

Tri-County Regional Energy Network 2019-2025 ENERGY EFFICIENCY PROGRAMS AND BUDGETS AGREEMENT

THIS TRI-COUNTY REGIONAL ENERGY NETWORK 2019-2025 ENERGY EFFICIENCY PROGRAMS AND BUDGETS AGREEMENT (the "Programs Agreement") is made and entered into as of the Effective Date, by and among

The County of Ventura (the "County"), a political subdivision of the State of California;

Southern California Gas Company ("SoCalGas"), a California public utilities corporation, with its principal place of business in Los Angeles, California and a wholly owned subsidiary of Sempra Energy, a California Corporation;

Southern California Edison ("SCE"), a California public utilities corporation, with its principal place of business in Rosemead, California, a wholly owned subsidiary of Edison International, a California corporation; and

Pacific Gas and Electric Company ("PG&E"), a California public utilities corporation, with its principal place of business in San Francisco, California, a wholly owned subsidiary of PG&E Corporation, a California corporation

based upon the following recitals:

RECITALS

R1. The County is the authorized administrator for the Tri-County Regional Energy Network (the "3C-REN"), a consortium of three counties consisting of San Luis Obispo, Santa Barbara and Ventura Counties (the "3C-REN Counties") located within SCE, PG&E and SoCalGas territories, and the authorized agent for the 3C-REN Counties for the purposes of this Programs Agreement.

R2. On August 25, 2016, the California Public Utilities Commission (the "Commission") issued its *Decision Providing Guidance For Initial Energy Efficiency Rolling Portfolio Business Plan Filings* ("D.16-08-019"), which provided guidance on the Energy Efficiency Rolling Portfolio Business Plan filing and Regional Energy Networks ("RENS") and included consideration of the formation of new RENS.

R3. On November 2, 2016, in Rulemaking 13-11-005, the Assigned Commissioner and Administrative Law Judge issued a Scoping Memo and Ruling and provided procedural guidance for RENS submissions for the Energy Efficiency Rolling Portfolio Business Plan for 2018-2025.

R4. On January 23, 2017, the County on behalf of 3C-REN filed a motion for approval of 3C-REN's Energy Efficiency Rolling Portfolio Business Plan.

R5. On June 5, 2018, the Commission issued D.18-05-041 (the "Decision") and adopted the Energy Efficiency Business Plans of SoCalGas, SCE and PG&E, collectively referred to as the Investor-Owned Utilities ("IOUs"), and Non-IOU Program Administrators for 2018-2025, which included conditional approval of 3C-REN's Energy Efficiency Rolling Portfolio Business Plan subject to certain required modifications and on the condition that 3C-REN submit a revised budget in its Annual Budget Advice Letter ("ABAL") for 2019.

R6. On August 1, 2018, SoCalGas on behalf of itself, PG&E, SCE, and 3C-REN filed the 2019 Joint Cooperation Memorandum ("2019 JCM") pursuant to the Decision. The 2019 JCM was approved by the Commission on August 30, 2018.

R7. On September 4, 2018, the County on behalf of 3C-REN filed the 2019 ABAL. The 2019 ABAL was approved by the Commission on October 31, 2018, with an effective date of October 4, 2018.

R8. Pursuant to the Decision, other formal Commission actions, the approved 2019 JCM and 2019 ABAL, the County shall act on behalf of the 3C-REN to implement the following 3C-REN programs under this Programs Agreement:

a. 3C-REN Residential Direct Install (RES DI) Program. The 3C-REN Residential Direct Install (“RES DI”) program fills a regional gap in current IOU offerings and delivers direct install measures that target hard-to-reach (“HTR”) residential customers. The 3C-REN RES DI program targets renters and owners of single-family and multifamily properties, and Disadvantaged Communities (“DACs”) in Ventura, Santa Barbara, and San Luis Obispo Counties, offering a single, unified program to regional residents. 3C-REN will work with local non-profit, “energy service providers” (e.g., Community Action Partnerships, or CAPs) that currently deliver income-based programs such as the Energy Savings Assistance (ESA), Middle Income Direct Install (MIDI), and Low-Income Home Energy Assistance Programs (LIHEAP) to leverage their experience and infrastructure to provide 3C-REN RES DI program services to a broader audience than they currently serve.

b. 3C-REN Codes & Standards (C&S) Program. The 3C-REN Codes & Standards (“C&S”) program is designed to fill gaps in current IOU offerings for the 3C-REN territory. The 3C-REN C&S program serves the counties of Ventura, Santa Barbara, and San Luis Obispo (Tri-Counties) and helps them reduce energy use through improved building design and construction. The 3C-REN C&S program offers local governments and local building professionals access to the resources needed for enforcing and complying with the California Building Energy Efficiency Code (contained in Title 24 of the California Code of Regulations), including best practice guides, checklists, policy support, targeted training, and on-site support, as well as improving systems for tracking and reporting on energy- and sustainability-related permitted projects. It will also offer local, person-to-person trainings, mentorship and in-the-field opportunities, as well as over-the-counter and on-call expert assistance for C&S education. In addition to coordinating with the IOUs to leverage existing statewide C&S resources for classroom and online trainings, the 3C-REN C&S program will establish a “Code Coach” service to run concurrent to and alongside other training efforts providing on-the-project, in-field, and technical support.

c. 3C-REN Workforce Education & Training (WE&T) Program. The 3C-REN Workforce Education & Training (“WE&T”) program is designed to fill gaps in current IOU offerings for the 3C-REN territory. The 3C-REN WE&T program will leverage existing statewide resources and curriculum, expand and build local partnerships with regional educational providers, and facilitate the connection between a robust regional workforce and state energy efficiency goals. It will also offer career pathways and enrichment by providing access to in-person trainings, mentorship opportunities and cross promotion of IOU workforce trainings, including HTR workers and those identified as living in DACs. The 3C-REN WE&T program will provide program-specific training for local building professionals to help ensure quality work, greater energy savings, and compliance with codes and standards. The 3C-REN WE&T program is designed with emphasis on retrofitting residential buildings, including the vast majority built before 1978 and the current energy standards. It will also serve to educate builders in modern code and compliance verification concerns.

R9. The Parties each intend to enter into a contractual relationship by entering into this Programs Agreement.

NOW, THEREFORE, the County, SCE, PG&E, and SoCalGas further agree as follows:

1.0 1.0 DOCUMENTS

1.1 This base document, along with the Exhibits expressly listed below, as well as any documents expressly incorporated herein, collectively form, and are referred to throughout as, the “Programs Agreement.” This Programs Agreement shall be read and interpreted as a single and unified document, without giving interpretive precedence to where a provision is located within the Programs Agreement. The Exhibits are as follows:

Exhibit A	3C-REN RES DI Program Scope of Work (“SOW”) and Implementation Plan (IP)
Exhibit B	3C-REN C&S Program Scope of Work (“SOW”) and Implementation Plan (IP)
Exhibit C	3C-REN WE&T Program Scope of Work (“SOW”) and Implementation Plan (IP)
Exhibit D	Approved 2019 JCM of SoCalGas, PG&E, SCE, and 3C-REN Pursuant to D.18-05-41
Exhibit E	Security Incident Response Provision
Exhibit F	Computing System and Security Review Obligations
Exhibit G	Tri-County and Sub-Contractors Time and Materials Hourly Rate Schedule
Exhibit H	Monthly Invoicing and Reporting Requirements
Exhibit I	Maximum Contract Sum and IOU Maximum Contribution
Exhibit J	Energy Efficiency Policy Manual Version 5 July 2013

1.2 This Programs Agreement which incorporates the Recitals and the above-referenced Exhibits constitutes the complete and exclusive statement of understanding among the Parties and supersedes any previous agreements, written or oral, and all communications among the Parties relating to the subject matter herein.

1.3 Captions and section headings used in this Programs Agreement are for convenience only, are not a part of this Programs Agreement, and are not intended to be used in interpreting this Programs Agreement.

2.0 DEFINITIONS

The terms and phrases in this Section 2.0, in quotes and with initial letter(s) capitalized, shall have the meanings set forth below whenever used in this Programs Agreement.

- 2.1 “Business Day” is the measurement period of time, for purposes of this Programs Agreement, from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
- 2.2 “Calendar Day” is the measurement period of time, for purposes of this Programs Agreement, from one midnight to the following midnight, including Saturdays, Sundays,

and holidays. Unless otherwise specified, all days in this Programs Agreement are Calendar Days.

- 2.3 “Commission” or “CPUC” means the California Public Utilities Commission.
- 2.4 [Reserved]
- 2.5 “Third-Party Contractor” is a person or an entity participating in any of the 3C-REN Programs to furnish services or materials as part of or directly related to a Program under a Scope of Work. To be a Third-Party Contractor, the following conditions must be met: (1) the person or entity is not an employee, Subcontractor, or agent of any of the 3C-REN Counties, (2) the person or entity does not have a contractual relationship with any of the 3C-REN Counties relating to any of the 3C-REN Programs, and (3) the person or entity’s participation in the 3C-REN Programs is not directly controlled by any of the 3C-REN Counties.
- 2.6 “Customer” or “Customers” means, whether singular or plural, those persons or entities receiving electrical service from SCE or PG&E or natural gas service from PG&E or SoCalGas.
- 2.7 “Decision” means the Decision Addressing Energy Efficiency Business Plans (D.18-05-041) issued on June 5, 2018, adopting a portfolio of Energy Efficiency Rolling Portfolio Business Plans to be implemented in 2018-2025 including those by SCE, PG&E, SoCalGas, and 3C-REN, and referred to in Recital R5 and R8.
- 2.8 “Effective Date” for this Programs Agreement is January 1, 2019, upon approval and signature by the County, SCE, PG&E, and SoCalGas of this Programs Agreement.
- 2.9 “EM&V” means evaluation, measurement and verification of a Program pursuant to Commission requirements.
- 2.10 [Reserved]
- 2.11 “Incentive” has the meaning used in the Commission’s Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.
- 2.12 “IP” or “Implementation Plan” means the document filed by the County and approved by the Commission, which addresses Program design and implementation of the work and activities approved in the Decision or other Commission actions, and attached to this Programs Agreement as Exhibit A, B and C, which may be amended and updated to reflect the latest Commission-approved 3C-REN Programs and Budget for each program year. For future IP revision, once the Commission has approved the revised IP, such approved IP shall be automatically incorporated into and attached to Exhibit A, B and C and shall be incorporated herein. Any subsequent changes or modifications by the Commission shall also be automatically incorporated into and attached to Exhibit A, B, and C and shall be incorporated herein. As between IPs, the most recent Commission-approved IP shall be controlling.
- 2.13 “Lead Utility” means and refers to SoCalGas.
- 2.14 “Parties” means the County, SCE, PG&E, and SoCalGas collectively.
- 2.15 “Party” refers to the County, SCE, PG&E, or SoCalGas.

- 2.16 “Program” or “3C-REN Program” means any one of the 3C-REN programs in Recital R8 and the corresponding SOW and IP referenced in Section 1.1
- 2.17 “Programs” or “3C-REN Programs” means all of the 3C-REN programs in Recital R8 and the corresponding SOWs and IPs referenced in Section 1.1.
- 2.18 “Program Expenditures” means actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures by any of the 3C-REN Counties in support of a 3C-REN Program or Commission-approved EM&V activities.
- 2.19 [Reserved]
- 2.20 [Reserved]
- 2.21 [Reserved]
- 2.22 “Scope of Work” or “SOW” means any of the Scope of Work Exhibits A, B or C attached hereto.
- 2.23 “SOWs” means all of the Scope of Work Exhibits A, B and C attached hereto.
- 2.24 “Subcontractor” means a person or an entity contracting directly with any of the 3C-REN Counties, or any subcontractor thereof, to furnish services or materials as part of or directly related to this Programs Agreement.
- 2.25 “Utility” or “Utilities” means and refers to SCE, PG&E and SoCalGas, jointly and severally.
- 2.26 “Work” means any and all services and deliverables and related obligations to be performed under this Programs Agreement, or any revision to this Programs Agreement, including but not limited to the tasks described in Section 3.0.

3.0 WORK

- 3.1 Utilities. SoCalGas shall act as lead fiscal manager (Lead Utility) to disperse its, PG&E and SCE funds to the County and conduct general management and monitoring activities in compliance with Commission directives. The Utilities’ role shall encompass all of the usual fiscal and management functions as set forth in this Programs Agreement, including fiscal oversight and monitoring, and as otherwise determined by the Commission. The Utilities will be responsible for timely payments to the County for work authorized by the Commission, as set forth in this Programs Agreement.
- 3.2 3C-REN Counties’ Independent Authority. Under the Decision and Energy Efficiency Policy Manual Version 5 dated July 2013 (Exhibit J), and within the confines of the approvals of its SOW and IPs approved by the Commission, the 3C-REN Counties have the independent authority to design, manage, deliver, and oversee their own 3C-REN Programs, without the Utilities’ direction as it relates to design and delivery of its Programs. The County on behalf of 3C-REN shall be independently accountable to the Commission for delivering the results outlined in the IPs.

- 3.3 Scope of Work (SOW). The County on behalf of 3C-REN shall implement all 3C-REN Programs set forth in the SOWs, consistent with the Commission's Decision and directions.
- 3.4 Modification of the Program by the Commission. The Parties each acknowledge and agree that this Programs Agreement and any 3C-REN Program shall at all times be subject to the authority and discretion of the Commission, including, but not limited to, review and modifications, as the Commission may direct from time to time in the exercise of its jurisdiction. If the Commission modifies a 3C-REN Program, the Parties shall amend this Programs Agreement as necessary to incorporate these changes. Such corresponding amendment shall specify any changes, including without limitation, the Scope of Work, increases or decreases in overall Program funding, or such other modification or change as directed by the Commission.
- 3.5 Modification of the Program by the Parties. The County and the Utilities each acknowledge that the Utilities' function does not extend to the 3C-REN Program design or modification, or the effectiveness of the County's delivery of Work, services, and materials under this Programs Agreement. Without limiting the generality of the foregoing, the Utilities and the County may collaborate on and agree to 3C-REN Program designs, implementation strategies or modifications. If the County desires to modify an IP, it must notify the appropriate Utility(ies) and Commission staff by providing the proposed modifications. With Commission approval, the County may modify the IP by documenting the changes in the California Energy Data and Reporting System (CEDARS) website, maintained by the Commission. If the County wishes to eliminate an existing Program or propose a new program, the County must file an advice letter or take other action as directed by the Commission to obtain Commission approval.
- 3.6 In the event of a conflict between the IP and the Scope of Work, the Commission-approved IP shall control, and the Parties will revise the SOW to resolve the conflict. However, any invoicing decision based upon a SOW shall not be a breach of this Programs Agreement, provided any error resulting from an inconsistency between the IP and the SOW is cured within a reasonable time once the error is discovered.
- 3.7 3C-REN Program Start Up.
- 3.7.1 Program Data, Invoicing and Reporting Tool: The County shall attend a workshop that provides training on the use of Utility invoicing and reporting, protocols and procedures, including the use of various invoicing and reporting tools (collectively, "IR Tools"). The County will attend IR Tool training as determined by SoCalGas in consultation with the County.
- 3.8 Reporting
- 3.8.1 IR Tools. After SoCalGas provides the County training on the IR Tools, the County will utilize the IR Tools, which serve three primary purposes:
- 3.8.1.1 Enable the County to provide SoCalGas with required Program information;
- 3.8.1.2 Provide SoCalGas the capability to access the County's 3C-REN Program information and create reports; and
- 3.8.1.3 Provide miscellaneous reporting support for the Utilities' internal and CPUC reporting requirements.

- 3.8.2 Submission of Information into IR Tools. The County will update invoicing and reporting information using the IR Tools on a monthly basis in accordance with requirements set forth in this Programs Agreement. The County will work collaboratively with SoCalGas in tailoring the required files and data for each 3C-REN Program.
- 3.8.3 Monthly Invoicing and Reporting. All required monthly invoice reports can be generated via the IR Tools. The County will be responsible for implementing, adhering to, and the submission of, the items as described in Exhibit H of this Programs Agreement. The invoice reporting requirements may be amended from time to time, at which time SoCalGas will notify the County of the changes and issue a new Exhibit H. The County shall implement these modifications in a timely manner and they will be reflected in future invoice documentation.
- 3.8.4 Utilities' Regulatory Reporting. The County will timely implement, adhere to, and submit the items as requested by the Utilities for CPUC regulatory reporting or data request purposes. The County acknowledges that the Utility may, in its sole discretion, require the County to provide such other reports or documentation that the Utilities deem appropriate or necessary ("Ad Hoc Reports"). The County will comply with any request for such Ad Hoc Report(s) within a reasonable time or within the time requested by the Utility.
- 3.8.5 3C-REN Regulatory Reporting. The Utilities will cooperate and timely submit items as requested by the County for CPUC regulatory reporting or data request purposes. The Utilities acknowledge that the County may reasonably request the Utilities to provide such other reports or documentation that the County deems appropriate or necessary for the purpose of CPUC regulatory reporting.
- 3.8.6 The County acknowledges that to the extent any authorized entity seeks to audit a 3C-REN Program, the Utility(ies) may direct the seeking entity to the County directly or require the County to provide any and all documentation or records required.
- 3.8.7 The monthly invoice and cost accounting schedule is as follows:

Deliverable(s)	Due Date(s)
Prepare and submit monthly invoices and supporting documentation to Lead Utility.	Monthly, by the 15th Calendar Day for Work completed the preceding month.
Prepare and submit quarterly estimated invoices for accrual.	Quarterly by the 10th Calendar Day for the month of March, June, September and December of each calendar year.
Prepare and submit relevant reporting data.	As Utility or County requests and/or requires, as set forth in Section 3.8.

- 3.9 Particular 3C-REN Programs may have additional or different requirements and/or deadlines as set forth in the SOW or as communicated in writing by SoCalGas. Any Commission-approved changes to the IP or SOW shall be incorporated herein in accordance with Section 2.17.

4.0 MAXIMUM CONTRACT SUM

- 4.1 The Maximum Contract Sum committed to this Programs Agreement from the Utilities is set forth in Exhibit I of this Programs Agreement. Exhibit I reflects the 3C-REN's Program budgets from the approved Annual Budget Advice Letter for each Program year. Exhibit I may be amended and updated to reflect the latest Commission-approved 3C-REN budget and the Utilities' maximum funding contribution for each Program year without a need for formal amendment.
- 4.2 Except as otherwise set forth in the SOWs, and future Commission directives, and unless the fund-shifting rules established by the Commission are changed, the County has the sole discretion to re-allocate Program budgets amongst and between the SOWs subject to Commission approval. The County shall timely notify the Utilities of any approved fund shift or budget change. Any Commission-approved 3C-REN budget changes shall be automatically incorporated into and attached to Exhibit I and shall be incorporated herein.
- 4.3 Cost Caps. The County shall endeavor to cap administrative costs at ten percent (10%) of the Maximum Contract Sum, and marketing and outreach costs at equal to six percent (6%) of the Maximum Contract Sum. The County acknowledges that it is the desire of the Commission to keep administrative and marketing costs as low as possible.

5.0 UTILITIES' RELATIONSHIP

- 5.1 SoCalGas, individually and on behalf of SCE and PG&E, will serve as the Lead Utility for this Programs Agreement, in compliance with Commission directives, and shall act as a fiscal agent with responsibility for the timely advance of payments to the County for work authorized by the Commission.
- 5.2 SCE's rights are coextensive of the rights of SoCalGas under this Programs Agreement, and are in no way limited by the Lead Utility.
- 5.3 PG&E's rights are coextensive of the rights of SoCalGas under this Programs Agreement, and are in no way limited by the Lead Utility.
- 5.4 As amongst SCE, PG&E and SoCalGas the terms of their co-funding agreement ("IOU Co-funding Agreement") will take control. The IOU Co-funding Agreement may be amended by mutual agreement of the Utilities without notice, consent or consultation from the County. Nothing in the IOU Co-funding Agreement, or any amendment to it, shall affect any right or obligation of the County with respect to the Utilities.

6.0 INVOICING, REPORTING, & PAYMENTS

The County shall deliver monthly invoices to SoCalGas by the 15th Calendar Day of each month for Program Expenditures incurred for Work completed in the preceding month. SoCalGas shall review the invoices concurrently with SCE and PG&E to ensure (1) that the 3C-REN Counties' activities are consistent with the SOWs and (2) that sufficient Commission budgetary authorization exists. The following invoicing, reporting and payment requirements are applicable to each 3C-REN SOW and Commission-approved 3C-REN EM&V activities:

- 6.1 Time and Material Basis. All work will be performed on a time and material basis and subject to the general provisions set forth below. In the event Work is performed on a basis other than time and materials, the Parties shall agree on general provisions for invoicing and reporting such Work, and incorporate such provisions into this Programs Agreement by amendment prior to the County invoicing the Utilities for such Work.

6.2 General Provisions

- 6.2.1 All charges shall be directly identifiable and required for the authorized work or activity.
- 6.2.2 The County shall notify SoCalGas' agent responsible for the Programs Agreement at such time that it becomes reasonably apparent that the forecasted cumulative charges may exceed any budgets authorized under the SOW or the Decision (whether by task, total amount authorized, or both). The County shall not proceed with or be reimbursed for any Work performed, either beyond the effective period of the Programs Agreement, or exceeding the authorized amounts of the Programs Agreement absent a change order or amendment.
- 6.2.3 The County shall notify SoCalGas' agent responsible for the Programs Agreement of any fund-shifting or re-allocation of the budget amongst and between the SOWs.
- 6.2.4 Labor-Related Costs Under Time and Material Basis. To the extent applicable, the County shall invoice SoCalGas at the fixed hourly rates for the applicable labor categories stated in the SOW's for time spent directly engaged in performance of the authorized work by 3C-REN Counties' employees or agents. Such fixed hourly rates will be updated per the 3C-REN Counties' fiscal year, and shall be inclusive of all the 3C-REN Counties' overhead costs (including all taxes and insurance), administrative and general fees. All labor-related costs shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.
- 6.2.5 The fixed hourly rates provided by the 3C-REN Counties for the respective fiscal year are specified in Exhibit G and may change at the discretion of each 3C-REN County from time to time. The County shall timely notify SoCalGas of any change to the labor rates in Exhibit G, and such change shall be automatically incorporated into the Programs Agreement without need for a formal amendment. The Utilities neither endorse or approved the fixed hourly rates.
- 6.2.6 Expenses. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.
- 6.2.7 Material Costs. Material costs shall be charged without mark-up and substantiated with an invoice stating the unit price, quantity, and other information as required to identify the authorized work or activity.
- 6.2.8 Subcontract Costs and Subcontractors. Subcontracted work or activities shall be charged at the rates actually paid by the 3C-REN Counties, not to exceed the rates set forth in the Programs Agreement for the authorized work or activities by the 3C-REN Counties. The County shall provide SoCalGas invoices for any County invoice that includes Subcontractor costs. With respect to the Utilities, the County shall at all times be responsible for the services or deliverables, and for the acts and omissions of Subcontractors and persons directly or indirectly engaged by the Subcontractors. All expenses shall be charged at cost, without mark-up.

- 6.2.9 Out-of-Pocket expenses. Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in the 3C-REN Counties' overhead costs and will not be reimbursed.
- 6.2.10 Travel Costs. Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. A copy of an airfare receipt indicating the final expense for the trip taken and applicable supporting documents showing the starting point, travel destination, departure and return dates, and the purpose of the trip are required for each air travel reimbursement. Automobile travel from the offices of the 3C-REN Counties' agents or representatives to any Program job site, function or activity shall be paid at the fixed mileage rate stated in the Programs Agreement or, if not stated, at the applicable Internal Revenue Service standard mileage reimbursement rate. Either a mileage log showing miles driven for each trip or a Google/MapQuest, or their equivalent, printout showing the travel path is required for each mileage reimbursement request.
- 6.2.11 Records. The County shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. The Utilities reserve the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the purchase order number provided by the Utilities when applicable. In addition, the County shall cooperate in any audit of the Programs, any action or activity related to this Programs Agreement or the Decision undertaken by the Commission or other authorized entity, if applicable.
- 6.2.12 Key Personnel. The County will appoint a Programs Agreement representative ("County Representative") who will be the primary contact between SoCalGas and the County, and who will be authorized to act on behalf of the County. Such appointment shall be communicated in writing to SoCalGas as soon as reasonably practicable following execution of this Programs Agreement. The County shall promptly notify SoCalGas of the intended reassignment or proposed replacement of the key personnel who will be submitting invoicing and reporting information to SoCalGas. No other key personnel shall undertake the aforementioned tasks without prior written notice to SoCalGas.
- 6.2.13 Activities Outside of Program Scope. Any activities undertaken by the 3C-REN Counties that are outside of the scope of this Programs Agreement, but that are otherwise invoiced by the County, shall not require payment by SoCalGas, SCE, or PG&E. The County may seek permission to amend a SOW, and if such amendment is formally approved by the Commission, and included in a change order, any activities or Work covered under such amended SOW shall be invoiced and paid in accordance with this Programs Agreement.
- 6.3 Invoicing Requirements: The County shall provide the following: Monthly electronic copy invoices are required by the **15th Calendar Day of each month** for Work completed the preceding month with supporting documents described herein. These invoices and supporting documents are for Work performed by the 3C-REN Counties and all of the 3C-REN Counties' Subcontractors. Each invoice shall indicate the sub-total expense for each of the three Programs (RES DI, C&S and WE&T) and itemized each Program expense in "Administrative," "Marketing" and "Direct Implementation."

- 6.4 Invoicing Procedures:
- 6.4.1 The County shall transmit to SoCalGas the monthly invoice files as directed by SoCalGas during the initial training for the IR Tools. The invoice file transmission will take place via a secured file transfer protocol to protect customer or proprietary information.
- 6.4.2 SoCalGas concurrently with SCE and PG&E shall review the monthly invoice within 15 business days of receipt of an invoice from the County to determine if the invoice complies with the requirements set forth in this Programs Agreement.
- 6.4.3 Monthly Narrative. The County shall include with the monthly invoices a monthly narrative that includes a discussion on the following 3C-REN Program activities occurring during the month:
- Administrative activities;
 - Marketing activities;
 - Direct Implementation activities;
 - Other activities which support the review and approval of the County's invoices.
- 6.4.4 Invoice Deficiencies. In the event SoCalGas determines that the County's invoices (or any of the invoices of any Subcontractors that are included for payment) do not meet the invoicing requirements of this Programs Agreement lacks accounting transparency, and/or lacks sufficient material document support, SoCalGas will notify the County of the deficiencies and the County shall correct such deficiencies promptly. SoCalGas has the right to review and approve the data and methods used to develop the invoice documentation. However, the failure to conduct such review or grant such approval shall not relieve the County from its responsibilities and obligations under this Programs Agreement.
- 6.5 Payment by SoCalGas. SoCalGas shall pay undisputed charges within thirty (30) days of invoice approval. SoCalGas has the right to withhold payment of particular charges that SoCalGas disputes in good faith, pending the resolution of the dispute, and SoCalGas will provide the County with notice of the amounts being withheld and the reasons for the dispute. Any withholding of disputed amounts by SoCalGas shall not be deemed a breach of the Programs Agreement by SoCalGas.
- 6.6 Final Invoice. The final invoice shall be marked "FINAL" and must be received by SoCalGas within ninety (90) calendar days after December 31, 2025. SoCalGas shall not be liable for payment of any late invoices that are delivered to SoCalGas beyond the 90 days.
- 6.7 Additional Invoice, Payment and Reporting Requirements. Additional invoice, payment and reporting requirements may be set forth for each SOW.
- 6.8 Ratepayer Benefit, Tracing, Segregation of Funds. The Parties agree that ratepayer-funded programs must directly benefit Customers in the service territory from which the funds are collected. The 3C-REN Programs implemented pursuant to this Programs Agreement are funded in whole or in part by funds collected from SoCalGas', PG&E's

and SCE's Customers for public purpose programs, and therefore must directly benefit SoCalGas', PG&E's, and SCE's Customers.

- 6.8.1 The 3C-REN Counties shall not use 3C-REN Program funds for Program activities outside the Utilities' service territories.
- 6.8.2 The 3C-REN Counties shall not use 3C-REN Program funds for Program activities in any non-joint Utility territory until such time that the County has determined to the reasonable satisfaction of the Utilities that the County can trace and segregate Program funds in order to avoid using Program funds for (i) electric program activities in non-SCE or non-PG&E territory and/or (ii) gas program activities in non-gas utility territory.
- 6.8.3 The County shall not submit any invoice seeking reimbursement for money that does not directly benefit SCE's Customers (for electricity programs), PG&E's Customers (for electric or gas programs) or SoCalGas' Customers (for gas programs). The Utilities are not required to pay any such invoice (or portion of such an invoice) that directly benefits non-customers. If such an invoice (or portion of such an invoice) is inadvertently paid, the County shall refund to the Utility the amount inadvertently paid upon request, or at the Utility's option, the inadvertently paid amount may be used to offset future payment to the County.

6.9 Audits.

- 6.9.1 The Utilities and the Commission shall have the right to audit the County at any time during the term of this Programs Agreement and for five (5) years thereafter. An audit may include, but is not limited to, a review of financial records relating to the Work, Program marketing material, Program implementation documents, funds spent to date, tracing of expenditure of ratepayer funds to the Utilities' Customers, information relating to the substantiation of Program expenditures, Incentives paid to date, customers given Incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.
- 6.9.2 The Utilities may, in their sole discretion and at any time, request information or data relating to the Program, Work or this Programs Agreement, and the County shall provide such information in the format and within the time requested by the Utilities.

- 6.10 The County shall not retain any ratepayer funds erroneously paid under this Programs Agreement. If, at any time, the Utilities discover that an amount was paid to the County in error, either through subsequent review or audit by SoCalGas, PG&E, SCE, the Commission audit, or by another means, the amount erroneously paid to the County may, at the option of the Utility, be used to offset future payment(s) due to the County or must be repaid by the County to the Utility.

7.0 COMMITTEES, MEETING REQUIREMENTS

The Utilities and the County shall, as soon as practicable after the execution of this Programs Agreement, form Coordinating and/or Technical Committees consistent with the intent of the approved 2019 JCM.

8.0 INCENTIVES AND COUNTY/UTILITY COOPERATION

- 8.1 If a 3C-REN Program participant has been identified as previously receiving Incentives either through another ratepayer-funded program, or through any other funding source, the 3C-REN Counties shall not, thereafter, knowingly provide an Incentive to the Program participant for the same measure, product or service. Without limiting the foregoing, the Parties shall cooperate in identifying customers and Program participants who are ineligible for further Incentives due to prior participation in a Party' program.
- 8.2 The County and the Utilities shall coordinate and cooperate with the goal of achieving seamless program offerings and to avoid customer confusion in the offering of products and services.

9.0 OWNERSHIP OF DEVELOPMENTS, MARKETING MATERIALS

- 9.1 The Parties acknowledge and agree that the Utilities, on behalf of their Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") created by the 3C-REN Counties in the performance of this Programs Agreement. Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. The Utilities hereby grant to the 3C-REN Counties a permanent and irrevocable, royalty-free, non-exclusive license to use such Developments for the purpose of implementing the 3C-REN Programs, and shall execute such other documents as may be necessary or desirable to effectuate such grant.
- 9.2 The County shall submit all marketing materials that contain reference to any Utilities to SoCalGas for review and approval prior to their release or communication.
- 9.3 Use of Utilities' Name. The County must receive prior review and written approval from a Utility for the use of such Utility's name or logo on any marketing or other 3C-REN Program materials. The County shall allow twenty (20) Business Days for such Utility review and approval. If the County does not received a response from such Utility within the twenty (20) Business Day period, then it shall be deemed that such Utility has disapproved such use.
- 9.4 Use of County's or 3C-REN's Name: The Utilities must receive prior review and written approval from the County for the use of the name or logo of any 3C-REN County on any marketing or other Program materials. The Utilities shall allow twenty (20) Business Days for the County's review and approval. If the Utilities do not receive a response from the County within the twenty (20) Business Day period, then it shall be deemed that the County has disapproved such use.
- 9.5 The 3C-REN Counties shall not in any way represent to third parties, customers or 3C-REN Program participants that SoCalGas, PG&E, or SCE have endorsed or approved a product, a Third-Party Contractor, a Subcontractor, or their performance of any 3C-REN Program or any other energy efficiency services.
- 9.6 Notwithstanding any provision in this Section 9.0 to the contrary, whether expressly or by implication, the 3C-REN Counties shall disclose the source of funding for the 3C-REN Programs by stating prominently on marketing materials (including but not limited to printed materials and Websites) that these Programs are "administered by the Counties of San Luis Obispo, Santa Barbara, and Ventura and funded by California utility ratepayers under the auspices of the California Public Utilities Commission."

10.0 JURISDICTIONAL WARRANTY

- 10.1 The County warrants that it has full legal authority to implement the 3C-REN Programs under this Programs Agreement or, to the extent legally necessary or desirable, that the County will execute memoranda of understanding with the County of San Luis Obispo and the County of Santa Barbara to allow the County to implement 3C-REN Programs outside the Ventura County boundaries.
- 10.2 The County warrants that the geographic area in which the 3C-REN Programs under this Programs Agreement will be implemented is within the boundaries of the County of San Luis Obispo, the County of Santa Barbara and the County of Ventura.

11.0 COMPLIANCE WITH APPLICABLE LAW, POLICIES AND COMMISSION REGULATIONS

- 11.1 The Parties, and each of them, shall comply with all federal, state (including Commission), and local laws, rules, regulations, ordinances, decisions, policies and directives that are applicable to this Programs Agreement, including, but not limited to, labor and fair employment laws and prevailing wage laws, and all provisions required thereby to be included in contracts are hereby incorporated herein by this reference.
- 11.2 Such regulatory compliance activities, including costs to maintain compliance, shall be paid for solely by the 3C-REN Counties through authorized funding provided under this Programs Agreement, if available, inclusive of any Commission-imposed penalties or disallowances. These include but are not limited to:
 - 11.2.1 Filing and/or submitting required regulatory documents;
 - 11.2.2 Complying with all Commission, statutory and other applicable requirements, rules and policies;
 - 11.2.3 Maintaining adequate records for future financial and management audits and/or reviews;
 - 11.2.4 Maintaining savings and engineering assumptions consistent with current Commission rules or baselines;
 - 11.2.5 Maintaining necessary preventive controls on expenses;
 - 11.2.6 Maintaining and tracking all monies by task and function, including complying with fund-shifting rules between the 3C-REN Programs;
 - 11.2.7 Responding to data requests and complying with all required reporting; and
 - 11.2.8 Any incremental compliance requirements imposed on the 3C-REN Counties by the Commission, during the effective period of this Programs Agreement, but not anticipated in this Programs Agreement, shall be the sole responsibility of the 3C-REN Counties.
- 11.3 Changes in Applicable Laws. After the Effective Date, if any legal, regulatory, or administrative authority issues a decision, ruling, order, or directive of any kind that is binding upon the Parties and that requires modification or addition of terms, covenants or conditions of this Programs Agreement in order for the Parties to be in compliance with same, then the Parties shall meet in good faith as soon as practicable to discuss modifications to this Programs Agreement to bring it into compliance.

- 11.4 Presidential Executive Order 11246. The Parties shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.
- 11.5 The County shall follow General Order 156, setting forth the Commission's policy statement on utility utilization of resources from women, minority, and disabled veteran business enterprises.
- 11.6 Background Checks. The County shall conduct background checks on any employee or Subcontractor who will undertake Program activities conducted at a Utility Customer's residence or a private business location. The background check requirements shall be determined by the County in its reasonable discretion, provided that, at a minimum, the background checks shall be consistent with the County's then-current background check requirements for County programs that contain similar job requirements. Employees of 3C-REN Counties or Subcontractors conducting activities under this Section 11.6:
- 11.6.1 Shall report for work in a manner fit to do their job;
- 11.6.2 Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and
- 11.6.3 Shall not have been convicted of any serious criminal offense, which by its time and nature, presents a discernible safety or property risk to the public.
- 11.7 Non-Discrimination. 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 by reference and made a part of this Programs Agreement. Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions in all subcontracts for its Work obligations.

12.0 INDEMNIFICATION

- 12.1 By the County. The County shall indemnify, defend and hold harmless SCE, PG&E, and SoCalGas, and their respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any liability (including expenses, claims, losses, damages, liabilities or actions in respect thereof, along with reasonable attorneys' fees) of any third parties or by San Luis Obispo County or by Santa Barbara County to the extent caused by the County's act(s) and/or omission(s), or by the act(s) and/or omission(s) of its employees, Subcontractors, or agents.
- 12.2 By SoCalGas. SoCalGas shall indemnify, defend and hold harmless the County, its special districts, elected and appointed officers, employees, and agents, from and against any and all third-party liability (including expenses, claims, losses, damages,

liabilities or actions in respect thereof, along with reasonable attorneys' fees) to the extent caused by SoCalGas's act(s) and/or omission(s), or by the act(s) and/or omission(s) of its employees or agents.

- 12.3 By SCE. SCE shall indemnify, defend and hold harmless the County, its special districts, elected and appointed officers, employees, and agents, from and against any and all third-party liability (including expenses, claims, losses, damages, liabilities or actions in respect thereof, along with reasonable attorneys' fees) to the extent caused by SCE's act(s) and/or omission(s), or by the act(s) and/or omission(s) of its employees or agents.
- 12.4 By PG&E. PG&E shall indemnify, defend and hold harmless the County, its special districts, elected and appointed officers, employees, and agents, from and against any and all third-party liability (including expenses, claims, losses, damages, liabilities or actions in respect thereof, along with reasonable attorneys' fees) to the extent caused by PG&E's act(s) and/or omission(s), or by the act(s) and/or omission(s) of its employees or agents.
- 12.5 The obligations of each Party under this section shall survive the termination of this Programs Agreement.

13.0 INSURANCE

- 13.1 The County will maintain the following insurance coverage or self-insurance coverage, at all times during the term of this Programs Agreement, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:
- 13.1.1 Workers' Compensation: statutory minimum.
 - 13.1.2 Employer's Liability coverage: \$1 million minimum.
 - 13.1.3 Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.
- Such insurances shall acknowledge the Utilities, their officers, agents and employees as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against the Utilities, its officers, agents, employees and other contractors or subcontractors.
- 13.1.4 Commercial or Business Auto: \$1 million minimum.
- Such insurance shall acknowledge the Utilities, their officers, agents and employees as additional insureds and be primary for all purposes.
- 13.1.5 Professional Liability (if applicable): \$1 million minimum.
- 13.2 Evidence of Insurance. Upon request at any time during the term of this Programs Agreement, the County shall provide evidence that its insurance policies and the insurance policies as provided in this section are in full force and effect, and provide the coverage and limits of insurance that the County has represented and warranted herein to maintain at all times during the term of this Programs Agreement.
- 13.3 Self-Insurance. If the County is self-insured, it shall upon request forward documentation to the Utilities that demonstrates to the Utilities' satisfaction that the County self-insures

as a matter of normal business practice before commencing the Work. The Utilities will accept reasonable proof of self-insurance comparable to the above requirements.

- 13.4 Notice of Claims. The County shall immediately report to the Utilities, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by the County or any Subcontractor or their receipt of notice or knowledge of any claim by a third party of any occurrence related to the Programs and/or to this Programs Agreement that might give rise to such a claim.
- 13.5 Insurance Indemnification. If the County fails to comply with any of the provisions of this Section 13.0, or to the extent the County does not require its Subcontractors to maintain the insurance coverage specified in Section 13.1, the County shall, at its own cost, defend, indemnify, and hold harmless the Utilities, their affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the Work by the County or any Subcontractor, or their officers, directors, employees or agents to the extent that the Utilities would have been protected

14.0 LIMITATION OF CERTAIN LIABILITIES

No Party shall be liable to the other(s) for the other's or others' indirect, incidental, or consequential damages, 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 Programs Agreement.

15.0 CONFIDENTIAL INFORMATION AND SECURITY REQUIREMENTS

- 15.1 Except as provided for in Section 15.3 below, no Utility shall be required to provide to the County any Confidential Customer Information (as defined below), or any information that is deemed by the Utility to be proprietary, trade secret, or otherwise confidential. In the event a Utility agrees in writing to any such disclosure of such information, the Utility may require the County to enter into a nondisclosure agreement and undergo a data security review as a condition to its disclosure. Notwithstanding the foregoing and in the event the Utilities provide any Confidential Customer Information pursuant to this Programs Agreement, the Parties agree that Confidential Customer Information is exempt from disclosure under the California Public Records Act, Cal. Gov't Code Sections 6250, *et seq.*, under the exemptions provided in the California Public Records Act, including Sections 6254(e), 6254(k), and/or 6255(a), and will withhold from disclosure such materials unless ordered to do so by a court of competent jurisdiction.
- 15.2 Confidential Customer Information. "Confidential Customer Information" is a Utility Customer's personal identifiable information which shall include, but is not limited to, name, address, telephone number, account number and all billing and usage information, as well as any Utility Customer's information marked as "confidential."
- 15.3 Except as explicitly provided for in this Section 15.3, no Utility will disclose any Confidential Customer Information to the County unless authorized in writing by the Customer, except for the following information, which will be made available on an as-needed basis and subject to the confidentiality and non-disclosure provisions of this Programs Agreement:

- 15.3.1 The County may request and receive confirmation that a purported Customer is currently served by one of the Utilities;
- 15.3.2 The County may request and receive information on the Utility Customer's past participation in an energy efficiency program.
- 15.4 The County shall comply with the attached Exhibit F with respect to any Confidential Customer Information provided under this Programs Agreement. The County shall immediately notify SCE, PG&E and SoCalGas representatives if the County is, or becomes, unable to meet any of the requirements contained therein.
- 15.5 The County shall not disclose any Confidential Customer Information to any third party during the term of this Programs Agreement or after its completion, without the County having obtained the prior written consent of such Utility, except as provided by law, lawful court order or subpoena and provided the County gives such Utility written notice of such order or subpoena promptly after its receipt.
- 15.6 Any information provided to the County is provided "as is," and the Utility shall not be liable for the accuracy or completeness of any information provided.
- 15.7 Commission Proceedings. Nothing in this Section 15.0 shall prohibit the County from disclosing non-confidential information (including aggregated statistical data without specific Customer identifiers) concerning the 3C-REN Programs to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.
- 15.8 Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to the County by a Utility, and any and all documents and materials containing such Confidential Customer Information or produced by the County based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Programs Agreement shall be returned upon written request by such Utility. Nothing in the Programs Agreement shall be construed as granting any rights in or to Confidential Customer Information to the receiving Party, except the right of use in accordance with the provisions in this Programs Agreement.
- 15.9 Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages may be an inadequate remedy for breach of this Section 15.0 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 15.0 by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to seek 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.
- 15.10 Computing System Access and Security Review Obligations. The Parties acknowledge and agree that no Utility shall be required to allow any Party to access the Utility's computer systems unless and until the Parties execute an amendment incorporating mutually agreeable computing system access terms that are the same or substantially similar to Exhibit F.
- 15.11 The obligations of each Party under this section shall survive the termination of this Programs Agreement.

16.0 TERM AND TERMINATION

16.1 Term. The term of this Programs Agreement shall be from the Effective Date until March 31, 2026, unless terminated earlier as provided in this section, provided however that all Work and services shall be completed by the dates specified in the SOW or December 31, 2025, whichever is earlier. The 90-day period following December 31, 2025 shall be for administrative purposes only.

16.2 If the County possesses unspent funding authorized by the Decision after July 1, 2026, including moneys repaid pursuant to financing terms, such funds shall be returned to ratepayers unless otherwise directed by the Commission.

16.3 Termination For Convenience. This Programs Agreement shall not be terminated for convenience of the Parties, except as by an order, decision or resolution of the Commission. Notwithstanding the foregoing, the Commission, by decision, order or resolution, may deem that all or a portion of this Programs Agreement be terminated. In the event of such termination, the Utilities shall pay for Work performed prior to the date of termination but in no event shall the Utilities be liable for lost or anticipated proceeds or overhead on uncompleted portions of the Work.

16.4 Immediate Cause For Suspension. The Utilities can suspend this Programs Agreement for the following situations:

i. The County has become insolvent, has failed to pay its bills, or has had checks for payment of its bills returned from suppliers and Subcontractors due to insufficient funds; or

ii. The County's commission of any material act of dishonesty, fraud and misrepresentation or material act causing public risk or harm.

In the event of such suspension, the Utilities may seek Commission approval to terminate the Programs Agreement. In a case of suspension and/or termination, the Utilities shall pay for Work satisfactorily performed prior to the date of suspension or termination but in no event shall the Utilities be liable for lost or anticipated proceeds or overhead on uncompleted portions of the Work.

16.5 Declaration of Default. Any Party, by written Notice of Default, may declare a default of the whole or any part of this Programs Agreement by another Party, if the other Party has breached any of its obligations under the Programs Agreement.

16.6 Opportunity to Cure. Upon delivery of a Notice of Default, the defaulting Party shall have a reasonable amount of time, but not greater than twenty (20) Business Days, to cure the default or demonstrate convincing progress toward a cure.

16.7 Unless default is timely cured, or in the event the same default occurs more than three times in a 12-month period, the non-breaching Party may (i) notify Commission staff of the dispute; (ii) suspend payment of a particular invoice, or portion thereof, which may be subject to the dispute; (iii) suspend all further performance by the non-breaching Party until the breach is cured; (iv) seek an order, decision or resolution from the Commission authorizing and directing termination of all or part of this Programs Agreement; or (v) any combination of the above. In the event the Commission authorizes and directs that the non-breaching Party can terminate all or part of the Programs Agreement, the non-breaching Party shall notify the breaching Party of such decision and thereafter all or a portion of the Programs Agreement, as authorized by the Commission, shall be deemed terminated. Notwithstanding the foregoing, the Utilities may immediately suspend their obligations under this Program Agreement in the event the Utilities reasonably determine

that the County has committed a material and non-curable breach of applicable laws, rules, regulations, Commission orders or directives, or is using confidential information or Confidential Customer Information in a manner not contemplated under this Programs Agreement. A material breach shall include failure by the County to comply with duties owed to the Commission and/or Commission staff as defined in the Decision.

16.8 Breach of Duty of Confidentiality. In the event of a breach of any provision of Section 15, the non-breaching Party is immediately relieved of any obligation to provide further Confidential Customer Information and/or computer system access, and may demand immediate return of all Confidential Customer Information or other confidential information that may have been provided. This remedy is in addition to the remedies for material breach listed above.

16.9 Subject to the provisions of this Programs Agreement, the County shall be entitled to funds for all expenditures incurred or accrued up to the effective date of termination or suspension of the Programs Agreement, provided that any reports, invoices, documents or information required under the Programs Agreement are submitted in accordance with the terms and conditions of the Programs Agreement. The provisions of this section shall be the County's sole compensation resulting from any termination or suspension of this Programs Agreement. In the event of termination or suspension, the County shall stop any Work in progress and take action to bring the activities to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts.

17.0 REMEDIES CUMULATIVE

All remedies provided for in this Programs Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to any Party at law or in equity.

18.0 NOTICES

Any written notice, demand or request required or authorized in connection with this Programs 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:

Susan Hughes
Senior Deputy Executive Officer
Ventura County
800 S. Victoria Avenue
Ventura, CA 93009
Tel: (805) 654-3836
Fax: (805) 654-5106
E-mail: susan.hughes@ventura.org

SCE:

Christopher Malotte, Senior Advisor
Southern California Edison Company
1515 Walnut Grove Avenue
Rosemead, CA 91770

Phone: (626) 302-0857
Fax: (626) 302-6133
E-mail: christopher.malotte@sce.com

SoCalGas:

Chauncy C. Tou, Principal Customer Programs Advisor
Southern California Gas Company
555 W. Fifth Street, GT20B4
Los Angeles, CA 90013
Phone: (213) 244-2823
Fax: (323) 518-2376
E-mail: CTou@semprautilities.com

PG&E:

Eva Chu, Public Sector Manager
Pacific Gas and Electric Company
245 Market street
San Francisco, CA 94105
Phone: (415) 973-2520
Fax:
Email: Eva.Chu@pge.com

19.0 OTHER PROVISIONS

- 19.1 Amendments. This Programs Agreement may be changed only by written amendment(s) duly executed by the Parties.
- 19.2 Validity. The Parties agree to the rule of contract interpretation which allows the Court to disregard invalid clauses so that it may otherwise hold the remaining provisions of this Programs Agreement as binding.
- 19.3 Successors and Assigns. The Programs Agreement shall be binding on the Parties and their respective successors and assigns. No Party shall assign, delegate, or transfer the Programs Agreement or any interest under it without the prior written consent of the other Parties and the Commission. Any purported assignment of the Programs Agreement by the County either by operation of law, order of any court, or pursuant to any plan of merger, consolidation or liquidation, shall be deemed an assignment by the County for which prior consent is required, and any assignment made without any such consent shall be void and of no effect as among the Parties. Notwithstanding the foregoing, if a Utility 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 other Parties' consent and the Utility shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.
- 19.4 No Construction Against Drafter. No provision of this Programs Agreement shall be construed against any Party merely because that Party drafted the document. Each Party represents that it has had time to review and discuss provisions of the Programs Agreement with interested parties, including its attorneys, and understands the terms and obligations as written.

- 19.5 Severability. If any section, provision, or portion of the Programs Agreement is held to be invalid, illegal, or void by a court of proper jurisdiction, or is terminated by the Parties by direction or by order of the Commission or by the Commission itself, or if an individual Program is terminated by the Parties or at the direction or order of the Commission, such decision shall not impair, affect, or invalidate the remainder of this Programs Agreement. To the extent necessary, the invalid provision shall be reformed so that each Party shall have the obligation to perform reasonably to give the other Party the benefit of its bargain. In the event that the invalid provision cannot be reformed, the remainder of the Programs Agreement shall subsist and continue in full force and effect, and the invalid provision shall be deemed stricken from the Programs Agreement.
- 19.6 No Waiver. No waiver by any Party of any default or breach of any provision of this Programs Agreement shall constitute a waiver of any other default or breach. Failure of a Party to enforce at any time, or from time to time, any provision of this Programs Agreement shall not be construed as a waiver thereof.
- 19.7 Survival. Despite the completion or termination of a Program or any service, SOW, Work, activities or deliverables under this Programs Agreement, or any portion of the Programs Agreement, the Parties shall continue to be bound by those provisions of the Programs Agreement which by their nature survive the completion or termination.
- 19.8 Further Assurances. The Parties, at the request of another, shall perform those actions, including executing additional documents and instruments, reasonably necessary to give full effect to the full performance of the Programs Agreement.
- 19.9 Conflict of Interest. The County represents and agrees that, to the best of its knowledge, it shall not hire or otherwise engage any current SoCalGas, SCE, PG&E or Commission employee, current employee's spouse, other person or entity that has a conflict of interest to perform any part of the activities contemplated under this Programs Agreement.
- 19.10 Governing Law: Venue. This Programs Agreement shall be interpreted, governed, and construed under the laws of the State of California as executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Programs Agreement shall be filed in Ventura County, California.
- 19.11 Counterparts. This Programs 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, so long as duplicate originals are delivered to all Parties.

20.0 AUTHORIZATION WARRANTIES

- 20.1 The County represents and warrants that the person executing this Programs Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Programs Agreement, and that all requirements of the County have been fulfilled to provide such actual authority.
- 20.2 SoCalGas represents and warrants that the person executing this Programs Agreement for SoCalGas is an authorized agent who has actual authority to bind SoCalGas to each and every term, condition, and obligation of this Programs Agreement and that all requirements of SoCalGas have been fulfilled to provide such actual authority.
- 20.3 SCE represents and warrants that the person executing this Programs Agreement for SCE is an authorized agent who has the actual authority to bind SCE to each and every term,

condition, and obligation of this Programs Agreement, and that all requirements of SCE have been fulfilled to provide such actual authority.

- 20.4 PG&E represents and warrants that the person executing this Programs Agreement for PG&E is an authorized agent who has actual authority to bind PG&E to each and every term, condition, and obligation of this Programs Agreement and that all requirements of PG&E have been fulfilled to provide such actual authority.

[END OF BASE DOCUMENT]

IN WITNESS WHEREOF, SoCalGas, PG&E and SCE hereby each execute this Programs Agreement, and the County of Ventura, by order of its Board of Supervisors, has caused this Programs Agreement to be executed.

SCE:

SOCALGAS:

By _____
Jill C. Anderson
VP Customer Programs & Services

By _____
J. Bret Lane
CEO

PG&E:

By _____
Laurie Giammona
SVP & CCO

COUNTY:

By _____
Michael Powers
County Executive Officer