

**FIRST AMENDMENT
TO
EMPOWER AGREEMENT**

Between

COUNTY OF SANTA BARBARA

And

COUNTY OF VENTURA

California Energy Commission Pass-through Funding

Dated: _____, 2017

THIS FIRST AMENDMENT TO THE EMPOWER AGREEMENT BETWEEN COUNTY OF SANTA BARBARA AND COUNTY OF VENTURA CALIFORNIA ENERGY COMMISSION PASS-THROUGH FUNDING (herein referred to as “ VC CEC First Amendment”) is made and entered into, on _____, 2017, by and between the County of Santa Barbara (“SBC”), a political subdivision of the State of California, and the County of Ventura (“VC”), a political subdivision of the State of California, and is made with reference to the following:

Recitals

WHEREAS, the *California Energy Commission Sub-Recipient Agreement* was executed, by and between the County of Santa Barbara and the County of Los Angeles, effective as of June 25, 2013; and

WHEREAS, SBC is executing the FIRST AMENDMENT TO THE CALIFORNIA ENERGY COMMISSION SUB-RECIPIENT AGREEMENT (“CEC First Amendment”) on March 7, 2017, to add additional tasks to the Scope of Work and reprogram funds in the Subrecipient Budget to undertake these additional tasks; and

WHEREAS, SBC and VC previously executed the emPower Agreement between County of Santa Barbara and County of Ventura, California Energy Commission Pass-Through Funding (herein referred to as “VC Subrecipient Agreement”) effective March 18, 2014; and

WHEREAS, the parties desire to amend the VC Subrecipient Agreement to extend the term of the VC Subrecipient Agreement and to amend the Scope of Work including adding Subtasks 2.1, 2.2, 2.3 and 2.4 to the Scope of Work; and

WHEREAS, this VC CEC First Amendment incorporates the terms and conditions and definitions set forth in the VC Subrecipient Agreement, except as modified by this VC CEC First Amendment; and

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

1. The definitions of “Eligible Customer,” “Eligible Project,” “Finance Program,” “Program,” and “Subcontractor” set forth in ARTICLE I, Definitions, are hereby amended to read as follows:

“Eligible Customer” shall refer only to those property owners at the address where an Eligible Project is installed, located within the geographic boundary of Ventura County.

“Eligible Project” shall mean an energy efficiency retrofit project that meets the criteria set forth in Exhibits C and D.

“Finance Program” shall mean the energy efficiency loan program administered by SBC and its Lenders that is supported by the Loan Loss Reserve Credit Enhancement and interest rate buy down credit enhancement and designed to offer lower-interest home energy upgrade loans to Eligible Customers.

“Program” shall mean the energy efficiency retrofit services offered by SBC’s emPower Central Coast program, inclusive of the Finance Program, which are expanded into Ventura County through this Agreement.

“Subcontractor” shall mean only government entities contracting with either of the Parties to furnish services or materials as part of or directly related to this Agreement.

2. Article VIII, Section 8.01, Term, is hereby amended to read as follows:

This Agreement shall be effective as of the Effective Date and shall terminate on April 30, 2030, unless terminated earlier in accordance with the termination clauses in this Article VIII. Notwithstanding the Termination of this Agreement, VC shall be subject to the wind-down obligations set forth in Section 9.07 and the survival provisions set forth in Section 9.17.

3. The first paragraph of Exhibit A, SCOPE OF WORK, Subtask 2.1, is hereby amended to read as follows:

- The goal of this task is to expand, support, and promote the Program for property owners in Ventura County utilizing current programmatic infrastructure (i.e. standardized agreements, processes, workflows, branding, advertising, etc.), while minimizing programmatic redundancies and community confusion. By completing Project Task 2 described below, VC is expected to increase the number of individuals that take advantage of Program services. VC’s performance on this task will be evaluated by the metrics reported in narrative report including, but not limited to, the following:

4. The second paragraph of Exhibit A, SCOPE OF WORK, Subtask 2.1, First Bullet, is hereby amended to read as follows:

VC shall:

- Assist in the expansion of the Program into Ventura County to attract more participation from property owners and local contractors and provide personalized customer service to Eligible Customers as needed to help navigate them through Program services.

5. Exhibit B-2, SUBRECIPIENT SALARY AND INDIRECT RATES, is hereby amended to read as follows:

| | |
|------------------------|---------------|
| Indirect Rate * | 13.60% |
| Fringe Rate | 47.68% |

| Position Title | Pay Rate | Fringe Benefits | Indirect | Loaded Bill Rate |
|---------------------------------|-----------------|------------------------|-----------------|-------------------------|
| Senior Deputy Executive Officer | \$ 93.09 | 44.39 | 12.65 | 137.48 |
| Technical Specialist IV-MB | \$ 32.04 | 15.28 | 4.37 | 47.32 |
| Program Administrator I | \$ 45.07 | 21.49 | 6.14 | 66.56 |
| Management Analyst II | \$ 51.81 | 25.6 | 7.33 | 79.47 |

* For invoicing and reporting purposes, the indirect rate is incorporated into the loaded bill rate

6. The second sentence of Exhibit C, **PROJECT ELIGIBILITY DESIGN CRITERIA**, is hereby amended to read as follows:

A prospective energy efficiency project will be deemed an Eligible Project if it meets the following criteria:

7. Exhibit D, LAC AGREEMENT INCORPORATED BY REFERENCE, is hereby amended to read as follows:

NB: All provisions of the following attached LAC Agreement, as amended by the CEC First Amendment, are incorporated herein to this VC Subrecipient Agreement, as amended by the VC CEC First Amendment, by reference. All references to “Sub-Recipient” shall mean and include VC, and VC shall comply with all provisions of the LAC Agreement, as amended by the CEC First Amendment, as if it is a signatory to the LAC Agreement and the CEC First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this VC CEC First Amendment to be executed by their duly authorized representatives.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
JOAN HARTMAN
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY: _____
GEORGE CHAPJIAN,
Department Head

By: _____
Deputy Auditor- Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

IN WITNESS WHEREOF, SBC and VC have executed this VC CEC First Amendment by the respective authorized officers as set forth below to be effective on the date executed by all Parties.

County Executive Office
County of Ventura