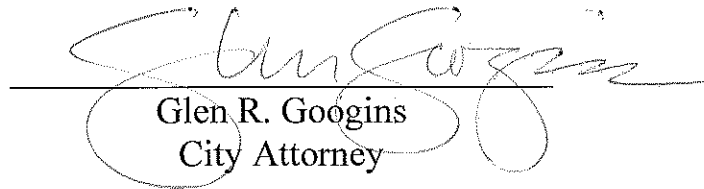


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL


Glen R. Googins
City Attorney

Dated: 12/11/15

AGREEMENT TO JOINTLY DELIVER THE 2016-2020
CITY OF CHULA VISTA ENERGY EFFICIENCY AND
CONSERVATION PARTNERSHIP PROGRAM
BETWEEN
THE CITY OF CHULA VISTA AND
SAN DIEGO GAS & ELECTRIC COMPANY

**AGREEMENT TO JOINTLY DELIVER THE 2016-2020 CITY OF CHULA VISTA
ENERGY EFFICIENCY AND CONSERVATION PARTNERSHIP PROGRAM**

BETWEEN

CITY OF CHULA VISTA

and

SAN DIEGO GAS & ELECTRIC COMPANY

Dated: _____

**This program is funded by California utility customers and administered by San Diego Gas
& Electric Company under the auspices of the California Public Utilities Commission.**

THIS AGREEMENT TO JOINTLY DELIVER THE 2016-2020 CITY OF CHULA VISTA ENERGY EFFICIENCY AND CONSERVATION PARTNERSHIP PROGRAM is effective as of January 1, 2016 ("Effective Date") by and among SAN DIEGO GAS & ELECTRIC COMPANY ("SDG&E"), and THE CITY OF CHULA VISTA (the "LGP"). SDG&E and the LGP may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, California Public Utilities Code Sections 454.55 and 454.56 require the California Public Utilities Commission (the "Commission") , in consultation with the California Energy Commission, to identify potentially achievable cost-effective electricity and natural gas efficiency savings and establish efficiency targets for electrical or gas corporations to achieve;

WHEREAS, the Commission in D.12-11-015 approved a portfolio of energy efficiency programs and budgets to be implemented in 2013 and 2014 by SDG&E (among others), including programs where local governmental entities partners with investor-owned utilities to deliver energy efficiency information and education to utility customers;

WHEREAS, SDG&E submitted applications for the implementation of energy efficiency programs for the 2013 and 2014, which included the 2016-2020 City of Chula Vista Energy Efficiency and Conservation Partnership Program (hereinafter referred to as the "Program"), involving the delivery of energy efficiency funding, incentives, information, training and materials to City, its residents, developers, and South Bay cities in SDG&E's service territory;

WHEREAS, in Decision (D.) 14-10-046 (issued in connection with Rulemaking (R.) 13-11-005), the Commission directed the continuation through 2015 of the energy efficiency portfolios that had been approved for 2013-2014 and to establish funding and savings goals for such energy efficiency portfolios;

WHEREAS, on February 24, 2015, the Commission issued a ruling and scoping memo establishing Phase II of R.13-11-005, which included providing guidance on changes and savings goals for 2016 portfolios and beyond;

WHEREAS, the Parties desire to enter into an agreement to set forth the terms and conditions under which the Program shall be implemented for the 2016-2020 program years, before a final decision from the Commission is issued in respect of SDG&E's energy efficiency portfolios for 2016 and beyond.

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

1. DEFINITIONS

- 1.1. "Agreement" means this document and all exhibits attached hereto and incorporated herein, and as amended from time to time.

- 1.2. "Annual Authorized Budget" has the meaning set forth in Section 6.1.
- 1.3. "Applicable Laws" has the meaning set forth in Section 3.4.1.
- 1.4. "Authorized Budgets" has the meaning set forth in Section 6.1.
- 1.5. "Authorized Work" means the work for the facilitation and implementation of the Program and its objectives as described in the Scope of Work.
- 1.6. "Billing Quarter" has the meaning set forth in Section 6.2.1.
- 1.7. "Business Day" means the period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
- 1.8. "Calendar Day" means the period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.
- 1.9. "Commission" has the meaning set forth in the Recitals.
- 1.10. "Confidential Customer Information" has the meaning set forth in Section 11.2.
- 1.11. "Contractor" means an entity contracting directly or indirectly with the LGP, or any subcontractor thereof subcontracting with such entity, to furnish services or materials as part of or directly related to the LGP's Authorized Work obligations.
- 1.12. "Developments" has the meaning set forth in Section 8.
- 1.13. "Effective Date" has the meaning set forth in the Preamble.
- 1.14. "Electric Procurement Funds" are electric procurement funds that must fund energy efficiency programs that benefit electric customers within an IOU's service territory, as adopted by the Commission. Electric procurement funds replaced the public goods charge (PGC) on electricity bills.
- 1.15. "Eligible Customers" means those SDG&E customers eligible for Program services, consistent with the requirements of this Agreement.
- 1.16. "Force Majeure Event" has the meaning set forth in Section 24.
- 1.17. "Gas Public Purpose Program (PPP) Surcharge" means those funds collected from gas utility ratepayers pursuant to Section 890 et al. of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.

1.18. "Implementation Plan" means the then most recent implementation plan for the Program submitted by SDG&E to the Commission (including, if applicable, Program Implementation Plans or PIPs) in support of the implementation strategies to be utilized by SDG&E to achieve the Commission's energy efficiency goals (and the Commission's broader energy efficiency strategy), as such implementation plan may be revised from time to time.

1.19. "LGP" means the City of Chula Vista, and its successors and assigns.

1.20. "LGP Indemnitees" has the meaning set forth in Section 7.2.

1.21. "Losses" has the meaning set forth in Section 7.1.

1.22. "Milestone Schedule" means the schedule for the performance of the Authorized Work as set forth in Exhibit C hereto and incorporated herein by reference.

1.23. "Party" or "Parties" has the meaning set forth in the Preamble.

1.24. "Program" has the meaning set forth in the Recitals.

1.25. "Program Expenditures" means actual (i.e., no mark-up for profit), reasonable expenditures of a type listed in the Allowable Cost Table set forth in Exhibit B that are identifiable and required for the performance of Authorized Work, provided that such expenditures may be reimbursable by SDG&E with Electric Procurement Funds or Gas PPP Surcharge funds.

1.26. "Program Year" means January 1 through December 31 of each calendar year during the Term.

1.27. "Public Goods Charge" or "PGC" means the previous method of collecting funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission. Unspent PGC funds may be used to fund current energy efficiency programs.

1.28. "Scope of Work" means the scope of work attached hereto as Exhibit A and incorporated herein by reference.

1.29. "SDG&E" means the San Diego Gas & Electric Company, as its successors and assigns.

1.30. "SDG&E Indemnitee" has the meaning set forth in Section 7.1.

1.31. "Term" has the meaning set forth in Section 3.2.

1.32. "Total Authorized Budget" has the meaning set forth in Section 6.1.

In addition, all terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SDG&E under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the Program. The Program and work authorized pursuant to this Agreement is not to be performed for profit.

The objectives of the Program are: The 2016-2020 SDG&E/Chula Vista Energy Efficiency Partnership's goal is to create innovative approaches to improving community and municipal energy efficiency and achieving both direct and indirect energy savings. The Partnership will combine and leverage the resources of four City departments to deliver cost-effective, holistic opportunities for promoting energy efficiency within the community.

The Program components include municipal facility efficiency improvements, strengthened building energy codes and inspections, energy-saving redevelopment planning and design and community-based energy conservation education and facility assessments. The Program will mainly serve City of Chula Vista residents and businesses estimated at 225,000 and 13,000, respectively. It is also anticipated that the Program may partially serve neighboring communities and further act as a program model for other South Bay cities' future involvement in SDG&E Energy Efficiency Partnerships.

This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

3. OBLIGATIONS OF THE LGP

3.1. Authorized Work. The LGP shall perform the Authorized Work obligations within the Authorized Budget and in conformance with the Implementation Plan, the Scope of Work, the Milestone Schedule and the Authorized Budgets, and shall furnish the required labor, equipment and material with the degree of skill and care that is required by current professional standards.

3.2. Term. The Authorized Work shall be performed over Program Years 2016-2020 ("Term"). Unless this Agreement is terminated pursuant to Section 18 below or any other provision of this Agreement, or otherwise by the mutual agreement of the Parties or order of the Commission or otherwise by operation of law, and subject to the Milestone

Schedule, the LGP shall complete all Program activities (other than the submission of final invoices pursuant to Section 6.2.1) by no later than December 31, 2020.

3.3. Goals. The LGP shall cause the Program to achieve the objectives and goals set forth for the Program in this Agreement, the Scope of Work and the Implementation Plan.

3.4. Compliance.

3.4.1. Applicable Laws. The LGP shall perform the Authorized Work in compliance with all applicable laws, ordinances, rules, decisions, codes, regulations, and orders of any governmental agency, commission (including the Commission), court or other legally-constituted authority having jurisdiction or authority of the LGP, the Program or the performance of the Authorized Work, as in effect from time to time, including any strategic plan, business plan, or budget promulgated or approved by the Commission from time to time that is applicable to the Program (collectively, "Applicable Laws").

3.4.2. Intellectual Property Infringement. The Authorized Work performed by the LGP and its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.

3.4.3. Equal Opportunity. SDG&E is an equal employment opportunity employer and is a federal contractor. Consequently, the LGP agrees, to the extent applicable, to comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agrees that these laws are incorporated herein by this reference. The LGP also agrees to comply with the provisions of Executive Order 13496 relating to the notice of employee rights under federal labor laws.

3.5. Contractors. The LGP shall obtain SDG&E's written consent prior to retaining or using any Contractor to perform any of the Authorized Work; provided, however, SDG&E's consent shall not be required for the LGP to retain or use contractors or subcontractors to perform direct implementation of energy efficiency measures at the LGP's facilities. The LGP shall be responsible at all times for the acts and omissions of all such Contractors, as well as any other persons performing the Authorized Work on the LGP's behalf, and shall contractually require each Contractor to indemnify SDG&E to the same extent the LGP has indemnified SDG&E under the terms and conditions of this Agreement. The LGP shall cause its Contractors to (a) retain all records and documents pertaining to its Authorized Work obligations for a period of not less than ten (10) years beyond the end of the Term or earlier expiration of this Agreement, and (b) provide SDG&E, during the Term, reasonable access to relevant records and staff of Contractors concerning the Authorized Work. The LGP shall require its Contractor to obtain and maintain in good standing throughout the performance of the Authorized Work, to the

extent necessary, all licenses and permits required by Applicable Laws to engage in the activities required of them in connection with this Agreement.

3.6. Use of Program Funds. The LGP will ensure, and shall require its Contractors to ensure, that the Program funds in its possession are used solely for Authorized Work, and shall use the highest degree of care that the LGP uses to control its own funds, but in no event less than a reasonable degree of care.

3.7. Marketing Materials. The LGP shall obtain the approval of SDG&E when developing Program marketing materials prior to any distribution, publication, circulation or dissemination in any way to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement or refer to, or that is in any way related to, the Program must contain the following language: "This program is funded by California utility ratepayers and administered by San Diego Gas & Electric Company, under the auspices of the California Public Utilities Commission."

3.8. Regular Communication. The LGP will communicate regularly with the program representative of SDG&E and shall advise SDG&E of any problems or delay associated with its Authorized Work obligations.

3.9. Double-Dipping Prohibited.

3.9.1. Eligible Customer Incentives. To the extent the Program or the Authorized Work involves the payment or provision of a rebate, discount or incentive to Eligible Customers for services or measures provided by the Program, the LGP shall use its best efforts to ensure that such Eligible Customers do not receive any rebate, discount or incentive from any other energy efficiency program (whether from SDG&E or from another utility, state or local program) for such services or measures provided by the Program. Such best efforts shall include, prior to providing such rebate, discount or incentive to an Eligible Customer, the LGP shall obtain a signed form from such Eligible Customer stating that (a) such Eligible Customer has not received any rebate, incentive or discount for the same service or measure from any other SDG&E program or from another utility, state, or local program, and (b) such Eligible Customer will not apply for any rebate, incentive or discount for the same service or measure from any other SDG&E program or from another utility, state, or local program. The LGP shall keep its Eligible Customer-signed forms for at least five (5) years after the expiration or termination of this Agreement.

3.9.2. LGP Funding. The LGP agrees that it will not apply for nor accept, and represents and warrants that it has not received, and rebates, discounts, incentives or other funding from any other source in connection with any measures or services provided under the Program or the Authorized Work for which the LGP has received funding from SDG&E under this Agreement.

4. OBLIGATIONS OF SDG&E

4.1. Informational Materials. SDG&E shall provide, at no cost to the Program, informational and educational materials on SDG&E's statewide and local energy efficiency programs to the LGP to the extent reasonably necessary to enable the LGP to implement the Program.

4.2. Program Representative. SDG&E shall provide a program representative on a part-time basis, who will be the point of contact between the LGP and SDG&E for the Program.

5. ADMINISTRATION OF PROGRAM

5.1. Decision-making and Approval.

5.1.1. Unanimous Consent Required. Unless otherwise set forth in this Agreement, the following actions and tasks require unanimous approval of the Parties prior to such action or task being taken:

- (a) Any action by the LGP that deviates from the Scope of Work; or
- (b) Any Program Expenditure that exceeds either the Total Authorized Budget, any Annual Authorized Budget or any line item for such Program Expenditure in either the Total Authorized Budget or Annual Authorized Budget.

Notwithstanding the foregoing, neither Party shall unreasonably withhold its approval to any of the foregoing actions if those actions are reasonably required as a result of events or circumstances occurring after the Effective Date that are outside of the reasonable control of the LGP.

5.1.2. Documentation. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 5.1.1 above, in meeting minutes or, if taken outside a meeting, through written communication, in all cases which shall be maintained in hard copy form on file by the Parties for a period of no less than ten (10) years after the expiration or termination of this Agreement.

5.2. Regular Meetings. During the Term of this Agreement, the Parties shall meet on a regular basis, which shall occur no less than quarterly, at a location reasonably agreed upon by the Parties, and shall engage in routine weekly communication to review the status of the Program's deliverables, schedules and the budgets, and plan for upcoming Program implementation activities. Any decision-making shall be reached and documented in accordance with the requirements of Section 5.1.2 above.

5.3. Coordinating the Program Activities. Each Party shall be responsible for (a) coordinating the implementation of its Authorized Work obligations with the other Party, and (b) monitoring the overall progress of the Authorized Work, to ensure that the Program remains on target, (including achieving the Program's energy savings and demand reduction goals), on schedule (including pursuant to the Milestone Schedule), and meets all reporting and other filing requirements.

5.4. Coordinating with Other Energy Efficiency Programs. As applicable, SDG&E shall coordinate with other existing or selected programs (including programs targeting low-income customers) to enhance consistency in incentives and other Program details, minimize duplicative administrative costs and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures. Both Parties will coordinate with other energy programs to maximize customer satisfaction and energy savings.

5.5. Non-Responsibility for Other Parties. Notwithstanding anything contained in this Agreement in the contrary, a Party shall not be responsible for the performance or non-performance hereunder of any other Party, nor be obligated to remedy any other Party's defaults or defective performance.

5.6. Program Expenditures. The LGP shall seek reimbursement for any Program Expenditures in excess of the applicable Authorized Budget unless such applicable Authorized Budget is amended by the written agreement of both Parties.

5.7. Reporting Requirements. SDG&E shall comply with the reporting requirements set forth by the Commission in the Commission's "Energy Efficiency Policy Manual, Version 5 (July 2013)", as such requirements may be formally updated or modified by the Commission from time to time.

5.8. Information Request. The LGP shall provide and otherwise make available to SDG&E and/or the Commission any and all such information requested by SDG&E or the Commission as each may reasonably request from time to time in connection with the Program, the LGP's activities in connection with the Program, and/or the Program Expenditures incurred by the LGP, including information as may be required by the Commission to conduct evaluation, measurement and verification for the Program and information that is required to be reported by SDG&E pursuant to its reporting requirements set forth in Section 5.7 above.

6. PAYMENTS

6.1. Authorized Budget. As of the Effective Date, the total budget for performance of the Authorized Work over the Term is \$7,817,925 (the "Total Authorized Budget"), and the budget for performance of the Authorized Work over each Program Year of the Term is \$1,563,585 (each, an "Annual Authorized Budget", and together with the Total

Authorized Budget, collectively, the "Authorized Budgets"). Any or all of the Authorized Budgets shall be subject to revision, increase or reductions from time to time as set forth in Section 6.3 below.

6.2. Program Expenditures. During the Term, the LGP shall be entitled to reimbursement for Program Expenditures, up to the applicable Authorized Budget, in accordance with the following invoicing and payment procedure:

6.2.1. Invoices. For each quarter of the Term that the LGP performs Authorized Work (the "Billing Quarter"), the LGP shall provide an invoice for the reimbursement of the reported Program Expenditures, in a format acceptable to SDG&E, no later than the tenth (10th) Calendar Day of the calendar month following the Billing Quarter (except for the final Billing Quarter of the Term, in which case the invoice for such final Billing Quarter shall be provided no later than three (3) months after the end of the Term). Each such invoice shall include a reference to this Agreement number (5660044515) and all documentation reasonably necessary to substantiate such Program Expenditures, including:

- (a) *Labor:* For each of the Program's budget categories applicable to the LGP (e.g. Direct Implementation), a list of individuals and total hours worked and labor rate(s) for each person during the Billing Quarter in each budget category, as well as a description of the activities undertaken by each such person during the Billing Quarter.
- (b) *Equipment and Material:* A list of equipment and material used and/or installed in the performance of the Authorized Work during the Billing Quarter, and supporting documentation for the cost incurred by the LGP therewith.
- (c) *Overhead:* The overhead percentage calculated each fiscal year by the LGP's Auditor and Comptroller is deemed proper and appropriate to collect for overhead charges incurred during the Billing Quarter in support of the LGP's staff and shall be applied to loaded labor. The rates change each July 1.
- (d) *Travel/Training/Conference:* While original receipts need not be submitted, a detailed expense report for all travel expenses should be provided, which includes airfare, mileage, meals, lodging, parking, etc, in the format approved by SDG&E. A detailed travel expense report should include the following information: name of person incurring expense, reason for expense, date(s) incurred and type of expense (e.g. airfare, airport parking, rental car, other parking, mileage, meals, hotel, other costs, if any).

- (e) *Contractor Costs:* Copies of all Contractor invoices for Authorized Work performed during the Billing Quarter, which Contractor invoices shall include a description of the activities undertaken by the Contractor during the Billing Quarter. If only a portion of the Contractor costs applies to the Program, the LGP shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program.
- (f) *Marketing:* A copy of each distinct marketing material produced, with quantity of a given marketing material produced, the method of distribution, and invoices for the cost of producing such marketing material.

LGP's invoices shall be sent to the following SDG&E address:

San Diego Gas & Electric Company
Attn: Tiphanyie Logan
8335 Century Park Court, CP12C
San Diego, California 92123
E-mail: sdgelgp@semprautilities.com

With a copy to the applicable SDG&E program advisor for the Program.

6.2.2. Rejection of Invoice. SDG&E reserves the right to reject any invoiced amount of Program Expenditures for any of the following reasons:

- (a) The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in any of the Authorized Budgets or any line item for such Program Expenditure in any such Authorized Budgets;
- (b) Such invoiced amount does not qualify as a Program Expenditure as set forth in the definition of "Program Expenditure" under this Agreement;
- (c) The invoice for such Program Expenditure does not include sufficient or adequate documentation necessary to substantiate such Program Expenditure, as reasonably determined by SDG&E; or
- (d) The invoice for such Program Expenditure does not adequately reference this Agreement number (5660044515).

Should SDG&E reject any LGP invoice or Program Expenditure, SDG&E may request such additional performance required from the LGP, modification required to the LGP's invoice or such other action as may be required of the LGP, and any continuing dispute therefore shall be resolved in accordance with the procedures set forth in Section 9.

- 6.2.3. Payment. SDG&E shall make payment of the undisputed portion of an invoice for Program Expenditures no later than thirty (30) Calendar Days following receipt of such invoice. Payment shall be made by check or cash to the following address:

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910

- 6.2.4. Record-Keeping. The LGP shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate all Program Expenditures. The LGP shall promptly provide, upon the reasonable request by SDG&E, any documentation, records or information in connection with any Program Expenditure incurred by the LGP.

6.3. Modification of Authorized Budgets. To the maximum extent permitted by Applicable Law, SDG&E shall have the right to modify, reduce or increase any or all of, or any portion of, the Authorized Budgets at any time, at its sole reasonable discretion, which reasonable discretion shall include (a) reductions due to excess Program Expenditures incurred during previous Program Years, (b) carrying over unused Program funds during a Program Year to the Annual Authorized Budget of the following Program Year, (c) shifting Program funds among budget categories (e.g. Administrative and Direct Implementation) within an Authorized Budget, (d) shifting Program funds to or from another energy efficiency program, and (e) reductions due to either the unavailability of funds or the LGP obtaining a different funding source for all or any portion of the Program.

6.4. Unused Program Funds. The LGP shall not be entitled to Program funds that are unused at the end of the Term.

6.5. Refund of Electric Procurement Funds, PGC and/or Gas PPP Surcharge Funds. With respect to any Program Expenditure paid or credited to the LGP that is subject to refund to the Commission pursuant to any subsequent Commission decision or ruling (e.g. as a result of a determination that such Program Expenditure was an overpayment or was otherwise unreasonable), should the Commission determine that a refund is due and seeks to recover such refund, the amount due shall be refunded by the LGP to SDG&E, within 30 Calendar Days of receipt of written notice that the refund is owed, or alternatively, SDG&E may offset the amount due from other Program Expenditures due and payable to the LGP. Nothing in this provision is intended to limit a Party's right to pursue administrative or other remedies available with respect to a Commission decision

or ruling. SDG&E's approval of any action which is the responsibility of the LGP under this Agreement shall not shift the corresponding responsibility with respect to any overpayment or unreasonable Program Expenditure.

7. INDEMNITY

7.1. Indemnity by the LGP. The LGP shall indemnify, defend and hold harmless SDG&E, and its successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees (each, an "SDG&E Indemnatee"), from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) (collectively, "Losses") incurred by such SDG&E Indemnatee to the extent arising from (a) the LGP's activities in connection with or under the Program or (b) the LGP's breach of this Agreement or of any representation or warranty of LGP contained in this Agreement.

7.2. Indemnity by SDG&E. SDG&E shall indemnify, defend and hold harmless the LGP and its successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees (each, an "LGP Indemnatee"), from and against any and all Losses incurred by such LGP Indemnatee to the extent arising from (a) SDG&E's negligence or willful misconduct in SDG&E's activities under the Program or performance of its obligations hereunder or (b) SDG&E's breach of this Agreement or any representation or warranty of SDG&E contained in this Agreement.

7.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS SECTION 7.3 SHALL NOT APPLY TO ANY SUCH DAMAGES THAT ARE CLAIMED BY THIRD PARTIES FOR WHICH SUCH PARTY IS REQUIRED TO INDEMNIFY UNDER THE TERMS OF THIS AGREEMENT.

8. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SDG&E, on behalf of its ratepayers, shall own all data, report, 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 in the performance of this Agreement for which SDG&E funded under this Agreement (collectively "Developments"), except as otherwise set forth in the Scope of Work; provided, however, that Developments do not include equipment or infrastructure purchased by either Party for research, development, education or demonstration

related to energy efficiency and the LGP shall retain complete ownership of any and all capital improvements undertaken in its buildings, facilities, and real property. Although the LGP shall retain no ownership, interest or title in the Developments (except as may otherwise be provided in the Scope of Work), SDG&E hereby grants the LGP a permanent, royalty free, non-exclusive license to use such Developments.

9. DISPUTE RESOLUTION

9.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 9.

9.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to all Parties and shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

9.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 9.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

9.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

9.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

9.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 9.2 above, the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 26.

10. INSURANCE

10.1. Coverage Amounts. The LGP will maintain, and shall require its Contractors to maintain, the following insurance coverage or self-insurance coverage, at all times during the Term of this Agreement:

- (a) Workers' Compensation and Employers' Liability: statutory minimum.
- (b) Commercial General Liability: \$1 million minimum.
- (c) Commercial or Business Auto (if applicable): \$1 million minimum.
- (d) Professional Liability (if applicable): \$1 million minimum.

10.2. Evidence of Insurance. Upon request at any time during the Term of this Agreement, the LGP shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 10.1) are in full force and effect and provide the coverage and limits of insurance that the LGP is obligated under this Agreement to maintain at all times during the Term.

10.3. Self-Insurance. If the LGP is self-insured, the LGP shall upon request forward documentation to SDG&E that demonstrates to SDG&E's satisfaction that the LGP self-insures as a matter of normal business practice within 30 days of execution of this Agreement. SDG&E will accept reasonable proof of self-insurance comparable to the above requirements.

11. CUSTOMER CONFIDENTIALITY REQUIREMENTS

11.1. Non-Disclosure. The LGP shall not disclose any Confidential Customer Information (defined below) to any third party during the Term of this Agreement or after its completion, without the LGP having obtained the prior written consent of SDG&E, except as provided by law, lawful court order or subpoena so long as the LGP gives SDG&E advance written notice of such order or subpoena. Without limiting the foregoing, the LGP agrees to use at least the same degree of care the LGP uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Customer Information. The LGP shall cause each of its directors, officers, employees, agents, representatives, Contractors subcontractors and suppliers working on the Program to become familiar with, and abide by, the same obligations of the LGP under this Section 11.

11.2. Confidential Customer Information. "Confidential Customer Information" means information regarding any SDG&E customer, including an SDG&E customer's name, address, telephone number, account number and all billing and usage information, whether such information is marked confidential or not. If the LGP is uncertain whether

any information should be considered Confidential Customer Information, the LGP shall contact SDG&E prior to disclosing the information.

11.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SDG&E may require the LGP to enter into an additional nondisclosure agreement.

11.4. Commission Proceedings. This Section 11 does not prohibit the LGP from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

11.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to the LGP by SDG&E, and any and all documents and materials containing such Confidential Customer Information or produced by the LGP based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Agreement shall be returned upon written request by SDG&E.

11.6. Survival. Notwithstanding the return or destruction of all or any part of the Confidential Customer Information, the confidentiality provisions set forth in this Agreement shall nevertheless remain in full force and effect in perpetuity. Moreover, the LGP represents, warrants, and covenants on behalf of itself and its Contractors, that security procedures and practices appropriate to the nature of the Confidential Customer Information involved are in place on the Effective Date of this Agreement and will be used at all times during the term of this Agreement to protect the Customer Confidential Information from unauthorized access, destruction, use, modification, or disclosure.

11.7. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 11 and the obligations of the LGP are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 11 by the LGP, SDG&E shall be entitled to seek and obtain 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, money damages or any other available legal or equitable remedy.

11.8. Public Records Act. Notwithstanding the foregoing, to the extent applicable to the LGP, all information provided to the LGP may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 *et seq.*), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the LGP may be obligated to disclose any information provided to the LGP to any party that requests it to the extent required under the California Public Records Act; provided, however, the LGP agrees to

use its best efforts to seek the confidential protection of Confidential Customer Information to the maximum extent permitted under the California Public Records Act.

12. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under the Agreement. Failure to comply with deadlines stated in this Agreement may result in termination of this Agreement, payments being withheld or other Program modifications as directed by the Commission.

13. CUSTOMER COMPLAINT RESOLUTION PROCESS

The LGP shall develop and implement a process for the management and resolution of customer complaints in an expedited manner including, but not limited to: (a) ensuring adequate levels of professional customer service staff; (b) direct access of customer complaints to supervisory and/or management personnel; (c) documenting each customer complaint upon receipt; and (d) elevating any complaint that is not resolved within five (5) days of receipt by the LGP.

14. RESTRICTIONS ON MARKETING

14.1. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SDG&E must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California utility customers and administered by San Diego Gas & Electric Company under the auspices of the California Public Utilities Commission."

14.2. Use of SDG&E's Names. The LGP must receive prior review and written approval from SDG&E for the use of SDG&E's name or logo on any marketing or other Program materials. The LGP shall allow at least twenty (20) days for SDG&E's review and approval.

14.3. Use of the LGP's Name. SDG&E must receive prior written approval from the LGP for use of the LGP's name or logo on any marketing or other Program materials. SDG&E shall allow at least twenty (20) days for the LGP's review and approval.

15. RIGHT TO AUDIT

The LGP agrees that SDG&E and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to the LGP's performance of this Agreement or the Authorized Work, during normal business hours and upon reasonable notice to the LGP, and to allow reasonable access in order to interview any employees of the LGP or its Contractors who might reasonably

have information related to such records. Further, the LGP agrees to include a similar right of SDG&E and/or the Commission to audit records and interview staff in any contract of its Contractor related to performance of the LGP's Authorized Work or this Agreement.

16. STOP WORK PROCEDURES

SDG&E may suspend the Authorized Work being for good cause, such as concerns related to funding, implementation or management of the Program, safety concerns, fraud, or excessive customer complaints, by notifying the LGP in writing to suspend its Authorized Work being performed in SDG&E's service territory, in which case the LGP shall stop work immediately and may resume its Authorized Work only upon receiving written notice from SDG&E that it may resume its Authorized Work.

17. MODIFICATIONS

Changes to this Agreement shall only be made by mutual agreement of all Parties through a written amendment to this Agreement signed by all Parties. Notwithstanding the foregoing, this Agreement shall at all times be subject to the discretion of the Commission, including, but not limited to, review and modifications, excusing a Party's performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that, in SDG&E's reasonable opinion, any ruling, decision or other action by the Commission adversely impacts the Program or the Authorized Work, or otherwise causes this Agreement, the Program or the Authorized Work to be inconsistent with such Commission ruling, decision or action or SDG&E's objectives for the Program, SDG&E shall have the right to modify the terms of this Agreement or otherwise terminate this Agreement by providing at least ten (10) days' prior written notice to the LGP setting forth the effective date of such termination or modification, so as to be consistent with such Commission ruling, decision or action.

18. TERMINATION

18.1. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60) Calendar Days notice to the breaching Party thereof from the non-breaching Party or otherwise cured pursuant to the dispute resolution provisions set forth in Section 9 herein. The foregoing non-breaching Party's right to terminate this Agreement shall be in addition to any and all rights and remedies available to it under law or in equity.

18.2. Termination for Convenience. SDG&E shall have the right to terminate this Agreement, at its sole convenience for any reason (or for no reason whatsoever) and without first obtaining the LGP's prior consent, by providing at least thirty (30) Calendar Days' prior written notice to the LGP setting forth the effective date of such termination.

18.3. Effect of Termination. In the event of any termination of this Agreement before the end of the Term, the LGP shall immediately stop any Authorized Work in progress

and take action as directed by SDG&E to bring the Authorized Work to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and any applicable contracts for Authorized Work. The LGP shall be entitled to payment for all Program Expenditures incurred or accrued for Authorized Work up to the effective date of such termination in accordance with the terms for the payment and invoicing of such Program Expenditures as set forth in this Agreement, and such payment of Program Expenditures shall be the LGP's sole compensation resulting from any such termination of this Agreement.

19. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

LGP: City of Chula Vista Conservation Section 276 Fourth Avenue Chula Vista, CA 91910	SDG&E: San Diego Gas & Electric Company 8335 Century Park Court, CP12C San Diego, California 92123
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Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

20. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

21. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations

promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

The LGP represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all contracts of its Contractors for their Authorized Work obligations.

22. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically stated in writing and signed by the waiving Party.

23. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SDG&E is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require the LGP's consent, and SDG&E shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

24. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement to the extent such failure is caused by strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of terrorism, acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or any other cause beyond the reasonable control of such Party (each a "Force Majeure Event"); provided that such Force Majeure Event (a) was not otherwise caused by such Party's breach of an obligation under this Agreement or such Party's negligence or willful misconduct, and (b) could not be overcome or avoided by the exercise of due care; provided further that such Party claiming a Force Majeure Event promptly notifies the other Party of the Force Majeure Event and its cause, promptly supplies such available information about the event and its cause as may be reasonably requested by the other Party, and initiates efforts to remove the cause of the event or mitigate its effect in a prompt and diligent manner.

25. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all

other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

26. 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 San Diego County, California.

27. SECTION HEADINGS

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

28. SURVIVAL

Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature or terms survive such completion or termination. Such provisions shall include, but are not limited to, Sections 7, 9, 11, 15, 17, 19, 20, 22, 26, 28 and 29 of this Agreement.

29. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

30. COOPERATION

Each Party agrees to cooperate with the other Parties in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

31. ENTIRE AGREEMENT

This Agreement (including the Exhibits hereto) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

32. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LGP:

THE CITY OF CHULA VISTA

Mary Casillas Salas, Mayor

Attest:

Donna Norris, City Clerk

APPROVED AS TO FORM:

Glen R. Googins, City Attorney

SDG&E:

SAN DIEGO GAS & ELECTRIC COMPANY



Name: Denita A. Willoughby

Title: Vice President, Supply Management & Logistics

EXHIBIT A
CITY OF CHULA VISTA
2016-2020 LOCAL GOVERNMENT PARTNERSHIP
SCOPE OF WORK

PROGRAM OVERVIEW

a) Program Title:

Chula Vista Local Government Partnership

b) Program Budget (5-Year):

\$1,563,585 per year (\$7,817,925 total)

c) Program Term:

January 1, 2016 through December 31, 2020

d) Main Contact Information:

Lynn France, Environmental Services Manager

Economic Development Department

276 Fourth Avenue

Chula Vista, CA 91910

(619) 585-5790 Office

(619) 691-5006 Fax

PROGRAM COMPONENT

Municipal Energy Management

CA-LTEESP SUPPORT

The City's Municipal Energy Management component will support the following CA Long-Term Energy Efficiency Strategic Plan goals:

3. Local governments lead by example with their own facilities.
5. Local government energy efficiency expertise becomes widespread and typical.

DESCRIPTION

The SDG&E/Chula Vista Energy Efficiency Partnership will expand the City's efforts to reduce municipal energy use through facility retrofits and upgrades. Chula Vista owns, leases, and/or operates over 90 buildings and structures totaling approximately 1.4 million square feet. Annually, the City's facilities consume an estimated 16.5 million kWh and 900,000 therms. In addition, the program will help train municipal facility managers on better energy management practices and will complement Chula Vista's ongoing investments in renewable energy generation.

GOALS, OBJECTIVES, & DELIVERABLES

1. Develop integrated energy management strategies for major City buildings and facilities.

- a. Objective – As outlined in the new City Operations Sustainability Plan, pursue retro-commissioning and green building certification for select municipal facilities to identify more efficient and sustainable operation practices.
 - i. Deliverable – Continue to host LEED-EBOM training for City operations staff to expand in-house capacity and knowledge.
Performance Goal: At least 2 staff participating (can include other South Bay cities' staff) per year (10 total).
 - ii. Deliverable – Produce a summary report outlining the best practices that could improve the efficient operations of municipal buildings on a daily basis.
Performance Goal: At least 2 best practices identified (within 5-year period).
Performance Goal: At least 1 building assessed for LEED-EBOM equivalency (within 5-year period).
- b. Objective – Determine the feasibility of leveraging the City's current water pumping management system to improve real time energy management capabilities.
 - i. Deliverable – Produce a summary report outlining the applicability of the SCADA water pumping system to act as an energy management tool for municipal facilities.
Performance Goal: At least 1 design schematic created for a pilot site (within 5-year period).
 - ii. Deliverable – Update Capital Improvement Project (CIP) bid requirements, as appropriate, to include the new energy management system specifications.
Performance Goal: At least 1 specification sheet created (within 5-year period).

2. Reduce energy consumption at City buildings, facilities, and related infrastructure as part of the Department of Energy's Better Buildings Challenge.

- a. Objective – Coordinate the installation of energy efficient retrofit projects (such as HVAC, lighting, and VFDs) at City buildings, facilities, and related infrastructure by using information obtained in section 1 above.
 - i. Deliverable – Reduce building energy use through energy efficiency improvements and energy management efforts.
- b. Objective – Pursue current and emerging energy efficiency financing options to provide installation capital costs, which are not covered under existing incentive programs.

Deliverable – Secure retrofit project financing, such as California Energy Commission loans, SDG&E On-Bill Financing, CSCDA Sustainable Energy Bond Program (exact value dependent on

identified retrofit project list) and/or other financing programs that may be available.

Performance Goal: At least \$1,000,000 in financing issued (includes PACE financing thru “Community Energy Conservation & Upgrade Outreach” component below) per year (\$5,000,000 total).

SDG&E PROVIDED DATA

To assist in accomplishing the objectives listed above, San Diego Gas & Electric will electronically provide the City (on a monthly basis) with energy data for Chula Vista municipal accounts through energy waves and E3 data access tools, including:

- Account Number
- Service Address
- Energy Use
- Energy Demand
- Energy Costs
- Total Costs

TARGET AUDIENCE

To include: Municipal facility managers and support staff

SCHEDULE

- Jan '16 - Dec '20 – Host a green building training for staff
- Jan '16 - Dec '20 – Identify energy-related building O&M best practices
- Jan '16 - Dec '20 – Secure financing & begin retrofit projects
- Jan '16 - Dec '20 – Complete energy efficiency retrofit projects
- Jan '16 – Dec '16 - Complete the LEED O+M feasibility study
- Jan '17 – Dec '17 - Evaluate certifying one or more City of Chula Vista buildings with LEED O+M
- Jan '18 – Dec '18 – Retrofit wastewater pumps, where feasible, to reduce energy usage
- Jan '19 – Dec '20 – Implement building automation and energy storage improvements to reduce peak demand and save energy

BUDGET

Program Name: Municipal Energy Management		
Item	Program Budget	
	(\$)	(%)
Administrative Costs	-	-
Marketing/Outreach Costs	-	-
Incentive/Rebate Costs	-	-
Direct Implementation Costs	\$186,483 (per year) \$932,415 (total)	100%
Total	\$186,483 (per year) \$932,415 (total)	100%

PROGRAM COMPONENT

Community Energy Conservation & Upgrade Outreach

CA-LTEESP SUPPORT

The City's Community Energy Conservation & Upgrade Outreach component will support the following CA Long-Term Energy Efficiency Strategic Plan goals:

4. Local governments lead their communities with innovative programs for energy efficiency, sustainability, and climate change.
5. Local government energy efficiency expertise becomes widespread and typical.

EXISTING BUILDINGS ENERGY EFFICIENCY ACTION PLAN SUPPORT

The City's Community Energy Conservation & Upgrade Outreach component will support the following goals included in the CA Existing Building Energy Efficiency Action Plan:

1. Proactive and informed government leadership in energy efficiency.
2. Data drives informed decisions.
3. Building industry delivers innovation and performance.
4. Californians recognize and benefit from the value of efficiency upgrades.
5. Solutions are accessible and affordable for all Californians.

DESCRIPTION

The Community Energy Upgrade & Conservation Outreach program is designed to complement San Diego Gas & Electric's residential and commercial energy efficiency programs by providing trained City staff to engage and educate Chula Vista businesses, residents, contractors and other members that influence energy usage about energy-saving opportunities. City staff are able to play a unique role in delivering energy efficiency programs to their community, both because their more proximate relationship with citizens, and because they are able to leverage other municipal services/processes to maximize outreach effectiveness.

GOALS, OBJECTIVES, & DELIVERABLES

1. Increase the business community's awareness about energy-saving opportunities and participation in available energy efficiency programs offered by SDG&E/CPUC.

- a. Objective – Trained staff will perform free on-site energy evaluations for Chula Vista businesses through the City's successful Free Resource & Energy Business Evaluation (FREBE) program. City staff will provide participants with an integrated energy audit, an overview of applicable SDG&E direct install, incentive, and financing programs, and assistance completing incentive and/or On-Bill Financing applications. City staff will also, whenever possible, acquire the SDG&E account number of the facility being evaluated.

- i. Deliverable – Develop energy and water evaluation reports for local businesses to generate and track immediate referrals for SDG&E core programs.

Performance Goal: At least 500 on-site business evaluations completed per year (2,500 total).

- ii. Deliverable – Survey participating businesses quarterly via online or mail to identify and better understand energy upgrade opportunities, SDG&E program interest, and customer satisfaction.

Performance Goal: At least 50% of respondents implementing at least 1 of the City's recommendations yearly (ongoing).

- b. Objective – As part of the business evaluations, City staff will specifically facilitate low-cost energy efficiency solutions and educate participants on new energy-saving technologies.

- i. Deliverable – Distribute "smart" power strips or similar low cost energy-saving devices (limit one per business during one year cycle) to help demonstrate the benefits of simple energy upgrades to businesses.

Performance Goal: At least 300 low cost energy-saving devices distributed per year (1,500 total).

- ii. Deliverable – Assist SDG&E in recruiting businesses into low cost, turnkey energy solution programs, such as Direct Install and Programmable Communicating Thermostat (PCT) services.

Performance Goal: At least 300 direct referrals sent to SDG&E core programs per year (1,500 total).

- c. Objective – Local businesses that are voluntarily incorporating energy efficiency and other sustainable practices into their operations will be recognized through the Chula Vista CLEAN Business program. The program, which is co-sponsored by the Chula Vista Chamber of Commerce and the Third Avenue Village Association, provides additional technical, marketing, and networking opportunities for these "early adopter" businesses (*co-funded*).

Deliverable – Organize networking events and/or campaigns to share

- i. best practices and lesson learned among participants and to highlight newly available energy and sustainability programs.

Performance Goal: At least 4 events or campaigns organized with at least 50 businesses participating total per year (20 events or 250 businesses total).

- ii. Deliverable – Highlight exemplary businesses and other community members that are energy efficiency leaders through annual Chula Vista CLEAN Champion Awards under the auspices of the City’s Resource Conservation Commission.

Performance Goal: At least 4 businesses or community members recognized per year (20 total).

- iii. Deliverable – Transition participating businesses onto a new Green Business web platform (such as a local City built platform or regional platform that meets all Green Business stakeholders’ needs) to better link identified energy efficiency opportunities with available SDG&E core programs.

Performance Goal: At least 50 businesses participating in program and utilizing new web platform to track their improvements per year (200 total).

- d. Objective – To build momentum towards a local clean energy economy, staff will work to retain and expand clean tech-oriented businesses in Chula Vista. Further, staff will work with current Chula Vista businesses to identify opportunities for new “green” products and service development (*co-funded*).

- i. Deliverable – Initiate recruitment initiatives for clean tech-oriented businesses and/or development projects, which also generate referrals for SDG&E’s energy efficiency core programs.

- ii. Deliverable – Promote business-to-business transactions between current clean tech-oriented businesses (and local supply enterprises supporting these businesses) through informal and formal networks, which also generate referrals for SDG&E’s core programs.

Performance Goal: At least 50 direct referrals sent to SDG&E core programs per year (250 total).

2. Increase residents’ awareness about energy-saving opportunities and participation in energy efficiency programs such as Energy Upgrade California (EUC) and Energy Savings Assistance Program (ESAP).

- a. Objective – Trained staff will outreach to residents at community events and through community-wide campaigns to educate them on new energy efficiency technologies and available incentive and financing programs.

- i. Deliverable – Participate in community events to provide an ongoing communication channel with community members.

Performance Goal: At least 50 events attended reaching over 50,000 attendees total per year (250 events reaching 250,000 attendees total).

- ii. Deliverable – Organize community-wide campaigns (such as Green Realtor Trainings and/or the Georgetown University Energy Prize) and events (such as the Go Green & Clean Family Day), to promote each citizen’s important role in helping Chula Vista reach its energy and environmental goals.
Performance Goal: At least 5 campaigns and/or events organized reaching over 250,000 community members (within 5-year period).
 - iii. Deliverable – Enroll residents with Therm Kits request cards or provide similar low cost energy-saving devices (limit one per household) to help demonstrate the benefits of simple energy upgrades to homes.
Performance Goal: At least 100 low cost energy-saving devices distributed per year (500 total).
- b. Objective – Through the Energy Lounge program, the Chula Vista Library’s facilities and services will be leveraged to educate and enroll “hard to reach” residents (such as older and low-income community members) in special energy assistance programs to help lower their utility bills.
- i. Deliverable – Expansion of the City’s inventory of energy-related books, e-books, and tools, which are available for public circulation.
Performance Goal: At least 50 new energy-related books and resources added to circulation per year (250 total).
 - ii. Deliverable – Develop monthly energy messaging (utilizing the Energy Lounge digital signage and community board) to promote energy-saving tips and resources.
Performance Goal: At least 24 messages highlighted through signage, newsletters, or emails per year (120 total).
 - iii. Deliverable – Host quarterly adult and/or youth energy programs that include guest speakers, tool tips, story times, and screening of energy-themed movies at each major library location.
Performance Goal: At least 8 events organized with at least 150 residents participating per year (40 events and 750 residents total).
- c. Objective – Through the Recreation Empower Hour program, the Chula Vista Recreation’s facilities and services will be leveraged to educate children and teens on energy-saving behavior and concepts.
- i. Deliverable – Organize after-school programs and participate in special events to provide activities (through the Rec & Roll vehicle) to inform and influence energy-saving behavior at home.
Performance Goal: At least 350 activities delivered reaching over 4,500 youth per year (1,750 activities and 22,500 youth total).
- Deliverable – Sponsor onsite school programs and special events (such as Summer Movie Nights) to promote energy-saving behavior and recruit participants into the Empower Hour’s after-school and Rec &

- i. Roll programs.
Performance Goal: At least 4 movie nights organized reaching over 400 community members per year (20 movie nights reaching 2,000 community members total).
 - ii. Deliverable – Conduct pre- and post-program learning assessments for youth participating in the Recreation Empower Hour, as well as conduct surveys of their parents to assess behavioral impacts at home.
Performance Goal: At least 60% of respondents improving their energy efficiency knowledge and/or adopting more sustainable behaviors yearly (ongoing).
 - d. Objective – Trained staff will perform no cost free on-site energy evaluations for Chula Vista residents through the City's successful Home Upgrade, Carbon Downgrade program. City staff will help to identify home energy performance issues, suggest possible solutions, and provide assistance with completing incentive and financing applications.
 - i. Deliverable – Develop Home Energy & Water Check-Up reports for residents to review potential energy and water-saving opportunities and to generate referrals for SDG&E core programs.
Performance Goal: At least 150 on-site home evaluations completed per year (750 total).
 - ii. Deliverable – Survey participating residents quarterly via online or mail to identify and better understand energy upgrade opportunities, SDG&E program interest, and customer satisfaction.
Performance Goal: At least 50% of respondents implementing at least one of the City evaluations' recommendations yearly (ongoing).
 - e. Objective – The City will help to develop the local whole-home energy and water retrofit market by developing new policies through its Climate Action Plan update process and supporting local financing tools in the community.
 - i. Deliverable – As part of the Climate Action Plan update process, develop potential policy and program options for expanded education, benchmarking, retrofit, and supplemental rebates for existing residential building stock (may also apply to commercial buildings).
Performance Goal: At least 3 programs and/or policies will be developed and presented to City Council for consideration per year (15 total).
 - ii. Deliverable – Leverage private-public partnership(s) to provide PACE financing to single-family, multi-family, and commercial property owners in Chula Vista.
Performance Goal: At least \$1,000,000 in financing issued (includes municipal retrofits through "Municipal Energy Management") per year (\$5,000,000 total).
- Objective – In collaboration with the City's Housing Division and South Bay

- i. Community Services, the City will provide direct outreach and assistance to low and moderate-income homeowners to facilitate whole-home energy retrofits through its “Green Homes for All” initiative (*co-funded*).

- iii. Deliverable – Assist SDG&E in recruiting low-income households into no cost, turnkey energy solution programs, such as the Energy Savings Assistance Program.

Performance Goal: At least 50 direct referrals sent to SDG&E core programs per year (250 total).

- iv. Deliverable – Assist the local schools through the Georgetown University Energy Prize, Chula Vista Promise Neighborhood (a Department of Education-sponsored program) or similar program in integrating energy efficiency information into their community assistance services.

Performance Goal: At least 2 bilingual presentations or marketing pieces provided to local schools and/or Parent Resource Centers per year (10 total).

3. Expand energy-efficiency opportunities in neighboring communities through collaboration and peer-to-peer support as part of the South Bay Energy Action Collaborative (SoBEAC).

- a. Objective – Chula Vista will assist South Bay jurisdictions in managing energy consumption and costs at their municipal facilities by sharing lessons learned and providing technical support.

- i. Deliverable – If requested by other jurisdictions, we will work to develop detailed energy efficiency improvement proposals for municipal sites.

Performance Goal: At least 4 municipal site proposals developed per year (20 total).

- b. Objective – Chula Vista will assist South Bay jurisdictions in further integrating energy efficiency into development and planning processes.

- i. Deliverable – Work with SDG&E to provide training sessions for municipal building and planning staff and/or provide in-house technical reviews on energy efficiency and sustainable building codes, technologies, and rebate programs.

Performance Goal: At least 6 in-house trainings or technical review sessions conducted per year (30 total).

- ii. Deliverable – Create energy-related policies and programs as part of Climate Action Plan, General Plan, or Energy Roadmap implementation.

Performance Goal: At least 1 policy/program developed for consideration (within 5-year period).

- c. Objective – Chula Vista will help South Bay jurisdictions educate their local community members on energy efficiency opportunities.

- i. Deliverable – Provide energy efficiency outreach support through booths and/or other engagement tools at community events throughout the sub-region.
Performance Goal: At least 4 events reaching over 5,000 attendees per year (20 events with 25,000 attendees total).
- ii. Deliverable – Host workshops at South Bay library branches, or other locations, to promote the books, tools, and resources available through the “Library Energy Kits or other energy efficiency programing.”
Performance Goal: At least 3 workshops conducted reaching over 100 attendees per year (15 workshops with 500 attendees total).
- iii. Deliverable – Organize annual “Green Scene” or other outreach campaigns to recruit and promote small businesses’ involvement in low cost, turnkey energy solution programs, such as Direct Install and Programmable Communicating Thermostat services.
Performance Goal: At least 40 direct referrals sent to SDG&E core programs per year (200 total).

SDG&E PROVIDED DATA

To assist in accomplishing the objectives listed above, The City of Chula Vista will work with San Diego Gas & Electric to request, through privacy greenlight, program participation data for Chula Vista residential and commercial customers, including if available:

- Programs
- Measures Implemented
- Energy Savings (kWh, kW, & Therms)

TARGET AUDIENCE

To include: South Bay residents (including youth, seniors, & low-income households) & businesses.

SCHEDULE

- Jan '16 – Dec '20 – Continue to conduct business evaluations (based on the requirements of the FREBE ordinance (City of Chula Vista Municipal Code 20.04)) and home evaluations as requested
- Jan '16 – Dec '20 - Engage more CLEAN Businesses to take advantage of Energy Efficiency programs. Help larger businesses apply for rebates and incentives.
- Jan '16 – Dec '20 – Continue to engage SoBEAC members to assist them to implement more Energy Efficient programs in their jurisdictions
- Jan '16 – Dec '16 - Align the FREBE ordinance with SDG&E Business Energy Solutions (BES). Pending City Council approval, amend the

ordinance to match the 5 year eligibility of the BES program

- Jan '16 – Dec '16 - Market the City of Chula Vista web platform to engage members and recruit new businesses
- Jan '16 – June '18 – Continue to participate in the Georgetown University Energy Prize and evaluate any other community based energy competitions that we could participate in for future years (such as Cool CA or other).
- Jan '17 – Dec '17 – Evaluate and consider joining a regional green business online platform with partners (under the same brand) and possibly organize friendly competitions among businesses in the region.
- Jan '19 – Dec '20 – Update and revise Climate Action Plan as needed.

BUDGET

Program Name: Community Energy Conservation & Upgrade Outreach		
Item	Program Budget	
	(\$)	(%)
Administrative Costs	-	-
Marketing/Outreach Costs	\$93,815 (per year) \$469,075 (total)	12%
Direct Implementation Costs	\$684,525 (per year) \$3,422,625 (total)	88%
Total	\$778,340 (per year) \$3,891,700 (total)	100%

PROGRAM COMPONENT

Sustainable Communities

CA-LTEESP SUPPORT

The City's Sustainable Communities component will support the following CA Long-Term Energy Efficiency Strategic Plan goals:

1. Local governments lead adoption and implementation of "reach" codes stronger than Title 24, on both mandatory basis and voluntary bases.
2. Strong support from local governments for energy code compliance enforcement.
5. Local government energy efficiency expertise becomes widespread and typical.

EXISTING BUILDINGS ENERGY EFFICIENCY ACTION PLAN SUPPORT

The City's Community Energy Conservation & Upgrade Outreach component will support elements of all five of the following goals included in the CA Existing Building Energy Efficiency Action Plan:

3. Building industry delivers innovation and performance.

4. Californians recognize and benefit from the value of efficiency upgrades.
5. Solutions are accessible and affordable for all Californians.

DESCRIPTION

Building upon the current program, the Chula Vista Sustainable Communities Program (SCP) will further City staff's expertise in energy conservation and green building principles, with the goal of infusing sustainable practices into every level of the planning and building process. Staff will promote these principles to customers engaged in the municipal permit and construction approval process through the City's website, on the phone, and in person at the Public Services Building. Under the SCP, the Development Services Department will also investigate and update their existing programs, guidelines, and regulations to reflect the advances that have been made in both the green building and energy conservation aspects of community and project-level site planning and to coordinate these activities with new energy-related programs.

GOALS, OBJECTIVES, & DELIVERABLES

- 1. Improve the energy performance of new development and buildings through standards and codes that emphasize sustainable design and construction and support progress towards statewide Zero Net Energy building goals.**
 - a. Objective – The City will develop local approaches and standards for achieving increased energy efficiency at the community-planning scale and site-planning scale.
 - i. Deliverable – Develop recommendations for energy-efficient community and site planning standards and incentives for City Council consideration.
Performance Goal: At least 1 policy/program developed and presented to City Council for consideration (within 5-year period).
 - b. Objective – Based on SDG&E's cost-effectiveness study results, the City will analyze the feasibility of updating its Energy Efficiency and Green Building "reach" codes to exceed state standards to complement statewide Zero Net Energy initiatives.
 - i. Deliverable – Develop Enhanced Energy Efficiency and Green Building Ordinances for City Council consideration, if deemed cost-effective.
Performance Goal: At least 1 policy/program developed and presented to City Council for consideration (within 5-year period).
- 2. Increase developers and permit applicants' awareness of energy-saving opportunities related to new construction and major renovation projects and their participation in available energy efficiency programs.**
 - a. Objective – Chula Vista will provide direct education to developers, permit applicants, and Development Services Department staff on energy efficiency codes, emerging technologies, and SDG&E incentive programs.

- i. Deliverable – Produce development-related educational materials via digital forms, handouts, process guides, checklists, and information links.
Performance Goal: At least 2 educational materials created and distributed per year (12 total).
 - b. Objective – Chula Vista will provide technical support to developers, permit applicants, and Development Services Department staff on energy efficiency codes, mandatory & voluntary green building standards, emerging technologies, and SDG&E incentive programs.
 - i. Deliverable – Provide regular in-house trainings to Development Services staff and the development community on the City’s approach to Zero Net Energy through “reach” codes, on the California Energy Code and on the California Green Building Code. We will incorporate any applicable incentive program information.
Performance Goal: At least 2 trainings with at least 40 attendees (we will invite other South Bay cities staff) per year (10 trainings with 200 attendees total).
 - ii. Deliverable – Provide support during construction on jobsites and at the permit counter to explain and aid compliance with the current and new California Green Building and Energy codes, and locally-adopted “reach” codes (if applicable) and expedited permitting incentive programs.
Performance Goal: At least 25 one-on-one meetings with developers and/or contractors per year (125 total).
 - iii. Deliverable – Provide staffing at the City’s “Sustainability Desk” during public counter hours and by appointment to answer questions and offer one-on-one guidance to community members and Development Services staff.
Performance Goal: At least 50 days of staffing at the Sustainability Desk per year (250 total).
 - iv. Deliverable – Provide support to the local development community on SDG&E new construction programs such as California Advanced Homes and Savings by Design.
Performance Goal: At least 2 trainings organized with at least 50 attendees per year (10 trainings with 250 attendees).
- 3. **Increase compliance and enforcement of new California Energy and Green Building codes along with the “reach” codes (if applicable) adopted by the Chula Vista City Council.**
 - a. Objective – Provide additional verification that energy efficiency and green building requirements are being properly met.
 - i. Deliverable - Perform secondary audits on all types of construction projects (residential, commercial, and industrial) to confirm compliance with energy efficiency requirements and to ensure proper installation and inspection procedures were performed.
Performance Goal: At least 10 secondary audits performed total per year (50 total).

SDG&E PROVIDED DATA

To assist in accomplishing the objectives listed above, The City of Chula Vista will work with San Diego Gas & Electric to request, through privacy greenlight, program participation data for Chula Vista residential and commercial customers, including if available:

- Programs
- Measures Implemented
- Energy Savings (kWh, kW, & Therms)

TARGET AUDIENCE

To include: Development Services Department personnel (including Plan Check, Permit Counter, & Building Inspection staff), builders, developers, and community members.

SCHEDULE

- Jan '16 – Dec '20 – Continue public education & technical support
- Jan '16 – Dec '20 – Provide permit counter support for energy code compliance
- Jan '16 – Dec '20 – Evaluate recommendations for community-scale standards
- Jan '16 – Dec '20 – Evaluate potential for new additional “reach” code or other energy saving policies
- Jan '17 – Dec '17 – Implement “point-in-time” energy efficiency upgrade requirement for existing buildings
- Jan '18 – Dec '18 – Take ordinance requiring cool roofs for all climate zones in Chula Vista to City Council

BUDGET

Program Name: Sustainable Communities Program		
Item	Program Budget	
	(\$)	(%)
Administrative Costs	-	-
Marketing/Outreach Costs	-	-
Direct Implementation Costs	\$352,404 (per year) \$1,762,020 (total)	100%
Total	\$352,404 (per year) \$1,762,020 (total)	100%

PROGRAM COMPONENT

San Diego Regional Energy Partnership

CA-LTEESP SUPPORT

The San Diego Regional Energy Partnership component will support the following CA Long-Term Energy Efficiency Strategic Plan goals:

1. Local governments lead adoption and implementation of “reach” codes stronger than Title 24, on both mandatory and voluntary basis.
3. Local governments lead by example with their own facilities and energy use practices.
4. Local governments lead their communities with innovative programs for energy efficiency, sustainability, and climate change.
5. Local government energy efficiency expertise becomes widespread and typical.

DESCRIPTION

Local Governments in San Diego County have been successfully collaborating with each other and with SDG&E on joint energy efficiency initiatives over the last 7 years as part of the Local Government Partnership programs and as part of past federal stimulus-funded activities related to energy efficiency. These agencies have formalized this “network” through the creation of the San Diego Regional Energy Partnership (SDREP). The SDREP is led by a “Local Government Steering Committee” with representatives from the City of Chula Vista, City of San Diego, County of San Diego, Port of San Diego, and San Diego Association of Governments (representing smaller jurisdictions), in close collaboration with San Diego Gas & Electric® and other regional partners.

GOALS, OBJECTIVES, & DELIVERABLES

1. **Further develop and support regional Energy Upgrade California (EUC) implementation and the broader existing building retrofit market to facilitate “deep energy retrofits” (both in terms of high energy savings and untapped markets in existing buildings).**
 - a. Objective – SDREP will conduct **outreach, coordination, and training with the local real estate community** to pursue adoption of a “Green” Multiple Listing Service (MLS) to help capture market value for home energy performance.
 - b. Objective – SDREP will provide outreach and education (including technical assistance and guidance, on site at local governments, upon request) to support compliance with AB 802 requirements and evolving State legislation, addressing access to whole building energy use information, Portfolio Manager and ENERGY STAR® certification, and ways to leverage benchmarking data to encourage energy upgrades and savings. Outreach may include recognition for ENERGY STAR commercial and multifamily buildings.
 - c. Objective – SDREP will support **energy efficiency outreach and education** across the San Diego region through community workshops/events and employee-based “home energy coaching.”

2. **Further assist local governments and communities in the San Diego region with understanding and implementing climate action strategies, especially related to energy efficiency and energy efficiency aspects of resiliency.**
 - a. Objective – SDREP will continue to support the **Climate Collaborative website and network** to expand jurisdictional participation, energy efficiency program awareness, and highlight climate strategies that produce direct and indirect energy savings and greenhouse gas reductions.
 - b. Objective – SDREP will leverage existing localized Green Business programs and expand upon **regional Green Business programs, recruit new community partners and businesses**, and will facilitate and recognize their energy efficiency and other greenhouse gas emissions reduction efforts.
 - c. Objective –SDREP will expand the Zero Net Energy (ZNE) webinar series and conduct webinars on policies and technologies, and provide technical support tailored for and incorporating local government staff. Webinars will also be offered to architects, developers, and contractors. SDREP will coordinate with SDG&E® to leverage current outreach efforts, programs, and facilities available through SDG&E. The webinars are intended to expand the reach and audience composition of existing ZNE activities and to aid local governments in their ongoing **progress towards ZNE building goals** as identified in the Zero Net Energy Roadmap.
3. **Assist local government staff in increasing their expertise in building energy efficiency standards, increasing code compliance and related energy savings**
 - a. Objective – SDREP will support local building departments in building internal capacity for implementing and enforcing Title 24, Part 6 and 11 (CALGreen) via direct in-person and on-demand “energy code coach” support for interested/priority local government permit and code compliance staff.

TARGET AUDIENCE

To include: Municipal facility, energy management, climate planning, and support staff across the region.

SCHEDULE

The SDREP encompasses various programs and projects implemented in coordination with regional partners. Therefore, each of the specific SDREP programs and projects would be guided by their own individual timeline.

EXHIBIT B

ALLOWABLE COSTS TABLE

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	Allowable Costs
Administrative Cost Category	Managerial and Clerical Labor
	IOU Labor - Clerical
	IOU Labor - Program Design
	IOU Labor - Program Development
	IOU Labor - Program Planning
	IOU Labor - Program/Project Management
	IOU Labor - Staff Management
	IOU Labor - Staff Supervision
	Subcontractor Labor - Clerical
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	Human Resource Support and Development
	IOU Labor - Human Resources
	IOU Labor - Staff Development and Training
	IOU Benefits - Administrative Labor
	IOU Benefits - Direct Implementation Labor
	IOU Benefits - Marketing/Advertising/Outreach Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Pension - Administrative Labor
	IOU Pension - Direct Implementation Labor
	IOU Pension - Marketing/Advertising/Outreach Labor
	Subcontractor Labor- Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor
	Subcontractor Pension - Administrative Labor

Allowable Costs Table

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Cost Categories	Allowable Costs
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees
	IOU Conference Fees
	IOU Labor - Conference Attendance
	IOU Travel - Airfare
	IOU Travel - Lodging
	IOU Travel - Meals
	IOU Travel - Mileage
	IOU Travel - Parking
	IOU Travel - Per Diem for Misc. Expenses
	Subcontractor - Conference Fees
	Subcontractor Labor - Conference Attendance
	Subcontractor - Travel - Airfare
	Subcontractor - Travel - Lodging
	Subcontractor - Travel - Meals
	Subcontractor - Travel - Mileage
	Subcontractor - Travel - Parking
	Subcontractor - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	IOU Equipment Communications
	IOU Equipment Computing
	IOU Equipment Document Reproduction
	IOU Equipment General Office
	IOU Equipment Transportation
	IOU Food Service
	IOU Office Supplies
	IOU Postage
	IOU Labor - Accounting Support
	IOU Labor - Accounts Payable
	IOU Labor - Accounts Receivable
	IOU Labor - Administrative
	IOU Labor - Facilities Maintenance
	IOU Labor - Materials Management
	IOU Labor - Procurement
	IOU Labor - Shop Services
	IOU Labor - Transportation Services
	IOU Labor - Automated Systems
	IOU Labor - Communications
	IOU Labor - Information Technology
	IOU Labor - Telecommunications
	Subcontractor Equipment Communications
	Subcontractor Equipment Computing
	Subcontractor Equipment Document Reproduction

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	Allowable Costs
	Subcontractor Equipment General Office
	Subcontractor Equipment Transportation
	Subcontractor Food Service
	Subcontractor Office Supplies
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
	Subcontractor Labor - Materials Management
	Subcontractor Labor - Procurement
	Subcontractor Labor - Shop Services
	Subcontractor Labor - Administrative
	Subcontractor Labor - Transportation Services
	Subcontractor Labor - Automated Systems
	Subcontractor Labor - Communications
	Subcontractor Labor - Information Technology
	Subcontractor Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	IOU - Advertisements / Media Promotions
	IOU - Bill Inserts
	IOU - Brochures
	IOU - Door Hangers
	IOU - Print Advertisements
	IOU - Radio Spots
	IOU - Television Spots
	IOU - Website Development
	IOU Labor - Marketing
	IOU Labor - Media Production
	IOU Labor - Business Outreach
	IOU Labor - Customer Outreach
	IOU Labor - Customer Relations
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots
	Subcontractor - Television Spots
	Subcontractor - Website Development
	Subcontractor Labor - Marketing
	Subcontractor Labor - Media Production
	Subcontractor Labor - Business Outreach
	Subcontractor Labor - Customer Outreach
	Subcontractor Labor - Customer Relations

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	Allowable Costs
Direct Implementation Cost Category	Financial Incentives to Customers Activity - Direct Labor IOU Labor - Curriculum Development IOU Labor - Customer Education and Training IOU Labor - Customer Equipment Testing and Diagnostics IOU Labor - Facilities Audits Subcontractor Labor - Facilities Audits Subcontractor Labor - Curriculum Development Subcontractor Labor - Customer Education and Training Subcontractor Labor - Customer Equipment Testing and Diagnostics Installation and Service - Labor IOU Labor - Customer Equipment Repair and Servicing IOU Labor - Measure Installation Subcontractor Labor - Customer Equipment Repair and Servicing Subcontractor Labor - Customer Equipment Repair and Servicing Direct Implementation Hardware and Materials IOU Audit Applications and Forms IOU Direct Implementation Literature IOU Education Materials IOU Energy Measurement Tools IOU Installation Hardware Subcontractor - Direct Implementation Literature Subcontractor - Education Materials Subcontractor - Energy Measurement Tools Subcontractor - Installation Hardware Subcontractor - Audit Applications and Forms Rebate Processing and Inspection - Labor and Materials IOU Labor - Field Verification IOU Labor - Site Inspections IOU Labor - Rebate Processing IOU Rebate Applications Subcontractor Labor - Field Verification Subcontractor Labor - Rebate Processing Subcontractor - Rebate Applications

