

Attachment A

Second Amendment to the Agreement to Deliver the 2013-2014 County of Santa Barbara
emPower Energy Efficiency Program

THIS SECOND AMENDMENT TO THE AGREEMENT TO DELIVER THE 2013-2014 COUNTY OF SANTA BARBARA EMPOWER ENERGY EFFICIENCY PROGRAM (the “emPower Funding Second Amendment”), by and between the County of Santa Barbara (the “County”) and Southern California Gas Company (“SoCalGas”), is effective as of January 1, 2016 (“emPower Funding Second Amendment Effective Date”). Initially capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement (as defined in the Recitals), as amended by the First Amendment (as defined in the Recitals).

RECITALS

WHEREAS, on May 10, 2012, the California Public Utilities Commission (the “Commission”) issued its Decision Providing Guidance On 2013-2014 Energy Efficiency Portfolios and 2012 Marketing, Education, and Outreach, which included the “continuation of successful financing programs that were originally supported by American Recovery and Reinvestment Act (“ARRA”) stimulus funding in 2011 and 2012 and implemented by third parties, local governments, and/or via the California Energy Commission”; and

WHEREAS, on November 8, 2012, the Commission issued its *Decision Approving 2013-2014 Energy Efficiency Programs and Budgets*, D. 12-11-015, which approved a portfolio of energy efficiency programs and budgets to be implemented in 2013-2014, including the Santa Barbara emPower Energy Efficiency Program (“Program”); and

WHEREAS, SoCalGas and the County entered into that certain Agreement to Deliver the 2013-2014 County of Santa Barbara Empower Energy Efficiency Program effective as of August 1, 2013 (the “Agreement”), which was amended by that certain First Amendment to the Agreement to Deliver the 2013-2014 County of Santa Barbara Empower Energy Efficiency Program effective as of December 17, 2014 (“First Amendment”); and

WHEREAS, on October 24, 2014 the Commission issued its *Decision Establishing Energy Efficiency Savings Goals and Approving 2015 Energy Efficiency Programs and Budgets*, D.14-10-046 (“Decision”) which approved the extension providing funding to continue the Program beyond 2014; and

WHEREAS, consistent with the Decision, SoCalGas and the County wish to amend the Agreement (1) to amend the Authorized Budget and (2) to extend the Term of the Agreement; and

WHEREAS, this emPower Funding Second Amendment incorporates the terms and conditions set forth in the original Agreement, as modified by the First Amendment, except as modified by this emPower Funding Second Amendment.

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

The Agreement is amended as follows:

1. In each instance in Subsections 9.1.1(d) and 9.1.4 of Section 9, LLR Credit Enhancement, delete the year “2015” and replace it with the year “2016”.
2. In each instance in Sections 9.1.5 of Section 9, LLR Credit Enhancement, 9.3.2 of Section 9, Loan Loss Reserve Account Withdrawals, 11, END DATE FOR PROGRAM AND ADMINISTRATIVE

ACTIVITIES, 12, , FINAL INVOICES, and 25.1, Term, delete the year “2016” and replace it with the year “2017”.

3. Section 10.1 is hereby amended to read as follows:

“The Authorized Budget is set forth in Exhibit B to this Agreement and represents the maximum funding by the Participating Utilities for County’s approved activities related to the Program. All funds made available as part of the Authorized Budget for 2013-2015 shall be made available to County as part of the Authorized Budget during the Term of the Agreement, as amended by the emPower Funding Second Amendment. The County shall not be eligible for funding and Utility shall not be required to fund the Loan Loss Reserve Fund(s) in excess of the amounts set forth in the Authorized Budget, without written authorization by such Utility and mutual approval of a revised Exhibit B. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the Authorized Budget set forth in Exhibit B may be reallocated or adjusted at any time by the Utility in its reasonable discretion upon consulting with the Participating Utilities, based upon Utility’s evaluation of the County’s commitment to, and progress toward its Program goals set forth herein.”

4. In the second paragraph of Exhibit A to the Agreement under the heading “Overview”, delete the dollar amount “\$5.05 million” and replace it with Authorized Budget”.
5. Delete Exhibit B in its entirety and replace it with the following:

Exhibit B
Program Authorized Budget*

emPower Central Coast (Tri-County)	2013-2015 Total	2016	2013-2016* Total
Administration	\$419,430	\$147,625	\$567,055
WE&T	\$830,101	\$377,937	\$1,208,038
ME&O	\$2,153,044	\$608,610	\$2,761,654
Implementation	\$647,425	\$215,828	\$863,253
LLR Credit Enhancement	\$1,000,000	\$0	\$1,000,000
Total	\$5,050,000	\$1,350,000	\$6,400,000

* These amounts represent the 2013-16 Authorized Budget. The Authorized Budget does not reflect expended or unexpended funds.

6. Unless otherwise amended pursuant to this emPower Funding Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.
7. This emPower Funding Second Amendment 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.

[signature pages follow]

SIGNATURE PAGE

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

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
JANET WOLF
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

BY: _____
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

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

Title: _____

Date: _____