

PROGRAM ORDER

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

Program Name: ENERGY SAVINGS ASSISTANCE PROGRAM (ESAP)

Description

This jointly-funded Program Order (“Program Order”) is entered into in accordance with the terms and conditions of the Master Inter-Utility Agreement (“MIUA” or “Agreement”) by and between Southern California Gas Company (“SoCalGas”) and Riverside Public Utilities (“RPU”) (hereinafter each referred to as a “Party” and collectively as “Parties”) and shall become effective upon full execution by both Parties. This PO governs the rights and responsibilities of the Parties for the funding and conduct of **Energy Savings Assistance Program** (“ESA Program” or “Program”) coordination in the Parties’ joint service territory.

Background

SoCalGas provides energy efficiency related services to its customers throughout Southern California including the Energy Savings Assistance Program for income-qualifying residents in its territory. The ESA Program is available to SoCalGas customers residing in the city of Riverside, CA. SoCalGas offers no-cost energy saving measures (“SoCalGas Energy Saving Measures”) for its income qualifying residential customers, such as those with an income under 200% of Federal Poverty Guidelines, pursuant to its ESA Program. In addition to these measures, SoCalGas shall manage the delivery of RPU added program measures as set forth in Exhibit A (“RPU Added Program Measures”).

In accordance with and subject to the specific program elements set forth in this PO, the following are objectives of this partnership:

1. To establish a collaborative program that addresses the needs of qualified low-income ratepayers;
 - To have SoCalGas make available to those persons that are customers of both Parties the opportunity to take advantage of the SoCalGas Energy Saving Measures and RPU Added Program Measures through the ESA Program.
2. To leverage costs and resources to better serve qualified low-income ratepayers;
 - To have RPU compensate SoCalGas for its efforts to install resource RPU shall compensate SoCalGas for the cost of performing RPU Added Program Measures based on the agreed compensation rate listed in Exhibit A.
3. To standardize the sharing of SoCalGas and RPU’s customer information of those joint customers participating in the Program.

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

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Roles and Responsibilities

The Parties have designated SoCalGas to lead the implementation, management, and administration of the Program including contracting of any third party service providers for the Program. SoCalGas shall be responsible for administering day-to-day Program decisions and coordinating with RPU for the Program.

Program Management and 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 PO. 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).

Program Manager	
<u>Mugi Lukito</u> Project Manager 1919 S. State College Blvd. Anaheim, CA 92806 213-244-4218 MLukito@semprautilities.com	
Manager	
<u>Darren Hanway</u> Manager - Energy Programs & Strategy 555 W. Fifth Street, GT19A8 Los Angeles, CA 90013 213-244-3419 DHanway@semprautilities.com	

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 PO. 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).

Program Manager	
<u>Kathlyn Meadors-Camacho</u> Senior Account Manager 3750 University Avenue Riverside, CA 92501	
Manager	
<u>Ceri Dowsett</u> Customer Engagement Manager 3750 University Avenue Riverside, CA 92501	

Program Implementation

SoCalGas shall, either directly or through one or more SoCalGas' ESA Program contractors ("ESA Program Contractors") and subject to the terms and conditions of the signed Master Inter-Utility Agreement between SoCalGas and RPU, 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 ("Services") 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.
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.

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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

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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

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.

Program Modifications

The provisions of this Joint Program may be modified by a written amendment to this Program Order, duly authorized by SoCalGas and RPU as specified in the Master Inter-Utility Agreement (MIUA).

Integration

This Program Order supersedes all prior agreements and understandings (whether written or oral) between the Parties with respect to the subject matter hereof.

Authorization

The foregoing provisions of the Program Order shall be in effect until December 31, 2023 unless otherwise extended through amendment to this Program Order, and when necessary, amendment to the underlying MIUA if any proposed Program Order term extension would extend beyond the current term of the MIUA.

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Southern California Gas Company

Signature:



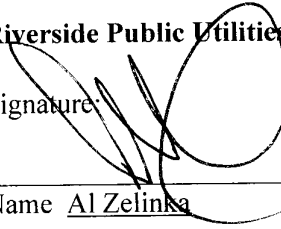
Name Brian Prusnek

Title Director, Customer Programs and Assistance

Date 8/13/21

Riverside Public Utilities

Signature:



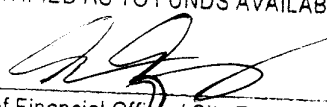
Name Al Zelinka

Title City Manager

Date 2/9/22

CERTIFIED AS TO FUNDS AVAILABILITY.

BY:


Chief Financial Officer/ City Treasurer

Attest:


DONESIA GAUSE
City Clerk

APPROVED AS TO FORM:

BY: 
ASSISTANT CITY ATTORNEY

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Exhibit A to “Scope of Services”

RPU Added Measures to ESAP

SERVICES	Unit	Material	Labor	Total Reimbursement
In Home Electric Measures				
LED A Lamp (6-9w)	Each	Provided by Utility	Inc. in total	\$5.00
LED A Lamp (6-9w)	Each	Inc. in total	Inc. in total	\$10.00
LED Candelabra	Each	Inc. in total	Inc. in total	\$10.00
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	\$15.36
LED Hardwired Ceiling Fixture (Circle) (17w)	Each	Inc. in total	Inc. in total	\$66.80
LED Hardwired Porch Light	Each	Inc. in total	Inc. in total	\$65.80
LED Night Lights	Each	Inc. in total	Inc. in total	\$9.99
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	\$10.00
Refrigerator w/ recycle <18 Cubic Feet	Each	Inc. in total	Inc. in total	\$750.00
Refrigerator w/ recycle >= 18 Cubic Feet	Each	Inc. in total	Inc. in total	\$850.00
Smart Power Strip (2 max) – Tier 2	Each	Inc. in total	Inc. in total	\$55.00
Microwave Oven Replacement	Each	Inc. in total	Inc. in total	\$110.00
A/C Tune-Up* *per ton	Each	Inc. in total	Inc. in total	\$55.00
Duct Seal and Test (When leveraged)	Each	Inc. in total	Inc. in total	\$161.80
Smart Power Strip (Embertec 8AV+ Tier 2 Bluetooth)	Each	Inc. in total	Inc. in total	\$99.50
Pool Pumps	Each	Inc. in total	Inc. in total	\$1,750.00
Efficient Attic Fan	Each	Inc. in total	Inc. in total	\$359.00
HVAC efficient Fan Control Switch	Each	Inc. in total	Inc. in total	\$145.00
Residential Ceiling Insulation	Each sq. ft. of insulation	Inc. in total	Inc. in total	\$0.30
Occupancy Sensors	Each	Inc. in total	Inc. in total	\$49.45

New Measures				
ECM HVAC Motor	Each	Inc. in total	Inc. in total	\$359.00
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
Computer Smart Powerstrip (2 max) - Tier 2	Each	Inc. in total	Inc. in total	\$99.50

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 200% of the Federal Poverty Guidelines¹, 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.

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.

CENTRAL AIR CONDITIONING TUNE-UP

1. All applicable units.

DUCT SEAL & TEST

¹ As published on <https://aspe.hhs.gov/poverty-guidelines>.

1. All applicable units.

EFFICIENT HVAC FAN CONTROL SWITCH INSTALLATION

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.