

SECOND AMENDMENT

THIS SECOND AMENDMENT (“SECOND AMENDMENT”) TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 ENERGY LEADER PARTNERSHIP PROGRAM dated January 1, 2010 (the “Agreement”) is effective as of January 1, 2015 (the “Second Amendment Effective Date”) by and between SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”), AND the City of Costa Mesa (“The City”). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE may be referred to individually herein as the “Utility”. The Utility and the City may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously executed the Agreement effective January 1, 2010 and subsequently amended the Agreement to extend its term through December 31, 2014 in accordance with the applicable decisions of the California Public Utilities Commission (“Commission”);

WHEREAS, on November 14, 2013, the Utility submitted its application (“2015 Application”) for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2015, which *included* the a continuation of the Orange County Cities Program through 2015 (“2015 Program”);

WHEREAS, on [October 16, 2014,] the Commission issued its Decision [D.14-10-016] approving the continuation of the Energy Efficiency Partnership Programs, which includes the 2015 Program, and the Parties desire to extend the Agreement through 2015 under the terms and conditions set forth in the Agreement, except as otherwise provided in this Second Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as necessary to provide an authorized budget for the 2015 Program and to update the Agreement as required to reflect the extended 2015 Program cycle.

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

1. To the extent applicable, any reference in the Agreement, as amended, to the “2010-2012 Program” shall also hereby include the 2015 Program.

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

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2016, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2015.

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

12. FINAL INVOICES

The City must submit final invoices to the Utility no later than March 31, 2016.

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

25.1 Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2016 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

5. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

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:

City of Costa Mesa  
Dan Baker  
Management Analyst  
77 Fair Drive  
Costa Mesa, CA

SCE:  
Southern California Edison Company  
Bernard Adebayo-Ige  
Program Manager  
1515 Walnut Grove Avenue  
Rosemead, CA 91770

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. PST (or PDT, as applicable), 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.

6. This 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.

7. Exhibit B-1 and B-2 (ENERGY LEADER PARTNERSHIP PROGRAM 2010-12 GOALS & PARTNER BUDGET) of the Agreement are hereby deleted in their entirety and replaced with the version of Exhibit B-1 (ENERGY LEADER PARTNERSHIP PROGRAM 2015 GOALS & PARTNER BUDGET FOR The City attached to this Second Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement.
8. General. From and after the Second Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Second Amendment. In the event of any conflict between the Agreement, as amended, and this Second Amendment, this Second Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this Second Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**The City:**

**City of Costa Mesa**

**By:** \_\_\_\_\_

**Name Printed: Tom Hatch**

**Title: CEO**

**Date:** \_\_\_\_\_

**SCE:**

**SOUTHERN CALIFORNIA EDISON COMPANY**

**By:** \_\_\_\_\_

**Name Printed: Kevin Payne**

**Title: Senior Vice President, Customer Service**

**Date:** \_\_\_\_\_

**EXHIBIT B-1**

**ENERGY LEADER PARTNERSHIP PROGRAM 2015 GOALS & PARTNER BUDGET FOR ORANGE COUNTY CITIES**

**Program Cycle Partner Budget and Goals:**

	Maximum Partner Budget 2013 <sup>1</sup>	Maximum Partner Budget 2014 <sup>1</sup>	Maximum Partner Budget 2015
<b>Total :</b>	\$766,851	\$766,852	\$850,183
<b>Incentive:</b>	\$441,851	\$441,852	\$634,183
<b>Non-Incentive:</b> (Marketing & Outreach, Technical Assistance, Direct Implementation and Strategic Plan)	\$325,000	\$325,000	\$216,000

<b>2015 Energy Savings Goal</b>	
<b>kWh</b>	<b>kW</b>
1,600,000	245

<b>Budget Category</b>	<b>2015<sup>2</sup></b>
Administrative	\$70,000
Marketing & Outreach	\$36,000
Technical Assistance	\$80,000
Direct Implementation	\$30,000
Incentive	\$634,183
Strategic Plan	\$-
<b>Total Partner Budget</b>	<b>\$850,183</b>

<sup>1</sup> 2013 and 2014 Budget figures represent the total Authorized Budget, not the available remaining budget. The 2015 Budget was approved by the CPUC to be the third year of the 2013-2014 Program. Unspent funds from 2013-2014 may be carried over for use in 2015, in addition to the 2015 Budget.

<sup>2</sup> Budget category breakdowns are estimates of amounts that will be spent in each category. Actual Partner expenses may be different, to the extent permitted by program rules and applicable CPUC decisions

