

AMENDMENT #4 to PROGRAM ORDER

Of the Master Inter-Utility Agreement between Southern California Gas Company and City of Riverside Public Utilities for Energy Efficiency, Resource Savings, and Related Activities

Program Name: **Energy Savings Assistance Program (ESAP)**

THIS AMENDMENT NO. 4 TO THE PROGRAM ORDER OF THE MASTER INTER-UTILITY AGREEMENT (MIUA) for the **Energy Savings Assistance Program** (this "Amendment No. 4") is by and among Southern California Gas Company ("SCG" or "SoCalGas") and Riverside Public Utilities ("RPU"), hereinafter each referred to as "Party" and collectively as "Parties", shall become effective upon execution by both Parties (the "Amendment No. 4 Effective Date"). Terms not otherwise defined in this Amendment No. 4 shall have the meaning specified in the original Program Order dated September 15, 2014 and Amendments No. 1 through 3.

Amendment Items

A. Invoicing and Compensation

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The Invoicing and Compensation section is hereby deleted in its entirety, and replaced with the following:

Invoicing and Compensation

1. SoCalGas and/or ESAP Contractor shall submit monthly invoices to RPU by no later than the 21st calendar day of each month following the Effective Date. Unless otherwise set forth in this Exhibit A, SoCalGas and/or the ESA Program Contractor, as applicable, shall use every reasonable effort to invoice RPU for each Service performed under or pursuant to this PO by no later than forty-five (45) days after the date the Services have been fully performed (including, without limitation, any installation, inspections, and/or repairs). As applicable, SoCalGas shall have the discretion to delay certain individual customer invoicing to make sure corrections to the ESA Program Contractor's invoice have been completed and charge backs to the ESA Program Contractors are completed following SoCalGas and/or RPU inspections, if any.
2. The Services shall be invoiced to RPU in the amounts set forth in Exhibit A ("Service Compensation"). In addition, SoCalGas may bill RPU for its Administrative Services equal to no more than ten percent (10%) of the invoiced Service Compensation ("Administration Charge"). SoCalGas shall not assess any Administrative Charges for Administrative Services which it performed prior to the Effective Date of this Amendment Number 4. RPU shall remit to SoCalGas the amounts set forth in any invoice for the Services and Administrative Services within thirty days of RPU's receipt of the invoice. RPU shall send its invoice payment to the address indicated on the invoice. Except for the Administrative Charge

and the Service Compensation, SoCalGas shall not be entitled to any other fees, charges, reimbursement, or compensation.. In the event that RPU disputes the payment of any amount due, the Parties shall work together in good faith to resolve such dispute promptly by negotiations between the Parties' Authorized Representatives, but without limiting either Party's right to pursue litigation.

ALL OTHER TERMS AND CONDITIONS OF THIS PROGRAM ORDER SHALL REMAIN IN FULL FORCE AND EFFECT.

This Amendment to the Program Order is approved by:

Southern California Gas Company

Riverside Public Utilities

Signature: _____
Daniel J. Rendler
Director, Customer Programs and
Assistance

Signature: _____
Al Zelinka, FAICP
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: *Susan Ulloa*
ASSISTANT CITY ATTORNEY