

**AGREEMENT TO JOINTLY DELIVER THE 2013-2014
SAN LUIS OBISPO COUNTY ENERGY EFFICIENCY PARTNERSHIP
PROGRAM**

BY AND BETWEEN

SAN LUIS OBISPO COUNTY

AND

SOUTHERN CALIFORNIA GAS COMPANY

DATED: JANUARY 1, 2013

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

THIS AGREEMENT TO JOINTLY DELIVER THE 2013-2014 SAN LUIS OBISPO COUNTY ENERGY EFFICIENCY PARTNERSHIP PROGRAM (the "Agreement") is effective as of January 1, 2013 ("Effective Date") by and between SOUTHERN CALIFORNIA GAS COMPANY ("SCG") and SAN LUIS OBISPO COUNTY ("SLOC"). SCG may be referred to herein as the "Utility." SCG and SLOC may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on July 2, 2012, SCG submitted its Application ("Application") for Approval of 2013-2014 Energy Efficiency Program to the California Public Utilities Commission (the "Commission") to be delivered to California utility customers for the years 2013 through 2014, which included the SCG Local Government Partnership Program in which SCG will work with cities, counties, and other local government organizations to deliver the 2013-2014 San Luis Obispo County Partnership Program (the "Program") in the portions of San Luis Obispo County that are within SCG service territory;

WHEREAS, on November 15, 2012, the Commission in D.12.11.015 authorized certain energy efficiency programs and budgets which include the San Luis Obispo County Partnership Program to be delivered to SCG customers within San Luis Obispo County for the years 2013 through 2014;

WHEREAS, SLOC, SCG and other cities within the County of San Luis Obispo have expressed a commitment to participate jointly in the Program, allowing the cities and county to achieve immediate and long-term energy savings in their own facilities and to demonstrate energy efficiency leadership in their communities while helping residents and businesses achieve sustainable reductions in energy use within SCG territory;

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. Amendment: A future document executed by the authorized representatives of all Parties which changes or modifies the terms of this Agreement.
- 1.3. Authorized Budget: The Commission approved maximum budget for funding the performance of Authorized Work by all Parties of the Program, as set forth in the Program Implementation Plan.
- 1.4. Authorized Work: The work authorized by the Commission for the Program as set forth in this Agreement and as more fully described in the Program Implementation Plan and as agreed to be performed by the Parties.
- 1.5. Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
- 1.6. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.
- 1.7. 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.
- 1.8. Customers or Eligible Customers: Customers eligible for 2013-2014 Program services, which are SCG customers located within SCG service territory in San Luis Obispo County, and may include the county itself.
- 1.9. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.
- 1.10. Energy Efficiency Measure (or Measure): As used in the Commission's Energy Efficiency Policy Manual, Version 4, July 2008, as may be supplemented or updated from time to time.
- 1.11. Gas Surcharge: The funds collected from gas utility ratepayers pursuant to Section 890 et al. of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.
- 1.12. Incentive: As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008, as may be supplemented or updated from time to time.
- 1.13. Program Participants: Those cities or Counties that: (i) are located within SCG's service territory; (ii) are either identified as participants in this Program through the Program Implementation Plan or are mutually selected by SCG and SLOC to participate in this Program; and (iii) have adopted a Resolution approving participation in this Program as described in Section 6.2.2 of this Agreement.

- 1.14. Partner's Budget: That portion of the Authorized Budget, which excludes SCG's costs, and represents the maximum budget and maximum allocation by period for funding the performance of the Program by SLOC or Program Participants and as set forth in Exhibit B, subject to amendment by SCG consistent with the terms of this Agreement.
- 1.15. Energy Champion: A designated Program Participant's representative in the Partnership, appointed by the Program Participant, who will be the Program Participant's primary contact for both SLOC and SCG, and who will be authorized to act on behalf of such Program Participant in carrying out the Program.
- 1.16. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of SLOC or Program Participants that are pre-approved, directly identifiable to, and required for the Authorized Work in accordance with Section 10.2.
- 1.17. PIP or Program Implementation Plan: The implementation plan specific to this Partnership, together with SCG Local Government Master PIP, which include the anticipated scope of the Programs in SCG service territory, as approved by the Commission and attached hereto as Exhibit A.

2. PURPOSE

The 2013-2014 Program is funded by California utility ratepayers and is administered by SCG 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 2013-2014 Program. The work authorized pursuant to this Agreement is not to be performed for profit.

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

- 3.1. Overview. The 2013-2014 San Luis Obispo County Energy Efficiency Partnership Program is designed to assist local governments effectively 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 Programs provide access to a wide range of SCG core programs, SCG's expertise and incentives for Program Participants in San Luis County 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 to improve energy efficiency in their homes and businesses. By implementing energy efficiency measures in their own facilities, Program Participants will build local government capacity for sustainability and lead by example as they work with SLOC and SCG together to increase community awareness of energy efficiency and sustainable practices. The Programs will provide marketing, outreach, education and training to connect the community with opportunities to save energy, money and help the environment. The Partners will leverage the strengths of each other

and the Program Participants to help efficiently deliver energy 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 Program Participants through this Program design is rooted in an effective relationship between the Program Participants, SLOC, and SCG.

4. AUTHORIZED WORK

4.1. Scope. The work authorized by the Commission is set forth broadly in the PIP 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 PIP, and the Parties shall document such details in a “Planning Document” which is intended to evolve throughout the term of the Program.

4.2. Objectives. The Program is designed to meet the specific goals and milestones set forth in Exhibit B of this Agreement, while implementing the Program strategies and meeting the general objectives and goals set forth in the PIPs.

5. LIMITATION ON SERVICE TERRITORY – The Parties agree that Authorized Work shall only be performed in SCG service territory, with energy savings applicable solely to SCG’s utility system. No Authorized Work shall be performed for any customers that receive natural gas service from a municipal utility corporation, or other gas service provider, or that do not directly receive gas service from SCG. Nothing in this Section 5 is intended to preclude Program coordination with other municipal utilities.

6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of SCG and SLOC

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 goals as set forth in Exhibit A and Exhibit B).

6.1.2. 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 SCG.

6.1.3. To the extent practicable and with coordination by SCG, the Parties shall use the Programs as a portal for all energy program offerings of SCG, including but not limited to programs targeting low-income customers, self-generation, solar, and other programs as described in the PIP, and in support of the Strategic Plan adopted by the Commission and SCG. 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.

6.1.4. Consistent with those contained in Section 4.2, SCG and SLOC may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.

6.2. Obligations of SLOC.

6.2.1. SLOC will appoint a Partnership representative (“SLOC Energy Efficiency Representative”) who will be the primary contact between SCG and SLOC, and who will be authorized to act on behalf of SLOC in carrying out its obligations under this Agreement. Such appointment shall be communicated in writing to SCG within 10 Business Days following execution of this Agreement.

6.2.2. As soon as practicable, SLOC shall secure from each prospective Program Participant a duly authorized and adopted Resolution supporting and endorsing the Partnership and Programs, approving such Program Participant as a Program Participant and authorizing SLOC to act on its behalf as necessary to further the Partnership’s goals and objectives. Each such Resolution shall commit the Program Participant to participation in the Programs and shall designate an “Energy Champion” who will be the Program Participant’s primary contact for both SLOC and SCG, and who will be authorized to act on behalf of such Program Participant in carrying out the Program. SLOC shall deliver a copy of each Program Participant’s Resolution to SCG within five (5) Business Days following its adoption. This Resolution shall be required for participation in the Program by a prospective Program Participant for the duration of 2013 to 2014.

6.2.3. SLOC will manage the day-to-day activities and comprehensive implementation of the Program on behalf of the Parties in accordance with the PIPs. This will include intensive interaction with the Program Participants, 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 Programs.

6.2.4. SLOC shall be responsible for achieving the goals and objectives set forth in Section 4.2 hereof.

6.2.5. Through execution of this Agreement, SLOC 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 an implementer for the Partnership, SLOC agrees to work jointly with SCG in both fostering new relationships and strengthening SCG existing relationships with Program Participants 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, SLOC shall facilitate joint participation with SCG and the Program Participants in meetings, activities and decisions.

- 6.2.6. SLOC shall communicate regularly with SCG Representatives, and shall advise SCG immediately of any problems or delays associated with its Authorized Work obligations.
- 6.2.7. SLOC shall coordinate the semi-annual Energy Champion Meetings described in Section 7.4 of this Agreement.
- 6.2.8. SLOC shall perform its Authorized Work obligations within the SLOC 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.
- 6.2.9. SLOC shall be primarily responsible for coordinating the preparation of all 2013-2014 program-related documents, including all required reporting of SLOC pursuant to Section 9, and any such other reporting as may be requested by SCG. SLOC shall obtain the approval of SCG prior to usage of SCG's Program documents or other energy efficiency program documents or materials offered by SCG.
- 6.2.10. When developing Program marketing materials, SLOC shall obtain the approval of SCG prior to distribution, publication, circulation, or dissemination of such materials in any way to the public, which approval shall not be unreasonably withheld, conditioned or delayed. 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 SCG 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."* SLOC shall allow five (5) Business Days for SCG's review of marketing materials, provided however that a failure of SCG to respond within five (5) business days shall not be deemed an approval of such materials.
- 6.2.11. Upon reasonable request by SCG, SLOC shall submit to SCG all contracts, agreements or other requested documents with SLOC's Contractors (including subcontractors) performing work for the Program.

6.3. Obligations of SCG.

- 6.3.1. SCG will appoint a Partnership representative ("SCG Energy Efficiency Representative") who will be the primary contact for SLOC and Program Participants, and who will be authorized to act on behalf of SCG in carrying out SCG's obligations under this Agreement. Such appointment shall be communicated in writing to SLOC within 10 Business Days following execution of this Agreement.
- 6.3.2. SCG will oversee the activities and implementation of the Program, in accordance with this Agreement.

6.3.3. SCG will be actively involved in all aspects of the Program. SCG will use good faith efforts to add value to the Program by (a) dedicating human resources necessary to assist SLOC in implementing the Program successfully and providing and maintaining a SCG presence in San Luis Obispo County, (b) providing support for the Program's marketing and outreach activities, and (c) working closely with SLOC to enhance communications with Program Participants, address customer needs and provide SCG information and services.

6.3.4. SCG shall be responsible for:

6.3.4.1. Monitoring the overall progress of the Authorized Work, to ensure that the 2013-2014 Program remains on target (including achieving the 2013-2014 Program's energy savings and demand reduction goals), and meets all reporting and other filing requirements.

6.3.4.2. Coordinating the preparation of all 2013-2014 Program-related documents, including all required reporting pursuant to Section 9 and any such other reporting duties as may be required.

6.3.4.3. Administering the Gas Surcharge funds authorized by the Commission for the 2013-2014 Program and reimbursing Parties for Program Expenditures in accordance with Section 10 below.

6.3.4.4. Coordinating with other energy efficiency programs. As applicable, SCG will coordinate with other existing or selected programs that the SCG offers, including programs targeting low-income customers, to enhance consistency in rebates and other 2013-2014 Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.

6.3.5. SCG shall provide, at no cost to SLOC, informational and educational materials on SCG's statewide and local energy efficiency core programs.

6.3.6. SCG shall work with SLOC as requested to help identify cost-effective energy efficient projects in each of the Program Participant's qualifying municipal facilities within SCG's service territory.

6.3.7. SCG shall transfer Gas Surcharge funds to SLOC to fund the Authorized Work for SCG's service territory pursuant to the terms of this Agreement following invoicing in accordance with Section 10 below.

6.3.8. SCG shall be responsible for coordinating and ensuring compliance with all SCG reporting and other SCG filing requirements by the PUC.

6.3.9. SCG shall be responsible for tracking performance of SLOC in accordance with Section 10.1.2, and for verifying all energy savings claims, and for monitoring and verifying achievement of the Program Participants.

Notwithstanding that SCG shall serve as administrator of the 2013-2014 Program, SCG shall not be responsible for the performance or non-performance hereunder of any other Party, nor shall SCG be obligated to remedy any other Party's defaults or defective performance.

- 6.4. EM&V. Once the Commission has approved and issued an evaluation, measurement and verification ("EM&V") plan for the 2013-2014 Program, such EM&V plan shall be attached to this Agreement as Exhibit D 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 D. SLOC shall provide and comply with all Commission requests regarding activities related to EM&V. SLOC and its Contractors shall cooperate fully with SCG Representative and will provide all requested information, if any, to assure the timely completion of all EM&V tasks requiring SLOC'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:

7.1.1.1. Any material modification to the Authorized Work in connection with the Program.

7.1.1.2. Any action that materially impacts the agreed-upon schedule for implementing the Program.

7.1.1.3. Selection of any Contractor not previously approved by SCG if applicable.

7.2. Document Retention. 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 ten (10) years after the expiration or termination of this Agreement.

7.3. Regular Meetings. During the term of this Agreement, the Parties shall meet 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 2013-2014 Program performance, deliverables, schedules and budget, toward achievement of the goals set forth in the PIP, and the Partnership's progress towards meeting overall Partnership goals set forth in Exhibit A. 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 and 6.3.1, respectively, 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. Semi-Annual Joint Meetings. In furtherance of the Commission objectives of strengthening relationships between California utilities, local government and consumers, SLOC shall coordinate semi-annual meetings among the Energy Champions for all of the Program Participants to review 2013-2014 Program progress and otherwise seek input from the Program Participants on Program related issues as appropriate and necessary. Meeting minutes shall be recorded, retained by SLOC and provided to SCG upon request. As a Partner, SCG shall be provided notice and opportunity to attend and participate in the Semi-Annual Joint Meetings.

7.6. Communication with Program Participants. SCG will be notified of, and will have the right to participate in any meeting that pertains to the Program implementation and discussion between SLOC and one or more Program Participants. Any failure by SCG to attend such meetings shall not waive any future rights of SCG with respect to such meetings. Nothing in this Agreement shall be construed to preclude SCG from working or communicating directly with a Program Participant at any time.

7.7. Non-Responsibility for Other Party. 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, SLOC 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, SLOC 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 SCG 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 SCG program or from another utility, state, or local program.

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. SLOC 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 minimize or 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 E 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 2013-2014 Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit E in their entirety.

10. PAYMENTS

10.1. Partner’s Budget

10.1.1. Maximum Budget: The Partner Budget is set forth in Exhibit B to this Agreement and represents maximum share of the Program’s three-year Authorized Partnership Budget for funding the performance of the Program by SLOC or Program Participants. Additionally, Exhibit B sets forth the maximum non-incentive budget on a periodic basis during the Program. SLOC shall not be entitled to compensation in excess of the Partner’s Budget (either on a periodic basis or in total), without written authorization by SCG and receipt of a revised Exhibit B. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the Partner’s Budget set forth in Exhibit B may be reallocated or adjusted at any time by SCG in its sole discretion, based upon SCG’s evaluation of SLOC’s commitment to, and progress toward achieving the energy savings goals set forth herein.

10.1.2. Tracking: SCG will track Program Expenditures against the objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings goals set forth in Exhibit B. The tracking will enable SCG, to (i) properly monitor and allocate the Authorized Partnership Budget among all SCG Local Government Partnerships according to their individual performance and achievement of respective goals and objectives, (ii) confirm or amend the Partner’s Budget, set forth in Exhibit B hereto, based on Program’s performance of the goals and objectives set forth in this Agreement;

10.1.3. Partner's 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 SLOC's agreement to help achieve such goals. To this end, in the event that SCG determines, in its sole discretion and through the tracking mechanism set forth in 10.1.2 above, that SLOC is not performing in accordance with the goals and objectives set forth in this Agreement, then SCG shall have the unilateral right to reduce, eliminate, or otherwise adjust the Partner's Budget for the remaining Program year or years (other than for Program Expenditures previously committed by SLOC and approved by SCG) by amending Exhibit B and providing the amended Exhibit B to SLOC. Pursuant to this Section, any such amended Exhibit B shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SCG to SLOC.

10.1.4. Partner's Budget Categories

10.1.4.1. Non-Incentive Budget: The Partner's Budget is comprised of a non-incentive portion which includes separate categories for Marketing, Education & Outreach, Technical Assistance and Direct Implementation, all of which are more fully described in the Program Implementation Plan.

10.1.4.2. Incentive Budget:

SCG Incentive Budget: SCG incentive budget in this Program is a part of incentive budget from SCG core programs. The Program incentive level is up to \$1.00 per therm for the calculated measures. Other incentives for deemed measures are in accordance with the prescribed incentives level for SCG core programs.

10.2 Program Expenditures. SLOC, with SCG's prior approval, shall be entitled to spend Gas Surcharge funds, within the limits of the Partner's Budget on Program Expenditures. SLOC shall not be entitled to reimbursement of Program Expenditures for any item (i) not specifically identifiable to the Program, (ii) not previously approved by SCG, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.

10.3 Payment to SLOC. In order for SLOC to be entitled to Gas Surcharge funds for Program Expenditures:

10.3.1 SLOC shall submit monthly activity reports and expenditure tracking to SCG in a format acceptable to SCG 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 SLOC shall submit to SCG, together with any Monthly Report, a monthly invoice for reimbursement of reported Program Expenditures, in a format acceptable to SCG, 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, SLOC shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program as provided in Exhibit E.

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. A copy of sign-in sheet including contact information of event participants, event description with event date and time.

10.3.2.3. Other expenditures: As pre-approved by SCG, 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 E can be submitted for payment. All invoices submitted to SCG must report all costs using the allowable cost elements shown on the Allowable Cost Table.

SLOC understands and acknowledges that all of SLOC's non-incentive invoices for the 2013-2014 Program and the Monthly Report shall be submitted to SCG.

10.3.3 SCG reserves the right to reject any SLOC invoiced amount for any of the following reasons:

10.3.3.1. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the Partner Budget for such Authorized Work (as set forth in Exhibit B).

10.3.3.2. 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 Program.

10.3.3.3. The invoiced amount, in SCG'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.

10.3.4 SLOC shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the documentation set forth in Section 10.3.2 above. SLOC shall promptly provide, upon the reasonable request by SCG, any documentation, records or information in connection with the Program or its Authorized Work.

10.3.5 SCG shall review and either approve, dispute or reject for payment to the reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SCG shall pay all undisputed amounts after the ten (10) Calendar Day period described in Section 10.3.1, but within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.

10.4 Payment of Incentives. Payment of incentives shall be made in accordance with the applicable SCG program requirements, including terms and conditions, installation data for EM&V process and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each project have been completed to SCG's satisfaction.

10.5 Shifting Funds. SCG may shift funds within the Authorized Partnership Budget among budget categories (Marketing, Education & Outreach, Direct Implementation), which categories and budget amounts are set forth in Exhibit B. Such shifting may be made by SCG to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates.

10.6 Reasonableness of Expenditures. SLOC 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 in the reimbursement of such Program Expenditure, then SLOC 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 PIP) and all reporting requirements by no later than March 31, 2015, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2014.

12. FINAL INVOICES

SLOC must submit final invoice to SCG no later than March 31, 2015.

13. INDEMNITY

13.1 Indemnity by SLOC. SLOC shall indemnify, defend and hold harmless SCG, 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) SLOC's negligence or willful misconduct in SLOC's activities under the Program or performance of its obligations hereunder, or (b) SLOC's breach of this Agreement or of any representation or warranty of SLOC contained in this Agreement.

13.2 Indemnity by SCG. SCG shall indemnify, defend and hold harmless SLOC, 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) SCG's negligence or willful misconduct in SCG's activities under the Program or performance of its obligations hereunder or (b) SCG's breach of this Agreement or any representation or warranty of SCG 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 A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SCG, 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 SLOC 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, subject to the confidentiality obligations of this Agreement.

15. DISPUTE RESOLUTION

15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 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. Confidentiality. 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. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

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

15.6. Failure of Mediation. 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. Representation of both Parties. 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, trade mark, 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:

- 10.4.3.1.1. Workers' Compensation: statutory minimum.
- 10.4.3.1.2. Employer's Liability coverage: \$1 million minimum.
- 10.4.3.1.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.
- 10.4.3.1.4. Commercial or Business Auto (if applicable): \$1 million minimum.
- 10.4.3.1.5. 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. Self-Insurance. 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. Notice of Claims. 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. Non-Disclosure. Subject to any disclosures required pursuant to the applicable Public Records Act, SLOC, 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 SLOC having obtained the prior written consent of SCG, except as provided by law including but not limited to the California Public Records Act, lawful court order or subpoena and provided SLOC gives SCG advance written notice of such order, subpoena or Public Records Act request.

18.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, a SCG customer's name, address, telephone number, account number and all billing and usage information, as well as any SCG customer's information that is marked "confidential". If SLOC is uncertain whether any information should be considered Confidential Customer Information, SLOC shall contact SCG prior to disclosing the customer information.

18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCG may require SLOC to enter into a nondisclosure agreement.

18.4. Commission Proceedings. This provision does not prohibit SLOC 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 SLOC by SCG, and any and all documents and materials containing such Confidential Customer Information or produced by SLOC based on such Confidential Customer Information (including all copies,

backups and abstracts thereof), during the performance of this Agreement shall be returned upon written request by SCG.

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 B of this Agreement and the PIP, may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, Partner's Budget being reduced or adjusted, funding redirected by SCG to other programs or partners, or other Program modifications as determined by SCG 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 SLOC to SCG.

21. RESTRICTIONS ON MARKETING

21.1. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCG 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. Use of SCG's Name. SLOC must receive prior review and written approval from SCG for the use of SCG's name, mark or logo on any marketing or other Program materials. SLOC shall allow five (5) Business Days for SCG's review and approval. If SLOC has not received a response from SCG within the five (5) Business Day period, then it shall be deemed that SCG has disapproved such use.

21.3. Use of SLOC's Name. SCG must receive prior review and written approval from SLOC for the use of SLOC's name, mark or logo on any marketing or other Program materials. SCG shall allow five (5) Business Days for SLOC's review and approval. If SCG have not received a response from SLOC within the five (5) Business Day period, then it shall be deemed that SLOC has disapproved such use.

22. RIGHT TO AUDIT

The Parties agrees 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 their performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of SLOC or SCG 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

SCG 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 SLOC in writing to suspend any Authorized Work being performed in SCG's service territory. Any performance of Authorized Work by SLOC in SCG's service territory shall stop immediately, and SLOC may resume its Authorized Work only upon receiving written notice from SCG 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 both Parties.

25. TERM AND TERMINATION

25.1 Term. This Agreement shall be effective as of the Effective Date.

25.2. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60) 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. Effect of Termination. Any termination by SLOC or by SCG 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, SLOC 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 SLOC's sole compensation resulting from any termination of this Agreement.

25.3.2. In the event of termination of this Agreement in its entirety, SLOC shall stop any Authorized Work in progress and take action as directed by SCG 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 facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

SLOC:

San Luis Obispo County
Trevor Keith, Energy Program Coordinator
Department of Planning and Building
1055 Monterey Street, Room D120
San Luis Obispo, CA 93408
Tel: 805-781-1431
Fax: 805-788-2413
Email: tkeith@co.slo.ca.us

SCG:

Southern California Gas Company
Ann Teall, Energy Programs Advisor
555 W. Fifth Street, GT28A4
Los Angeles, CA 90013
Tel: (213) 244-5843
Fax: (213) 244-8252
Email: Ateall@semprautilities.com

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

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/SCG 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, SCG 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 SLOC setting forth the effective date of such termination. Notwithstanding the right to terminate, 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.

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 SCG 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 SLOC's consent and SCG 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, or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are beyond the reasonable 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 Agreement to be executed by their duly authorized representatives.

SLOC:

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____

SCG:

Southern California Gas Company

By: Gillian Wright
Title: Director, Customer Programs
Date:

EXHIBITS

Exhibit A – 2013-2014 Program Implementation Plan

Exhibit B – Southern California Gas Company 2013-2014 Goals & Program Budget

Exhibit C – Reporting Requirements

Exhibit D – EM&V Plan (to be attached when issued by the Commission)

Exhibit E – Allowable Costs