

Ventura County Regional Energy Alliance Board of Directors AGENDA

Thursday, May 21, 2020 10:30 a.m.

No Location Conference call-in only

SPECIAL NOTICE: VENTURA COUNTY REGIONAL ENERGY ALLIANCE HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND VENTURA COUNTY HEALTH OFFICER'S ORDER

In response to the spread of the COVID-19 virus, Governor Newsom has temporarily suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.

REGARDING MEETING PARTICIPATION:

If you would like to access the meeting telephonically, please send an email to <u>VCREA.admin@ventura.org</u> by 5.00 PM the day before the meeting and call-in information will be provided.

REGARDING PUBLIC COMMENTS:

If you wish to make either a general public comment or comment on a specific agenda item being heard, you can submit your comment via email by 9.00 AM the day of the meeting to the following address: VCREA.admin@ventura.org. Please include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name. During public comment on the agenda item specified in your email, staff will read aloud your comment for the record.

1. CALL TO ORDER

Linda Parks

2. ROLL CALL

Kelly Cattanach

- 3. PLEDGE OF ALLEGIANCE
- 4. OATH OF OFFICE FOR NEW VCREA BOARD MEMBERS
- 5. ELECTION OF CHAIR AND VICE CHAIR
- 6. MINUTES FROM THE SEPTEMBER 19, 2019 VCREA BOARD MEETING

Requested Action: Approve

- 7. AGENDA REVIEW
- 8. PUBLIC COMMENTS

See Guidelines above

9. BOARD MEMBER COMMENTS

At this time members of the VCREA Board of Directors may comment on matters pertaining to VCREA

10. LOCAL GOVERNMENT PARTNERSHIP 2020 SOCALGAS CONTRACT

Requested Action: Approve

11. JAVIER SAUCEDO CONTRACT AMENDMENT

Requested Action: Approve

12. ANNUAL FINANCIAL AUDIT FY18/19

Requested Action: Receive and File

13. GENERAL AND ADMINISTRATIVE BUDGETS

Requested Action: Adopt

14. PROGRAM UPDATE

- CALeVIP Project Area Update
- 4C Update and ARRCA Overview
- VCREA Awards Reception Recap
- kWh Countdown
- Municipal and AB802 Benchmarking Update
- Letters of Support

Requested Action: Receive and File

15. 2019 YEAR IN REVIEW

Requested Action: Receive and File

- **16. GENERAL UPDATES AND ANNOUNCEMENTS**
- 17. ITEMS FOR FUTURE AGENDAS
- 18. NEXT MEETING TENTATIVELY SCHEDULED FOR JULY 16, 2020
- 19. ADJOURNMENT



Ventura County Regional Energy Alliance Board of Directors

Item 6

Subject: Minutes from the September 19, 2019 Board Meeting

Date: Thursday, May 21, 2020

Requested Action:

1. Approve

Attachments:

1. Summary Minutes from the September 19, 2019 Board Meeting



Ventura County Regional Energy Alliance

Action Minutes Ventura County Regional Energy Alliance Board Meeting September 19, 2019 10:15 a.m.

City of Ventura – City Hall Community Room 501 Poli Street Ventura, California 93001

1. Welcome/ Call to Order

The meeting was called to order by Vice Chair Carmen Ramirez at 10:20 a.m.

2. Roll Call

Present:

Carlos Juarez City of Santa Paula

Thomas Slosson Calleguas Municipal Water District-Alternate

Carmen Ramirez City of Oxnard

Christy Weir City of Ventura- Alternate

Bernardo Perez Ventura County Community College District

Laura Hernandez City of Port Hueneme Tim Holmgren City of Fillmore

Jackie Moran Ventura Unified School District

Ed Jones City of Thousand Oaks

Not Present:

Mike Judge City of Simi Valley

Bert Perello Ventura Regional Sanitation District

Linda Parks County of Ventura

3. Pledge of Allegiance

Sue Hughes led the Pledge of Allegiance.

4. Oath of Office for New VCREA Board Members

None at this time.

5. Minutes from the July 18, 2019 VCREA Board Meeting

Upon motion of Mr. Perez, seconded by Mr. Juarez, the Board received and filed the Minutes of the July 18, 2019 meeting. Mr. Quady and Mr. Holmgren abstained.

6. Agenda Review

7. Public Comments



Michelle Sevilla, Field Representative for Assembly member Monique Limón's Office was introduced along with Christopher Moore, Southern California Local Government Liaison for the California Public Utilities Commission and Rachel Wagner, Regional Affairs Officer with Southern California Association of Governments. Mr. Andy Sobel, alternate board member for the City of Santa Paula was also introduced.

8. Board Member Comments

Ms. Ramirez shared the upcoming Global Climate Strike taking place in Ventura on September 20, 2019 in Mission Park.

Local Government Partnership Funding- Letter to California Public Utilities Commission (CPUC)

Sue Hughes, VCREA Executive Director, gave a brief overview concerning the recent developments surrounding Southern California Edison's (SCE) decision to discontinue funding for the 2020 Local Government Partnership (LGP) as well as VCREA's response to that decision.

A letter has been drafted to send to the CPUC on behalf of VCREA's Board of Directors respectfully requesting that the CPUC direct SCE to continue funding local government activities beyond 2019.

Members of the Board asked questions regarding VCREA's historic operational funding sources, state mandated energy efficiency targets and goals, reasons why SCE states that they no longer want to fund LGPs, and deadlines and the appeal processes.

Upon motion of Mr. Jones, seconded by Mr. Perez, the Board approved and signed the letter to the CPUC.

10. Ventura County Green Business Presentation

Javier Saucedo, VCREA contractor, gave a presentation regarding the Ventura County Green Business program and recent activities related to the program, including the successful implementation of the program.

The Board asked questions regarding certification for contractors, marketing and outreach strategies, business chamber involvement, sources of funding for the implementation of various measures, recognition for certified businesses, and future presentation opportunities.

11. Program Update

Sue Hughes, VCREA Executive Director, mentioned that plans were being made for VCREA's Awards Reception and more details will be coming.

Heather Allen, VCREA staff, provided a recap of the recent Electric Vehicle (EV) Ride and Drive Event that took place at the Ventura County Government Center on September 17, 2019.

Ms. Allen also provided an update on the recent funding of \$300 for Clean Air Day. These funds will support an EV Lunch and Learn at the Thousand Oaks Library on October 4, 2019 as well as stock kiosks in the region with EV outreach material.

Discussions occurred regarding power generation and the environmental impacts of increased power generation needed for EVs versus the amount of pollutants from gas powered vehicles. Clean power generation was discussed and cities' participation in the Clean Power Alliance.



Renewable power generation was discussed and CAISO.com was shared by Vice Chair Ramirez as a resource. Oslo Norway was shared by Ms. Weir as an excellent example of a green city.

CALeVIP was discussed as a potential future funding opportunity for the region. This program would potentially bring funding for charging infrastructure to the region in 2021. The feasibility of this program and what the program would entail is being assessed at this time and more details will be provided in November.

Mr. Perez gave an update regarding recent plans to have parking lot solar developed at Moorpark, Oxnard, and Ventura Community Colleges.

A summary was requested for the Program Update material presented.

12. Electric Vehicle Interactive Map Presentation

Wyatt Stoker, VCREA contractor, introduced himself and provided an overview of the recently developed electric vehicle interactive map that was developed with funding from the Electric Vehicle Blueprint Grant.

Ms. Weir stated that this tool will be very helpful for cities.

The link to the map will be provided.

13. 2020 Board Meeting Dates

Upon motion of Ms. Weir, seconded by Mr. Holmgren, the Board approved the 2020 Board Meeting dates.

- 14. General Updates and Announcements
- 15. Items for Future Meetings
- 16. Next Meeting- November 21, 2019
- 17. Adjournment

Vice Chair Ramirez adjourned the meeting at 11:35 a.m.



Ventura County Regional Energy Alliance Board of Directors

Item 10

Subject: Local Government Partnership 2020 SoCalGas Contract

Date: Thursday, May 21, 2020

Requested Action:

1. Approve

Attachments:

1. Local Government Partnership 2020 SoCalGas Contract

AGREEMENT TO JOINTLY DELIVER THE 2020 VCREA PARTNERSHIP PROGRAM

BY AND AMONG

SOUTHERN CALIFORNIA GAS COMPANY

AND

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

DATED: DECEMBER 1, 2019

This program is funded by California utility ratepayers and administered by SoCalGas under the auspices of the California Public Utilities Commission.

THIS AGREEMENT TO JOINTLY DELIVER THE 2020 VENTURA COUNTY REGIONAL ENERGY ALLIANCE (VCREA) PARTNERSHIP PROGRAM (the "Agreement") is effective as of January 1, 2020 ("Effective Date") by and among SOUTHERN CALIFORNIA GAS COMPANY ("SoCalGas") (SoCalGas may be referred to herein individually as the "Utility") and VENTURA COUNTY REGIONAL ENERGY ALLIANCE ("VCREA"). The Utility and VCREA may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties previously executed various Agreements and Amendments during 2010-2017 to jointly deliver the VCREA Partnership Program;

WHEREAS, on January 17, 2017, SoCalGas submitted its Business Plan Application ("Application") for Approval of its 2018-2025 Energy Efficiency Rolling Portfolio Program to the California Public Utilities Commission (the "Commission") to be delivered to California utility customers for the years 2018 through 2025, which included the SoCalGas' Public Sector and SoCalGas Local Government Partnership Programs involving the delivery of energy efficiency Programs to cities, counties, other public agencies and organizations and their communities within SoCalGas' service territory;

WHEREAS, on June 5, 2018, the Commission in D. 18-05-041approved SoCalGas' Application, with modifications, and authorized certain energy efficiency programs and budgets to be delivered to California utility customers for the years 2018 through 2025; including the 2018-2025 Public Sector Program (the "Program");

WHEREAS, SoCalGas, VCREA and each of the Member Agencies (as hereinafter defined) have expressed a commitment to participate jointly in the Programs through the Partnership in 2020;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Programs shall be implemented with respect to the Parties; and

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

1. DEFINITIONS:

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.

- 1.1. Agreement: This document and all exhibits attached hereto, and as amended from time to time.
- 1.2. Authorized Partnership Budget: The Commission approved maximum budget for funding the performance of Authorized Work by all Parties of the Program, as set forth in the Implementation Plan attached hereto as Exhibit B.
- 1.3. Authorized Work: The work authorized by the Commission for the Program as set forth in this Agreement and as more fully described in the Implementation Plans attached hereto as Exhibit B and as agreed between the Parties to be performed.
- 1.4. Business Day: The measurement period of time for purposes of this Agreement, from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
- 1.5. Calendar Day: The measurement period of time for purposes of this Agreement, from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.
- 1.6. Contractor: An entity contracting directly or indirectly with a Party, or any subcontractor thereof subcontracting with such Contractor, to furnish services or materials as part of or directly related to such Party's Authorized Work obligations.
- 1.7. Customers or Eligible Customers: Customers eligible for 2020 Program services, which are SoCalGas customers located within the jurisdiction of a Member Agency and may include the Member Agency itself.
- 1.8. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.
- 1.9. Energy Efficiency Measure (or Measure): As used in the Commission's Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.
- 1.10. Gas Surcharge: The funds collected from gas utility ratepayers pursuant to Section 890 et al. of the California Public Utility Code for public purposes programs, including energy efficiency programs approved by the Commission.
- 1.11. Incentive: As used in the Commission's Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.

- 1.12. Member Agencies: Those agencies that: (i) are located in Utility's service territory; (ii) are either identified as participants in this Program through the Implementation Plan or are mutually selected by Utility and VCREA to participate in this Program; and (iii) have committed to this Program as described in Section 6.2.2 of this Agreement.
- 1.13. Energy Champion: A Member Agency's representative who is a point of contact for the Program and who can represent such Member Agency on a daily basis for all Program activities and energy efficiency projects pertaining to such Member Agency.
- 1.14. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of VCREA that are pre-approved, directly identifiable to, and required for the Authorized Work in accordance with Section 10.2.
- 1.15. Implementation Plan (IP): The implementation plan specific to this Partnership, SoCalGas Local Government Master IP, which includes the anticipated scope of the Program in SoCalGas's service territory, as approved by the Commission and attached hereto as Exhibit B.
- 1.16. VCREA Budget: That portion of the Authorized Partnership Budget, which excludes Utility's costs, and represents the maximum budget and maximum allocation by Utility and by period for funding the performance of the Program by VCREA and as set forth in Exhibits A, subject to amendment by SoCalGas consistent with the terms of this Agreement.
- 1.17. Planning Document: A Program document that describes Program implementation and/or management processes, procedures and strategies, as may be supplemented or updated from time to time.
- 1.18. Implementer The entity, named as the contract party to this Agreement, that is responsible to carry out the Authorized Work consistent with this Agreement and the IP.

2. PURPOSE

The 2020 Program is funded by California utility ratepayers and is administered by the Utility 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 2020 Program. The work authorized pursuant to this Agreement is not to be performed for profit.

This Agreement which incorporates the Recital and referenced Exhibits constitutes the complete and exclusive statement of understanding amongst the Parties and supersedes any previous agreements, written or oral, and all communications amongst the Parties relating to the subject matter herein. And further 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. PROGRAM DESCRIPTION

Overview. The 2020 VCREA Energy Efficiency Partnership Program is designed to provide integrated technical and financial assistance for Public Sector members of the Partnership, and to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, protect air quality and ensure that their communities are more livable and sustainable. The Program provides access to all SoCalGas core programs and incentives for Member Agencies to increase energy efficiency in local government facilities and their communities through energy saving actions, including retrofitting municipal facilities as well as providing opportunities for constituents to take action in their homes and businesses. By implementing measures in their own facilities, Member Agencies will build their local capacity for sustainability and lead by example as they work with VCREA and SoCalGas together to increase community awareness of energy efficiency and position each Member Agency as a leader in energy efficiency and sustainable practices. The Program will provide marketing, outreach, education, training and community sweeps to connect the community with opportunities to save energy, money and help the environment. Partners will leverage the strengths of each other and the Member Agencies to help efficiently deliver energy and demand savings as well as support for elements of California Long Term Energy Strategic Plan (the "Strategic Plan"). Delivering sustainable energy savings, promoting energy efficiency lifestyles, and achieving an enduring leadership role for the Member Agencies through this Program design is rooted in an effective relationship among the Member Agencies, their constituents, VCREA, and SoCalGas.

4. AUTHORIZED WORK

- 4.1. <u>Scope</u>. The Authorized Work is set forth broadly in the IP (Exhibit B) and shall be performed pursuant to the terms of this Agreement. The Parties shall collaborate and mutually agree upon specific Program implementation consistent with the IP, and the Parties shall document such details in a "Planning Document" which is intended to evolve throughout the term of the Program.
- 4.2. <u>Objectives</u>. The Program is designed to meet the specific goals and milestones set forth in Exhibit A of this Agreement, while implementing the Program strategies and meeting the general objectives and goals set forth in the IP, attached hereto as Exhibit B.

5. LIMITATION ON SERVICE TERRITORY

The Parties agree that Authorized Work shall only be performed in SoCalGas's service territory, with energy savings and demand reduction claims applicable solely to SoCalGas' utility system. No Authorized Work shall be performed for any customers that do not directly receive gas service from SoCalGas. Nothing in this Section 5 is intended to preclude Program coordination with other municipal utilities.

6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of the Utility and VCREA

- 6.1.1. Each Party will be responsible for the overall progress of its Authorized Work, to ensure that the Program remains on target (including but not limited to achieving the Program's specific energy savings and demand reduction goals as set forth in Exhibit A).
- The Parties acknowledge that engineering and/or technical services may 6.1.2. be needed on a contract basis to assist Member Agencies in identifying and evaluating potential energy efficiency projects. The Parties (through their designated representatives) will work together, using their respective expertise, to evaluate the contract needs and to solicit, assess and select such contractors (which may include individuals or business entities). VCREA shall contract for such work directly and be responsible for payment to the contractor(s) from the direct implementation category of the Partner's Budget. Contract work may include engineering and technical assistance with energy efficiency projects, performing energy saving calculations using Utility's tools, reporting on project status at the Partnership meetings, helping ensure that the Program meets its goals. All contracts entered into pursuant to this Section must be terminable by VCREA without payment penalty upon thirty (30) day notice and shall not contain front-end loading payment provisions.
- 6.1.3. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by the Utility.
- 6.1.4. To the extent practical and with coordination by the Utility, the Parties shall use the Program as a portal for all energy program offerings of SoCalGas, including but not limited to programs targeting low-income customers, demand response, self-generation, solar, and other programs as described in the IPs, and in support of the Strategic Plan adopted by the Commission and investor-owned utilities. This coordinated effort supports the goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.
- 6.1.5. Consistent with those contained in Section 4.2, SoCalGas and VCREA may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.

6.1.6. Each Party shall communicate regularly with the other Parties and shall advise each other Party immediately of any problems or delays associated with its Authorized Work obligations.

6.2. Obligations of VCREA.

- 6.2.1. VCREA will appoint a Partnership representative ("VCREA Energy Efficiency Representative") who will be the primary contact between the Utility and VCREA, and who will be authorized to act on behalf of VCREA in carrying out its obligations under this Agreement. Such appointment shall be communicated in writing to SoCalGas within 10 Business Days following execution of this Agreement.
- 6.2.2. As soon as practicable, VCREA shall secure from each prospective Member Agency a letter of commitment supporting and endorsing the Program, approving such Member Agency as a Program participant and authorizing VCREA to act on its behalf as necessary to further the Partnership's goals and objectives. Each such letter shall commit the Member Agency to participation in the Program and shall designate an "Energy Champion" who will be the Member Agency's primary contact for both VCREA and the Utility, and who will act on behalf of such Member Agency in carrying out the Program. VCREA shall use its best efforts to obtain all Member Agency letters by [February 28], 2020 and to deliver a copy of each Member Agency's letter to the Utility within ten (10) Business Days following its adoption. This letter shall be required for participation in the Program by a prospective Member Agency.
- 6.2.3. VCREA will manage the day-to-day activities and comprehensive implementation of the Program on behalf of the Parties in accordance with the IPs. This will include intensive interaction with the Member Agencies, Program marketing, education, outreach, technical assistance, and assistance with direct implementation. This includes notifying Customers of the availability of Program services and enrolling Customers in the Program.
- 6.2.4. VCREA shall be responsible for achieving the goals and objectives set forth in Section 4.2 hereof.
- 6.2.5. Through execution of this Agreement, VCREA acknowledge Commission policy recognizing the importance of collaboration between investor-owned utilities and local governments in order to take advantage of the unique and collective strengths that these parties offer in delivering cost-effective energy efficiency services. As a representative for the Member Agencies, VCREA agrees to work jointly with SoCalGas in both fostering new relationships and strengthening the Utility's existing relationships with Member Agencies in order to promote sustainable

- energy savings and fulfill both the short-term and long-term goals and objectives approved by the Commission and described herein. To this end, VCREA shall facilitate joint participation with the Utility and the Member Agencies in meetings, activities and decisions.
- 6.2.6. VCREA shall coordinate the semi-annual Energy Champion Meetings described in Section 7.5 of this Agreement.
- 6.2.7. VCREA shall perform its Authorized Work obligations within the VCREA Budget and in conformance with the schedule associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 6.2.8. VCREA shall be primarily responsible for coordinating the preparation of all 2020 program-related documents pertaining to VCREA's portion of Authorized Work as set forth in this Agreement, including all required reporting of VCREA pursuant to Section 9, and any such other reporting as may be requested by each Utility.
- 6.2.9. SoCalGas, from time to time, provide VCREA with Utility Program documents or other energy efficiency program documents or materials, including but not limited to forms and applications, for VCREA's use in connection with the Program. VCREA shall obtain the approval of SoCalGas prior to modifying the content of any such documents or materials in any manner; provided, however, that VCREA may add a Utility-approved Partnership and/or VCREA logo to such documents as appropriate, unless otherwise directed by the Utility.
- 6.2.10. VCREA shall work together with and obtain the approval of SoCalGas when developing Program marketing materials prior to 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, refer to or is in anyway related to the Program must contain the respective name and logo of each Utility and, at a minimum, the following language: "This Program is funded by California utility ratepayers and administered by Southern California Gas Company under the auspices of the California Public Utilities Commission."
- 6.2.11. Upon reasonable request, VCREA shall submit to SoCalGas all contracts, agreements or other requested documents with VCREA's Contractors (including subcontractors) performing work for the Program.

6.3. Obligations of SoCalGas.

- 6.3.1. SoCalGas will appoint a Partnership representative ("SoCalGas Energy Efficiency Representative") who will be the primary contact for VCREA, and who will be authorized to act on behalf of SoCalGas in carrying out SoCalGas's obligations under this Agreement. Such appointment shall be communicated in writing to VCREA within 10 Business Days following execution of this Agreement.
- 6.3.2. SoCalGas will be actively involved in all aspects of the 2020 Program. SoCalGas will use its best efforts to add value to the 2020 Program by (a) dedicating human resources necessary to implement the 2020 Program successfully and providing and maintaining a Partnership presence in the South Bay region, (b) providing support for the 2020 Program's marketing and outreach activities, and (c) working to enhance communications with VCREA to address consumer needs and provide SoCalGas information and services.
- 6.3.3. SoCalGas shall provide informational and educational materials on SoCalGas's core programs to VCREA to enable VCREA to implement the 2020 Program's outreach and education element.
- 6.3.4. SoCalGas shall be responsible for coordinating and ensuring compliance with all SoCalGas reporting and other SoCalGas filing requirements.
- 6.3.5. SGC shall be responsible for tracking performance of VCREA in accordance with Section 10.1.2.2, and for verifying all natural gas savings claims of VCREA.
- 6.3.6. Administering the PGC and Gas surcharge funds authorized for the 2020 Program and reimbursing Parties for Program Expenditures in accordance with Section 10 below.
- 6.3.7. <u>EM&V</u>. Once the Commission has approved and issued an evaluation, measurement and verification ("EM&V") plan for the 2020 Program, such EM&V plan shall be attached to this Agreement as Exhibit C and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit C. VCREA shall provide and comply with all Commission requests regarding activities related to EM&V. VCREA and its Contractors shall cooperate fully with Utility Representative and will provide all requested information, if any, to assure the timely completion of all EM&V Plan tasks requiring VCREA's involvement or cooperation.

7. ADMINISTRATION OF PROGRAM

7.1. Decision-making and Approval.

- 7.1.1. Except as specifically provided in this Agreement, the following actions and tasks require consent of all Parties:
 - a. Any material modification to the Authorized Work in connection with the Program.
 - b. Any action that materially impacts the agreed-upon schedule for implementing the 2020 Program.
 - c. Selection of any Contractor not previously approved by SoCalGas.
- 7.2. <u>Document Retention.</u> Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 7.1.1 above, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than five (5) years after the expiration or termination of this Agreement.
- 7.3. Regular Meetings. During the term of this Agreement, the Parties shall meet monthly or bi-monthly at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review the status of 2020 Program performance, deliverables, schedules and budget, toward achievement of the goals set forth in Exhibit A, and the Partnership's progress towards meeting overall Partnership goals set forth in Exhibit B. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1 above.
- 7.4. Regular Communication. Regular communication among Partnership representatives is critical for the long-term success of the Partnership and achievement of Partnership goals and objectives. Notwithstanding Section 7.3, above, the Partnership representatives identified in writing by each Partner pursuant to Sections 6.2.1, including other Program participants, shall communicate regularly with each other to review the status of the Program's goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during this communication process shall be reached and documented in accordance with the requirements of Section 7.1 above.
- 7.5. <u>Semi-Annual Joint Meetings</u>. In furtherance of the Commission objectives of strengthening relationships between California utilities, local government and consumers, VCREA shall coordinate semi-annual meetings among the Energy Champions for all of the Member Agencies to review 2020 Program progress and otherwise seek input from the Member Agencies on Program related issues as appropriate and necessary. Meeting minutes shall be recorded, retained by VCREA and provided to SoCalGas upon request. As a Partner, SoCalGas shall be provided notice and opportunity to attend and participate in the Semi-Annual Joint Meetings.

- 7.6. Communication with Member Agencies. SoCalGas will be notified of, and will have the right to participate in any meeting that pertains to energy savings project discussion between VCREA and one or more Member Agencies. Any failure by SoCalGas to attend such meetings shall not waive any future rights of SoCalGas with respect to such meetings. Nothing in this Agreement shall be construed to preclude SoCalGas from working or communicating directly with a Member Agency at any time. SoCalGas will use its best efforts to keep VCREA informed of energy efficiency projects evolved as a result of such Utility's direct working with a Member Agency to avoid duplication of efforts.
- 7.7. <u>Non-Responsibility for Other Party</u>. Notwithstanding anything contained in this Agreement in the contrary, a Party shall not be responsible for the performance or non-performance hereunder of the other Party, nor be obligated to remedy any other Party's defaults or defective performance.

8. DOUBLE DIPPING PROHIBITED

In performing its respective Authorized Work obligations, VCREA shall implement the following mechanism and shall take other practicable steps to minimize double-dipping:

- 8.1. Prior to providing incentives or services to an Eligible Customer, VCREA and its Contractors shall obtain a signed form from such Eligible Customer stating that:
 - 8.1.1. Such Eligible Customer has not received incentives or services for the same measure from any other SoCalGas program or from another utility, state, or local program; and
 - 8.1.2. Such Eligible Customer agrees not to apply for or receive incentives or services for the same measure from any other SoCalGas program or from another utility, state, or local program.
 - 8.1.3. Nothing in this Agreement should be construed to preclude the leveraging of incentives or services from another utility, or local program that are not funded from the same Gas Surcharge Funds.

Each Party shall keep its Customer-signed forms for at least five (5) years after the expiration or termination of this Agreement.

- 8.2. No Party shall knowingly provide an incentive to an Eligible Customer, or make payment to a Contractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.
- 8.3. VCREA represents and warrants that it has not received (and that its Contractor(s) has not received), and will not apply for or accept Incentives or services for any measure provided for herein or offered pursuant to this Agreement or the Program from any other Utility program or from any other Utility, state or local program.

8.4. The Parties shall take reasonable steps to avoid the provision of incentives or services for the same measures provided under the Program from another program or other funding source ("double-dipping").

9. REPORTING

The Parties shall implement those reporting requirements set forth in Exhibit D attached hereto, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the 2020 Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit D in their entirety.

10. PAYMENTS

10.1. VCREA Budget

- 10.1.1. Maximum Budget: The VCREA Budget is set forth in Exhibit A to this Agreement and represents VCREA's maximum share of the Program's 2020 Authorized Partnership Budget. Additionally, Exhibit A set forth the maximum non-incentive budget by SoCalGas on a periodic basis during the Program. VCREA shall not be entitled to compensation in excess of the VCREA Budget allocated by SoCalGas in Exhibit A (either on a periodic basis or in total), without written authorization by SoCalGas and receipt of a revised Exhibit A. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the VCREA Budget set forth in Exhibit A may be reallocated or adjusted by SoCalGas, based upon SoCalGas's reasonable evaluation of VCREA's commitment to, and progress toward achieving the energy savings goals set forth herein as evidenced by the objective tracking data specified in Section 10.1.2 and such other information as may be available to the parties to help substantiate commitment and progress towards such goals and objectives.
- 10.1.2. Tracking. SoCalGas will track VCREA's performance against the SoCalGas goals and objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings goals set forth in Exhibit A and will provide such tracking information to VCREA on a regular basis. The tracking will enable SoCalGas, to (i) report SoCalGas Program status and achievement of respective goals and objectives, (ii) confirm or amend SoCalGas portion of the Budget, set forth in Exhibit A hereto, based on the VCREA's performance of the SoCalGas goals and objectives set forth in this Agreement;
- 10.1.3. VCREA Budget Adjustment: The Parties acknowledge that this Program is offered in furtherance of the Commission's strategic energy efficiency goals for California and is based on VCREA's agreement to help achieve such goals for the Partnership. To this end, in the event that SoCalGas

determines in its reasonable discretion based on the objective tracking mechanisms set forth in 10.1.2 and 10.1.3 above, that VCREA is not performing in accordance with the goals and objectives set forth in Section 4.2 hereof and SoCalGas reasonably determines that VCREA is not demonstrating the commitment and progress necessary to achieve such goals and objectives in a timely manner, then SoCalGas shall consult and review the performance issues with VCREA. In the event the parties are unable to reach a mutual resolution, then SoCalGas shall have the unilateral right to reduce, eliminate, or otherwise adjust the VCREA Budget for the remaining Program year (other than for Program Expenditures previously committed by VCREA and approved by SoCalGas) by amending the applicable Exhibit A and providing the amended Exhibit A to VCREA. Pursuant to this Section, any such amended Exhibit A shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SoCalGas to VCREA. VCREA Budget adjustments, if any, shall not take place more frequently than every six months.

10.1.4. VCREA Budget Categories

- 10.1.4.1. Non-Incentive Budget: The VCREA Budget is comprised of a non-incentive portion which includes separate categories for Marketing, Education & Outreach and Direct Implementation, all of which are more fully described in the Implementation Plan.
- 10.1.4.2. Incentive Budget: SoCalGas Incentive Budget: SoCalGas Incentive in this Program is a part of Incentive Budget from its core programs. The Incentive level is up to \$1.50 per therm for the calculated measures. Other Incentives for deemed measures are in accordance with the prescribed Incentives for SoCalGas core programs.
- 10.2. <u>Program Expenditures.</u> VCREA, with SoCalGas prior approval, shall be entitled to spend Gas Surcharge funds, within the limits of the VCREA Budget on Program Expenditures. VCREA shall not be entitled to reimbursement of Program Expenditures for any item (i) not specifically identifiable to the Program, (ii) not previously approved by SoCalGas, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.
- 10.3. <u>Payment to VCREA</u>. In order for VCREA to be entitled to Gas Surcharge funds for Program Expenditures:
 - 10.3.1 VCREA shall submit monthly activity reports to SoCalGas in a format acceptable to SoCalGas and containing such information as may be required for the reporting requirements set forth in Section 9 above ("Monthly Reports"), by

the tenth (10th) Calendar Day of the calendar month following performance, setting forth all Program Expenditures.

- 10.3.2 VCREA shall submit to SoCalGas, together with any Monthly Report (if required), a monthly invoice for reimbursement of reported Program Expenditures, in a format acceptable to SoCalGas, attaching all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the following:
 - 10.3.2.1 Contractor Costs: Copies of all Contractor invoices. If only a portion of Contractor costs applies to the Program, VCREA shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program as provided in Exhibit D.
 - 10.3.2.2 Marketing, Education & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution.
 - 10.3.2.3 Other expenditures: As pre-approved by SoCalGas, with sufficient documentation to support the expenditure.
 - 10.3.2.4 Allowable Costs: Only those costs as listed in the Allowable Cost Table contained in the Reporting Requirements attached as Exhibit D can be submitted for payment. All invoices submitted to SoCalGas must report all costs using the allowable cost elements shown on the Allowable Cost Table.

VCREA understands and acknowledges that all of VCREA's non-incentive invoices for the 2020 Program and the Monthly Report shall be submitted to SoCalGas.

SoCalGas reserves the right to reject any VCREA invoiced amount for any of the following reasons:

- 10.3.2.5 The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the VCREA Budget for such Authorized Work (as set forth in Exhibit A).
- 10.3.2.6 There is a reasonable basis for concluding that such invoiced amount is unreasonable or is not directly identifiable to or required for the Authorized Work, and/or the 2020 Program.
- 10.3.2.7 The invoiced amount, in such Utility's sole discretion, contains charges for any item not authorized under this Agreement or by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.

- 10.3.2.8 VCREA shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate the Program Expenditures. VCREA shall promptly provide, upon the reasonable request by SoCalGas, any documentation, records or information in connection with the Program or its Authorized Work.
- 10.3.2.9 SoCalGas shall review and either approve, dispute or reject for payment reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SoCalGas shall pay all undisputed amounts after the ten (10) Calendar Day period described in Section 10.3, but within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.
- 10.4. <u>Payment of Incentives</u>. Payment of incentives shall be made in accordance with the applicable SoCalGas program requirements, including terms and conditions, and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each project have been completed to Utility's satisfaction.
- 10.5. <u>Shifting Funds</u>. SoCalGas may shift funds within the Authorized Partnership Budget among Program participants, and/or may shift funds within the VCREA Budget among budget categories (Marketing, Education & Outreach, Technical Assistance, Direct Implementation and Incentives), which categories and budget amounts are set forth in Exhibit A. Such shifting may be made by SoCalGas to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates; provided however, that prior to shifting of funds hereunder, the Utility will consult with and review the reasons for such fund shifting with VCREA.
- 10.6. <u>Reasonableness of Expenditures</u>. VCREA shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure and require a refund or return of the Gas Surcharge funds paid to VCREA in the reimbursement of such Program Expenditure, then VCREA shall be solely liable for such refund or return.

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the IPs) and all reporting requirements by no later than March 31, 2021, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2020.

12. FINAL INVOICES

VCREA must submit final non-incentive invoices to SoCalGas no later than February 15, 2021.

13. INDEMNITY

- 13.1. <u>Indemnity by VCREA</u>. VCREA shall indemnify, defend and hold harmless each other Party, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) VCREA's negligence or willful misconduct in VCREA's activities under the Program or performance of its obligations hereunder, or (b) VCREA's breach of this Agreement or of any representation or warranty of VCREA contained in this Agreement.
- 13.2. <u>Indemnity by Utility</u>. SoCalGas shall indemnify, defend and hold harmless each other Party, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) such Utility's negligence or willful misconduct in such Utility's activities under the Program or performance of its obligations hereunder or (b) such Utility's breach of this Agreement or any representation or warranty of such Utility contained in this Agreement.
- 13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE 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** Α PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE **OBLIGATIONS** HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SoCalGas, on behalf of its Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although VCREA shall retain no ownership, interest, or title in the Developments

except as may otherwise be provided in this Agreement, it will have a permanent, royalty free, non-exclusive license to use such Developments.

15. DISPUTE RESOLUTION

- 15.1. <u>Dispute Resolution</u>. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.
- 15.2. 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 Party written notice of any dispute. Within twenty (20) Calendar 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) Calendar 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 both Parties and shall conclude within sixty (60) Calendar 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.
- 15.3. <u>Confidentiality</u>. All negotiations and any mediation conducted pursuant to Section 15.2 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.
- 15.4. <u>Injunctive Relief</u>. 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.
- 15.5. <u>Continuing Obligation</u>. 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.
- 15.6. <u>Failure of Mediation</u>. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 15.2 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 35.

16. REPRESENTATIONS AND WARRANTIES

- 16.1. <u>Representation of both Parties.</u> Each Party represents and warrants, as of the Effective Date and thereafter during the term of this Agreement, that:
 - 16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.
 - 16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.
 - 16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder.
 - 16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.
 - 16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.
 - 16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.
 - 16.1.7. Each Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:
 - 16.1.7.1 Workers' Compensation: statutory minimum.
 - 16.1.7.2. Employer's Liability coverage: \$1 million minimum.
 - 16.1.7.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.
 - 16.1.7.4. Commercial or Business Auto (if applicable): \$1 million minimum.

- 16.1.7.5. Professional Liability (if applicable): \$1 million minimum.
- 16.1.8. Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

17. PROOF OF INSURANCE

- 17.1. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 16.1.7) are in full force and effect, and provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.
- 17.2. <u>Self-Insurance</u>. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates to the other Party's satisfaction that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.
- 17.3. <u>Notice of Claims</u>. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party's receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over \$100,000.

18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

- 18.1. <u>Non-Disclosure.</u> VCREA, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without VCREA having obtained the prior written consent of such Utility, except as provided by law, lawful court order or subpoena and provided VCREA gives such Utility advance written notice of such order or subpoena.
- 18.2. <u>Confidential Customer Information</u>. "Confidential Customer Information" includes, but is not limited to, a Utility customer's name, address, telephone number, account number and all billing and usage information, as well as any Utility customer's information that is marked "confidential". If VCREA is uncertain whether any information should be considered Confidential Customer Information, VCREA shall contact the Utility prior to disclosing the customer information.

- 18.3. <u>Non-Disclosure Agreement</u>. Prior to any approved disclosure of Confidential Customer Information, Utility may require VCREA to enter into a nondisclosure agreement.
- 18.4. <u>Commission Proceedings</u>. This provision does not prohibit VCREA 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.
- 18.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to VCREA by Utility during the performance of this Agreement and any and all documents and materials containing such Confidential Customer Information, whether provided by Utility or produced by VCREA based on such Confidential Customer Information, (including all copies, backups and abstracts thereof), shall be returned to Utility or destroyed by VCREA within ten (10) Business Days of the expiration or termination of this Agreement, with VCREA to provide written certification to Utility confirming return or destruction of all such information, and at any time otherwise requested in writing by Utility.
- 18.6. 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 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by any Party, the Party whose Confidential Customer Information is implicated in such breach 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.

19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement, including but not limited to those set forth in Exhibit A of this Agreement, may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, VCREA Budgets being reduced or adjusted, funding redirected by SoCalGas to other programs or partners, or other Program modifications as determined by SoCalGas or as directed by the Commission.

20. CUSTOMER COMPLAINT RESOLUTION PROCESS

The Parties 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) directing any Customer complaint that is not resolved within five (5) Calendar Days of receipt by VCREA to Utility.

21. RESTRICTIONS ON MARKETING

- 21.1. <u>Use of Commission's Name</u>. 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, SoCalGas 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 ratepayers under the auspices of the California Public Utilities Commission."
- 21.2. <u>Use of Utility' Name</u>. VCREA must receive prior review and written approval from SoCalGas for the use of such Utility's name or logo on any marketing or other Program materials. VCREA shall allow five (5) Business Days for such Utility review and approval. If VCREA has not received a response from Utility within the five (5) Business Day period, then it shall be deemed that SoCalGas has disapproved such use.
- 21.3. <u>Use of VCREA's Name</u>. SoCalGas must receive prior review and written approval from VCREA for the use of VCREA's name or logo on any marketing or other Program materials. The Utility shall allow five (5) Business Days for VCREA's review and approval. If the Utility has not received a response from VCREA within the five (5) Business Day period, then it shall be deemed that VCREA has disapproved such use.

22. RIGHT TO AUDIT

The Parties agree that the other Party, 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 performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of VCREA or the Utility who might reasonably have information related to such records. Further, the Parties agrees to include a similar right of the other Party and/or the Commission to audit records and interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

23. STOP WORK PROCEDURES

SoCalGas may suspend the Authorized Work being performed in their service territory for good cause, including, without limitation, concerns relating to program funding, implementation or management of the Program, safety concerns, fraud or excessive customer complaints, by notifying VCREA in writing to suspend any Authorized Work being performed in SoCalGas's service territory. Any performance of Authorized Work by VCREA in SoCalGas's service territory shall stop immediately, and VCREA may resume its Authorized Work only upon receiving written notice from such Utility that it may resume its Authorized Work.

24. MODIFICATIONS

Except as otherwise provided in this Agreement, changes to this Agreement shall be only be valid through a written amendment to this Agreement signed by all Parties.

25. TERM AND TERMINATION

- 25.1. <u>Term.</u> This Agreement shall be effective as of the Effective Date. Subject to Section 37, this Agreement shall continue in effect until December 31, 2020 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.
- 25.2. <u>Termination for Breach.</u> 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) days written notice to the breaching Party thereof from the non-breaching Party or otherwise resolved pursuant to the dispute resolution provisions set forth in Section 15 herein.
- 25.3. <u>Effect of Termination.</u> Any termination by VCREA or by SoCalGas shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).
 - 25.3.1. Subject to the provisions of this Agreement, VCREA shall be entitled to Gas Surcharge Funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1 shall be VCREA's sole compensation resulting from any termination of this Agreement.
 - 25.3.2. In the event of termination of this Agreement in its entirety, VCREA shall stop any Authorized Work in progress and take action as directed by SoCalGas to bring the Authorized Work to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts for Authorized Work.

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by email, 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:

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 overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery; or (d) if by e-mail, followed by telephone notification of transmission to the other Party by the noticing Party.

VCREA:

Ventura County Regional Energy Alliance Alejandra Tellez County Executive Office County of Ventura 800 Victoria Ave. Ventura CA 93009-1940 Alejandra.tellez@ventura.org (805) 654-3836

SoCalGas:

Southern California Gas Company Alma Briseno, Sr. Program Manager 555 W. Fifth Street, GT20B44 Los Angeles, CA 90013 Tel: (213) 244-5132

Fax: (213) 244-8252

Email: abriseno@socalgas.com

27. CONTRACTS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors, subcontractors and persons directly or indirectly employed by such Party for services in connection with the Authorized Work. Each Party shall require its Contractors to be bound by terms and conditions which are the same or similar to those contained in this Agreement, as the same may be applicable to Contractors.

28. 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.

29. 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.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Authorized Work obligations.

30. COMMISSION/UTILITY AUTHORITY TO MODIFY OR TERMINATE

This Agreement and the Program 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 any ruling, decision or other action by the Commission adversely impacts the Program, the Utility shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to VCREA setting forth the effective date of such termination. Notwithstanding the right to terminate, as partners in the Program, the Parties agree to share in the responsibility and to abide by Commission energy policy supporting this Program. The Parties agree to use all reasonable efforts to minimize the adverse impact to a Party resulting from such Commission actions, including but not limited to modification of the required energy savings goals set forth in Section 4.2 which are fundamental to this Agreement.

In the event that the EM&V plan referred to in Section 6.5, when issued by the Commission, adversely impacts any Party to this Agreement and the issues cannot be resolved through negotiation among the Parties, then any Party shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to the other Parties setting forth the effective date of such termination

31. NON-WAIVER

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

32. 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 Utility 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 VCREA's consent and such Utility shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

33. 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: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America), 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 other causes which are reasonably beyond the control of such Party.

34. 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.

35. GOVERNING LAW; VENUE

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

36. SECTION HEADINGS

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

37. SURVIVAL

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination. Such provisions shall include, but are not limited to, Sections 9, 10, 13, 14, 15, 18, 22, 35 and 38 of this Agreement.

38. 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.

39. COOPERATION

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

40. ENTIRE AGREEMENT

This Agreement (including all of the Exhibits and Attachments hereto which are incorporated into this Agreement by this reference) 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.

41. 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.

[INTENTIONALLY LEFT BLANK]

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

VCREA:

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

By: Imda Parks

Name Printed: Linda Parks

Title: Board Chair, Ventura County Regional Energy Alliance

Date: 4/1/2020

Name Printed: Alejandra Tellez

Title: Program Director, Ventura County Regional Energy Alliance

Date: 4/1/20

SoCalGas:

SOUTHERN CALIFORNIA GAS COMPANY

Name Printed: Becky Estrella

Title: Manager, Public Sector Programs & Partnerships

Date: 42320

EXHIBIT A

VENTURA COUNTY REGIONAL ENERGY ALLIANCE and SOUTHERN CALIFORNIA GAS COMPANY PARTNERSHIP 2020 GOALS & PROGRAM BUDGET

Natural Gas Savings Target:

	2020
SoCalGas	20,000 Therms

Projected Allocations for VCREA Authorized Budget (2) \$105,845

	2020
Administration	\$10,045
Marketing & Outreach	\$11,900
Direct Implementation	\$63,900
• Technical Assistance(3)	\$10,000(3)
Strategic Plan Support (4)	\$10,000(4)
TOTAL(1)	\$105,845

FOOTNOTES:

- (1) Incentives are paid through SoCalGas's Core Program's Incentive Budget, therefore not affecting the Partner budget. The calculated program incentive level for Public Sector EE Partnerships is \$1.00 per therm plus a \$0.50 additional kicker for calculated measures or 80% of the equipment cost, whichever is the lesser of the two. The eligible Incentives for deemed measures are in accordance with the rebate levels for the applicable SoCalGas Core Programs plus a 50% kicker and are subject to change
- (2) VCREA Authorized budget was approved through the SCG Annual Budget Advice Letter (ABAL) which was filed with the CPUC on December 23, 2019.
- (3) Technical Assistance is part of the Direct Implementation budget and for invoicing purposes can be reported under DI.
- (4) Strategic Plan is part of the Direct Implementation budget for activities planned in 2020, however for invoicing purposes it must be reported as SP with its respective Menu Item number (ex. SP 3.1.2). All new SP work must first be approved by SoCalGas. Funding for any SP approved work started in 2016/2017 that is currently being completed under encumbrances are not included nor are they part of this budget.

Exhibit A-2 Fully Burdened Labor Rate Table (Effective July 1st 2019-June 2020)

The rates in below table are fully burdened (see footnotes) and serve as maximum billing rates for actual costs incurred for each labor title.

		Fully
Partner	Position	Burdened Rates
County of Ventura	Management Analyst II	114.48
County of Ventura	Management Assist IV-C	75.06
County of Ventura	Program Admin I	83.70
County of Ventura	Program Admin II	89.41
County of Ventura	Program Assistant	72.58
County of Ventura	Program Management Analyst	136.52
County of Ventura	Senior Program Administrator	88.89
County of Ventura	Sr. Deputy Executive Officer	183.32
County of Ventura	Student Worker III	22.65
County of Ventura	Tech Spec IV-MB	69.24

Footnotes:

- (1) The fully burdened fixed hourly rates set forth herein shall include all related costs including salaries, wages, statutory payroll taxes and insurance costs such as the costs required by the Federal Insurance Compensation Act, federal unemployment insurance, state unemployment insurance, and workers' compensation insurance, employee benefits and all overhead and administrative support and costs.
- (2) Any reimbursable expenses, including any and all subcontractor expenses, shall be reimbursed at actual cost **without markup**. All reimbursable expenses require written approval, in advance, by the Utility Representatives referenced in this contract.
- (3) For avoidance of doubt, the fully burdened hourly rates apply to VCREA's Staff and Contractors, as applicable.
- (4) Fully Burdened Labor Rates are generally updated at the start of a new Fiscal Year for VCREA, and applicable on July 1st. This labor rate table is subject to change on July 1, 2020. The new labor rate will be provided in writing by VCREA and subject to Utility acceptance.

EXHIBIT B

SCG PROGRAM IMPLEMENTATION PLAN

1) Program Name and Program ID number

Program Name: Ventura Country Regional Energy Alliance (VCREA)

Program ID Number: SCG3754

2) Projected Program Budget Table

Table 11

Program #	Main Program Name / Sub-Programs	Total Administrative Cost (Actual)	Total Marketing & Outreach (Actual)	TOTAL Direct Implementation	Integration Budget Allocated to Other Programs (if Applicable)	Total Budget By Program (Actual)
Market Se	Market Sector Programs					
3754	Core Program #1	10045	11900	83900		105845
	Sub-Program #1	NA	NA	NA		
	Sub-Program #2	NA	NA	NA		
	Etc.					
	TOTAL:	10045	11900	83900		105845

3) Projected Program Gross Impacts Table

Table 2

Table 2		
		2020
Program #	Program Name / Sub- Programs	One year Program Gross therm Savings
Market Se	ctor Programs	20,000
	Core Program #1	
	Sub-Program #1	NA
	Sub-Program #2	NA
	Etc.	
	TOTAL:	20,000

¹ Definition of Table 1 Column Headings: Total Budget is the sum of all other columns presented here

<u>Total Administrative Cost</u> includes all Managerial and Clerical Labor, Human Resource Support and Development, Travel and Conference Fees, and General and Administrative Overhead (labor and materials).

<u>Total Direct Implementation</u> – includes all financial incentives used to promote participation in a program and the cost of all direct labor, installation and service labor, hardware and materials, and rebate processing and inspection used to promote participation in a program.

<u>Total Marketing & Outreach</u> includes all media buy costs and labor associated with marketing production.

Integrated Budget Allocated to Other Programs includes budget utilized to coordinate with other EE, DR, or DG programs.

Total Budget is the sum of all other columns presented here

Definition of Sub-Program: A "sub-program" of a program has a specific title; targets; budget; uses a unique delivery or marketing approach not used across the entire program; and for resource programs, has specific estimated savings and demand impacts.

These budget numbers are presented in Appendix C: Energy Division Tables, Graphs Pie Charts: Table 7.1 - 2009 - 2011 IOU Strategic Planning Program Budget

4) Program Element Description and Implementation Plan

a) List of program elements:

The core program elements are similar to those identified in the Master Program Implementation plan: Government facilities, Strategic Plan Activities and Core Program Coordination.

b) Overview

The Program involves ten Cities, the County, Ventura Unified School District and Sanitation District. The Cities are Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, and Ventura along with Ventura County. VCREA implements its program of comprehensive energy savings organized through a single energy office for public agencies and non-profit service providers.

VCREA Board of Directors is composed of elected officials from various public agencies and provides the policy and leadership for the program. The Board has been instrumental in building an ethic of energy efficiency in the region that has led to friendly competition among public agencies and greater desire among community activists to have their own local "green councils" to take action. VCREA is not a mandated public agency, but rather an outcome of collaboration among regional leaders concerned specifically with energy issues.

VCREA provides a local government face that remains consistent to promote greater coordination and integration of efforts that leverage energy efficiency to self-generation, demand reduction, green building, recycling, cogeneration, conversion energy and other new approaches to building a network of reliable resources and sustainable implementation practices.

The Board has placed emphasis on project retrofit implementation, leveraging ratepayer and taxpayer funds to maximize return on investment. As the local partner and based on past experiences, VCREA developed an innovative regional process and program methodology which generated significant energy savings and demand reduction, in prior cycles and will continue in the 2020 IOU funding cycle.

Core Program Element A - Government Facilities

A.1 Retrofit of county and municipal facilities

The Alliance members will assist municipal facilities in each community in finding and implementing measures that save energy. Comprehensive Energy Efficiency (EE), and where applicable, Demand Response (DR) audits will be conducted to identify the potential for installing energy-efficient measures. These measures include HVAC systems, variable frequency drives (VFD) and energy management systems, boilers and water heaters, pool heaters and small measures such as pipe insulation, direct install measures such as aerators, showerheads.

A.2 RetroCommissioning (of buildings or clusters of buildings)

Each member of the Partnership is currently evaluating its existing building stock to determine which facilities could be targets for RetroCommissioning (RCx). To date, no projects have been selected, however, a number of facilities are expected to be candidates. More detailed analysis is needed to determine the potential impact from this measure.

A.3 Integrating Demand Response into the audits

The Partnership members will evaluate each project and determine if detailed EE audit could yield energy savings and further determine if DR could potentially benefit the customer. The Partners will support energy planning, and policy integration among building officials, contractors, architects, managers and public officials to advance energy efficiency and support demand reduction., and advance sustainable energy improvements where most cost effective.

A.4 Technical assistance for project management training, audits, etc.

The Partners will offer training, technical seminars and briefings to building inspectors, plan checkers and building officials for Title 24 code compliance. Sessions will be conducted in a manner similar to that provided at IOU centers (i.e., CTAC and ERC) but located in the region. Additional workshops will be offered to elected officials with guidelines on how to meet and exceed minimum building standards. Technical support is readily available for project identification, bid document development, contractor recruitment, project management, enhanced incentives, financing options and savings verification.

A.5 On-bill financing

VCREA members will promote SoCalGas on-bill financing for facilities that install energy-efficient equipment.

Core Program Element B - Strategic Plan Support

B.1 Code compliance support

More individual project support will be provided to organizations that promote the understanding of energy efficiency as an essential "first step" in building design, and facility operations. By further example, practical briefings and seminars will be presented to facilitate code compliance and understanding energy efficiency as having the ability to provide reasonable "return on investments".

B.2 Reach code support

Emphasis will be placed on supporting higher code compliance and building the local green workforce through the expansion of locally available high-quality trainings. More individual project support will be provided to organizations that promote the understanding of energy efficiency as an essential "first step" in building design, and facility operations. Further practical briefings and seminars will be presented to facilitate understanding of energy efficiency Reach Codes as the ability of energy efficiency to yield lower operating costs.

B.3 Guiding document(s) support

Sample documents will be available. Supporting documents will include State and local building codes, Standards documentation, Title 24 Compliance Forms, sample building ordinances, resolutions that address energy efficiency, training and technical manuals, energy use calculations and other sustainability materials.

B.4 Financing the community

In addition to conducting facility audits the Alliance will support the planning necessary for agencies to fund and implement the energy measures identified. Financing energy efficiency in an extraordinary economic period that coincides with the 2020 funding cycle through enhanced public sector incentives, rebates, loans, and tax credits; developing innovative approaches with non-profits to ensure EE and DR projects are funded and given the value and recognition associated with charitable/donor funded projects.

B.5 Peer-to-peer support

The Alliance seeks to keep member Partners "in the loop" and share knowledge and Best Practices amongst themselves and with other Partnerships, through expanded marketing efforts, greater use of email and web-based information. Much of this information is already available from the IOUs and other support groups. The Partnership website (www.vcenergy.org) is regularly updated and managed to connect local training efforts to those of the utilities. By facilitating peer discussions, professional networks, broadening local and regional communication the message of energy efficiency and sustainability will be supported.

Core Program Element C - Core Program Coordination

C.1 Outreach and education

The Alliance will provide energy efficiency information by maintaining a clearinghouse for relevant policy, commission proceedings and practices that support energy efficiency. They will provide technical support to identify candidate buildings and facilities eligible for retrofits, support product application, enhanced incentives levels and energy measurement and savings verification services.

The members will support community educational efforts in such activities as earth day events, career days, home tours and demonstrations with the intent to show energy efficiency as the cornerstone and "first step" to improving the built community and showing the way to the higher standards for new construction and new purchases. They will operate the Ventura County Energy Resource Center providing technical support, trainings and information services in support of California Long Term Energy Efficiency Strategic Plan (CLTEESP) and IOU energy savings goals. See Master PIP for other outreach efforts.

C.2 Residential and small business Direct Install

VCREA does not have any plans to conduct Direct Install initiatives for this Partnership.

C.3 Third-party program coordination

VCREA will work with local third-party contractors who provide services that are not directed to the public sector; but, rather are focused on individual customers or groups of customers, including low income customers. See Master PIP.

C.4 Technical assistance for program management, training, audits etc.

In addition to the Partnership offering to local governments, The Partnership will facilitate training, technical seminars and briefings to building inspectors, plan checkers and elected officials for Title 24 code compliance and other energy and sustainability offerings. VCREA will provide practical support and consultants throughout the region. They will also provide self-audit tools, assistance for residential customers, technical, planning, and implementation assistance. Marketing materials supporting energy efficiency will be made available in strategic locations such as city halls and libraries.

c) Non-incentive Services

See Master PIP

d) Target Audience

See Master PIP. VCREA will also target special districts and nonprofit organizations.

e) Implementation

The Ventura Partnership will support the implementation of the SCG Local Government Partnership Program as identified in the Master PIP for each of the core program elements.

5) Program Element Rationale and Expected Outcome

a) Quantitative Baseline and Market Transformation Information

Table 3

	Baseline Metric		
	Metric A	Metric B	Metric C
Program/Element	N/A	N/A	N/A

Refer to the overarching PIP section

b) Market Transformation Information

Table 4

Market Transformation	
Program/Element	2020
Metric A	N/A
Metric B	N/A
Metric C	N/A
Etc.	N/A

Refer to the overarching PIP section

c) Program Design to Overcome Barriers:

Public agencies are the implementers of numerous public sector mandates. While energy efficiency is important, it is not a mandate; therefore, the ability of this partnership to advance energy efficiency by reducing barriers to participation is both cost effective to the public and a wise investment of ratepayers funds precisely directed to retrofits of public buildings, processing plants, health facilities and clinics all in support of public good, safety and welfare. The ratepayers are the taxpayers who benefit from installations of new efficiencies that are in part funded with ratepayer funds for technical support and incentives that result in verifiable energy savings. Public sector partners are capable partners with the IOUs to implement demand reduction in times of emergency and peak demands. Local governments need longer lead time for planning and implementation of any project, need designated incentives and must abide by contract and labor rules that are not typical to the balance of the commercial sector customers. The Partnership provides the vehicle to achieve savings that would otherwise be limited or lost.

6) Other Program Element Attributes

a) Best practices:

VCREA will promote Best Practices by building economies of scale through the Regional Energy Office, bundling retrofits to public sector and non-profits, offering enhanced incentives and reduced paperwork managed through the Partnership and jump-starting the "green economy" by coupling ratepayer and taxpayer funds to achieve measurable savings.

b) Innovation: Describe any unique or innovative aspects of program element not previously discussed.

Public Swimming Pool Initiative is proposed with the goal of improving the efficiency of the many large public swimming pools within Ventura County and encourages efficient use of natural gas. These pools are operated by cities, school districts, park and recreation districts, and non-profit organizations that all share the same utility partners. The program will emphasize the installation of pool covers and high-efficiency replacement heating boilers and controls to optimize the operation of the boiler. Participants will be directed into the appropriate Express Efficiency rebate as well as be considered as candidates for on-bill financing, CEC loan program and other forms of finance.

c) Interagency Coordination:

The Partners will collaborate with local governments, cities, county agencies, school districts, water districts, housing authorities, etc.) to advance energy efficiency, retrofit projects that lead to energy and demand reduction, carbon reduction and green house gas reductions, and support growing trends to couple efficiencies and economies to maximize sustainability. VCREA will focus interagency coordination at the local/regional level, working with the Ventura County Air Pollution Control District (ARB). VCREA is a regional implementer of the Green Business certification program, which contains a module specific to Public sector Municipal customers.

d) Integrated/coordinated Demand Side Management:

VCREA will work with local third party contractors who provide services that are directed to the public sector; such as Direct Install vendors.

e) Integration across resource types (energy, water, air quality, etc):

VCREA works regularly with the largest industry in the county, which includes the water agencies, farm/agriculture industry whose work is jointly undertaken with public sector offices such as planning departments and water agencies to link mandates with energy efficiency rebates and programs. VCREA has also been providing Fire Recovery audits to customers who have been affected by the fires, budget permitting VCREA will continue to identify EE gas opportunities in the residential homes affected by the fires.

f) Pilots:

N/A

g) EM&V:.

The utilities work with the Energy Division to develop and submit a comprehensive EM&V Plan for 2020 after the program implementation plans are filed. This will include process evaluations and other program-specific studies within the context of broader utility and Energy Division studies. More detailed plans for process evaluation and other program-specific evaluation efforts cannot be developed until after the final program design is approved by the CPUC and in many cases after program implementation has begun, since plans need to be based on identified program design and implementation issues.

7) Partnership Program Advancement of Strategic Plan Goals and Objectives

Table 5

1-1: Develop, adopt and implement model building	Ventura County Government exploring AB 811
energy codes (and/or other green codes) more stringent	opportunities; may extend to cities; success will be
than Title 24's requirements, on both a mandatory and	dependent upon statewide economy and related public

voluntary basis; adopt one or two additional tiers of	agency budgets and funding crisis.
increasing stringency.	agency budgets and funding clisis.
1-2: Establish expedited permitting and entitlement approval processes, fee structures and other incentives for green buildings and other above-code developments.	Ventura County and various cities in region already provide "head of the line" service to "green projects"; success for further expedited services will be dependent upon statewide economy and related public agency budgets, including
	those agencies that rely on full cost recovery and funding crisis.
1-3: Develop, adopt and implement model point-of-sale and other point-of transactions relying on building ratings.	VCREA will coordinate with Ventura County Building & Safety Department to develop new mobile information program using fines recovered from POS litigation. VCREA will cooperate with IOU's to support the roll-out of POS programs in the region.
1-4: Create assessment districts or other	Local Partner (VCREA) working with County of Ventura
mechanisms so property owners can fund EE	and several cities in the research of AB 811 and other
through city bonds and pay off on property taxes;	appropriate district/bonds or other mechanisms; success
develop other EE financing tools.	limited by current economic conditions, bonding options and related public agency budget and funding crisis.
1-5: Develop broad education program and peer-to-	VCREA tracks IOU training opportunities, as well as CEC,
peer support to local govt's to adopt and implement	PIER, and other agencies; VCREA will host and/or
model reach codes	participate along with Partner cities in events in SoCal
	Region to advance Commission adopted State EE Plan.
1-6: Link emission reductions from "reach" codes	Local Partner (VCREA) will build on existing link and
and programs to ARB's AB 32 program	collaboration with Ventura County Air Pollution Control
	District (VCAPCD) to determine where energy efficiency
	can support reduction in emissions. VCREA will report
	emission reductions with each public agency and non-profit
	organization's retrofit project.
2-2: Dramatically improve compliance with and	Partnership will host regular training events for building
enforcement of Title 24 building code, and of HVAC permitting and inspection requirements	inspectors; VCREA expected to participate with Ventura
(including focus on peak load reductions in inland	County Building Department in joint presentations to
areas).	further leverage opportunities.
2-3 : Local inspectors and contractors hired by local	Partnership links with local professional network of public
governments shall meet the requirements of the	agency inspectors and code enforcement offices to inform
energy component of their professional licensing (as	1 1' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
	and invite participation in Partnership and IOU organized
such energy components are adopted).	training programs.
3-1: Adopt specific goals for efficiency of local	training programs. Local Partner (VCREA) will meet with Ventura County,
	training programs. Local Partner (VCREA) will meet with Ventura County, nine cities, various school districts and public water
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4-1: LGs commit to clean energy/climate change leadership.	VCREA is unique regional leader as the sole "energy efficiency to renewable energy" public agency. Additional public agencies are expected to participate and lend leadership.
4-2: Use local governments' general plan energy and other elements to promote energy efficiency, sustainability and climate change.	VCREA staff/consultants work with the county, various cities and communities, and a number of school and local government committees to advance general plans and leverage other public planning documents that support energy efficiency.
4-4: Develop local projects that integrate EE/DSM/water/wastewater end use	VCREA staff/consultants works with the county, various cities and communities, and a number of school and local government committees to advance sustainability plans and leverage other public planning documents that support energy efficiency and reduce energy demand.
4-5: Develop EE-related "carrots" and "sticks" using local zoning and development authority	VCREA lacks direct authority over any public agencies, but will provide the technical support to local governments that consider using "carrot/stick" approaches.

EXHIBIT C

EM&V PLAN

(SoCalGas is waiting for CPUC EM&V scope/ plan. As of 3/12/20 we have not received, it. It will be added as a note to file and any future Contract Amendments will include it).

EXHIBIT D

REPORTING REQUIREMENTS

1. **Reporting**

- 1.1. VCREA shall provide SoCalGas with the requisite information, in accordance with the Agreement, on the prior month's activities, accomplishments and expenditures related to its respective Authorized Work or Approved Project obligations, for purposes of preparing the Monthly, Quarterly and Annual Reports.
- 1.2. Utility shall provide VCREA in accordance with the provisions of the Agreement, a copy of its filed Monthly Report within five (5) Business Days after filing.

2. Quarterly Report

2.1. Portfolio Benefit/Cost Metrics (Cumulative to Date)

- a. Total cost to ratepayers (TRC, administrative cost and incremental cost per the Standard Practice Manual)
- b. Total savings to ratepayers (TRC)
- c. Net benefits to ratepayers (TRC)
- d. TRC Ratio
- e. PAC Ratio
- f. Cost per kWh saved (cents/kWh) (PAC)
- g. Cost per therm savings (\$/therm) (PAC)
- 2.2. **Measure List** –A spreadsheet table for each program or program element containing each measure installed, service rendered, or measure/service committed during the report month for which the Program intends to claim savings. VCREA should include any new measures as part of the quarterly report. The list should display each measure as it is tracked and recorded by VCREA, and should include the following parameters at a minimum:
 - a. Name of Measure or Service Rendered
 - b. Measure or Service Description
 - c. Customer name and applicable Utility account number
 - d. Installation site address
 - e. Affected square footage
 - f. Applicable NAICS code
 - g. DEER Measure ID (where applicable)
 - h. DEER Run ID (where applicable)
 - i. Unit Definition
 - j. Unit gross kWh savings
 - k. Unit gross Therms savings
 - 1. Unit gross kW demand reduction
 - m. Incremental Measure Cost
 - n. Net to Gross Ratio
 - o. Effective Useful Life
 - p. Detailed end use classification (using classification scheme in section 6)

² Identification of distinct programs and program elements may be determined by CPUC staff at a later time.

- q. Quantity Installed during report period
- r. Quantity Committed during report period
- s. Rebate amount paid
- t. Market Sector classification (using classification scheme in section 6)
- u. Market Segment classification (using classification scheme in section 6)
- 2.3. **Expenditures** for the program per cost reporting format below (Section 7 below contains list of allowable costs)
 - a. Commission Authorized Budget
 - b. Operating Budget
 - c. Total Expenditures
 - i. Administrative Cost
 - ii. Marketing/Advertising/Outreach Costs
 - iii. Direct Implementation
- 2.4. **GBI Report** Progress towards achieving goals of the Green Building Initiative, if applicable (Cumulative results)
 - a. Estimate of expenditures on program activities that contribute towards GBI goals (including both public and non-public commercial participants)
 - b. Net cumulative achieved kW, kWh and Therm savings contributing towards GBI goals.
 - c. Net achieved kW, kWh and Therm savings contributing towards GBI goals for the quarter.
 - d. A description of non-resource program activities that support the Green Building Initiative, including marketing and outreach activities.
 - e. Estimate of square footage affected by program activities supporting the Green Building Initiative
 - f. Items b, c and e above disaggregated by:
 - i. 2-digit NAICS code
 - ii. Aggregated end use classification (using classification scheme in section 5)
- 2.5. **Program Narratives** For the program, a description of the program activities occurring during the quarter.
 - a. Administrative activities
 - b. Marketing activities
 - c. Direct Implementation activities
 - d. Implementer's assessment of program performance and program status (is the program on target, exceeding expectations, or falling short of expectations, etc.)
 - e. For non-resource programs and program elements (programs or program elements that are not claiming direct energy impacts), a discussion of the status of program achievements.
 - f. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
 - g. Discussion of near-term plans for program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
 - h. Changes to staffing and staff responsibilities, if any
 - i. Changes to contacts, if any
 - j. Changes to subcontractors and subcontractor responsibilities, if any
 - k. Number of customer complaints received
 - 1. Program Theory and Logic Model if not already provided in the program's implementation plan, or if revisions have been made.

2.6. **Quarterly Reports** – Each Utility shall provide VCREA a copy of its filed Quarterly Report within five (5) Business Days after filing with the Commission in accordance with the Agreement.

3. **Annual Reports**

The format and content of the annual report was developed by the CPUC in 2010. VCREA will be required to fulfill these reporting obligations for their program.

4. **Reporting Terminology Definitions**

Adopted Program Budget – The program budget as it is adopted by the Commission. Inclusive of costs (+/-) recovered from other sources.

Operating Program Budget – The program budget as it is defined by the program administrators for internal program budgeting and management purposes. Inclusive of costs (+/-) recovered from other sources.

Direct Implementation Expenditures – Costs associated with activities that are a direct interface with the customer or program participant or recipient (e.g., contractor receiving training). (*Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State's Standard Practice Manual.*)

Report Month – The month for which a particular monthly report is providing data and information. For example, the report month for a report covering the month of July 2010, but prepared and delivered later than July 2010, would be July 2010.

Program Strategy – The method deployed by a program in order to obtain program participation.

Program Element – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach is not a single program element.)

5. Measure Classification

Measure End-Use Classification

Each energy efficiency measure reported should be classified into one of the following end-use categories

Residential End Uses

Detailed End Use Aggregated End Use

Clothes Dryer Appliances
Clothes Washer Appliances

Consumer Electronics Cooking Cooking Appliances

Dishwasher Appliances
Other Appliance Appliances
Building Shell HVAC
Space Cooling HVAC
Space Heating HVAC

Interior LightingLightingExterior LightingLightingPool PumpPool PumpFreezersRefrigerationRefrigerationRefrigerationWater HeatingWater Heating

Other (User Entered Text String

Description) Other

Nonresidential End Uses

Detailed End Use Aggregated End Use

Building Shell HVAC Space Cooling HVAC Space Heating **HVAC** Ventilation **HVAC Daylighting** Lighting **Interior Lighting** Lighting **Exterior Lighting** Lighting Office Equipment Office Compressed Air **Process** Cooking **Process Food Processing Process** Motors **Process Process Cooling Process Process Heat Process Process Steam Process Pumps Process** Refrigeration Refrigeration

Other (User Entered Text String

Description) Other

Measure Market Sector/Market Segment Classification

Where reports require market sector or market segment classification, the following classification scheme should be used.

Market Sector Market Segment

Residential NA
Single Family NA
Multi Family NA
Mobile Homes NA

Nonresidential NAICS CODE (greater than 2 digit not required)
Commercial NAICS CODE (greater than 2 digit not required)
Industrial NAICS CODE (greater than 2 digit not required)
Agricultural NAICS CODE (greater than 2 digit not required)

Unknown NA

6. Allowable Costs

See table

~ . ~ .	3/30/20
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 - Administrative Labor Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor
	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor Subcontractor Pension - Marketing / Advertising / Outrooch Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees IOU Conference Fees

7 . 7	3/30/20
Cost Categories	Allowable Costs
	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 Computing Subcontractor Equipment Document Reproduction
	Subcontractor Equipment Document Reproduction Subcontractor Equipment General Office
	Subcontractor Equipment General Office Subcontractor Equipment Transportation

	3/30/2
Cost Categories	Allowable Costs
	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/Ou	
g/124-125-13g/	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 - Brit hiserts 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

	3/30/2000
Cost Categories	Allowable Costs
Direct Implementation Co	ost 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



Ventura County Regional Energy Alliance Board of Directors

Item 11

Subject: Javier Saucedo Contract Amendment

Date: Thursday, May 21, 2020

Requested Action:

1. Approve

Attachments:

1. Javier Saucedo Contract Amendment

Ventura County Regional Energy

Alliance Amendment #8 for Consulting

Services

As per page 6, item 14 the scope of services is hereby amended as seen in Exhibit B that now replaces Exhibit A

As per Amendment #7, the term of the Contract in effect from June 1, 2014 through December 31, 2018 subject to all the terms and conditions set forth; may, upon mutual agreement, be extended for additional one (1) year period. Contract is now in force through December 31, 2020.

COMPENSATION SCHEDULE

Contractor will be reimbursed at the rate of \$63 per hour.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the VCREA Board of Directors. If funds to effect such continued payment are not appropriated, VCREA may terminate this project as thereby affected and Contractor will relieve the VCREA of any further obligation therefore.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

VCREA	CONTRACTOR
Ву:	Ву:
Sue Hughes	Luis Javier Saucedo
VCREA Executive Director	Contractor
Date:	Date:

Exhibit B

SCOPE OF WORK

The VCREA recognizes the need to contract for project site analysis and technical assistance to develop introductory and in-depth strategies to position energy efficiency projects for public agencies, non-profit organizations and residential or commercial utility customers served throughout the region. This contractor has demonstrated expertise with energy efficiency contracts, energy efficiency installation programs and services for residential, municipal and commercial customers, and can add value to the VCREA and its various programs as funded through contracts, grants and utility ratepayer funds.

CONTRACTOR RESPONSIBILITIES/DELIVERABLES

Provide technical support for project site surveys, energy consumption patterns and data collection from sites, and equipment operation at various sites.

Assist in the completion of utility reports and incentive documents.

Provide support services to the VCREA staff in meetings, strategy development, planning efforts or other services as deemed appropriate to the VCREA mission and its programs.

Support marketing and outreach efforts required to advance energy efficiency and utility program to residential and small business customers.

Support marketing and outreach to Spanish speakers in the region

Meet weekly with VCREA staff

Will follow all IT policies when using email and calendar of VCREA

Recruit local contractors so hey participate in local residential EE program

Stakeholder outreach and partnership.

Emission reduction strategies and initiatives.

Other duties as needed and as they relate to VCREA mission and vision.

The Contractor will be responsible for providing a monthly invoice for services by the 5th of each month and will provide a monthly status report that includes dates of work, number of hours worked, and detailed description of task completed.

Contract is month-to-month, based on the needs of VCREA and as funds are available.



Ventura County Regional Energy Alliance Board of Directors

Item 12

Subject: Annual Financial Audit FY18/19

Date: Thursday, May 21, 2020

Requested Action:

1. Receive and File

Attachments:

1. Link to the Annual Financial Audit FY 18/19

To minimize the file size of the Board Meeting Agenda Packet, below is a link to the Annual Financial Audit Ended June 2019.

https://s29552.pcdn.co/wp-content/uploads/VCREA-2019-Financial-Statements-FINAL.pdf



Ventura County Regional Energy Alliance Board of Directors

Item 13

Subject: General and Administrative Budgets

Date: Thursday, May 21, 2020

Requested Action:

1. Adopt

a. January -June 2020 Budget

b. FY20/21 Budget

Attachments:

1. General and Administrative Budgets and Comparative Analysis

	January-	June 2020	FY 2020/2021*		
	REVENUE	EXPENSES	REVENUE	EXPENSES	
ocal Govt Partnership (LGP)					
Southern Ca Edison	\$0		\$0		
SoCal Gas	\$52,923		\$105,845		
VCREA Salaries	5	\$34,298		\$68,595	
Contractor: Javier Saucedo		\$17,500		\$35,000	
Printing and Graphics	5	\$125		\$250	
Mileage/Trave	I	\$375		\$750	
Conference Fees (staff)	\$625		\$1,250	
Miso					
.GP Total	\$52,923	\$52,923	\$105,845	\$105,845	
/entura County Green Business Program (VCGB)					
California Green Business Network (CAGBN)	\$5,000		\$10,000		
Contractor: Javier Saucedo		\$5,000	ψ10)000	\$10,000	
/CGB Total	\$5,000	\$5,000	\$10,000	\$10,000	
ocal Govt Challenge Grant (LGCG)-Year 3 of 3					
CA Energy Commision	\$137,982		\$101,706		
VCREA Staf	f	\$46,000		\$14,495	
Contractors	:				
Community Enviro Counci	I	\$11,666		\$35,309	
Abraxas	5	\$31,443		\$8,557	
TRO		\$48,873		\$23,404	
Cost Benefit Analysis TBD				\$15,000	
Total Contractors		\$91,982		\$82,270	
Other (Travel, materials)	\$0		\$4,941	
GCG Total	\$137,982	\$137,982	\$101,706	\$101,706	
TOTAL PROGRAM BUDGET	\$195,905	\$195,905	\$217,551	\$217,551	
	+ 200,000	7-30,300	7117,001	7	
FY 2020/ 2021 budget based on the assumption that current funding levels will	remain the same				

Comparative Analysis

Since staff previously presented the General and Administrative Budget before the Board, the following has occurred:

- Staff is changing the way the budget is presented, shifting from a calendar year budget to a fiscal year budget to better align with our current funding sources as well as the Annual Financial Statements.
- Due to project completion and reduction in funding from other sources (see below), the current overall budget for VCREA is approximately 65 percent less (FY19/20 \$614,900 compared to FY20/21 \$217,551).
- Staff will continue efforts to pursue other funding sources that align with our mission and goals and will come back to the Board when other funding sources are secured.

Projects Finalized:

Project	Dollar Amount	Date Ended
Benchmarking-	\$48,510	Dec 2019
Selected municipal buildings		
Community Energy Action Planning- Customized	\$77,766	Dec 2019
EAPs for Cities		
Energy Action Planning for City of Thousand Oaks	\$32,490	Aug 2019
Revolving Loan Fund	\$47,000	Dec 2019
Electric Vehicle Readiness Communities	\$273,033	Sept 2019
Challenge Grant		
Total	\$478,799	

Funding No Longer Allocated to VCREA:

Project	Dollar Amount	Date Ended
Local Government Partnership Funding SCE	\$198,844	Dec 2019
Fire Recovery Funding from SoCalGas/Energy	\$21,000	Dec 2019
Upgrade California		
Total	\$219,844	

Budget Impacts:

	Dollar Amount
Projects Completed	\$478,799
Funding No Longer Allocated	\$219,844
Total Budget Reductions	\$698,643



Ventura County Regional Energy Alliance Board of Directors

Item 14

Subject: Program Update

Date: Thursday, May 21, 2020

Requested Action:

1. Receive and File

Attachments:

1. Program Update

CALeVIP Update

VCREA is working with Clean Power Alliance (CPA) and Ventura County Air Pollution Control District (VCAPCD) along with entities from Santa Barbara and San Luis Obispo counties to bring California Electric Vehicle Incentive Program (CALEVIP) funding to the region in 2021. If the South Central Coast region is selected for a CALEVIP project, several million dollars will be invested in the region to build new Level 2 and DC Fast Charge infrastructure. Proposed funding amounts for each county included in the table below:

Proposed California Energy Commission Funding*		Proposed Agency Match			
County	Level 2	DC Fast Chargers	Total	Agency	3 years
				CPA	\$533,000/year
Ventura	\$3,356,600	\$792,000	\$4,148,600	VC APCD	\$500,000/year
				VCREA	-
				SB APCD	\$100,000year
Santa	Santa Barbara \$1,955,200 \$2,046,000 \$4,		County of SB	-	
		\$2,046,000	\$4,001,200	Community	-
Darbara			Environmental		
				Commission	
			Monterey Bay	\$583,333/year	
			\$1,317,700	Community	
San Luis		\$610,500		Power	
Obispo	\$707,200			SLO APCD	\$250,000/year
Chispo				Central Coast	-
			Clean Cities		
		Coalition			

^{*}If award, Energy Commission funding will be finalized in August 2020

VCREA is currently providing staff support to the Center for Sustainable Energy, CALeVIP Program Administrator, to develop the tri-county incentive project. Once the project is launched in mid-2021, VCREA will help with marketing and outreach to our region. The Energy Commission's decision to move forward with a South Central Coast Project is proposed to occur in August 2020.

On a side note, VCREA's outreach efforts in the region has helped 1) EV ownership grow by almost 40 percent in Ventura County from 2018 to 2019; and 2) earlier this year, the tri-county region added its 1000th publicly assessible charging port. Please check out VCREA's article on our countywide EV-relate efforts – VCREA is in the Fast Lane When it Comes to Electric Vehicle Efforts - in the Local Government Commission's CURRENTS newsletter.

4C Update and ARRCA Overview

VCREA joined the Central Coast Climate Collaborative (4C) in 2019 and agency staff participates on steering committee as Committee Vice-Chair. Since 4C focuses on climate change adaptation and can help

with local efforts, we wanted to provide a brief overview of 4C and highlight the benefits of joining the collaborative.

4C is a growing regional collaborative of over 35 organizations including state, regional, and local agencies, businesses, other collaboratives, community groups, and non-profit organizations who share the common goal of working together to achieve a resilient, low-carbon Central Coast. 4C is a member of the Alliance of Regional Collaboratives for Climate Adaptation (ARCCA), which operates statewide and provides the regional collaboratives with a wealth of climate change support, news, tools, and resources.

Benefits of joining 4C include:

- Network with climate leaders and practitioners in the Central Coast region
- Exchange knowledge regarding best practices, replicable strategies, and innovative solutions
- Support regional grant funding proposals and initiatives
- Up-to-date climate change news, resources, opportunities, and events
- Engage on state, regional, and local goals, policies, projects, and strategies
- Expand leadership and awareness on climate action and adaptive solutions
- Participate in working groups on equity, higher education, sea level rise, and more

4C has a sliding scale for membership dues depending on size and type of organization and Social and Environmental Justice groups join for free.

VCREA Awards Reception Recap

On Thursday, December 12, 2019, VCREA held its biennial awards reception highlighting 2018-2019 accomplishments and successes in energy efficiency and sustainable practices. Members from various jurisdictions and other VCREA partners gathered at the Museum of Ventura County for a reception where staff presented a recap of VCREA's role Countywide, highlighting various energy-related programs they have implemented, and awards were presented to eight agencies.

At the reception, VCREA recognized several partners whose efforts in sustainable practices have gone above and beyond.

- The Emerging Energy Leader Award was presented to the Ventura County Community College District
 for the District's leadership in energy savings and programs, including recent plans to install solar at
 all three campuses, as well as the Board of Trustees passing several Resolutions that will positively
 impact the environment and climate.
- The Leaderboard Award was received by the Port of Hueneme for their commitment to protecting
 the environment and supporting a healthy quality of life by striving to minimize the environmental
 impacts associated with its operations, as well as for their partnership with VCREA on electric vehicle
 (EV) initiatives.
- The Ventura County Air Pollution Control District was awarded the Bright Beginnings Award for their newly developed partnership and collaborative efforts with VCREA by addressing climate change adaptation as well as EV initiatives.

- EV Advocates of Ventura County and Kent Bullard received recognition for their efforts in increasing knowledge of and action on EV adoption in the community.
- Southern California Gas Company (SoCalGas) Program Manager Alma Briseño was awarded the Community Support Award for her efforts in pursuing SoCalGas funding to support fire recovery efforts in Ventura County in the way of no cost energy and safety assessments to residents.
 - City of Thousand Oaks received the Energy Action Award for their commitment to taking action, growing awareness, and supporting community residents and organizations in their pursuit of energy efficiency and conservation.
 - The Partnership Award was presented to the City of Ventura for their leadership and best practices in partnering with VCREA to deliver its energy efficiency programs.
 - Ventura County Green Business program was recognized for providing resources and assistance to businesses wanting to green their operations and support a more sustainable community.

Photos from the VCREA Awards Reception















kWh Countdown

<u>kWh Countdown</u> is a free energy audit and benchmarking program for businesses that is funded through a California Energy Commission grant. VCREA contracts with TRC and Abraxas engineering firms to conduct the ASHRAE Level II energy audits and solar analysis - when feasible, at no cost to local businesses. Please note that approximately \$31,000 is still available for energy audits until December 2020; please reach out to businesses in your city about this great opportunity to save money by being for energy efficient.

Below is a summary of audits conducted, grouped by city, in 2019 through May 2020:

kWh Countdown - Free Business Energy Audits				
City	Organization	Audit Cost		
	Selvin Property	\$	8,400.00	
	Community Conscience	\$	5,000.00	
ТО	Planned Parenthood - TO	\$	5,600.00	
	Regal Cinemas	\$	5,212.47	
	LBA Realty	\$	11,470.00	
	Key Investments, LLC- VTA	\$	7,123.00	
	Planned Parenthood - VTA	\$	5,600.00	
Ventura	Asian American Market	\$	5,000.00	
	Ventura Toyota Dealership	\$	6,460.00	
	Pierpont Racquet Club	\$	5,600.00	
Camarillo	Regal Cinemas - Camarillo	\$	4,331.68	
Simi Valley	Regal Cinemas - Simi Valley	\$	3,948.79	
Simi Valley	Vallarta – Simi Valley	\$	10,505.60	
Oxnard	Vallarta – A ST	\$	4,800.00	
Oxilalu	Vallarta – Vineyard	\$	8,968.96	

Municipal and AB 802 Benchmarking Update

Additionally, VCREA received funding from SCE and SoCalGas to benchmark municipal facilities and complete AB 802 energy use reporting - if a facility is larger than 50,000 square feet. VCREA set up Energy Star Portfolio Manager accounts for six cities and benchmarked 87 facilities. VCREA submitted energy usage data for 25 facilities to the Energy Commission's Building Energy Benchmarking Program per AB 802

reporting requirements. A breakdown of benchmarked and AB 802 reported municipal facilities, by city, is as follows:

Municipal Facilities Benchmarking Program				
Agency	Benchmarking	AB 802 Compliance		
Camarillo	5	1		
Fillmore	-	-		
Moorpark	5	NA		
Ojai	NA	NA		
Oxnard	16	3		
Port Hueneme	-	-		
Santa Paula	NA	NA		
Simi Valley	4	1		
Thousand Oaks	12	3		
Ventura	5	3		
County	40	14		

Letters of Support

As a member of <u>Electric Drive 805</u> and 4C, VCREA wanted to share with Boardmembers the following three supports letters that were provided on behalf of those two organizations:

- To Electrify America on behalf of Electric Drive 805 for Ecology Action's grant proposal to conduct equitable zero emission vehicle public outreach and education to residents of the Central Coast.
- To the Federal Transit Administration on behalf of Electric Drive 805 for San Luis Obispo Regional Transit Authority's grant proposal to complete construction of a new bus maintenance facility and to purchase two new battery-electric buses and related recharging infrastructure.
- To the Bay Area Council on behalf of the Central Coast Climate Collaborative for the City of Santa Cruz's grant proposal to characterize climate risks and implement strategies to bolster their community's resiliency to climate change.



March 30, 2020

Misty Jappa, Buyer Specialist Electrify America 2003 Edmund Halley Dr. Suite 200 Reston, VA 20191

Re: Support Letter for Ecology Action's Central Coast ZEV Equity: Public Education and Adoption for All Proposal to Electrify America

Dear Ms. Jappa,

The partners for Electric Drive 805 – a regional plug-in electric vehicle (PEV) collaborative for Ventura, Santa Barbara, and San Luis Obispo counties – are pleased to provide this letter of support for the proposal from Ecology Action in response to Electrify America's 2020 Brandneutral Awareness and Education Request for Proposals. An award of funding from Electrify America will allow Ecology Action and its partners to expand their targeted zero-emission vehicle (ZEV) education and outreach in the region's disadvantaged and low-income communities.

The proposed multilingual services, events, and information sharing in low-income and disadvantaged communities are crucial springboards to increase ZEV adoption in partnership with these priority communities. Ecology Action and its partners have designed the proposed activities to identify likely ZEV adopters, highlight the economic appeal of driving a ZEV, and provide direct supportive services to community members who will help surmount barriers to ZEV adoption. The proposed project builds on our regional efforts and planning to elevate electric vehicle (EV) awareness and adoption with our SB 535 Disadvantaged Communities, AB 1550 Low-Income Communities, and qualified low-income households throughout the Central Coast of California.

The Electric Drive 805 collaborative, formerly branded as Plug-in Central Coast, was founded in 2011. Through our long-standing partnership, we have worked with more than 100 local governments, businesses, schools, and other site hosts to help install hundreds of charging stations. In the past year, we have delivered more than 10 free EV charging station site assessments to locations in our region's disadvantaged and low-income communities. We have also built new partnerships with organizations such as the City of Ventura Housing Authority, securing local grant funding and installing electric vehicle charging stations at their Westview affordable housing developments. We host annual outreach and education events that reach more than 35,000 people annually and are developing a growing body of multilingual outreach materials to ensure that everyone in our communities can access information about the benefits of EVs.

Electric Drive 805 partners are willing and ready to provide input and guidance to help Ecology Action and its partners advance EV adoption in our region's low-income and disadvantaged communities. With Electrify America funding, our organizations will support Ecology Action to:

- Identify disadvantaged and low-income communities in our jurisdictions where there is greater opportunity to increase awareness and adoption of ZEVs;
- Build the grassroots leadership and multilingual resources to advance ZEV adoption in low-income and disadvantaged communities;
- Highlight the economic benefits of ZEV adoption, share information about ZEV incentives, and help people find the ZEV options that meet their needs, in multiple languages;
- Provide hands-on support with ZEV incentive applications that is culturally competent and linguistically appropriate.

One of Electric Drive 805's foremost goals is to support increased adoption of ZEVs in our region's disadvantaged and low-income communities. Ecology Action's proposed activities will support this goal by building our collective capacity to conduct more impactful ZEV education and outreach in the region's low-income and disadvantaged communities.

We strongly encourage you to award funding to Ecology Action and thank Electrify America for its consideration of the proposal.

Sincerely,

Sue Hughes, Executive Director

Ventura County Regional Energy Alliance

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Sue Hughes

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Santa Barbara County Air Pollution Control District
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January 10, 2020

Subject: SLO RTA's Grant Request to Complete Construction of New Bus Maintenance Facility

To whom it may concern:

The partners for Electric Drive 805 – a regional plug-in electric collaborative for San Luis Obispo, Santa Barbara and Ventura Counties – are pleased to provide this letter of support for San Luis Obispo Regional Transit Authority's new Bus Maintenance Facility (BMF) grant funding request to complete construction of a new bus maintenance facility. The Electric Drive 805 collaborative, formerly branded as Plug-in Central Coast, was founded in 2011 and is committed to creating a clean transportation future in direct partnership with communities in our 805-area code. Through Electric Drive 805's long-standing partnership, we have worked with more than 30 local governments, businesses, schools, and other site hosts to advance fleet electrification and help install hundreds of charging stations across our three counties. In early 2019, partners of Electric Drive 805 successfully advocated for the adoption of a 100% electric bus commitment by 2030 from the Santa Barbara Metropolitan Transit District.

The San Luis Obispo Regional Transit Authority (SLO RTA) has demonstrated their commitment to meeting the goal of moving toward zero-emission operations by 2040 as outlined by the California Air Resources Board's Innovative Clean Transit Regulation by providing transportation and maintenance services that will reduce tailpipe emissions and traffic congestion. SLO RTA currently leases a maintenance facility too small to adequately meet current service level demands; the facility is also located relatively far from operation routes, which increases deadhead mileage. Additionally, the lease for this facility cannot be extended past February 2022, which prevents the possibility of expanding maintenance services. As a result, SLO RTA's BMF replacement project will be located on a larger property near the existing SLO Transit bus yard. The larger proposed campus will allow for significant expansion of bus repair and parking facilities, as well as on-site battery-electric bus chargers and campus solar.

Construction of the proposed facility will enable SLO RTA to meet the 20-year regional transportation needs of San Luis Obispo and its neighboring counties. Additionally, the integration of bus electrification infrastructure will support Electric Drive 805's goal of expanding access to the benefits of clean mobility options across our communities. The Electric Drive 805 collaborative strongly supports SLO RTA's New Bus Maintenance Facility proposal. We thank granting entities for considering SLO RTA's grant application and encourage you to award funding for their new bus maintenance facility project.

Sincerely,

Andrew Mutziger

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Sue Hughes

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January 31, 2020

Adrian Covert, Vice President of Public Policy Bay Area Council 353 Sacramento Street San Francisco, CA 94111

RE: Letter of Support for City of Santa Cruz California Resilience Challenge Grant Proposal

The City of Santa Cruz is a leader in climate adaptation work in California having adopted two Climate Adaptation Plans in 2012 and 2018. Two key areas of threatened resiliency are the City's drinking water and flood control systems. The Climate Adaptation Plan identifies bolstering flood control resiliency and improving water supply reliability as two very high priority strategies for implementation.

With local surface waters comprising 95% of the City's drinking water supply, only one modest reservoir, and outdated treatment infrastructure, the City is highly susceptible to both drought and increased storm intensity causing untreatable turbidity in surface water sources. In addition, the system is at risk by rising sea levels that could pollute the City's surface water sources, potentially impacting plans for freshwater exports to a neighboring water district. With over 100,000 customers dependent upon the Santa Cruz Water Department for their drinking water, assessing climate change threats and opportunities is paramount to ensuring a climate-resilient water system.

Also susceptible to storm fluctuation is the City's flood control system, which is comprised of a decades-old levee system surrounding the San Lorenzo River, which divides the City. Prone to seepage, it is critical that system's vulnerabilities are understood and mitigated as impacts from flooding to residents and the downtown business district could be catastrophic.

With this grant, the City will be able to maintain momentum on characterizing climate risks and implementing strategies to bolster the community's resiliency to climate change. 4C will commit to distributing progress updates, best practice and outcomes of these project with the region through a webinar, the annual symposium and newsletter outlets. We urge you to support the City's application for California Resilience Challenge funding as the Central Coast builds project portfolios that can be referenced within and outside the Central Coast.

Jacked Coveh

Rachel Couch
California Coastal Conservancy
4C Steering Committee Chair

Acate Man

Heather Allen
Ventura County
4C Steering Committee Vice Chair

Dr. Juliano Calil

Middlebury Institute of International Studies

4C Steering Committee

Sigrid Wright
Community Environmental Council
4C Steering Committee

Lexie Bell Morro Bay National Estuary Program 4C Steering Committee Dr. Tiffany Wise-West, PE City of Santa Cruz 4C Steering Committee

Anna Olson
Cachuma Resource Conservation District
4C Steering Committee

Ross Clark Central Coast Wetlands Group 4C Steering Committee

Jacques Bertrand
City of Capitola
4C Steering Committee



Ventura County Regional Energy Alliance Board of Directors

Item 15

Subject: 2019 Year in Review

Date: Thursday, May 21, 2020

Requested Action:

1. Receive and File

Attachments:

1. 2019 Year in Review

year in review 2019

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

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OUR SERVICES



Residents

Improve Energy Savings, Home Comfort and the Environment

Local Government

Supporting Public Agency Collaboration for Healthy and Sustainable Communities



Education and Special Districts

Assistance in Achieving Sustainability Goals



Business

Solutions to Save Energy, Improve Efficiency, and Increase Profit Margins

HIGHLIGHTS

Electric Vehicle (EV) Outreach and EV Ride and Drive Event

Highlighting clean- air benefits , cost savings, and fun provided by driving EVs.



Awards Reception

Biennial event held at the Ventura County Museum



Benchmarking Efforts



Municipal Facilities

CONTINUED EFFORTS

Local Government Partnership

Promoting energy efficiency, demand response, conservation programs, services, and resources.

Strategic Planning



Municipal and Community Energy Action Plans, Feasibility of Establishing a Revolving Loan Fund, and Benchmarking Partner Facilities.

Local Government Challenge Grant

City GHG Inventories, Energy Action Plans, and templates.

Green Button

Providing access to electricity usage data, first local government to implement.

kWh Countdown

Free benchmarking and audits for multi-family and commercial buildings.

Electric Vehicle Readiness Communities Challenge Grant

Accelerating the deployment of electrified transportation by completing a step-by-step implementation plan and associated interactive EV map for the region.

CivicSpark



Fellow supporting VCREA's efforts.

Fire Recovery Efforts



Providing free home energy and safety assessments for residents.

VENTURA COUNTY GREEN BUSINESS

2019 Countywide Accomplishments Savings



More than 890,000 lbs of ghg emissions avoided

13 TOTAL RECERTIFICATIONS

More than 1 million kWh and 32,000 therms saved

913 NUMBER OF EMPLOYEES REACHED

Nearly 3.3 million gallons of water saved

More than 11 large garbage trucks worth of solid

FIND LOCAL CERTIFIED GREEN BUSINESSES AT GREENBUSINESSCA.ORG

REGIONAL PRESENCE



- Panelist at UCSB Sustainability Summit
- Presenter at CenCal2019
- Panelist at Municipal Management Association of SoCal
- Panelist at Statewide Energy Efficiency Collaborative Forum
- Presentations at various Chamber of Commerce in the region
- Presenter at Central Coast Sustainability Summit
- Member of Electric Drive 805 Coalition

TRAININGS & COMMUNITY OUTREACH

More than 87 community outreach events and presentations



Workshops Tranings

Reception **Awards**



Port of Hueneme Leaderboard Award

Ventura County Air Pollution Control District Bright Beginnings

Alma Briseño & SoCalGas Community Support Award

Kent Bullard & EV Advocates of Ventura County

> Ready, Set, Charge-EV **Education Award**

Ventura County Community College District

Emerging Energy Leader Award





County of Ventura

Gold Spotlight Award Natural Gas Savings

Tier Level Advancement

City of Santa Paula Silver to Gold

PARTICIPATING MEMBERS































FUNDING PARTNERS











800 S Victoria Avenue Ventura, CA 93009 (805) 654-3874 www.vcenergy.org



Ventura County Regional Energy Alliance Board of Directors

Item 16

Subject: General Updates and Announcements

Date: Thursday, May 21, 2020

Requested Action:

1. None

Attachments:

1. General Updates and Announcements



3C-REN Annual Report 2019

https://s33258.pcdn.co/wp-content/uploads/2020/05/2019-Annual-Report-Final-.pdf



Save the date for the California Public Utilities Commission's Regional <u>Self Generating Incentive Program</u> (SGIP) webinar on May 28th. The webinar's purpose is to introduce the SGIP program to local legislators and officials. The presentation will be 45 minutes with 30 minutes afterwards for CPUC staff to answer questions. SCE may present on their marketing and outreach plan, what organizations they plan to work with, and how customers can determine their eligibility and find installers.

Workshop details to follow.