance written notice, provided however, in the event of termination, SCE will be responsible solely for payments due based on Authorized Work begun on or before the date of the termination notice. No new authorized work shall commence after the date of the termination notice.

25.3. Effect of Termination. Any termination by both of County and SCE shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).

25.3.1. The terminating Party (in the event such termination by such Party does not completely terminate this Agreement) or each Party (in the event this Agreement is terminated in its entirety) shall be entitled to PGC Funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1 shall be a Party's sole compensation resulting from any termination of this Agreement.

25.3.2. In the event of termination of this Agreement in its entirety, County shall stop any Authorized Work in progress and take action as directed by SCE to bring the Authorized Work to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and any applicable contracts for Authorized Work.

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, 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:

County:
County of SAN BERNARDINO
David Gibson
Director, Facilities Management
200 South Lena Road
San Bernardino, CA 92415
(909) 387-2330 (telephone)
(909) 388-0177 (fax)
dgibson@fm.sbcounty.gov

SCE:
Southern California Edison
Michael Lo
2131 Walnut Grove Avenue
Rosemead, CA 91770
(626) 302-3818 (telephone)
(626) 302-6253 (fax)
Michael.Lo@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, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; 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.

27. CONTRACTS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors and persons directly or indirectly employed by such Party for services in connection with the Authorized Work.

28. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any “partnership” within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

29. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Authorized Work obligations.

30. COMMISSION AUTHORITY TO MODIFY

This Agreement shall at all times be subject to the discretion of the Commission, including but not limited to, review and modifications, excusing a Party’s performance hereunder for good cause, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that any ruling, decision or other action by the Commission adversely impacts the Program, SCE shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to the County setting forth the effective date of such termination.

31. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically stated in writing.

32. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require any Party's consent, and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

33. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America), acts of terrorism, acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of such Party.

34. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

35. GOVERNING LAW; VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

36. SECTION HEADINGS

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

37. SURVIVAL

Notwithstanding completion of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination. Such provisions shall include, but not be limited to, Sections 9, 10, 13, 15, 18, 22, 35 and 37 of this Agreement. [Subject to change upon finalization]

38. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

39. COOPERATION

Each Party agrees to cooperate with the other Parties in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

40. ENTIRE AGREEMENT

This Agreement (including the Exhibits hereto) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

41. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, 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.

42. Relationship of Parties

SCE's relation to COUNTY shall be that of an independent contractor (and not a partner or joint venturer) solely responsible for the manner and means by which the duties delineated in this Agreement are carried out. SCE shall not be construed for any purpose to be an employee subject to the control and direction of COUNTY. The Parties hereto shall each be responsible in all respects for their respective employees and businesses.

43. Improper Consideration

SCE shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

SCE shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from SCE. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

44. Employment of Former County Officials

SCE agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent SCE. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, management Unit or Safety management Unit.

[Remainder of Page Left Intentionally Blank]

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

COUNTY OF SAN BERNARDINO	Southern California Edison *(Print or type name of corporation, company,contractor, etc.)*
► ____________________ Paul Biane, Chairman, Board of Supervisors	By ► ____________________ *(Authorized signature - sign in blue ink)*
Dated ____________________	Name Lynda Ziegler *(Print or type name of person signing contract)*
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD Dena M. Smith Clerk of the Board of Supervisors of the County of San Bernardino.	Title Sr. Vice President *(Print or Type)* Dated ____________________
By ____________________ *Deputy*	Address ____________________ ____________________

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► ____________________ Kevin L. Norris, Deputy County Counsel	► ____________________	► ____________________ Department Head, Dave Gibson
Date ____________________	Date ____________________	Date ____________________

Auditor/Controller-Recorder Use

Only

☐ Contract Database	☐ FAS
INPUT DATE	**Keyed By**

ATTACHMENTS

Exhibit A:	SCE Program Implementation Plan
Exhibit B:	EM&V Plan approved by the Commission [To be attached hereto after Commission approval]
Exhibit C:	Project Package
Exhibit D:	Reporting Requirements

EXHIBIT D

REPORTING REQUIREMENTS

1. Reporting

1.1 The County shall provide SCE with the requisite information, in accordance with the Agreement, on the prior month's activities, accomplishments and expenditures related to its respective Authorized Work or Approved Project obligations, for purposes of preparing the Monthly, Quarterly and Annual Reports.

1.2 SCE shall provide the County in accordance with the provisions of the Agreement, or otherwise make available to the County on SCE's website, a copy of the filed Monthly Report within five (5) Business Days after filing.

2. Monthly Report

2.1 Program Data – A spreadsheet table or tables listing which includes the following information:

Program Costs (cost reported cumulative-to-date (also referred to as inception-to-date))

a. Program identification number as provided by the Program Administrator
b. Program name
c. Total cumulative program authorized budget as adopted by the Commission
d. Total cumulative program operating budget which includes any mid-course budget modifications (e.g., fund shifts)
e. Total cumulative program expenditures
f. Total program expenditures for the report month
g. Total cumulative commitments (limited to incentive commitments)

Program Impacts (cost reported cumulative-to-date (also referred to as inception-to-date))

h. Total cumulative net kW, kWh, and Therm savings projections
i. Total cumulative achieved net kW, kWh and Therm savings
j. Total achieved net kW, kWh and Therm savings for the report month
k. Total committed (limited to incentive commitments) net kW, kWh and Therm savings

2.2 Program Changes/New Program Information

If applicable, the following information should be reported in the Monthly report

a. Identification of program with operating budgets reduced during the report month
b. Identification of program with operating budgets increased during the report month
c. Identification of program terminated during the report month

3. Quarterly Report

3.1 Portfolio Benefit/Cost Metrics (Cumulative to Date)

a. Total cost to billpayers (TRC, administrative cost and incremental cost per the Standard Practice Manual)
b. Total savings to billpayers (TRC)
c. Net benefits to billpayers (TRC)
d. TRC Ratio
e. PAC Ratio
f. Cost per kWh saved (cents/kWh) (PAC)
g. Cost per therm savings ($/therm) (PAC)

3.2 Measure List –A spreadsheet table for each program or program element[1] containing each measure installed, service rendered, or measure/service committed during the report month for which the Program intends to claim savings. County should include any new measures as part of the quarterly report. The list should display each measure as it is tracked and recorded by the implementer and should include the following parameters at a minimum:

a. Name of Measure or Service Rendered
b. Measure or Service Description
c. DEER Measure ID (where applicable)
d. DEER Run ID (where applicable)
e. Unit Definition
f. Unit gross kWh savings
g. Unit gross Therms savings
h. Unit gross kW demand reduction
i. Incremental Measure Cost
j. Net to Gross Ratio
k. Effective Useful Life
l. Detailed end use classification (using classification scheme in section 6)
m. Quantity Installed during report period
n. Quantity Committed during report period
o. Rebate amount paid
p. Market Sector classification (using classification scheme in section 6)
q. Market Segment classification (using classification scheme in section 6)

3.3 Expenditures for the program per cost reporting format below (Section 7 below contains list of allowable costs)

h. Commission Authorized Budget
i. Operating Budget
j. Total Expenditures
    i. Administrative Cost
    ii. Marketing/Advertising/Outreach Costs
    iii. Direct Implementation

[1] Identification of distinct programs and program elements may be determined by CPUC staff at a later time.

3.4 GBI Report – Progress towards achieving goals of the Green Building Initiative, if applicable (Cumulative results)

a. Estimate of expenditures on program activities that contribute towards GBI goals (including both public and non-public commercial participants)
b. Net cumulative achieved kW, kWh and Therm savings contributing towards GBI goals.
c. Net achieved kW, kWh and Therm savings contributing towards GBI goals for the quarter.
d. A description of non-resource program activities that support the Green Building Initiative, including marketing and outreach activities.
e. Estimate of square footage affected by program activities supporting the Green Building Initiative
f. Items b, c and e above disaggregated by:
    i. 2-digit NAICS code
    ii. Aggregated end use classification (using classification scheme in section 5)

3.5 Program Narratives – For the program, a description of the program activities occurring during the quarter.

k. Administrative activities
l. Marketing activities
m. Direct Implementation activities
n. Implementer's assessment of program performance and program status (is the program on target, exceeding expectations, or falling short of expectations, etc.)
o. For non-resource programs and program elements (programs or program elements that are not claiming direct energy impacts), a discussion of the status of program achievements.
p. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
q. Discussion of near term plans for program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
r. Changes to staffing and staff responsibilities, if any
s. Changes to contacts, if any
t. Changes to subcontractors and subcontractor responsibilities, if any
u. Number of customer complaints received
v. Program Theory and Logic Model if not already provided in the program's implementation plan, or if revisions have been made.

3.6 SCE Quarterly Reports – SCE shall provide each County a copy of the filed Quarterly Report within five (5) Business Days after filing with the Commission in accordance with the Agreement.

4. Annual Reports

The format and content of the annual report is expected to be developed by the CPUC in fall 2006. The County will be required to fulfill these reporting obligations for their program.

5. Reporting Terminology Definitions

Adopted Program Budget – The program budget as it is adopted by the Commission. Inclusive of costs (+/-) recovered from other sources.

Operating Program Budget – The program budget as it is defined by the program administrators for internal program budgeting and management purposes. Inclusive of costs (+/-) recovered from other sources.

Direct Implementation Expenditures – Costs associated with activities that are a direct interface with the customer or program participant or recipient (e.g., contractor receiving training). (*Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State's Standard Practice Manual.)*

Report Month – The month for which a particular monthly report is providing data and information. For example, the report month for a report covering the month of DATE, but prepared and delivered later than DATE, would be DATE.

Program Strategy – The method deployed by a program in order to obtain program participation.

Program Element – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach is not a single program element.)

6. Measure Classification

Measure End-Use Classification
Each energy efficiency measure reported should be classified into one of the following end-use categories

Residential End Uses

Detailed End Use	***Aggregated End Use***
Clothes Dryer	Appliances
Clothes Washer	Appliances
Consumer Electronics	Consumer Electronics
Cooking	Cooking Appliances
Dishwasher	Appliances
Other Appliance	Appliances
Building Shell	HVAC
Space Cooling	HVAC
Space Heating	HVAC
Interior Lighting	Lighting

Exterior Lighting	Lighting
Pool Pump	Pool Pump
Freezers	Refrigeration
Refrigeration	Refrigeration
Water Heating	Water Heating
Other (User Entered Text String Description)	Other

Nonresidential End Uses

Detailed End Use	***Aggregated End Use***
Building Shell	HVAC
Space Cooling	HVAC
Space Heating	HVAC
Ventilation	HVAC
Daylighting	Lighting
Interior Lighting	Lighting
Exterior Lighting	Lighting
Office Equipment	Office
Compressed Air	Process
Cooking	Process
Food Processing	Process
Motors	Process
Process Cooling	Process
Process Heat	Process
Process Steam	Process
Pumps	Process
Refrigeration	Refrigeration
Other (User Entered Text String Description)	Other

Measure Market Sector/Market Segment Classification

Where reports require market sector or market segment classification, the following classification scheme should be used.

Market Sector	***Market Segment***
Residential	NA
Single Family	NA
Multi Family	NA
Mobile Homes	NA
Nonresidential	NAICS CODE (greater than 2 digit not required)
Commercial	NAICS CODE (greater than 2 digit not required)
Industrial	NAICS CODE (greater than 2 digit not required)
Agricultural	NAICS CODE (greater than 2 digit not required)
Unknown	NA

7. Allowable Costs

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	**Allowable Costs**
Administrative Cost Category	
	Managerial and Clerical Labor
	IOU Labor - Clerical
	IOU Labor - Program Design
	IOU Labor - Program Development
	IOU Labor - Program Planning
	IOU Labor - Program/Project Management
	IOU Labor - Staff Management
	IOU Labor - Staff Supervision
	Subcontractor Labor - Clerical
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	Human Resource Support and Development
	IOU Labor - Human Resources
	IOU Labor - Staff Development and Training
	IOU Benefits - Administrative Labor
	IOU Benefits - Direct Implementation Labor
	IOU Benefits - Marketing/Advertising/Outreach Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Pension - Administrative Labor
	IOU Pension - Direct Implementation Labor
	IOU Pension - Marketing/Advertising/Outreach Labor
	Subcontractor Labor- Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor
	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees
	IOU Conference Fees
	IOU Labor - Conference Attendance

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	**Allowable Costs**
	IOU Travel - Airfare
	IOU Travel - Lodging
	IOU Travel - Meals
	IOU Travel - Mileage
	IOU Travel - Parking
	IOU Travel - Per Diem for Misc. Expenses
	Subcontractor - Conference Fees
	Subcontractor Labor - Conference Attendance
	Subcontractor - Travel - Airfare
	Subcontractor - Travel - Lodging
	Subcontractor - Travel - Meals
	Subcontractor - Travel - Mileage
	Subcontractor - Travel - Parking
	Subcontractor - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	IOU Equipment Communications
	IOU Equipment Computing
	IOU Equipment Document Reproduction
	IOU Equipment General Office
	IOU Equipment Transportation
	IOU Food Service
	IOU Office Supplies
	IOU Postage
	IOU Labor - Accounting Support
	IOU Labor - Accounts Payable
	IOU Labor - Accounts Receivable
	IOU Labor - Administrative
	IOU Labor - Facilities Maintenance
	IOU Labor - Materials Management
	IOU Labor - Procurement
	IOU Labor - Shop Services
	IOU Labor - Transportation Services
	IOU Labor - Automated Systems
	IOU Labor - Communications
	IOU Labor - Information Technology
	IOU Labor - Telecommunications
	Subcontractor Equipment Communications
	Subcontractor Equipment Computing
	Subcontractor Equipment Document Reproduction
	Subcontractor Equipment General Office
	Subcontractor Equipment Transportation
	Subcontractor Food Service
	Subcontractor Office Supplies

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	**Allowable Costs**
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
	Subcontractor Labor - Materials Management
	Subcontractor Labor - Procurement
	Subcontractor Labor - Shop Services
	Subcontractor Labor - Administrative
	Subcontractor Labor - Transportation Services
	Subcontractor Labor - Automated Systems
	Subcontractor Labor - Communications
	Subcontractor Labor - Information Technology
	Subcontractor Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	IOU - Advertisements / Media Promotions
	IOU - Bill Inserts
	IOU - Brochures
	IOU - Door Hangers
	IOU - Print Advertisements
	IOU - Radio Spots
	IOU - Television Spots
	IOU - Website Development
	IOU Labor - Marketing
	IOU Labor - Media Production
	IOU Labor - Business Outreach
	IOU Labor - Customer Outreach
	IOU Labor - Customer Relations
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots
	Subcontractor - Television Spots
	Subcontractor - Website Development
	Subcontractor Labor - Marketing
	Subcontractor Labor - Media Production
	Subcontractor Labor - Business Outreach
	Subcontractor Labor - Customer Outreach
	Subcontractor Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	**Allowable Costs**
	IOU Labor - Curriculum Development
	IOU Labor - Customer Education and Training
	IOU Labor - Customer Equipment Testing and Diagnostics
	IOU Labor - Facilities Audits
	Subcontractor Labor - Facilities Audits
	Subcontractor Labor - Curriculum Development
	Subcontractor Labor - Customer Education and Training
	Subcontractor Labor - Customer Equipment Testing and Diagnostics
	Installation and Service - Labor
	IOU Labor - Customer Equipment Repair and Servicing
	IOU Labor - Measure Installation
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	IOU Audit Applications and Forms
	IOU Direct Implementation Literature
	IOU Education Materials
	IOU Energy Measurement Tools
	IOU Installation Hardware
	Subcontractor - Direct Implementation Literature
	Subcontractor - Education Materials
	Subcontractor - Energy Measurement Tools
	Subcontractor - Installation Hardware
	Subcontractor -Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	IOU Labor - Field Verification
	IOU Labor - Site Inspections
	IOU Labor - Rebate Processing
	IOU Rebate Applications
	Subcontractor Labor - Field Verification
	Subcontractor Labor - Rebate Processing
	Subcontractor - Rebate Applications