

**Inter-Utility Service Agreement
by and between
Southern California Gas Company
And
Riverside Public Utilities
For
The Energy Savings Assistance Program**

This Inter-Utility Service for the Energy Savings Assistance Program (this “Agreement”), dated and effective on July 1, 2025 (“Effective Date”), is entered into by and between Southern California Gas Company (“SoCalGas”) and the City of Riverside, a California charter city and municipal corporation on behalf of its Public Utilities Department (“RPU”). SoCalGas and RPU are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”.

Purpose and Recitals

SoCalGas offers no-cost energy saving measures (“SoCalGas Energy Saving Measures”), for its income qualifying residential customers pursuant to its Energy Savings Assistance Program (“ESA Program” or “ESAP”). RPU offers efficiency measures and incentives, including rebates, for its qualifying residential customers pursuant to its energy efficiency and water conservation programs (“RPU Programs”). (The ESA Program and the RPU Programs may be referenced either individually or collectively herein as the “Resource Saving Program(s)”). In accordance with and subject to the terms and conditions set forth in this Agreement, the Parties desire (i) to have SoCalGas make available to those persons that are customers of both Parties and that otherwise qualify for the ESA Program and the RPU Programs the opportunity to leverage the SoCalGas Energy Saving Measures,

Now, therefore, the Parties, intending to be legally bound, agree as follows:

Scope

SoCalGas shall, either directly or through one or more SoCalGas’ ESA Program contractors (“ESA Program Contractors”) and subject to the terms and conditions of this Agreement, perform those services set forth on Schedule C attached hereto.

Authorized Representatives

SoCalGas designates the individual(s) named below as its representative(s) (the “SoCalGas Representative(s)”) for all matters relating to the performance of this Agreement. The actions taken by the SoCalGas Representative(s) shall be deemed to be acts of SoCalGas. SoCalGas may at any time upon written notice to RPU change the designated SoCalGas Representative(s).

SoCalGas Representative: Mugi Lukito

RPU designates the individual(s) named below as its representative(s) ("RPU Representative(s)") and, together with the SoCalGas Representative(s), "Authorized Representatives") for all matters relating to the performance of this Agreement. The actions taken by the RPU Representative(s) shall be deemed acts of RPU. RPU may at any time upon written notice to SoCalGas change the designated RPU Representative(s).

RPU Representative: Ceri Dowsett

Complete Agreement

This Agreement, including all Schedules and Exhibits attached hereto and which are incorporated by reference, constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT. The following Schedules and Exhibits are attached hereto and incorporated herein by this reference:

- Schedule A – Non Disclosure
- Schedule B – Additional Terms and Conditions
- Schedule C – Scope of Services and Reporting
- Schedule D – Invoicing, Budget and Compensation

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

Southern California Gas Company

City of Riverside, a California charter city and municipal corporation

Signature: 

Signature: _____

Name: Don Widjaja

Name: Mike Futrell

Title: Vice President, Customer Service, Field
and Solutions

Title: City Manager

Date: _____

Approved as to legal form: 
Andrew Cheung (Feb 27, 2025 15:30 PST)

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

By: 
Deputy City Attorney

Schedule A
Non Disclosure

The term "Confidential Information" as used in this Agreement means (i) the names, addresses and all other information of those customers that are enrolled, or that desire to be or are in the process of being enrolled in the ESA Program (with respect to SoCalGas) and the RPU Programs (with respect to RPU), (ii) any technical or commercial information of a Party, including, without limitation, patent applications, trade secrets, proprietary information, techniques, sketches, drawings, maps, reports, specifications, designs, records, data, software, programs, code, computer models, manuals and related documentation, software source documents, algorithms, information related to the current, future, and proposed products and services of a Party and any of its affiliated companies, research, experimental work, inventions, development, engineering, know-how, financial information, procurement requirements, purchasing or manufacturing information, business forecasts, sales or merchandising information, and marketing plans, and (iii) any of the foregoing information of any third party disclosing such information to a Party or a Service Provider in the course of such third party's employment, engagement, business, or other relationship with such Party or Service Provider or their respective parent, subsidiary, or affiliated companies. When provided by one Party to the other Party, Confidential Information shall be clearly marked as confidential with the legend "Confidential Information", or the confidential status thereof shall be otherwise clearly indicated, if the data format of such Confidential Information does not reasonably permit marking with a legend.

1. Each Party ("Receiving Party") receiving Confidential Information from the other Party ("Disclosing Party") agrees that it shall use the Confidential Information solely for the purpose of coordinating the enrollment of the Parties' joint customers in their respective Resource Savings Program and not in any way detrimental to the Disclosing Party. The Receiving Party shall use the higher of the same degree of care it uses with respect to its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided in this Schedule A, the Receiving Party shall keep confidential, and shall not disclose, and shall cause its Representatives to keep confidential and not disclose, Confidential Information to any third party. For purpose of this Agreement, "Representatives" means the directors, officers, employees, Authorized Representative, agents and/or advisors of the Receiving Party who have a direct need to access the Confidential Information of the Disclosing Party solely for the purpose described above and have agreed to abide by the terms of this Schedule A. Each Party shall be responsible for any breach of this Agreement by its Representatives.
2. Consistent with Paragraph 1, the Receiving Party shall not disclose to any third party any information which identifies a customer as being enrolled in the Disclosing Party's Program. Without limiting the foregoing, and without limiting any other restriction outside of this Schedule A, the Receiving Party shall not be restricted under this Schedule A from disclosing to any third party information which identifies a customer of the Receiving Party as being enrolled in a Program solely of the Receiving Party, provided that the Receiving Party uses no Confidential Information received from the Disclosing Party in making such disclosure.

3. Notwithstanding the provisions of Section 1 of this Schedule A, the Receiving Party and its Representatives may disclose any of the Confidential Information in the event, but only to the extent, that, based upon the written advice of counsel, it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory authority, including but not limited to the California Public Records Act, Government code section 7920.000 et seq.. Prior to making or permitting any of its Representatives to make such disclosure, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. Notwithstanding the foregoing sentence, SoCalGas may, without providing notice thereof to RPU, disclose Confidential Information to regulatory agencies with jurisdiction over SoCalGas and their staffs, including, but not limited to, the California Public Utilities Commission ("CPUC") and the Federal Energy Regulatory Commission; provided, that SoCalGas shall use commercially reasonable efforts to designate such Confidential Information as confidential in connection with any such disclosures.
4. The Receiving Party shall not, and shall cause its Representatives not to, disclose to any third party (a) the fact that the Confidential Information has been made available to the Receiving Party or its Representatives, or (b) any information regarding the ongoing discussions between the Parties, including the fact that such discussions are occurring; provided, that the Receiving Party and its Representatives may disclose the information described in clauses (a) and (b) of this Section if such disclosure is required under any of the circumstances described in Section 3 of this Schedule, in which case the procedures specified therein with respect to such disclosure shall apply. The restrictions in this paragraph do not prevent the Parties from jointly agreeing upon public announcements that generally describe the activities under this Agreement, provided that no Confidential Information is disclosed in such announcement, and further provided that any such announcements comply with the procedure set forth in Schedule B. This Agreement itself and any Program Orders are not confidential and may be publicly disclosed by either Party. Both Parties recognize that RPU is subject to public disclosure laws, including without limitation the California Public Records Act and the Ralph M. Brown Act.
5. The Receiving Party shall disclose to the Disclosing Party when Confidential Information is intentionally or accidentally disclosed (other than as expressly permitted) and/or misused, and shall provide immediate notification to the Disclosing Party upon discovery of such incident.
6. At any time upon the request of the Disclosing Party, the Receiving Party shall promptly deliver (and return, if applicable) to the Disclosing Party or destroy (with such destruction to be certified in writing to the Disclosing Party):
 - a. All Confidential Information existing in written form or recorded in any other tangible medium (and all copies, abstracts and backups thereof, however stored) furnished to the Receiving Party or any of its Representatives;

- b. All portions of all documents, instruments, data, reports, plans, specifications, abstracts and media (and all copies, abstracts and backups thereof, however stored) furnished to or prepared by the Receiving Party or any of its Representatives that contain Confidential Information; and
 - c. All other portions of all documents, instruments, data, reports, plans, specifications, abstracts and media (and all copies, abstracts and backups thereof, however stored) in the Receiving Party's or its Representatives' possession that contain or that are based on or derived from Confidential Information.
7. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of the Receiving Party and its Representatives are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Schedule A by the Receiving Party, the Disclosing Party 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 any other legal or equitable remedy available to the Disclosing Party.
8. Except as otherwise set forth in this Agreement, each Party acknowledges and agrees that neither the Disclosing Party nor any of the Disclosing Party's Representatives is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed under this Agreement, and neither the Disclosing Party nor any of the Disclosing Party's Representatives shall have any liability to the Receiving Party or any other individual or entity resulting from the use of the Confidential Information.

* * *

Schedule B
Additional Terms and Conditions

1. No Warranty

Except as otherwise expressly provided in this Agreement, SoCalGas does not warrant ESA Programs Contractor's work or the ESA Program, and neither Party makes any express or implied warranty to the other pertaining to their respective Resource Savings Programs, or portions of products thereof, in regard to accuracy, correctness, defensibility, completeness, or any other standard or measure of quality or adequacy or as to its use or intended use for any particular purpose.

2. Indemnification

SoCalGas shall indemnify, defend and hold harmless RPU and its officers, Councilmembers, managers, directors, agents, and employees ("RPU Indemnitees") from and against all third-party suits, demands, claims and/or liability ("Claims") resulting from (a) injury to or death of persons, including but not limited to respective employees of SoCalGas and RPU, (b) damage to property of SoCalGas or RPU or other person or entity, or to natural resources, and/or (c) violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation, in each case to the extent arising out of SoCalGas' negligent acts or omissions or willful misconduct in the course of SoCalGas' performance under this Agreement. SoCalGas shall further indemnify, defend and hold harmless the RPU Indemnitees from and against any Claims made against the RPU Indemnitees alleging any copyright, patent, or license infringement, or violation of any intellectual right, intellectual property, or any other proprietary rights, by any person or entity, arising out of, related to or in any way connected with Developments or Intellectual Property (as defined in Section 3 of this Schedule B), if any, provided by SoCalGas to RPU.

RPU shall indemnify, defend and hold harmless SoCalGas and its officers, managers, directors, agents, and employees ("SoCalGas Indemnitees") from and against all Claims resulting from (x) injury to or death of persons, including but not limited to respective employees of SoCalGas and RPU, (y) damage to property of SoCalGas or RPU or other person or entity, or to natural resources, or (z) violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation, in each case to the extent arising out of RPU's negligent acts or omissions or willful misconduct in the course of RPU's performance under this Agreement. RPU shall further indemnify, defend and hold harmless the SoCalGas Indemnitees from and against any Claims made against the SoCalGas Indemnitees alleging any copyright, patent, or license infringement, or violation of any intellectual right, intellectual property, or any other proprietary rights, by any person or entity, arising out of, related to or in any way connected with Developments or Intellectual Property, if any, provided by RPU to SoCalGas.

3. Ownership of Work

Subject to the provisions of the terms of SoCalGas' contract with the ESA Program Contractor(s), the Parties jointly own all Developments and all Intellectual Property Rights, on behalf of their respective customers, and the ESA Program Contractor(s) shall retain no ownership, interest, or title to such Developments or Intellectual Property Rights. For purposes of this Agreement, the following terms shall have following meanings: (a) "Developments" means any and all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes, or other written, recorded, photographic or visual materials, or other deliverables, produced under this Agreement; and (b) "Intellectual Property Rights" means any and all following tangible and intangible rights (now or hereafter known) produced under this Agreement: (i) rights associated with works of authorship, including copyrights, moral rights, and mask-works; (ii) trademark, service mark, trade name, and trade dress rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights; (v) other intellectual and industrial property rights (of every kind and nature and however designated), whether arising by operation of law, contract, license, or otherwise; and/or (vi) registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions, or reissues of any of the foregoing now or hereafter in force.

4. Notices

Whenever notice is to be given by any Party to the other Party under this Agreement, such notice shall be in writing and be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with written confirmation of transmission) or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the second (2nd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such notices must be sent to the applicable Party's physical address, e-mail address, or facsimile number set forth below in this Section. Any Party may change its address and other noticing information by giving the other party written notice of such change in accordance with this Section.

If to SoCalGas:

Mugi Lukito
Senior Project Manager, Programs Partnering
1919 S. State College Blvd. SC8389
Anaheim, CA 92806
909-767-0862
MLukito@SoCalGas.com

If to RPU:

David A. Garcia
Public Utilities General Manager
3750 University Ave, 5th Floor
Riverside, CA 92501
951-826-5772
RPUPublicBenefits@riversideca.gov

5. Term

Unless otherwise terminated in accordance with Section 6 of this Schedule B, the initial term of this Agreement shall commence on the Effective Date **and shall continue in effect through June 30, 2027** ("Initial Term"). Subject to the provision in the immediately preceding sentence and Section 6 of this Schedule B, upon the expiration of the Initial Term, this Agreement shall be renewable upon the execution of an Amendment to this Agreement.

6. Termination

A Party may cancel this Agreement for cause, or terminate this Agreement without cause, upon forty-five (45) days written notice to the other Party. Termination by a Party shall not relieve the Parties of any financial obligations incurred prior to the date the termination becomes effective. Upon the date termination becomes effective, both Parties should dispose of Confidential Information of the other Party in their possession according to Section 6 of Schedule A.

7. Use of Name or Endorsements

No Party shall use the name, logo, trademark, tradename or service mark of the other Party on or with regard to any product or service directly or indirectly related to such other Party's Resource Savings Program or this Agreement without the prior written consent of the other Party. By entering into this Agreement, no Party directly or indirectly endorses any product or service provided, or to be provided, by any Party, its successors or assignees.

8. Press Releases and Corporate Identification

Neither Party shall (a) make any press release, advertisement, informal notification to the media, or other announcement of any kind in regard to this Agreement or the terms and conditions of this Agreement without prior approval of the other Party, or (b) make public use of any such other Party's Identification in any circumstances related to this Agreement or otherwise. For purposes of this Section, "Identification" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by such other Party or its affiliates or any representation thereof.

9. Survival

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, survive such completion or termination, which provisions shall include, but not be limited to, Schedule A and Sections 1, 2, 3, 7, 8 and 11 of this Schedule B; provided, that with respect to each Party's indemnification obligations set forth in Section 2 of this Schedule B, such obligations shall survive for a period of one (1) year following the termination or expiration of this Agreement.

10. Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically stated in writing. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by that Party of any other covenant, condition or promise. The waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

11. Governing Law, Venue

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

12. Headings

Titles and headings of the Sections and Subsections of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

13. Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

14. Amendments

If any Party desires a modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by all the Parties hereto by their representatives duly authorized to execute such amendment.

15. Assignment

Except as otherwise permitted under this Agreement, neither this Agreement nor any rights or obligations of any Party shall be assigned or otherwise transferred by any Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

16. Independent Parties

The relationship of the Parties is that of independent parties and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their respective personnel and operations.

17. Counterparts

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.

18. Compliance with Laws

The Parties, in undertaking their obligations hereunder, or any of them, shall comply with all laws and governmental rules and regulations, state, federal, or local, or any of them applicable to their respective obligations under this Agreement.

20. Acts and Documents

The Parties agree diligently to do such acts and to prepare and execute all documentation that may be reasonably necessary to perform and carry out this Agreement.

* * *

Schedule C

Scope of Services and Reporting

Scope of Services

Program Eligibility

Residential customers with an active SoCalGas account that also receive electric services from RPU are eligible to receive RPU program Measures (as defined below) from the ESA Program, subject to the rules and requirements of the ESA Program, including income requirements¹.

SoCalGas and RPU will conduct joint marketing and outreach where appropriate to inform customers of the availability of no-cost measures and enroll customers into the ESA Program as outlined in the Program Marketing subsection below.

Program Implementation

SoCalGas shall, either directly or through one or more SoCalGas' ESA Program contractors ("ESA Program Contractors"), perform those services set forth under the "Scope of Co-Funded Services" attached hereto.

In addition, to facilitate program coordination between Parties, each Party will provide to the other, on a monthly basis, a list of to-be-served customers, consisting of name, address, and measures to be provided (if available).

Scope of Co-Funded Services and Reporting

1. SoCalGas shall, either directly or through the ESA Program Contractor(s), and in accordance with the terms of this PO and the ESA Program, perform those services set forth in Exhibit A to Schedule C ("Program Measures") at the quality level described in the latest edition of the applicable code compliance standard that takes precedent for the nature of the applicable service being provided.
2. Exhibit A sets forth the specific Services that SoCalGas or the ESA Program Contractor(s) shall perform under this PO and RPU's obligations with respect thereto, including but not limited to the payment that RPU shall remit to SoCalGas or the ESA Program Contractor, as applicable, in consideration thereof. Exhibit A may be revised by an addendum proposed by a Party and accepted by the Parties; provided, that any addendum to Exhibit A must be requested by written notice from the requesting Party and, if accepted by the RPU, shall fully replace all prior versions of Exhibit A.
3. RPU shall be responsible for supplying the materials and the training needed to install the RPU Added Program Measures by the Program contractors.

¹ All ESAP requirements, including income requirements, are available on the SoCalGas ESAP website (<https://www.socalgas.com/save-money-and-energy/assistance-programs/energy-savings-assistance-program>)

4. In the event RPU requests documented eligibility verification beyond the ESA Program requirements, RPU shall reimburse SoCalGas for the additional documented eligibility verifications.
5. All costs incurred by a Party in satisfying its obligations under this PO shall be considered "party-specific" costs, and shall be the sole responsibility of the incurring Party, unless otherwise agreed to by prior written consent of the RPU.

Reporting

1. SoCalGas or the ESA Program Contractors shall collect measure and installation counts resulting from the Service being provided along with statistical information relating thereto, including, without limitation, customer name and address, customer zip code, make and model of the installed measure, and associated costs. RPU shall calculate any electric and/or water savings based on a per unit installation factor.
2. SoCalGas or the ESA Program Contractors shall provide invoicing information regarding the number of units completed each month within the overlapping service territory of RPU and SoCalGas.
3. RPU shall have the right to claim electric and water savings resulting from the Services to various entities requesting such information, including, without limitation, California Energy Commission and California Urban Water Conservation Council. SoCalGas shall have the right to claim natural gas savings resulting from the Services to various entities requesting such information, including, without limitation, the California Public Utilities Commission.

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.

Inspection

SoCalGas understands and acknowledges that RPU shall have the right to conduct its own inspections of the Program Measures. Any Program Measure that fails to meet the requirements of this Agreement shall, at no cost to RPU, be re-installed or otherwise corrected by SoCalGas within a reasonable period of time after RPU's reports the failed inspection to SoCalGas. Should SoCalGas fail for any reason to re-install or otherwise correct, within a reasonable period of time, a Program Measure that has failed inspection, then RPU may, in its sole discretion, re-install or otherwise correct such Program Measure, upon which RPU shall be entitled to be reimbursed by SoCalGas for costs incurred by RPU for such re-installation or correction, but only to the extent (and up to) the amount received by SoCalGas from RPU under this Agreement (as compensation for such RPU Added Program Measure) or from SoCalGas' Program contractors (as damages or excess costs for such contractor's failure to correct such defect). This section shall be RPU's sole remedy for any defect in accuracy, completeness or quality in the performance or result of any Program Measure.

Program Marketing

1. RPU and SoCalGas agree to coordinate advertising of the Program within RPU's service territory. RPU intends to use targeted methods based on the demographic knowledge of the city of Riverside. RPU will share this information on a limited basis with SoCalGas and/or its contractors responsible for Program intake and recruitment.
2. Neither Party shall use the name, logo, trademark, trade-name, nor service mark of the other Party on or with regard to any product or service directly or indirectly related to this Agreement, without the prior written approval of the other Party. By entering into this Agreement, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other Party, its successors or assignees. Each Party shall reserve the right to review and approve all marketing materials bearing the name, logo, trade-name or service mark of the Other Party prior to their release to the public.

**Exhibit A to Schedule C
Program Measures and Funding**

Table A.1 Co-Funded Measures and Prices

SERVICES	Unit	Material	Labor	Total Reimbursement
In Home Electric Measures				
LED A Lamp (6-9w)	Each	Provided by Utility	Inc. in total	\$6.00
LED A Lamp (6-9w)	Each	Inc. in total	Inc. in total	\$10.00
LED Candelabra	Each	Inc. in total	Inc. in total	\$12.00
LED Ceiling Flushmount (1 Bulb) 4 ft. White	Each	Inc. in total	Inc. in total	\$99.00
LED Ceiling Flushmount (2 Bulb) 4 ft. White	Each	Inc. in total	Inc. in total	\$149.00
LED Flood Lamp (11-12w)	Each	Inc. in total	Inc. in total	\$18.43
LED Hardwired Ceiling Fixture (Circle) (17w)	Each	Inc. in total	Inc. in total	\$80.16
LED Hardwired Porch Light	Each	Inc. in total	Inc. in total	\$78.96
LED Night Lights (Limit 2 Per Household)	Each	Inc. in total	Inc. in total	\$11.99
LED Retrofit 8 ft. and 4 ft. Light Fixtures with LED Kit	Each	Inc. in total	Inc. in total	\$144.00
Refrigerator Assessment	Each	Inc. in total	Inc. in total	\$12.00
Refrigerator w/ recycle <18 Cubic Feet	Each	Inc. in total	Inc. in total	\$1,150.00
Refrigerator w/ recycle = 18 Cubic Feet	Each	Inc. in total	Inc. in total	\$1,300.00
Duct Seal and Test (NO SoCalGas Co-funding)	Each	Inc. in total	Inc. in total	\$375.00
Duct Seal and Test (When co-funded by SoCalGas)	Each	Inc. in total	Inc. in total	\$161.80
Residential Ceiling Insulation (When co-funded by SoCalGas)	Each sq. ft. of insulation	Inc. in total	Inc. in total	\$0.15
Occupancy Sensors	Each	Inc. in total	Inc. in total	\$49.45
ECM HVAC Motor	Each	Inc. in total	Inc. in total	\$379.00
Smart Programmable Thermostat	Each	Inc. in total	Inc. in total	\$300.00
Smart Programmable Thermostat (When co-funded by SoCalGas)	Each	Inc. in total	Inc. in total	\$150.00

SERVICES	Unit	Material	Labor	Total Reimbursement
Computer Smart Powerstrip (2 max) - Tier 2	Each	Inc. in total	Inc. in total	\$99.50
Whole-House Fan - 2500 CFM	Each	Inc. in total	Inc. in total	\$1,799.00
Whole-House Fan - 3300 CFM	Each	Inc. in total	Inc. in total	\$1,962.00
Smart fan controller (SFC), AOE, rDXGF	Each	Inc. in total	Inc. in total	\$225.00
Smart fan controller (SFC), AOE, rDXHP	Each	Inc. in total	Inc. in total	\$240.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R22 rDXGF	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R410a rDXGF	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R22 rDXGF	Each	Inc. in total	Inc. in total	\$220.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R410a rDXGF	Each	Inc. in total	Inc. in total	\$220.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R22 rDXHP	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R410a rDXHP	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R22 rDXHP	Each	Inc. in total	Inc. in total	\$220.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R410a rDXHP	Each	Inc. in total	Inc. in total	\$220.00

RPU ADDED MEASURES QUALIFICATION

1. Customer must be an electric customer of Riverside Public Utilities with a current RPU bill
2. Required income levels to be verified by Program contractor. The income level threshold for receiving RPU's Added Measures is set at 250% of the Federal Poverty Guidelines², in conjunction with the required income levels of the SoCalGas' ESA Program.
3. Customer shall be qualified for RPU's Added Measures according to the ESA Program qualification rules.

RPU ADDED MEASURES LOADING ORDER

1. LED's.
2. Automatic Power Down Device (Embertec or alike)
3. Torchiere fixtures replacements.
4. Central air conditioning Tune –up.
5. Occupancy Sensor
6. Refrigerator Recycle
7. ECM HVAC Motor
8. Smart Programmable Thermostat
9. Computer Smart Powerstrip

LED LIGHTING INSTALLATION

1. Do not leave LED for customer to install. LEDs must be installed, and older, inefficient bulbs removed.

LED NIGHT LIGHTS INSTALLATION

1. A limit of 2 night lights per household. Do not leave LED night lights for customer to install. LED night lights must be installed.

REFRIGERATOR ASSESSMENT, INSTALLATION & RECYCLE

1. Refrigerators must be replaced with refrigerator of the same size.
2. Billing will be based off refrigerator size.
3. Billing must also demonstrate the recycling of the old refrigerator
4. Old refrigerators must be taken off site and recycled at a California Department of Toxic Substances Control approved facility.
5. Must be fully installed and approved by both tenant and, if applicable, the owner.

² As published on <https://aspe.hhs.gov/poverty-guidelines>.

DUCT SEAL & TEST

1. All applicable units.

RESIDENTIAL CEILING INSULATION

1. All applicable units.

OCCUPANCY SENSORS

1. Must be installed in main living area.

ECM HVAC MOTOR

1. All applicable units.

SMART PROGRAMMABLE THERMOSTAT

1. All applicable units.

COMPUTER SMART POWERSTRIP

1. A maximum of two (2) power strips installed per household.

SMART FAN CONTROLLER LIFECYCLE REFRIGERANT MANAGEMENT

1. All applicable units according to the type of treatment and refrigerant.

Schedule D
Invoicing, Budget and Compensation

1. SoCalGas shall pay for the RPU Services costs upfront and invoice RPU's share of the costs according to Schedule D. This includes all costs associated with the installation of the water measures listed in Exhibit A to Schedule C. Any future changes to the price list shall be documented and agreed to by the Parties in future Amendments to this Agreement.
2. SCG/ESAP Contractor shall submit quarterly invoices to RPU by no later than the 21st calendar day of each quarter following the Effective Date. Unless otherwise set forth in Exhibit A to Schedule C, SoCalGas and/or the ESA Program Contractor, as applicable, shall use every reasonable effort to invoice RPU for each Program Measure performed under or pursuant to this Agreement by no later than ninety (90) days after the date the Program Measures 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. SoCalGas may submit more than one invoice to RPU in each quarter.
3. The Program Measures shall be billed to RPU in the rates set forth in Exhibit A, together with an administrative fee equal to 10% (ten percent) of the billed amounts. In order to avoid having SoCalGas' ratepayers cross subsidizing RPU's programs, an "Administrative Fee" is being allocated to each invoice based on the dollar value of activity per invoice. The administrative fee includes, but is not limited to, the following functions and activities:
 - Labor & Benefits
 - Program Administration
 - Legal / Accounting
 - Contract Management
 - IT Support
 - Facilities / Office Equipment
 - Information Technology Infrastructure, e.g., EECF system
4. All other costs incurred by each Party, other than those costs identified in this Agreement, shall be considered "Party-specific" costs, and shall be the sole responsibility of the incurring Party, unless otherwise agreed to by prior written consent of the other Party.
5. The specific amounts due by RPU to SoCalGas for the applicable Program Measure are set forth in Exhibit A to Schedule C. RPU shall remit to SoCalGas, at the address and within the timeframe set forth in, and otherwise in accordance with, the applicable invoice, the amounts set forth in such invoice. 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.

6. RPU's budget for the Program Measures, inclusive of administrative fees, are as follows:

From July 1, 2025 through June 30, 2026, the budget is \$750,000 and
from July 1, 2026 through June 30, 2027, the budget is \$750,000.

7. SoCalGas shall send RPU invoices to the following address:

Ceri Dowsett
Customer Engagement Manager
3901 Orange St.
Riverside, CA 92501
951-826-2402
CDowsett@riversideca.gov

* * *

**Inter-Utility Service Agreement
by and between
Southern California Gas Company
And
Riverside Public Utilities
For
The Energy Savings Assistance Program**

This Inter-Utility Service for the Energy Savings Assistance Program (this "Agreement"), dated and effective on July 1, 2025 ("Effective Date"), is entered into by and between Southern California Gas Company ("SoCalGas") and the City of Riverside, a California charter city and municipal corporation on behalf of its Public Utilities Department ("RPU"). SoCalGas and RPU are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

Purpose and Recitals

SoCalGas offers no-cost energy saving measures ("SoCalGas Energy Saving Measures"), for its income qualifying residential customers pursuant to its Energy Savings Assistance Program ("ESA Program" or "ESAP"). RPU offers efficiency measures and incentives, including rebates, for its qualifying residential customers pursuant to its energy efficiency and water conservation programs ("RPU Programs"). (The ESA Program and the RPU Programs may be referenced either individually or collectively herein as the "Resource Saving Program(s)"). In accordance with and subject to the terms and conditions set forth in this Agreement, the Parties desire (i) to have SoCalGas make available to those persons that are customers of both Parties and that otherwise qualify for the ESA Program and the RPU Programs the opportunity to leverage the SoCalGas Energy Saving Measures,

Now, therefore, the Parties, intending to be legally bound, agree as follows:

Scope

SoCalGas shall, either directly or through one or more SoCalGas' ESA Program contractors ("ESA Program Contractors") and subject to the terms and conditions of this Agreement, perform those services set forth on Schedule C attached hereto.

Authorized Representatives

SoCalGas designates the individual(s) named below as its representative(s) (the "SoCalGas Representative(s)") for all matters relating to the performance of this Agreement. The actions taken by the SoCalGas Representative(s) shall be deemed to be acts of SoCalGas. SoCalGas may at any time upon written notice to RPU change the designated SoCalGas Representative(s).

SoCalGas Representative: Mugi Lukito

RPU designates the individual(s) named below as its representative(s) ("RPU Representative(s)") and, together with the SoCalGas Representative(s), "Authorized Representatives") for all matters relating to the performance of this Agreement. The actions taken by the RPU Representative(s) shall be deemed acts of RPU. RPU may at any time upon written notice to SoCalGas change the designated RPU Representative(s).

RPU Representative: Ceri Dowsett

Complete Agreement

This Agreement, including all Schedules and Exhibits attached hereto and which are incorporated by reference, constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT. The following Schedules and Exhibits are attached hereto and incorporated herein by this reference:

- Schedule A – Non Disclosure
- Schedule B – Additional Terms and Conditions
- Schedule C – Scope of Services and Reporting
- Schedule D – Invoicing, Budget and Compensation

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

Southern California Gas Company

City of Riverside, a California charter city and municipal corporation

Signature: 

Name: Don Widjaja

Title: Vice President, Customer Service, Field
and Solutions

Signature: _____

Name: Mike Futrell

Title: City Manager

Date: _____

Approved as to legal form: 
Andrew Cheung (Feb 27, 2025 15:36 PST)

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

By: 
Deputy City Attorney

Schedule A
Non Disclosure

The term "Confidential Information" as used in this Agreement means (i) the names, addresses and all other information of those customers that are enrolled, or that desire to be or are in the process of being enrolled in the ESA Program (with respect to SoCalGas) and the RPU Programs (with respect to RPU), (ii) any technical or commercial information of a Party, including, without limitation, patent applications, trade secrets, proprietary information, techniques, sketches, drawings, maps, reports, specifications, designs, records, data, software, programs, code, computer models, manuals and related documentation, software source documents, algorithms, information related to the current, future, and proposed products and services of a Party and any of its affiliated companies, research, experimental work, inventions, development, engineering, know-how, financial information, procurement requirements, purchasing or manufacturing information, business forecasts, sales or merchandising information, and marketing plans, and (iii) any of the foregoing information of any third party disclosing such information to a Party or a Service Provider in the course of such third party's employment, engagement, business, or other relationship with such Party or Service Provider or their respective parent, subsidiary, or affiliated companies. When provided by one Party to the other Party, Confidential Information shall be clearly marked as confidential with the legend "Confidential Information", or the confidential status thereof shall be otherwise clearly indicated, if the data format of such Confidential Information does not reasonably permit marking with a legend.

1. Each Party ("Receiving Party") receiving Confidential Information from the other Party ("Disclosing Party") agrees that it shall use the Confidential Information solely for the purpose of coordinating the enrollment of the Parties' joint customers in their respective Resource Savings Program and not in any way detrimental to the Disclosing Party. The Receiving Party shall use the higher of the same degree of care it uses with respect to its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided in this Schedule A, the Receiving Party shall keep confidential, and shall not disclose, and shall cause its Representatives to keep confidential and not disclose, Confidential Information to any third party. For purpose of this Agreement, "Representatives" means the directors, officers, employees, Authorized Representative, agents and/or advisors of the Receiving Party who have a direct need to access the Confidential Information of the Disclosing Party solely for the purpose described above and have agreed to abide by the terms of this Schedule A. Each Party shall be responsible for any breach of this Agreement by its Representatives.
2. Consistent with Paragraph 1, the Receiving Party shall not disclose to any third party any information which identifies a customer as being enrolled in the Disclosing Party's Program. Without limiting the foregoing, and without limiting any other restriction outside of this Schedule A, the Receiving Party shall not be restricted under this Schedule A from disclosing to any third party information which identifies a customer of the Receiving Party as being enrolled in a Program solely of the Receiving Party, provided that the Receiving Party uses no Confidential Information received from the Disclosing Party in making such disclosure.

3. Notwithstanding the provisions of Section 1 of this Schedule A, the Receiving Party and its Representatives may disclose any of the Confidential Information in the event, but only to the extent, that, based upon the written advice of counsel, it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory authority, including but not limited to the California Public Records Act, Government code section 7920.000 et seq.. Prior to making or permitting any of its Representatives to make such disclosure, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. Notwithstanding the foregoing sentence, SoCalGas may, without providing notice thereof to RPU, disclose Confidential Information to regulatory agencies with jurisdiction over SoCalGas and their staffs, including, but not limited to, the California Public Utilities Commission ("CPUC") and the Federal Energy Regulatory Commission; provided, that SoCalGas shall use commercially reasonable efforts to designate such Confidential Information as confidential in connection with any such disclosures.
4. The Receiving Party shall not, and shall cause its Representatives not to, disclose to any third party (a) the fact that the Confidential Information has been made available to the Receiving Party or its Representatives, or (b) any information regarding the ongoing discussions between the Parties, including the fact that such discussions are occurring; provided, that the Receiving Party and its Representatives may disclose the information described in clauses (a) and (b) of this Section if such disclosure is required under any of the circumstances described in Section 3 of this Schedule, in which case the procedures specified therein with respect to such disclosure shall apply. The restrictions in this paragraph do not prevent the Parties from jointly agreeing upon public announcements that generally describe the activities under this Agreement, provided that no Confidential Information is disclosed in such announcement, and further provided that any such announcements comply with the procedure set forth in Schedule B. This Agreement itself and any Program Orders are not confidential and may be publicly disclosed by either Party. Both Parties recognize that RPU is subject to public disclosure laws, including without limitation the California Public Records Act and the Ralph M. Brown Act.
5. The Receiving Party shall disclose to the Disclosing Party when Confidential Information is intentionally or accidentally disclosed (other than as expressly permitted) and/or misused, and shall provide immediate notification to the Disclosing Party upon discovery of such incident.
6. At any time upon the request of the Disclosing Party, the Receiving Party shall promptly deliver (and return, if applicable) to the Disclosing Party or destroy (with such destruction to be certified in writing to the Disclosing Party):
 - a. All Confidential Information existing in written form or recorded in any other tangible medium (and all copies, abstracts and backups thereof, however stored) furnished to the Receiving Party or any of its Representatives;

- b. All portions of all documents, instruments, data, reports, plans, specifications, abstracts and media (and all copies, abstracts and backups thereof, however stored) furnished to or prepared by the Receiving Party or any of its Representatives that contain Confidential Information; and
 - c. All other portions of all documents, instruments, data, reports, plans, specifications, abstracts and media (and all copies, abstracts and backups thereof, however stored) in the Receiving Party's or its Representatives' possession that contain or that are based on or derived from Confidential Information.
7. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of the Receiving Party and its Representatives are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Schedule A by the Receiving Party, the Disclosing Party 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 any other legal or equitable remedy available to the Disclosing Party.
8. Except as otherwise set forth in this Agreement, each Party acknowledges and agrees that neither the Disclosing Party nor any of the Disclosing Party's Representatives is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed under this Agreement, and neither the Disclosing Party nor any of the Disclosing Party's Representatives shall have any liability to the Receiving Party or any other individual or entity resulting from the use of the Confidential Information.

* * *

Schedule B
Additional Terms and Conditions

1. No Warranty

Except as otherwise expressly provided in this Agreement, SoCalGas does not warrant ESA Programs Contractor's work or the ESA Program, and neither Party makes any express or implied warranty to the other pertaining to their respective Resource Savings Programs, or portions of products thereof, in regard to accuracy, correctness, defensibility, completeness, or any other standard or measure of quality or adequacy or as to its use or intended use for any particular purpose.

2. Indemnification

SoCalGas shall indemnify, defend and hold harmless RPU and its officers, Councilmembers, managers, directors, agents, and employees ("RPU Indemnitees") from and against all third-party suits, demands, claims and/or liability ("Claims") resulting from (a) injury to or death of persons, including but not limited to respective employees of SoCalGas and RPU, (b) damage to property of SoCalGas or RPU or other person or entity, or to natural resources, and/or (c) violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation, in each case to the extent arising out of SoCalGas' negligent acts or omissions or willful misconduct in the course of SoCalGas' performance under this Agreement. SoCalGas shall further indemnify, defend and hold harmless the RPU Indemnitees from and against any Claims made against the RPU Indemnitees alleging any copyright, patent, or license infringement, or violation of any intellectual right, intellectual property, or any other proprietary rights, by any person or entity, arising out of, related to or in any way connected with Developments or Intellectual Property (as defined in Section 3 of this Schedule B), if any, provided by SoCalGas to RPU.

RPU shall indemnify, defend and hold harmless SoCalGas and its officers, managers, directors, agents, and employees ("SoCalGas Indemnitees") from and against all Claims resulting from (x) injury to or death of persons, including but not limited to respective employees of SoCalGas and RPU, (y) damage to property of SoCalGas or RPU or other person or entity, or to natural resources, or (z) violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation, in each case to the extent arising out of RPU's negligent acts or omissions or willful misconduct in the course of RPU's performance under this Agreement. RPU shall further indemnify, defend and hold harmless the SoCalGas Indemnitees from and against any Claims made against the SoCalGas Indemnitees alleging any copyright, patent, or license infringement, or violation of any intellectual right, intellectual property, or any other proprietary rights, by any person or entity, arising out of, related to or in any way connected with Developments or Intellectual Property, if any, provided by RPU to SoCalGas.

3. Ownership of Work

Subject to the provisions of the terms of SoCalGas' contract with the ESA Program Contractor(s), the Parties jointly own all Developments and all Intellectual Property Rights, on behalf of their respective customers, and the ESA Program Contractor(s) shall retain no ownership, interest, or title to such Developments or Intellectual Property Rights. For purposes of this Agreement, the following terms shall have following meanings: (a) "Developments" means any and all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes, or other written, recorded, photographic or visual materials, or other deliverables, produced under this Agreement; and (b) "Intellectual Property Rights" means any and all following tangible and intangible rights (now or hereafter known) produced under this Agreement: (i) rights associated with works of authorship, including copyrights, moral rights, and mask-works; (ii) trademark, service mark, trade name, and trade dress rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights; (v) other intellectual and industrial property rights (of every kind and nature and however designated), whether arising by operation of law, contract, license, or otherwise; and/or (vi) registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions, or reissues of any of the foregoing now or hereafter in force.

4. Notices

Whenever notice is to be given by any Party to the other Party under this Agreement, such notice shall be in writing and be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with written confirmation of transmission) or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the second (2nd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such notices must be sent to the applicable Party's physical address, e-mail address, or facsimile number set forth below in this Section. Any Party may change its address and other noticing information by giving the other party written notice of such change in accordance with this Section.

If to SoCalGas:

Mugi Lukito
Senior Project Manager, Programs Partnering
1919 S. State College Blvd. SC8389
Anaheim, CA 92806
909-767-0862
MLukito@SoCalGas.com

If to RPU:

David A. Garcia
Public Utilities General Manager
3750 University Ave, 5th Floor
Riverside, CA 92501
951-826-5772
RPUPublicBenefits@riversideca.gov

5. Term

Unless otherwise terminated in accordance with Section 6 of this Schedule B, the initial term of this Agreement shall commence on the Effective Date **and shall continue in effect through June 30, 2027** ("Initial Term"). Subject to the provision in the immediately preceding sentence and Section 6 of this Schedule B, upon the expiration of the Initial Term, this Agreement shall be renewable upon the execution of an Amendment to this Agreement.

6. Termination

A Party may cancel this Agreement for cause, or terminate this Agreement without cause, upon forty-five (45) days written notice to the other Party. Termination by a Party shall not relieve the Parties of any financial obligations incurred prior to the date the termination becomes effective. Upon the date termination becomes effective, both Parties should dispose of Confidential Information of the other Party in their possession according to Section 6 of Schedule A.

7. Use of Name or Endorsements

No Party shall use the name, logo, trademark, tradename or service mark of the other Party on or with regard to any product or service directly or indirectly related to such other Party's Resource Savings Program or this Agreement without the prior written consent of the other Party. By entering into this Agreement, no Party directly or indirectly endorses any product or service provided, or to be provided, by any Party, its successors or assignees.

8. Press Releases and Corporate Identification

Neither Party shall (a) make any press release, advertisement, informal notification to the media, or other announcement of any kind in regard to this Agreement or the terms and conditions of this Agreement without prior approval of the other Party, or (b) make public use of any such other Party's Identification in any circumstances related to this Agreement or otherwise. For purposes of this Section, "Identification" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by such other Party or its affiliates or any representation thereof.

9. Survival

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, survive such completion or termination, which provisions shall include, but not be limited to, Schedule A and Sections 1, 2, 3, 7, 8 and 11 of this Schedule B; provided, that with respect to each Party's indemnification obligations set forth in Section 2 of this Schedule B, such obligations shall survive for a period of one (1) year following the termination or expiration of this Agreement.

10. Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically stated in writing. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by that Party of any other covenant, condition or promise. The waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

11. Governing Law, Venue

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

12. Headings

Titles and headings of the Sections and Subsections of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

13. Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

14. Amendments

If any Party desires a modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by all the Parties hereto by their representatives duly authorized to execute such amendment.

15. Assignment

Except as otherwise permitted under this Agreement, neither this Agreement nor any rights or obligations of any Party shall be assigned or otherwise transferred by any Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

16. Independent Parties

The relationship of the Parties is that of independent parties and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their respective personnel and operations.

17. Counterparts

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.

18. Compliance with Laws

The Parties, in undertaking their obligations hereunder, or any of them, shall comply with all laws and governmental rules and regulations, state, federal, or local, or any of them applicable to their respective obligations under this Agreement.

20. Acts and Documents

The Parties agree diligently to do such acts and to prepare and execute all documentation that may be reasonably necessary to perform and carry out this Agreement.

* * *

Schedule C

Scope of Services and Reporting

Scope of Services

Program Eligibility

Residential customers with an active SoCalGas account that also receive electric services from RPU are eligible to receive RPU program Measures (as defined below) from the ESA Program, subject to the rules and requirements of the ESA Program, including income requirements¹.

SoCalGas and RPU will conduct joint marketing and outreach where appropriate to inform customers of the availability of no-cost measures and enroll customers into the ESA Program as outlined in the Program Marketing subsection below.

Program Implementation

SoCalGas shall, either directly or through one or more SoCalGas' ESA Program contractors ("ESA Program Contractors"), perform those services set forth under the "Scope of Co-Funded Services" attached hereto.

In addition, to facilitate program coordination between Parties, each Party will provide to the other, on a monthly basis, a list of to-be-served customers, consisting of name, address, and measures to be provided (if available).

Scope of Co-Funded Services and Reporting

1. SoCalGas shall, either directly or through the ESA Program Contractor(s), and in accordance with the terms of this PO and the ESA Program, perform those services set forth in Exhibit A to Schedule C ("Program Measures") at the quality level described in the latest edition of the applicable code compliance standard that takes precedent for the nature of the applicable service being provided.
2. Exhibit A sets forth the specific Services that SoCalGas or the ESA Program Contractor(s) shall perform under this PO and RPU's obligations with respect thereto, including but not limited to the payment that RPU shall remit to SoCalGas or the ESA Program Contractor, as applicable, in consideration thereof. Exhibit A may be revised by an addendum proposed by a Party and accepted by the Parties; provided, that any addendum to Exhibit A must be requested by written notice from the requesting Party and, if accepted by the RPU, shall fully replace all prior versions of Exhibit A.
3. RPU shall be responsible for supplying the materials and the training needed to install the RPU Added Program Measures by the Program contractors.

¹ All ESAP requirements, including income requirements, are available on the SoCalGas ESAP website (<https://www.socalgas.com/save-money-and-energy/assistance-programs/energy-savings-assistance-program>)

4. In the event RPU requests documented eligibility verification beyond the ESA Program requirements, RPU shall reimburse SoCalGas for the additional documented eligibility verifications.
5. All costs incurred by a Party in satisfying its obligations under this PO shall be considered "party-specific" costs, and shall be the sole responsibility of the incurring Party, unless otherwise agreed to by prior written consent of the RPU.

Reporting

1. SoCalGas or the ESA Program Contractors shall collect measure and installation counts resulting from the Service being provided along with statistical information relating thereto, including, without limitation, customer name and address, customer zip code, make and model of the installed measure, and associated costs. RPU shall calculate any electric and/or water savings based on a per unit installation factor.
2. SoCalGas or the ESA Program Contractors shall provide invoicing information regarding the number of units completed each month within the overlapping service territory of RPU and SoCalGas.
3. RPU shall have the right to claim electric and water savings resulting from the Services to various entities requesting such information, including, without limitation, California Energy Commission and California Urban Water Conservation Council. SoCalGas shall have the right to claim natural gas savings resulting from the Services to various entities requesting such information, including, without limitation, the California Public Utilities Commission.

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.

Inspection

SoCalGas understands and acknowledges that RPU shall have the right to conduct its own inspections of the Program Measures. Any Program Measure that fails to meet the requirements of this Agreement shall, at no cost to RPU, be re-installed or otherwise corrected by SoCalGas within a reasonable period of time after RPU's reports the failed inspection to SoCalGas. Should SoCalGas fail for any reason to re-install or otherwise correct, within a reasonable period of time, a Program Measure that has failed inspection, then RPU may, in its sole discretion, re-install or otherwise correct such Program Measure, upon which RPU shall be entitled to be reimbursed by SoCalGas for costs incurred by RPU for such re-installation or correction, but only to the extent (and up to) the amount received by SoCalGas from RPU under this Agreement (as compensation for such RPU Added Program Measure) or from SoCalGas' Program contractors (as damages or excess costs for such contractor's failure to correct such defect). This section shall be RPU's sole remedy for any defect in accuracy, completeness or quality in the performance or result of any Program Measure.

Program Marketing

1. RPU and SoCalGas agree to coordinate advertising of the Program within RPU's service territory. RPU intends to use targeted methods based on the demographic knowledge of the city of Riverside. RPU will share this information on a limited basis with SoCalGas and/or its contractors responsible for Program intake and recruitment.
2. Neither Party shall use the name, logo, trademark, trade-name, nor service mark of the other Party on or with regard to any product or service directly or indirectly related to this Agreement, without the prior written approval of the other Party. By entering into this Agreement, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other Party, its successors or assignees. Each Party shall reserve the right to review and approve all marketing materials bearing the name, logo, trade-name or service mark of the Other Party prior to their release to the public.

**Exhibit A to Schedule C
Program Measures and Funding**

Table A.1 Co-Funded Measures and Prices

SERVICES	Unit	Material	Labor	Total Reimbursement
In Home Electric Measures				
LED A Lamp (6-9w)	Each	Provided by Utility	Inc. in total	\$6.00
LED A Lamp (6-9w)	Each	Inc. in total	Inc. in total	\$10.00
LED Candelabra	Each	Inc. in total	Inc. in total	\$12.00
LED Ceiling Flushmount (1 Bulb) 4 ft. White	Each	Inc. in total	Inc. in total	\$99.00
LED Ceiling Flushmount (2 Bulb) 4 ft. White	Each	Inc. in total	Inc. in total	\$149.00
LED Flood Lamp (11-12w)	Each	Inc. in total	Inc. in total	\$18.43
LED Hardwired Ceiling Fixture (Circle) (17w)	Each	Inc. in total	Inc. in total	\$80.16
LED Hardwired Porch Light	Each	Inc. in total	Inc. in total	\$78.96
LED Night Lights (Limit 2 Per Household)	Each	Inc. in total	Inc. in total	\$11.99
LED Retrofit 8 ft. and 4 ft. Light Fixtures with LED Kit	Each	Inc. in total	Inc. in total	\$144.00
Refrigerator Assessment	Each	Inc. in total	Inc. in total	\$12.00
Refrigerator w/ recycle <18 Cubic Feet	Each	Inc. in total	Inc. in total	\$1,150.00
Refrigerator w/ recycle = 18 Cubic Feet	Each	Inc. in total	Inc. in total	\$1,300.00
Duct Seal and Test (NO SoCalGas Co-funding)	Each	Inc. in total	Inc. in total	\$375.00
Duct Seal and Test (When co-funded by SoCalGas)	Each	Inc. in total	Inc. in total	\$161.80
Residential Ceiling Insulation (When co-funded by SoCalGas)	Each sq. ft. of insulation	Inc. in total	Inc. in total	\$0.15
Occupancy Sensors	Each	Inc. in total	Inc. in total	\$49.45
ECM HVAC Motor	Each	Inc. in total	Inc. in total	\$379.00
Smart Programmable Thermostat	Each	Inc. in total	Inc. in total	\$300.00
Smart Programmable Thermostat (When co-funded by SoCalGas)	Each	Inc. in total	Inc. in total	\$150.00

SERVICES	Unit	Material	Labor	Total Reimbursement
Computer Smart Powerstrip (2 max) - Tier 2	Each	Inc. in total	Inc. in total	\$99.50
Whole-House Fan - 2500 CFM	Each	Inc. in total	Inc. in total	\$1,799.00
Whole-House Fan - 3300 CFM	Each	Inc. in total	Inc. in total	\$1,962.00
Smart fan controller (SFC), AOE, rDXGF	Each	Inc. in total	Inc. in total	\$225.00
Smart fan controller (SFC), AOE, rDXHP	Each	Inc. in total	Inc. in total	\$240.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R22 rDXGF	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R410a rDXGF	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R22 rDXGF	Each	Inc. in total	Inc. in total	\$220.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R410a rDXGF	Each	Inc. in total	Inc. in total	\$220.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R22 rDXHP	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) +7.5% refrigerant charge adjustment (RCA) + locking schrader caps (LSC) prevent 5.3% leaks R410a rDXHP	Each	Inc. in total	Inc. in total	\$280.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R22 rDXHP	Each	Inc. in total	Inc. in total	\$220.00
Lifecycle refrigerant management (LRM) install locking schrader caps (LSC) prevent 5.3% leaks R410a rDXHP	Each	Inc. in total	Inc. in total	\$220.00

RPU ADDED MEASURES QUALIFICATION

1. Customer must be an electric customer of Riverside Public Utilities with a current RPU bill
2. Required income levels to be verified by Program contractor. The income level threshold for receiving RPU's Added Measures is set at 250% of the Federal Poverty Guidelines², in conjunction with the required income levels of the SoCalGas' ESA Program.
3. Customer shall be qualified for RPU's Added Measures according to the ESA Program qualification rules.

RPU ADDED MEASURES LOADING ORDER

1. LED's.
2. Automatic Power Down Device (Embertec or alike)
3. Torchiere fixtures replacements.
4. Central air conditioning Tune -up.
5. Occupancy Sensor
6. Refrigerator Recycle
7. ECM HVAC Motor
8. Smart Programmable Thermostat
9. Computer Smart Powerstrip

LED LIGHTING INSTALLATION

1. Do not leave LED for customer to install. LEDs must be installed, and older, inefficient bulbs removed.

LED NIGHT LIGHTS INSTALLATION

1. A limit of 2 night lights per household. Do not leave LED night lights for customer to install. LED night lights must be installed.

REFRIGERATOR ASSESSMENT, INSTALLATION & RECYCLE

1. Refrigerators must be replaced with refrigerator of the same size.
2. Billing will be based off refrigerator size.
3. Billing must also demonstrate the recycling of the old refrigerator
4. Old refrigerators must be taken off site and recycled at a California Department of Toxic Substances Control approved facility.
5. Must be fully installed and approved by both tenant and, if applicable, the owner.

² As published on <https://aspe.hhs.gov/poverty-guidelines>.

DUCT SEAL & TEST

1. All applicable units.

RESIDENTIAL CEILING INSULATION

1. All applicable units.

OCCUPANCY SENSORS

1. Must be installed in main living area.

ECM HVAC MOTOR

1. All applicable units.

SMART PROGRAMMABLE THERMOSTAT

1. All applicable units.

COMPUTER SMART POWERSTRIP

1. A maximum of two (2) power strips installed per household.

SMART FAN CONTROLLER LIFECYCLE REFRIGERANT MANAGEMENT

1. All applicable units according to the type of treatment and refrigerant.

Schedule D
Invoicing, Budget and Compensation

1. SoCalGas shall pay for the RPU Services costs upfront and invoice RPU's share of the costs according to Schedule D. This includes all costs associated with the installation of the water measures listed in Exhibit A to Schedule C. Any future changes to the price list shall be documented and agreed to by the Parties in future Amendments to this Agreement.
2. SCG/ESAP Contractor shall submit quarterly invoices to RPU by no later than the 21st calendar day of each quarter following the Effective Date. Unless otherwise set forth in Exhibit A to Schedule C, SoCalGas and/or the ESA Program Contractor, as applicable, shall use every reasonable effort to invoice RPU for each Program Measure performed under or pursuant to this Agreement by no later than ninety (90) days after the date the Program Measures 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. SoCalGas may submit more than one invoice to RPU in each quarter.
3. The Program Measures shall be billed to RPU in the rates set forth in Exhibit A, together with an administrative fee equal to 10% (ten percent) of the billed amounts. In order to avoid having SoCalGas' ratepayers cross subsidizing RPU's programs, an "Administrative Fee" is being allocated to each invoice based on the dollar value of activity per invoice. The administrative fee includes, but is not limited to, the following functions and activities:
 - Labor & Benefits
 - Program Administration
 - Legal / Accounting
 - Contract Management
 - IT Support
 - Facilities / Office Equipment
 - Information Technology Infrastructure, e.g., EECF system
4. All other costs incurred by each Party, other than those costs identified in this Agreement, shall be considered "Party-specific" costs, and shall be the sole responsibility of the incurring Party, unless otherwise agreed to by prior written consent of the other Party.
5. The specific amounts due by RPU to SoCalGas for the applicable Program Measure are set forth in Exhibit A to Schedule C. RPU shall remit to SoCalGas, at the address and within the timeframe set forth in, and otherwise in accordance with, the applicable invoice, the amounts set forth in such invoice. 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.

6. RPU's budget for the Program Measures, inclusive of administrative fees, are as follows:

From July 1, 2025 through June 30, 2026, the budget is \$750,000 and
from July 1, 2026 through June 30, 2027, the budget is \$750,000.

7. SoCalGas shall send RPU invoices to the following address:

Ceri Dowsett
Customer Engagement Manager
3901 Orange St.
Riverside, CA 92501
951-826-2402
CDowsett@riversideca.gov

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