

Attachment B to Agenda No. 2018-0512

AGREEMENT TO JOINTLY DELIVER THE ENERGY EFFICIENCY PARTNERSHIP PROGRAM

BETWEEN

THE SAN DIEGO UNIFIED PORT DISTRICT

and

SAN DIEGO GAS & ELECTRIC COMPANY

Dated: January 4, 2016

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

THIS AGREEMENT TO JOINTLY DELIVER THE **ENERGY EFFICIENCY PARTNERSHIP PROGRAM** is effective as of January 1, 2016 ("Effective Date") by and among SAN DIEGO GAS & ELECTRIC COMPANY ("SDG&E"), and THE SAN DIEGO UNIFIED PORT DISTRICT (the "District"). SDG&E and the District may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the State of California adopted greenhouse gas (GHG) reduction goals in Assembly Bill 32 (AB32), the California Global Warming Solutions Act of 2006, and energy efficiency within local governments (LGs) is one of the approaches to meeting these goals;

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

WHEREAS, on October 1, 2009 the Commission in Decision (D.) 09-09-047 specified that energy efficiency is the first priority in California's loading order for energy resources and approved the energy efficiency portfolio of programs to be delivered to California utility customers for 2010 through 2012;

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

WHEREAS, SDG&E submitted applications for the implementation of energy efficiency programs for the 2013 and 2014, which included the Energy Efficiency Partnership Program (hereinafter referred to as the "Program"), involving the development of energy efficiency practices, training, and outreach within the District tidelands and other greenhouse gas (GHG) reduction measures;

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

WHEREAS, the Commission in D. 14-10-046 ordered that existing energy efficiency programs be extended until the earlier of 2025 or when the Commission issues a superseding decision;

WHEREAS, if and when the Commission issues a superseding decision on existing energy efficiency programs prior to 2025, the Parties shall determine and agree to a course of action to be compliant with, and meet the intent of, the Commission's decision in a timely manner;

WHEREAS, the Commission in D. 14-10-046, approved the continuation of energy efficiency programs including Local Government Partnerships, and the Parties desire to enter into an agreement to set forth the terms and conditions under which the Program will be implemented for five (5) program years, from January 1, 2016 through December 31, 2020;

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

1. DEFINITIONS

- 1.1. "Agreement" means this document and all exhibits attached hereto and incorporated herein, and as amended from time to time.
- 1.2. "Annual Authorized Budget" has the meaning set forth in Section 6.1.
- 1.3. "Applicable Laws" has the meaning set forth in Section 3.4.1.
- 1.4. "Authorized Budgets" has the meaning set forth in Section 6.1.
- 1.5. "Authorized Work" means the work for the facilitation and implementation of the Program and its objectives as described in the Scope of Work.
- 1.6. "Billing Month" has the meaning set forth in Section 6.2.1.
- 1.7. "Business Day" means the period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
- 1.8. "Calendar Day" means the period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.
- 1.9. "Commission" has the meaning set forth in the Recitals.
- 1.10. "Confidential Customer Information" has the meaning set forth in Section 11.2.
- 1.11. "Contractor" means an entity contracting directly or indirectly with the District, or any subcontractor thereof subcontracting with such entity, to furnish services or materials as part of or directly related to the District's Authorized Work obligations.
- 1.12. "Developments" has the meaning set forth in Section 8.
- 1.13. "District" means the San Diego Unified Port District, and its successors and assigns.

- 1.14. "District Indemnities" has the meaning set forth in Section 7.2.
- 1.15. "Effective Date" has the meaning set forth in the Preamble.
- 1.16. "Electric Procurement Funds" are electric procurement funds that must fund energy efficiency programs that benefit electric customers within an IOU's service territory, as adopted by the Commission. Electric procurement rates replaced the public goods charge (PGC) on electricity bills.
- 1.17. "Eligible Customers" means those SDG&E customers eligible for Program services, consistent with the requirements of this Agreement.
- 1.18. "Force Majeure Event" has the meaning set forth in Section 24.
- 1.19. "Gas Public Purpose Program (PPP) Surcharge" means those funds collected from gas utility ratepayers pursuant to Section 890-900 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.
- 1.20. "Implementation Plan" means the then most recent implementation plan for the Program submitted by SDG&E to the Commission (including, if applicable, Program Implementation Plans or PIPs) in support of the implementation strategies to be utilized by SDG&E to achieve the Commission's energy efficiency goals (and the Commission's broader energy efficiency strategy), as such implementation plan may be revised from time to time.
- 1.21. "Losses" has the meaning set forth in Section 7.1.
- 1.22. "Milestone Schedule" means the schedule for the performance of the Authorized Work as set forth in Exhibit A hereto and incorporated herein by reference.
- 1.23. "Party" or "Parties" has the meaning set forth in the Preamble.
- 1.24. "Program" has the meaning set forth in the Recitals.
- 1.25. "Program Expenditures" means actual (i.e., no mark-up for profit), reasonable expenditures of a type listed in the Allowable Cost Table set forth in Exhibit B that are identifiable and required for the performance of Authorized Work, provided that such expenditures may be reimbursable by SDG&E with Electric Procurement Funds, unspent PGC funds, or Gas PPP Surcharge funds.
- 1.26. "Program Year" means the calendar year from January 1 to December 31.
- 1.27. "Public Goods Charge" or "PGC" means the previous method of collecting funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purpose programs, including energy efficiency programs

approved by the Commission. Unspent PGC funds may be used to fund current energy efficiency programs.

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

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

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

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

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

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

2. PURPOSE

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

The objectives of the Program are set forth in the Scope of Work:

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

3. OBLIGATIONS OF THE DISTRICT

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

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

order of the Commission or otherwise by operation of law, and subject to the Milestone Schedule, all Program activities (other than the submission of final invoices pursuant to Section 6.2.1) under this Agreement will begin on January 1, 2016 and will end on December 31, 2020.

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

3.4. Compliance.

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

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

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

3.5. Contractors.

3.5.1. The District shall obtain SDG&E's written consent prior to retaining or using any Contractor to perform any of the Authorized Work, which consent shall not be unreasonably withheld; however, SDG&E's consent shall not be required for the District to retain or use contractors or subcontractors to perform direct implementation of energy efficiency measures at the District's facilities.

3.5.2. The District shall be responsible at all times for the acts and omissions of all Contractors, as well as any other persons performing the Authorized Work on the District's behalf, and shall contractually require each

Contractor to indemnify SDG&E to the same extent the District has indemnified SDG&E under the terms and conditions of this Agreement.

3.5.3. The District shall contractually require its Contractors to (a) retain all records and documents pertaining to its Authorized Work obligations for a period of not less than four (4) years beyond the end of the Term or earlier expiration of this Agreement, and (b) provide SDG&E, during the Term, reasonable access to relevant records and staff of Contractors concerning the Authorized Work, and the District shall include in such contracts with its Contractors a provision that states that SDG&E is an express third party beneficiary to the foregoing requirements.

3.5.4. The District shall require its Contractors to obtain and maintain in good standing throughout the performance of the Authorized Work, to the extent necessary, all licenses and permits required by Applicable Laws to engage in the activities required of them in connection with this Agreement.

3.6. Use of Program Funds. The Program funds shall be used solely for Authorized Work. The District shall use the highest degree of care that the District uses to control its own funds, but in no event less than a reasonable degree of care.

3.7. Marketing Materials. SDG&E shall have the right to review and approve all Program advertising or marketing materials prior to any distribution, publication, circulation or dissemination of such marketing materials in any way to the public (except that such right to review and approve such materials shall not apply to the production of any such materials that is compelled by law (including the California Public Records Act), lawful court order or subpoena). In addition, all Program advertising and marketing material that is intended to be distributed, published or circulated or disseminated to the public as a part of the Authorized Work must contain the following language: "This program is funded by California utility ratepayers and administered by San Diego Gas & Electric Company, under the auspices of the California Public Utilities Commission."

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

3.9. Double-Dipping Prohibited.

3.9.1. Eligible Customer Incentives. To the extent the Program or the Authorized Work involves the payment or provision of a rebate, discount or incentive to Eligible Customers for services or measures provided by the Program, the District shall not knowingly provide a rebate, discount or incentive to an Eligible Customer who receives a rebate, discount or incentive from any other energy efficiency program (whether from SDG&E or from another utility, state or local program) for such services

or measures provided by the Program. Prior to providing such rebate, discount or incentive to an Eligible Customer, the District shall obtain a signed form from such Eligible Customer stating that (a) such Eligible Customer has not received any rebate, incentive or discount for the same service or measure from any other SDG&E program or from another utility, state, or local program, and (b) such Eligible Customer will not apply for any rebate, incentive or discount for the same service or measure from any other SDG&E program or from another utility, state, or local program. The District shall keep its Eligible Customer-signed forms for at least four (4) years after the expiration or termination of this Agreement.

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

4. OBLIGATIONS OF SDG&E

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

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

4.3. Data. SDG&E shall respond to reasonable data requests from the District or from its designated Contractor for, and provide, in a reasonably timely manner tidelands-wide energy savings data for use in GHG inventories for jurisdictional and for regional planning purposes; provided that SDG&E may require, as a condition to providing data to any designated Contractor, that such designated Contractor execute a non-disclosure agreement in respect of such data in form and substance satisfactory to SDG&E; provided further that SDG&E shall have sole and absolute discretion in the means and format by which Confidential Customer Information is disclosed to the District or its designated Contractor. To the extent reasonably requested by the District, SDG&E shall provide relevant program participation information that would help the District monitor potential violations of the "double dipping" provisions of Section 3.9 above.

5. ADMINISTRATION OF PROGRAM

5.1. Decision-making and Approval.

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

- (a) Any action by the District that materially deviates from the Scope of Work; or
- (b) Any Program Expenditure that exceeds either the Total Authorized Budget or any Annual Authorized Budget.

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

5.1.2. Documentation. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 5.1.1 above, in meeting minutes or, if taken outside a meeting, through written communication, in all cases which shall be maintained in hard copy form on file by the Parties for a period of no less than four (4) years after the expiration or termination of this Agreement.

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

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

5.4. Coordinating with Other Energy Efficiency Programs and Integrated Demand Side Management Programs. As applicable, SDG&E shall coordinate with other existing or selected programs (including programs targeting low-income customers, energy storage, distributed generation, vehicle to grid integration, and the like) to enhance

consistency in incentives and other Program details, minimize duplicative administrative costs and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures. Both Parties will use reasonable efforts to coordinate with other energy programs to maximize customer satisfaction and energy savings.

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

5.6. Program Expenditures. The District shall not seek reimbursement for any Program Expenditures in excess of the applicable Authorized Budget unless such applicable Authorized Budget is amended by the written agreement of both Parties.

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

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

6. PAYMENTS

6.1. Authorized Budget. As of the Effective Date, the total budget for performance of the Authorized Work over the Term is \$3,464,200 (the "Total Authorized Budget"), and the budget for performance of the Authorized Work over each Program Year of the Term is \$692,840 (each, an "Annual Authorized Budget", and together with the Total Authorized Budget, collectively, the "Authorized Budgets"). Any or all of the Authorized Budgets shall be subject to revision, increase or reductions from time to time as set forth in Section 6.3 below.

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

6.2.1. Invoices. For each calendar month of the Term that the District performs Authorized Work (the "Billing Month"), the District shall include a monthly invoice for the reimbursement of the reported Program Expenditures, in a format reasonably acceptable to SDG&E, no later than the twentieth (20th) Calendar Day of the calendar month following the Billing Month. Each such invoice shall include a reference to this Agreement number (5660044930) and all documentation reasonably necessary to substantiate such Program Expenditures, including:

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

of distribution, and invoices for the cost of producing such marketing material.

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

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

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

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

- (a) The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in any of the Authorized Budgets;
- (b) Such invoiced amount does not qualify as a Program Expenditure as set forth in the definition of "Program Expenditure" under this Agreement;
- (c) The invoice for such Program Expenditure does not include sufficient or adequate documentation necessary to substantiate such Program Expenditure, as reasonably determined by SDG&E;
 or
- (d) The invoice for such Program Expenditure does not adequately reference this Agreement number (5660044930).

Should SDG&E reject any District invoice or Program Expenditure, SDG&E shall identify the basis for the rejection and any additional information necessary for reimbursement. The District may resubmit the invoice for Program Expenditure, and any continuing dispute therefore shall be resolved in accordance with the procedures set forth in Section 9.

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

San Diego Unified Port District
 Finance Department

PO Box 120488
San Diego, CA 92112-0488

6.2.4. Record-Keeping. The District shall maintain for a period of not less than four (4) years all documentation reasonably necessary to substantiate all Program Expenditures. The District shall promptly provide, upon the reasonable request by SDG&E, any documentation, records or information in connection with any Program Expenditure incurred by the District, to the extent its disclosure is not prohibited or restricted by any rule, regulation, or order of a governmental or regulatory authority having jurisdiction.

6.3. Modification of Authorized Budgets. To the maximum extent permitted by Applicable Law, SDG&E shall have the right to modify, reduce or increase any or all of, or any portion of, the Authorized Budgets at any time, at its sole reasonable discretion; provided that SDG&E shall provide the District with at least thirty (30) days' written notice prior to the effectiveness of any reductions (or modifications that result in the reduction) in the Authorized Budgets (except that such 30-days' notice shall not be required for reductions as a result of clause (e) of this Section 6.3 below). Reasonable discretion shall include (a) reductions due to excess Program Expenditures incurred during previous Program Years, (b) carrying over unused Program funds during a Program Year to the Annual Authorized Budget of the following Program Year, (c) shifting Program funds among budget categories (e.g. Administrative and Direct Implementation) within an Authorized Budget, (d) shifting Program funds to or from another energy efficiency program, and (e) reductions due to either the unavailability of funds or the District obtaining a different funding source for all or any portion of the Program.

6.4. Unused Program Funds. The District shall not be entitled to Program funds that are unused at the end of the Term unless otherwise directed by SDG&E or the Commission.

6.5. Refund of Electric Procurement Funds, PGC or Gas PPP Surcharge Funds. With respect to any Program Expenditure paid or credited to the District that is subject to refund to the Commission pursuant to any subsequent Commission decision or ruling (e.g. as a result of a determination that such Program Expenditure was an overpayment or was otherwise unreasonable), should the Commission determine that a refund is due and seeks to recover such refund, the amount due shall be refunded by the District to SDG&E, within 30 Calendar Days of receipt of written notice that the refund is owed, or alternatively, SDG&E may offset the amount due from other Program Expenditures due and payable to the District. Nothing in this provision is intended to limit a Party's right to pursue administrative or other remedies available with respect to a Commission decision or ruling. SDG&E's approval of any action which is the responsibility of the District under this Agreement shall not shift the corresponding responsibility with respect to any overpayment or unreasonable Program Expenditure.

7. INDEMNITY

7.1. Indemnity by the District. The District shall indemnify, defend and hold harmless SDG&E, and its successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees (each, an "SDG&E Indemnatee"), from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) (collectively, "Losses") incurred by such SDG&E Indemnatee to the extent arising from the District's sole negligence or willful misconduct in connection with or under the Program or performance of its obligations hereunder, except to the to the extent such Loss is caused by the sole negligence or willful misconduct of the SDG&E Indemnatee claiming the indemnity, defense or hold harmless rights hereunder.

7.2. Indemnity by SDG&E. SDG&E shall indemnify, defend and hold harmless the District and its successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees (each, an "District Indemnatee"), from and against any and all Losses incurred by such District Indemnatee to the extent arising from SDG&E's sole negligence or willful misconduct.

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

8. OWNERSHIP OF DEVELOPMENTS

Except as otherwise set forth in the Scope of Work, the Parties acknowledge and agree that SDG&E, on behalf of its ratepayers, shall own all data, report, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes or other written, recorded, photographic or visual materials, or other deliverables produced exclusively for SDG&E and completely during the performance of this Agreement and for which SDG&E funded under this Agreement (collectively "Developments"); provided, however, that Developments do not include equipment or infrastructure purchased by either Party for research, development, education or demonstration related to energy efficiency and the District shall retain complete ownership of any and all capital improvements undertaken in its buildings, facilities, and real property. Although the District shall retain no ownership, interest or title in the Developments (except as may otherwise be

provided in the Scope of Work), SDG&E hereby grants the District a permanent, royalty free, non-exclusive license to use such Developments.

9. DISPUTE RESOLUTION

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

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

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

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

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

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

10. INSURANCE

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

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

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

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

11. CUSTOMER CONFIDENTIALITY REQUIREMENTS

11.1. Public Records Act. Notwithstanding anything contained in this Section 11 to the contrary, to the extent applicable to the District, all information provided to the District may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity might be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the District may be obligated to disclose any information provided to the District to any party that requests it to the extent permitted under the California Public Records Act; provided, however, prior to such disclosure, the District agrees to provide prompt notice to SDG&E of any request for Confidential Customer Information (defined below) so that SDG&E may seek the confidential protection of Confidential Customer Information to the maximum extent permitted under the California Public Records Act. To the maximum extent practicable, SDG&E shall mark documents provided to the District which are confidential, as confidential.

11.2. Non-Disclosure. The District shall not disclose any Confidential Customer Information (defined below) to any third party during the Term of this Agreement or after its completion, without the District having obtained the prior written consent of SDG&E, except as provided by law, lawful court order or subpoena. Prior to any disclosure of Confidential Customer Information as required by law, lawful court order or subpoena,

the District agrees to provide prompt notice to SDG&E of such legal requirement, court order or subpoena so that SDG&E can take any legal action it deems necessary. The District agrees to use at least the same degree of care the District uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Customer Information. As a condition to the disclosure of any Confidential Customer Information, SDG&E may require that the District and its contractors, subcontractors, and suppliers comply with certain policies, practices and/or notification requirements to be followed in connection with the storage or usage of such Confidential Customer Information, which policies, practices and/or notification requirements shall be provided by SDG&E prior the disclosure by SDG&E of Confidential Customer Information. Notwithstanding the foregoing, the District shall be permitted to disclose Confidential Customer Information to its directors, officers, employees, agents, representatives, Contractors, subcontractors and suppliers who have a need to know such information for the performance of the District's Authorized Work hereunder (collectively, "Permitted District Representatives"), provided that the District shall cause each of its Permitted District Representatives to become familiar with and abide by, the same obligations of the District under this Section 11.

11.3. Confidential Customer Information. "Confidential Customer Information" means information regarding any SDG&E customer, including an SDG&E customer's name, address, telephone number, account number and all billing and usage information that is marked confidential by SDG&E. If the District is uncertain whether any information should be considered Confidential Customer Information, the District may contact SDG&E prior to disclosing the information.

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

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

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

11.7. Survival. Notwithstanding the return or destruction of all or any part of the Confidential Customer Information, the confidentiality provisions set forth in this Agreement shall nevertheless remain in full force and effect for so long as the information covered is required to be kept confidential by Federal or State law, including

without limitation, the regulations, proceedings, orders and decisions of the Commission as applicable to SDG&E.

11.8. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 11 and the obligations of the District are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 11 by the District, SDG&E shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

12. TIME IS OF THE ESSENCE

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

13. CUSTOMER COMPLAINT RESOLUTION PROCESS

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

14. RESTRICTIONS ON MARKETING

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

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

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

15. RIGHT TO AUDIT

The District agrees that SDG&E and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to the District's performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any employees of the District or its Contractors who might reasonably have information related to such records. Further, the District agrees to include a similar right of SDG&E and/or the Commission to audit records and interview staff in any contract of its Contractor related to performance of the District's Authorized Work or this Agreement.

16. STOP WORK PROCEDURES

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

17. MODIFICATIONS

Changes to this Agreement shall only be made by mutual agreement of all Parties through a written amendment to this Agreement signed by all Parties. Notwithstanding the foregoing, this Agreement shall at all times be subject to the discretion of the Commission, including, but not limited to, review and modifications, excusing a Party's performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that, in SDG&E's reasonable opinion, any ruling, decision or other action by the Commission adversely impacts the Program or the Authorized Work, or otherwise causes this Agreement, the Program or the Authorized Work to be inconsistent with such Commission ruling, decision or action or SDG&E's objectives for the Program, SDG&E shall have the right to modify the terms of this Agreement or otherwise terminate this Agreement by providing at least thirty (30) days' prior written notice to the District setting forth the effective date of such termination or modification, so as to be consistent with such Commission ruling, decision or action.

18. TERMINATION

18.1. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this

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

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

18.3. Effect of Termination. In the event of any termination of this Agreement before the end of the Term, the Parties shall work cooperatively to facilitate the termination of operations and any applicable contracts for Authorized Work. The District shall be entitled to payment for all Program Expenditures incurred or accrued for Authorized Work up to the effective date of such termination in accordance with the terms for the payment and invoicing of such Program Expenditures as set forth in this Agreement, and such payment of Program Expenditures shall be the District's sole compensation resulting from any such termination of this Agreement. Any Authorized Work performed by the District following termination of this agreement shall be undertaken by the District at its sole risk and responsibility and with the understanding that the District may not be entitled to payment under this Agreement for that work.

19. WRITTEN NOTICES

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

<p>DISTRICT:</p> <p>Renée Yarmy Planning and Green Port Department 3165 Pacific Highway San Diego, CA 92101 Telephone: (619) 686-8162 ryarmy@portofsandiego.org</p>	<p>SDG&E:</p> <p>San Diego Gas & Electric Company Attn: Brian Haines Local Government Partnerships 8335 Century Park Court CP12D San Diego, CA 92123 Telephone: (858) 637-7910 BAHaines@semprautilities.com</p>
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Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission,

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

20. RELATIONSHIP OF THE PARTIES

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

21. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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

22. NON-WAIVER

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

23. ASSIGNMENT

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

24. FORCE MAJEURE

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

25. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

26. GOVERNING LAW; VENUE

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

27. SECTION HEADINGS

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

28. SURVIVAL

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

29. ATTORNEYS' FEES

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

30. COOPERATION

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

31. ENTIRE AGREEMENT

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

32. COUNTERPARTS.

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

(Signature page follows)

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

DISTRICT:

THE SAN DIEGO UNIFIED PORT DISTRICT

Name: Jason Giffen

Title: Assistant Vice President, Planning and Green Port Department

SDG&E:

SAN DIEGO GAS & ELECTRIC COMPANY



Name: Linda P. Brown, P.E.

Title: Senior Director, Supply Management &
Supplier Diversity

EXHIBIT A

**SAN DIEGO UNIFIED PORT DISTRICT
2016-2020 ENERGY EFFICIENCY PARTNERSHIP
SCOPE OF WORK**

1. PROGRAM OVERVIEW

- A. Program Title:
San Diego Unified Port District Energy Efficiency Partnership Program
- B. Program Budget:
\$3,464,200 (5-Year Term) / \$692,840 (Annually)

ANNUAL BUDGET BREAKDOWN		
Budget Category:	Dollars	Percentage
Administrative (A)	\$27,715	4%
Marketing, Education and Outreach (ME&O)	\$41,075	6%
Direct Implementation (DI)	\$624,050	90%
TOTAL:	\$692,840	100%

- C. Program Term:
January 1, 2016 through December 31, 2020
- D. Main Contact Information
Renée Yarmy
Senior Environmental Specialist
Planning and Green Port Department
San Diego Unified Port District
3165 Pacific Highway, San Diego, CA, 92101
Phone: 619-686-8162
Email: ryarmy@portofsandiego.org

E. Program Summary:

The San Diego Unified Port District (District) Energy Efficiency Partnership (Partnership) began in 2010 and has funded the direct implementation of energy efficiency programs, staff outreach, and cross-departmental training and certifications on energy efficiency best management practices. During the 2013-2015 funding cycle, the District conducted multiple energy efficiency retrofits which were supported by Partnership resources. These retrofits are estimated to save 975,000 kWh in annual savings, which represents an approximate 15 percent (%) reduction in operational energy consumption since the Partnership began in 2010. In addition,

the Partnership funds the Green Business Network program, which has included outreach, training, energy efficiency assessments, and the development of sustainability action plans for the District's tenants and maritime facilities. Members of the Green Business Network account for approximately 80% of energy consumed on the District tidelands. Since the Green Business Network started in 2011, member businesses have saved over 5 million kWh and over 200,000 therms. During the past funding cycle, 13 Green Business Network Members began developing 5-year sustainability action plans, which are expected to further advance energy efficiency measures across the District. In addition, the Partnership funds ongoing assessments of the Climate Action Plan and implementation of energy efficiency focused priority measures, including the Sustainable Leasing Program and strategic energy management initiatives.

Building on the success of previous funding cycles, the 2016-2020 Partnership will continue to be a non-resource local government partnership (LGP) program with SDG&E that offers the District assistance in making facilities and processes energy efficient, implementing state energy codes through access to training and workshops, and serving as a conduit to District tenants on programs that help reduce energy bills and positively impact the environment and the community as a whole. The Partnership will continue to provide support to the District which results in reduced GHG emissions and advances energy efficiency.

The benefit of the Partnership is also demonstrated in the continued role of the District as an environmental steward and leader in energy efficiency and climate action planning. Work done through the Partnership will be concentrated within the District's five member cities: City of San Diego, Coronado, National City, Chula Vista, and Imperial Beach. These combined efforts will help reduce energy usage and help lower peak demands on District tidelands. The Partnership is focused on maximizing energy efficiency on District tidelands and providing District tenants, staff, and the public with tools to integrate energy efficiency best management practices into their daily work and projects. In addition, the Partnership will provide opportunities to advance implementation measures of the District's Climate Action Plan (CAP), and associated greenhouse gas (GHG) reduction goals.

The Partnership will provide the District with funding, training and outreach resources that result in energy savings, reduced GHG emissions, and advancements in climate planning. The Partnership will also provide energy assessments for District operated facilities and tools to monitor electricity and natural gas. The Partnership will provide continued access to technical experts that can help the District better coordinate with and assist tenants with the necessary processes to implement building improvements. The Partnership will also continue to build capacity within the District staff through training and outreach, as well as resources to collaborate with the other Local Government Partnerships in the region via the San Diego Regional Energy Partnership (SDREP). This scope of work for the 2016-2020 Rolling Portfolio Cycle is a new Partnership Agreement and is an extension of previous Partnership program efforts.

In addition to promoting the GHG reduction goals of the District's CAP, the Partnership has been developed to promote achievement of the California Long-Term Energy Efficiency Strategic Plan (CA-LTEESP), as well as the California Office of the State Governor's Executive Orders (EO) S-3-05, B-30-15 and EO B-32-15, and Assembly Bill (AB) 32 – California Global Warming Solutions Act. Where the State Governor's EOs and AB 32 are met by strategic

energy efficiency measures, the District will ensure that the Partnership accounts for these achievements. To provide additional regulatory background on the relationship between energy efficiency and GHG reduction goals, EO S-3-05 and AB 32 established the overarching GHG reduction goals. EO S-3-05 established statewide GHG emission reduction targets to 80% below 1990 levels by 2050. AB32, California's Global Warming Solutions Act of 2006, established a statewide goal to reduce GHG emissions to 1990 levels by 2020. Since adoption of the CAP, EO B-30-15 was issued and expanded beyond the previous EO to include an interim requirement to reduce GHG emissions by 40% below 1990 levels by 2030. In addition, EO B-30-15 required reductions in petroleum use in cars and trucks by up to half from current levels by 2030 and established strategies to prepare for climate change, including specific requirements to address climate adaptation planning and impacts to infrastructure. EO B-32-15 was also issued subsequent to the adoption of the CAP and further required that future investments be made to upgrade freight vehicles and infrastructure. EO B-32-15 requires the utilization of technologies, energy sources, and fuels that enable greater transportation efficiency while reducing community and environmental impacts to achieve a Sustainable Freight Pathway to Zero and Near-Zero Emissions. In order to achieve the requirements established by EO S-3-05, EO B-30-15, EO B-32-15, and AB 32, identification of energy efficient infrastructure and equipment will be significant components of the District's planning process during the Term of the Partnership.

In addition to the above stated legislative requirements, a major goal of the Partnership is to support achievement of the following CA-LTEESP goals:

- Goal 1: Local governments are leaders in adopting and implementing "reach" codes.
- Goal 3: Local governments lead by example with their own facilities and energy usage practices.
- Goal 4: Local governments lead their communities with innovative programs for energy efficiency, sustainability, and climate change.
- Goal 5: Local government energy efficiency expertise becomes widespread and typical.

The District will continue to integrate the applicable strategic goals of the CA-LTEESP into all aspects of the Partnership in coordination with SDG&E in order to help meet California's vision for local governments:

"By 2020, California's local governments will be leaders in using energy efficiency to reduce energy use and global warming emissions both in their own facilities and throughout their communities."

To respond to the varying legislative requirements and state guidance documents, the Partnership is divided into the following six program components:

- 1) Education and Outreach
- 2) District Operations Energy Management
- 3) Climate Planning
- 4) Green Business Network
- 5) Administration and Program Implementation
- 6) Collaborative Projects With Other SDG&E Local Government Partners - San Diego Regional Energy Partnership

Table 1 summarizes each program component including a description of the anticipated activities, the lead District department, and the target audience.

Consistent with the adaptive management processes for the District's CAP and the Board of Port Commissioners (BPC) Policy 750, Guidelines for Implementing GHG Reduction Measures, the comprehensive tracking, monitoring, and reporting of strategic program components for the Partnership will be conducted in alignment with CAP assessment reporting and in addition to the annual progress report prepared for SDG&E. Comprehensive three year CAP assessments are anticipated under BPC 750 to ensure progress towards the District's energy efficiency goals, GHG reduction goals, and climate action and adaptive planning strategies. The Partnership program components will be evaluated as a part of this assessment to ensure consistency. Furthermore, an assessment of evolving state-wide legislation will be necessary to reevaluate the Partnership and ensure that the District is meeting California State requirements. Evolving energy and climate planning legislation further necessitates an adaptive approach over the Partnership term and may require future amendments to the CAP.

To provide for the flexibility to account for evolving legislative requirements and CAP implementation planning processes, as defined by BPC 750, short-, mid- and long-term deliverables defined within the Partnership are to be evaluated during the comprehensive CAP assessments to ensure that the District is on track to meet CAP GHG reduction goals, achieve defined implementation measures, and respond to potential future amendments and assessments of the CAP.

Table 1. SDG&E/District Energy Efficiency Partnership Program Components

Partnership Component	Description	District Department Lead	Target Audience	Total Program Component Budget
1. Education and Outreach	<ul style="list-style-type: none"> • Training, workshops, certifications, marketing, and outreach. 	<ul style="list-style-type: none"> • Environmental & Land Use Management • Marketing & Communications 	District staff, tenants, and the general public	\$20,785
2. District Operations Energy Management	<ul style="list-style-type: none"> • Identification and execution of retrofit opportunities (through alternative funding mechanisms outside of the Partnership) and processes to facilitate ongoing energy efficiency activities within District operations. 	<ul style="list-style-type: none"> • Environmental & Land Use Management • General Services • Procurement • Engineering – Construction • Maritime 	General Services, Procurement, and Engineering – Construction	\$280,990
3. Climate Planning	<ul style="list-style-type: none"> • Implementation of the CAP and/or periodic assessments of the CAP, with a focus on energy 	<ul style="list-style-type: none"> • Environmental & Land Use Management 	District staff and tenants	\$124,180

Partnership Component	Description	District Department Lead	Target Audience	Total Program Component Budget
	conserving measures and climate planning.			
4. Green Business Network	<ul style="list-style-type: none"> Implementation of the Green Business Network, an energy efficiency education and technical assistance program for businesses within the District's jurisdiction. 	<ul style="list-style-type: none"> Environmental & Land Use Management Real Estate Maritime Marketing & Communications 	District tenants and general public	\$221,845
5. Administration and Program Implementation	<ul style="list-style-type: none"> Program implementation, staff time, staff-extension time, and administrative activities. 	<ul style="list-style-type: none"> Environmental & Land Use Management Engineering – Construction General Services Maritime Real Estate Finance 	Environmental & Land Use Management and SDG&E	\$22,165
6. Collaborative Projects With Other SDG&E Local Government Partners - San Diego Regional Energy Partnership	<ul style="list-style-type: none"> Region-wide energy efficiency initiatives and collaboration. 	<ul style="list-style-type: none"> Environmental & Land Use Management 	District staff, District tenants, and the general public	\$22,875
Annual Total:				\$692,840

The six program components of the Partnership are further defined by objectives that have been identified to meet specific District and regulatory requirements (as summarized in Table 2). Section 2 provides detailed information on the objectives, deliverables, and timelines of each program component. Optional deliverables have been identified should there be an opportunity to go beyond a five year scope of work.

Table 2. Program Objectives and District Energy Efficiency Partnership Drivers / Requirements

Program Components / Objectives ¹	Climate Action Plan Measures ²	CA-LTEESP	AB 758 Energy Efficiency for Existing Buildings	EO B-32-15 California Freight System Efficiency	AB32; EO S-3-05; EO B-30-15
Program Component 1: Education and Outreach					
1-A: Conduct Energy Efficiency Training for Staff	EB5, MP1	X	X	X	X
1-B: Conduct Energy Efficiency Outreach for the Community	EB5, MP1	X			X
1-C: Develop Energy Efficiency Learning and Engagement Tools	MP1	X			X

Program Components / Objectives ¹	Climate Action Plan Measures ²	CA-LTEESP	AB 758 Energy Efficiency for Existing Buildings	EO B-32-15 California Freight System Efficiency	AB32; EO S-3-05; EO B-30-15
1-D: Participate in a Port-to-Port Regional Working Group for Energy and Climate Planning	TA1	X		X	
Program Component 2: District Operations Energy Management					
2-A: Conduct Energy Audits at District Operated Facilities	TA1, EB4	X	X	X	X
2-B: Develop an Energy Strategic Plan for District Operations and Conduct Energy Efficient Facility Retrofits	TA1, EB3, EB4, EB6, EL2, EL3, EL4,	X	X	X	X
OBJECTIVE 2-C: DEVELOP AN ENERGY EFFICIENCY, CLIMATE ACTION PLAN, AND SUSTAINABILITY DATA TRACKING FRAMEWORK	MP1	X	X	X	X
OBJECTIVE 2-D: ENHANCE THE DISTRICT ENERGY MANAGEMENT SYSTEM	EB3, EB4, EB5	X	X		X
OBJECTIVE 2-E: DEVELOP TEMPLATE SPECIFICATIONS, DESIGN CRITERIA, AND CONTRACT LANGUAGE FOR ENERGY EFFICIENCY PROJECTS	EB1, EB2, EB3, EB4, EL1, EL2	X	X	X	X
OBJECTIVE 2-F: DEVELOP GEOGRAPHIC INFORMATION SYSTEM ENERGY-FOCUSED DATA SETS AND CONDUCT OTHER TECHNOLOGICAL ASSESSMENTS TO PROMOTE ENERGY EFFICIENCY RETROFITS AND IDENTIFY INFRASTRUCTURE NEEDS ACROSS DISTRICT TIDELANDS	EB3, EB4, EB6, EL2	X	X	X	X
OBJECTIVE 2-G: IDENTIFY OPPORTUNITIES TO OPTIMIZE ENERGY EFFICIENCY THROUGH THE PLANNING PROCESS	ME1, MP3	X		X	X
OBJECTIVE 2-H: EVALUATE INFORMATION TECHNOLOGY AND ELECTRONIC EQUIPMENT ENERGY EFFICIENCY	EB3	X	X		X
Program Component 3: Climate Planning					
OBJECTIVE 3-A: CONDUCT GREENHOUSE GAS EMISSIONS INVENTORIES	MP8	X			X
OBJECTIVE 3-B: IMPLEMENT A SUSTAINABLE LEASING PROGRAM	EB2, EB3, EB4, EB5, EB7, EL1, MP2, MP6, MP7, MP8, MP9				X
Objective 3-C: Develop District and Maritime Tenant Operational Energy Efficiency Needs Assessment	TA1, TA2, TA3, TA4, TE9	X	X	X	X
Program Component 4: Green Business Network					

Program Components / Objectives ¹	Climate Action Plan Measures ²	CA-LTEESP	AB 758 Energy Efficiency for Existing Buildings	EO B-32-15 California Freight System Efficiency	AB32; EO S-3-05; EO B-30-15
4-A: Conduct Green Business Network Training and Outreach	EB5, MP4	X		X	X
4-B: Facilitate Green Business Network Energy Assessments and Energy Efficiency Technical Assistance	TA2, TA3, TA4, TA5, TA6, TE1, TE9, EB5, ME1, MP3	X	X	X	X
Program Component 5: Administration and Program Implementation					
5-A: Develop Administrative Cross-Functional Energy Management Tracking Processes and Responsibilities	MP1	X	X	X	X
Program Component 6: Collaborative Projects With Other SDG&E Local Government Partners - San Diego Regional Energy Partnership					
6-A: District Contribution to the San Diego Regional Energy Partnership	MP1	X	X	X	X
¹ In the event that future CAP Implementation Measures are added, the program components, objectives, and associated deliverables are subject to change to respond to CAP amendments, legislative requirements, and additional Board and District guidance. In the event that CAP amendments result in changes to the Partnership program, an amended Agreement will be approved by both the District and SDG&E. ² Refer to Attachment A for more specific information on the referenced CAP Implementation Measures.					

2. PARTNERSHIP COMPONENTS

The six Partnership program components described in this section include a series of supporting objectives, an overview of the respective program objectives, a summary table listing annual deliverables, and budget summary for each program component.

PROGRAM COMPONENT 1: EDUCATION AND OUTREACH

The Education and Outreach component strives to increase District staff understanding of energy efficiency and SDG&E Core Programs through continuing education. Education and training opportunities serve as key capacity building efforts, enabling individuals to incorporate lessons learned and best practices into their daily work.

OBJECTIVE 1-A: CONDUCT ENERGY EFFICIENCY TRAINING FOR STAFF

Effectively communicating the need for energy management and providing training and guidance on how to implement specific strategies can help the District achieve greater energy reductions and gain more support for initiatives. Success in achieving energy reduction goals will be easier to achieve when District staff are educated on the reasons for any changes (what are the goals), trained on work practice changes (how to engage), and regularly informed on how action plan progress is matching up to goals (progress reports).

Energy efficiency training and education is both formal, with specific learning objectives (compliance or policy-related training will be documented), and informal, with educational materials provided via posters, newsletters, e-blasts, and other media. Engaged and informed District staff tend to be more capable of supporting the energy efficiency future needs of the District and can further promote achievement of the CPUC energy goals and targets.

SDG&E Deliverables

- Quarterly SDG&E will provide detailed information (i.e., Training Program Name, Date/Time, Location, and quantity of District staff that attended the training session) on training opportunities that District staff has pursued independent of District-offered/coordinated training sessions for the purposes of including in quarterly SDG&E and CPUC reports.

OBJECTIVE 1-B: CONDUCT ENERGY EFFICIENCY OUTREACH FOR THE COMMUNITY

Consistent with the CAP, the District will increase public awareness of climate change and climate protection challenges, and support community reductions of GHG emissions through coordinated, creative public education and outreach, and recognition of achievements. The District will conduct a minimum of one community outreach event per year in collaboration with SDG&E. This may require marketing materials, which will be developed as needed to support these efforts. Targeted outreach opportunities and marketing materials will be evaluated on an annual basis to determine focused efforts to engage the District community (including both the public and District tenants) on energy efficiency and energy management.

SDG&E Deliverables

- In coordination with the District, SDG&E will conduct a minimum of one community outreach event per year.

OBJECTIVE 1-C: DEVELOP ENERGY EFFICIENCY LEARNING AND ENGAGEMENT TOOLS

The District will develop a learning portal accessible to District staff which will include all quarterly published training memos/updates (as referenced in Objective 1-A), tips and tricks for energy management within the District business operations and facilities, recommendations for home energy best management practices, and information/weblinks to local and regional training opportunities. The learning portal may also include access to web-based courses developed by the District that are focused on energy efficiency and sustainability initiatives pertinent to sustainable business operations. The focus of the course portal would be to register staff training activities and completed courses to better gauge the number of District staff that have received basic, intermediate, and advanced training on energy efficiency practices and energy management strategies.

OBJECTIVE 1-D: PARTICIPATE IN A PORT-TO-PORT REGIONAL WORKING GROUP FOR ENERGY AND CLIMATE PLANNING

The District will participate in the development of a Port-to-Port (peer-to-peer) regional (California or Southern California focused) working group to support the adoption of tools and implementation models aimed at the development of “reach” standards and programs related to energy efficiency, GHG reduction measures, energy efficiency related elements of climate action planning, and energy efficiency related measures encompassed in sustainable development practices.

PROGRAM COMPONENT 1: EDUCATION AND OUTREACH		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
1-A	Prepare quarterly training memos/updates to communicate energy efficiency training opportunities and tips to District staff. The District will leverage SDG&E and other local agency training and workshop opportunities by advertising relevant events to District staff through quarterly correspondence. The District will track and distribute certification and conference opportunities to further encourage energy efficiency continuing education.	X	X	X	X	X
	The District, in conjunction with the Workforce, Education and Training (WE&T) Program, will also hold training targeted at District staff on an as-needed basis. This includes potential training opportunities such as Certified Energy Manager, Envision, Leadership in Energy and Environmental Design (LEED), Home Energy Coach, and targeted energy efficiency training for the unique businesses on District tidelands.	X	X	X	X	X
	Prepare and submit a quarterly list of Port-wide energy efficiency-related training and certification requests (that require reimbursement) for review by the Green Port and SDG&E partnership administrators.	X	X	X	X	X
	Conduct in-person training for approximately 25 District staff annually.	X	X	X	X	X
	Conduct three training sessions/events for District staff per year (potentially in a webinar format for District staff located at various facility locations).	X	X	X	X	X
1-B	Participate in a minimum of one community outreach event per year in collaboration with SDG&E.	X	X	X	X	X
	Prepare an annual outreach and/or event summary of all trainings/events hosted by the District for the public.	X	X	X	X	X
	Submit images, copies, and samples of marketing materials prepared by the District.	X	X	X	X	X
	Provide the public with information on energy efficiency and climate action planning via the District and/or CAP websites.	X	X	X	X	X
1-C	Develop an on-boarding package for new District staff that includes training materials, an office/cubicle energy efficient configuration evaluation, and a checklist of energy management review items that instill and promote energy efficient workplace behavior.	X				

PROGRAM COMPONENT 1: EDUCATION AND OUTREACH		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	Develop an evaluation framework and survey to better document, study and assess staff energy behavior within District operations. Identify workplace behaviors that may have direct and indirect impacts on energy use.		X			
	Evaluate the potential to do an energy behavior-based program that identifies strategies and energy behavior projects/initiatives that promote energy efficient practices throughout the District. Potential energy behavior projects may include, but are not limited to, charting a District-wide energy-saving competition (between floors/departments), conducting office and cubicle tune-ups to identify energy-saving opportunities and providing guidance on optimal workstation set-up/configurations, facilitation of regular energy-focused staff meetings (i.e., Green Team) to discuss initiatives to reduce energy use in the workplace, and encouraging colleagues to make an energy use pledge.			X	X	
	Evaluate the potential to develop a learning portal education series specific to educating District staff on energy efficient best management practices and sustainable business operations (potentially including the capability to track participation and educational goals).			X	X	X
1-D	Hold annual or biannual conference calls and/or webinars to share best management practices and information on energy efficient technologies applicable to Ports.	X	X	X	X	X
	Hold one in-person meeting/tour per year at a partnered Port agency to gain first-hand knowledge of energy efficiency projects/practices and equipment in-place.	X	X	X	X	X
	Identify and document Port agencies that have adopted/developed tools and implementation models for energy efficiency and climate action planning.	X				
	Prepare a summary of identified tools and implementation models identified through a Port-to-Port Regional Working Group.	X				
	Develop an inventory of best management practices for energy efficiency within the Port-sector. Identify areas where energy efficiency, advancements in energy management, and energy infrastructure within the Port-sector have promoted increased commerce.		X			
	Evaluate the potential to develop Port-specific "reach" standards for energy efficiency and climate action planning specific to cargo handling and cruise ship terminal operations.			X		

PROGRAM COMPONENT 1: EDUCATION AND OUTREACH		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	Hold a Port-to-Port energy efficiency showcase/workshop focused on lessons learned, challenges faced, and opportunities for continued development of “reach” standards in energy efficiency and climate action planning.				X	
	Prepare a report on the successes of the Port-to-Port working group and establish focus areas moving forward. Evaluate the success of the working group to determine program implementation and deliverables targeted at developing Port industry-specific energy efficiency and climate action planning implementation strategies, policies, and programs.					X

Program Component 1: EDUCATION AND OUTREACH (3% of Total Budget)		
Budget Category:	Dollars	Percentage
Administrative (A)	\$2,080	10%
Marketing, Education and Outreach (ME&O)	\$1,245	6%
Direct Implementation (DI)	\$17,460	84%
TOTAL:	\$20,785	100%

PROGRAM COMPONENT 2: DISTRICT OPERATIONS ENERGY MANAGEMENT

The District Operations Energy Management component of the Partnership will build on the success of previous District facility retrofit efforts and continue to maximize energy efficiency and demand response opportunities within District-operated facilities. A reliable and updated infrastructure will support the future needs of the District and the State of California and help achieve CPUC energy goals and targets. This component will include opportunities and strategies to reduce kWh, kW and therms used by District operations, and reduce GHG emissions through retrofits, the integration of building energy management systems, and other energy efficiency activities.

OBJECTIVE 2-A: CONDUCT ENERGY AUDITS AT DISTRICT OPERATED FACILITIES

Comprehensive energy audits were conducted at all major District operated facilities between 2014 and 2015. The District will continue to conduct comprehensive energy audits every 3-5 years and in coordination with other asset management-related efforts.

SDG&E Deliverables

- On a quarterly basis SDG&E will provide energy usage data to the District for District owned and operated facilities to support energy benchmarking. Data to be provided

includes usage data in kWh, KW and therms using the District of San Diego SDG&E list of account numbers for District facilities.

OBJECTIVE 2-B: DEVELOP AN ENERGY STRATEGIC PLAN FOR DISTRICT OPERATIONS AND CONDUCT ENERGY EFFICIENT FACILITY RETROFITS

Utilizing the data collected from the District's energy audits and operational GHG inventory analysis, the District will refine the energy use profile to identify energy use distribution among the building systems and facilities (e.g., heating, cooling, water, lighting, office equipment, refrigeration, etc.). The District will use this information to develop an Energy Strategic Plan for District Operations which will identify opportunities for energy efficiency facility retrofits. The Plan will align with the preliminary GHG reduction target for 2020 (10%) to ensure that CAP goals are achieved. The Plan will also include a comprehensive list of measures or projects designed to meet the energy reduction goals. In addition, the Plan will outline the required infrastructure, resources, return on investment analysis, and execution strategies to facilitate the prioritization of implementation projects. As articulated in Objective 2-C, the District will track, measure, and report on energy and GHG reductions through a data tracking dashboard (to be developed by the District, pending the availability of funding).

The District will continue to make energy efficiency retrofits to its operations to continue to reduce energy at District operated facilities. The District will continue to identify, prioritize, and complete additional lighting retrofits which it had successfully accomplished through past partnership funding cycles between 2010 and 2015. Lighting retrofits pursued to-date have included a combination of replacing inefficient lights with energy efficient LEDs and induction lighting at District-owned parking lots, parks, and within District Operated buildings. Opportunities for energy efficiency retrofits still remain for parks, walkways, exterior building lighting, terminals, traffic lights, and piers, which may also include the installation of adaptive controls to further increase energy savings.

To facilitate the prioritization of remaining lighting retrofits, as a part of the Energy Strategic Plan, the District will prepare a lighting study at key areas within its jurisdiction (particularly for parking lots, parks, along walkways, and at terminals) to identify lighting needs, for both safety and operation, as well as the feasibility to reduce the number of lighting fixtures. A lighting study should also include a financial analysis (i.e., payback requirements, return on investment, rebate estimates) to prioritize and budget for retrofit projects. As phasing of the District-operated lighting retrofits are completed, the District will identify additional opportunities for energy efficient retrofits. Additional opportunities for building retrofits that promote energy efficiency exist throughout District-operated facilities, and improvements to the building envelope (i.e., insulation, glazing, cool roof retrofits, etc.) and at vending machine with the installation of occupancy sensors. The District will conduct a study of potential building retrofits at District-operated facilities that promote energy efficiency and are aligned with the District's Asset Management Program. A financial analysis of building retrofits will also be used to prioritize projects. The identification of building retrofit opportunities will be included in the District's Energy Strategic Plan.

OBJECTIVE 2-C: DEVELOP AN ENERGY EFFICIENCY, CLIMATE ACTION PLAN, AND SUSTAINABILITY DATA TRACKING FRAMEWORK

Pending the availability of funding, the District will track, measure and report energy and GHG reduction goals via the use of a data tracking framework to promote efficient data reporting and sharing across departments. The data tracking framework would be developed by the District to capture data collected during energy benchmarks/audits, GHG emissions inventories, and to track the implementation of projects and initiatives identified in the Energy Strategic Plan (Objective 2-B), the CAP, and the Green Port Program. The data tracking framework would be designed to verify that the District is meeting intended goals, track cost and operational utility savings, and report on successes or failures of projects and initiatives in order to inform the District's next steps and criteria for future projects. Features of the data tracking framework may include documentation of energy use and savings, the status of CAP tracking of goals and implemented measures, and report outputs, including summary report cards. In addition, the data tracking framework could be used as a communication channel to keep staff and the community informed of the District's commitments and progress.

OBJECTIVE 2-D: ENHANCE THE DISTRICT ENERGY MANAGEMENT SYSTEM

Pending resource availability, the District will identify and implement technological solutions (e.g., Smart Cities – Smart Ports) to help manage energy use, advance equipment monitoring/functionality, and ensure remote scheduling capabilities within District-Operated facilities. The intent of a building energy management system would be to continually improve energy efficiency through system optimization, identify system problems in advance, and pinpoint necessary corrective actions.

OBJECTIVE 2-E: DEVELOP TEMPLATE SPECIFICATIONS, DESIGN CRITERIA, AND CONTRACT LANGUAGE FOR ENERGY EFFICIENCY PROJECTS

The District will develop in-house design policies that will drive the utilization of energy efficient products and systems. Periodic reevaluation of energy efficient design policies is necessary to ensure consistency with the latest code requirements. As part of developing standardized policies, the District will develop energy efficient lighting principles/criteria to establish efficiency thresholds and requirements to minimize the impacts of light pollution affecting local species due to night lighting.

OBJECTIVE 2-F: DEVELOP GEOGRAPHIC INFORMATION SYSTEM ENERGY-FOCUSED DATA SETS AND CONDUCT OTHER TECHNOLOGICAL ASSESSMENTS TO PROMOTE ENERGY EFFICIENCY RETROFITS AND IDENTIFY INFRASTRUCTURE NEEDS ACROSS DISTRICT TIDELANDS

The District will develop an assessment of the Geographic Information System (GIS) needs for mapping and managing energy infrastructure (e.g., utility locations, meters/sub-meters, etc.), energy assets (e.g., electrified equipment) and energy-related retrofits conducted to-date (e.g., lighting/building retrofits). An accurate and up-to-date GIS dataset of energy-related infrastructure will assist District staff with regular maintenance of assets to ensure efficiency. The District will utilize the GIS dataset of energy infrastructure and assets to better evaluate and manage energy retrofits and facility improvements. Consistent with the District's GIS Strategic Plan and GIS standards, new or enhanced GIS data sets related to energy infrastructure and assets need to be developed to meet the District's requirements, as well as ensure integration capabilities with outside agencies. Pending available data, site surveys of energy assets may be needed to ensure GIS accuracy. In addition, GIS must integrate into other enterprise energy management dashboards/software (as tools for energy management are developed throughout the District).

OBJECTIVE 2-G: IDENTIFY OPPORTUNITIES TO OPTIMIZE ENERGY EFFICIENCY THROUGH THE PLANNING PROCESS

The District will ensure coordination between GHG reduction efforts and the Port Master Plan Update to align with, support, and enhance any regional plans that are developed to ensure consistency with state guidance to achieve reductions in GHG emissions. The District will continue to examine the development of goals, policies, and elements to be incorporated or referenced into the Port Master Plan Update that enable the deployment of energy efficient designs and land use distributions. This objective will support the need for staff resources to provide input and prepare research for the Port Master Plan Update where there is a need to incorporate criteria for energy efficient design and land use distribution.

OBJECTIVE 2-H: EVALUATE INFORMATION TECHNOLOGY AND ELECTRONIC EQUIPMENT ENERGY EFFICIENCY

The District has focused on the consolidation of information technology (IT) electronic equipment and is migrating to a blade server. These IT-related energy efficiency initiatives will be expanded to include contractor support for enterprise energy management software to further promote energy efficiency at individual workstations in order to promote software and security updates in a power saving environment. In coordination with the Business Information and Technology Services (BITS) Department, the implementation of enterprise software will be assessed to identify energy efficiency opportunities. The District will also survey existing electronic equipment and identify opportunities for the phasing out of aged electronic equipment / electronic equipment infrastructure to further promote energy efficiency.

In addition, through direct coordination with the BITS and Procurement Services Departments, the District will develop a comprehensive electronic stewardship policy and program to promote

and maximize energy efficient procurement and contracting practices. An electronic stewardship policy may address requirements for lifecycle cost analysis when evaluating electronic equipment procurement (i.e., prioritizing equipment purchases that have longer lengths of service, greater energy efficiency (e.g., ENERGY STAR certification, etc.), low maintenance, continued IT energy management and efficiency), energy management requirements and assignment of responsibilities, and improvements to the District's tracking for electronic waste disposal and diversion.

PROGRAM COMPONENT 2: DISTRICT OPERATIONS ENERGY MANAGEMENT		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
2-A	Identify and prioritize the next phase of comprehensive energy efficiency audits for District-operated facilities.	X				
	Conduct comprehensive energy efficiency audits of District-operated facilities (minimum of one per year).	X	X	X	X	X
2-B	Develop an Energy Strategic Plan for District Operated facilities.	X				
	Prepare a status report on the implementation of the Energy Strategic Plan. Annually reevaluate priority implementation projects and measures to meet the goals of the Energy Strategic Plan (consistent with the CAP GHG reduction targets and associated measures).	X	X	X	X	X
	Create a prioritized list of feasible lighting and facility retrofits to include, but is not limited to, building systems, parks, walkways, exterior building lighting, terminals, and piers. For each identified project, conduct a financial analysis and identify applicable rebates/incentives.	X				
	Initiate and complete phased energy efficiency lighting and facility retrofits. Annually reevaluate opportunities for phased energy efficiency lighting and facility retrofits.	X	X	X	X	X
	Prepare an energy efficiency lighting study of key areas within the District (particularly for parking lots, parks, along walkways, and terminals) to identify minimum requirements for lighting and illumination levels required by current guidelines.		X	X		
2-C	Develop a comprehensive framework/outline of the data and reporting needs for energy efficiency, the CAP, and the Green Port Program.	X				

PROGRAM COMPONENT 2: DISTRICT OPERATIONS ENERGY MANAGEMENT		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	Develop an energy efficiency, CAP, and Green Port Program data tracking framework that meets all District tracking, measuring and reporting requirements. Identify applicable data framework/software capabilities, and the potential for integration/streamlining with other District enterprise systems/software already utilized or under review by other departments to ensure a framework is developed to meet several stakeholder requirements. Utilize the energy efficiency, CAP, and the Green Port Program data tracking framework to monitor all relevant data per varying data entry timelines (i.e., monthly, quarterly, and annually).		X	X	X	
	Reevaluate the ongoing needs of the District to refine the energy efficiency, CAP, and Green Port Program data tracking framework to meet changing requirements. Where necessary, develop/restructure new components of the energy efficiency, CAP, and Green Port Program data tracking framework identified during the reevaluation process.					X
2-D	Assess building energy management system needs for District-operated facilities and identify systems that are capable of integrating with existing enterprise software and dashboard environments (potentially to include regional energy management systems/dashboards).	X	X			
	Continue to identify and address building energy management system maintenance and upgrade requirements to meet CAP reduction targets.			X	X	
2-E	Develop energy efficient lighting criteria (i.e., establish minimum efficiency thresholds, requirements to minimize light pollution affecting local species due to night lighting, etc.).	X				
	Develop in-house design policies that will drive the utilization of energy efficient products and systems.	X	X	X		
	Reevaluate and update in-house design policies to ensure that the District is utilizing energy efficient products and systems.				X	X
2-F	Develop an assessment of the GIS needs (and the potential for contractor support) to comprehensively map and manage energy infrastructure, assets, and energy-related retrofits to-date.	X				

PROGRAM COMPONENT 2: DISTRICT OPERATIONS ENERGY MANAGEMENT		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	Integrate energy-focused GIS needs into the existing District database model through existing feature classes or newly created feature classes and develop the governance processes for maintaining energy-related data sets. Conduct other technological assessments, as needed, to identify and manage energy infrastructure, assets, and energy-related retrofits to-date.		X			
	Map and populate GIS data model with datasets for energy infrastructure and assets. Continue to maintain the GIS datasets for energy infrastructure and assets.		X	X	X	X
	Develop an accurate and up-to-date GIS dataset of energy-related infrastructure to assist District staff with the regular maintenance of assets to ensure efficiency and identify energy inefficient assets that should be replaced or retrofitted. Integrate GIS into other enterprise energy management dashboards/software (as tools for energy management are developed throughout the District). Utilize the GIS dataset to better evaluate and manage energy retrofits and facility improvements. Pending available data, site surveys of energy assets may be needed to ensure GIS accuracy.		X	X	X	X
2-G	Utilize staff resources for the review of and input to the Port Master Plan Update with regards to energy-related goals, policies, and elements.	X	X	X		
	Identify staffing resource needs to continue to facilitate ongoing implementation, review, and input to the implementation of the Port Master Plan Update.			X	X	X
2-H	Assess potential enterprise management software and potential energy savings opportunities. Include a financial analysis of software costs, and corresponding energy use related to IT equipment and savings potential.	X				
	Survey existing electronic equipment and identify opportunities to promote energy efficiency through the phasing out of aged equipment.		X			
	Develop an electronic stewardship policy to promote and maximize energy efficient procurement and contracting practices, energy management requirements for IT equipment, and institutionalize electronic waste disposal and diversion practices.		X	X		

PROGRAM COMPONENT 2: DISTRICT OPERATIONS ENERGY MANAGEMENT		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	Develop an electronic stewardship program pursuant to the development of a policy. Continue to implement and report on an electronic stewardship program pursuant to the development of a policy.				X	X

PROGRAM COMPONENT 2: DISTRICT OPERATIONS ENERGY MANAGEMENT (42% of Total Budget)		
Budget Category:	Dollars	Percentage
Administrative (A)	\$5,820	2%
Marketing, Education and Outreach (ME&O)	\$7,450	3%
Direct Implementation (DI)	\$267,720	95%
TOTAL:	\$280,990	100%

PROGRAM COMPONENT 3: CLIMATE PLANNING

The District's CAP was adopted in December 2013 and establishes a comprehensive plan to reduce GHG emissions from the District's jurisdiction by 10% in 2020 and 25% in 2035 from the 2006 baseline year. The CAP outlines GHG reduction strategies in six key areas, including energy conservation and efficiency, which accounts for more than 20% of the District's total 2020 GHG reduction goal. The objectives below identify opportunities to promote the District's achievement of GHG reduction goals.

OBJECTIVE 3-A: CONDUCT GREENHOUSE GAS EMISSIONS INVENTORIES

The District will conduct an annual GHG emissions inventory of District-operated facilities, and will continue the development of internal monitoring processes to facilitate ongoing energy efficiency. The tracking and monitoring of the CAP implementation will occur through annual progress reports and comprehensive CAP assessments, pursuant to BPC Policy 750. Partnership progress reports will be aligned with the comprehensive CAP assessments to account for and align with status updates on current measures and the approved budget. Evolving performance indicators and targets will be developed as CAP measures are implemented under the scope of the Partnership and as a means to monitoring and evaluating program goals consistent with State goals and legislative requirements.

SDG&E Deliverables

- SDG&E to provide data for District operations on an annual basis to support GHG inventory efforts. Data to be provided includes usage data in kWh, KW and therms using the District of San Diego SDG&E list of account numbers for District facilities.

OBJECTIVE 3-B: IMPLEMENT A SUSTAINABLE LEASING PROGRAM

The District will develop a number of strategies aimed at integrating energy efficiency into core planning processes across the District through the implementation of the Sustainable Leasing Program. The Program will include a Sustainable Leasing Policy and administrative practices which addresses requirements for new and amended leases, and associated tenant development projects. In addition, the Program includes the implementation of a Utility Usage Reporting Ordinance and associated procedures requiring the reporting of all utility usage on District tidelands. The implementation of a Sustainable Leasing Program is intended to advance achievement of the District's CAP and achieve GHG reduction goals through energy benchmarking and the identification of opportunities for continued energy savings through energy assessments and performance evaluations. The Green Performance Standards will establish thresholds for an incentive-based program that includes the criteria for Sustainable Features Plans. The intent of the Sustainable Leasing Program is to advance the following CAP measures:

- EB5: Energy Efficiency Funding: Increase awareness and coordinate use of incentives for tenants to invest in energy efficiency upgrades.
- EL1: Develop and implement performance standards for exterior lighting of commercial and industrial buildings and parking lots, which include minimum and maximum lighting levels while providing a safe environment.
- MP6: Develop a Green or Sustainable Lease standard.
- MP: Require through lease conditions, reduction measures, and other mechanisms building and operational energy and water audits and plan to implement cost-effective recommendations on a schedule consistent with the size of the tenant and the length of the lease.

SDG&E Deliverables

- In alignment with the CPUC data sharing standards, SDG&E will provide the District with aggregated tenant energy use data by February 20 of each Program year for the preceding calendar year (unless otherwise requested, pending revisions to the implementation of the Utility Usage Reporting Ordinance (Ordinance)) to facilitate compliance verification with the Ordinance adopted by the District in December 2015. The aggregated tenant energy usage data will include all utility accountholders within the District's jurisdiction (energy used by tenant customers) and will be aggregated by SDG&E by sector (per the Ordinance and/or CAP designations, as defined by District staff) and by jurisdiction (i.e., City of San Diego, City of Coronado, City of Chula Vista, National City, and City of Imperial Beach). This data provided to the District will be generated from SDG&E held accounts for all energy usage data in kWh, KW and therms for all tenant customers within the District's jurisdiction.

OBJECTIVE 3-C: DEVELOP DISTRICT AND MARITIME TENANT OPERATIONAL ENERGY EFFICIENCY NEEDS ASSESSMENT

The District will conduct a survey and needs assessment of District and maritime tenant owned/operated equipment to ensure that upgrades to equipment are energy efficient. The energy efficiency needs assessment will address the criteria and prioritization for equipment and

infrastructure upgrades related to cargo and cruise operational and handling equipment. This needs assessment will facilitate the understanding of energy inefficiencies and opportunities for energy efficiency upgrades.

In alignment with the State of California's GHG reduction goals, the District will ensure that strategies are in place to promote energy efficient products, technologies, and infrastructure while promoting freight efficiency and competitiveness. This assessment will address the needs for modernized facilities that promote energy efficiency, increased commerce, prioritize District and Maritime Tenant infrastructure upgrades, and provide financial analyses. Building on the Port-to-Port regional working group collaboration, the District will identify advanced technologies and energy efficient equipment being used by competitive Ports. In addition, the District will leverage on other California Air Resources Board requirements to identify opportunities for demonstration projects to advance zero-emissions technologies and promote energy efficiency.

PROGRAM COMPONENT 3: CLIMATE PLANNING		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
3-A	Conduct annual GHG emissions inventories for District-operated facilities and prepare report (annually), with the following key milestones: o Second Quarter/Year – Begin GHG inventory data collection for District-operations conducted during the prior calendar year. o Third Quarter/Year – Submit District operations GHG inventory to The Climate Registry to publicly disclose and register emissions.	X	X	X	X	X
3-B	Develop and continue to refine resources to facilitate the implementation of the Sustainable Leasing Program, including providing tenants with the support needed to utilize required benchmarking tools.	X	X	X	X	X
	Develop a process, in coordination with the Real Estate Department, to track the implementation of the Sustainable Leasing Program. Work with the Engineering Department to implement sustainability into District projects.	X	X	X		
	Assess tenant participation in the Sustainable Leasing Program and progress towards CAP GHG reduction goals.	X	X	X	X	X
3-C	Conduct a survey and needs assessment of inefficient District and maritime tenant owned/operated equipment to ensure that upgrades to equipment are energy efficient. The energy efficiency needs assessment will address the needs for modernized facilities that promote energy efficiency, increased commerce, prioritize District and Maritime Tenant infrastructure upgrades, and	X	X	X	X	X

PROGRAM COMPONENT 3: CLIMATE PLANNING		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	provide financial analyses. The District will ensure that strategies and criteria are developed to promote energy efficient products, technologies, and infrastructure while promoting freight efficiency and competitiveness.					

PROGRAM COMPONENT 3: CLIMATE PLANNING (18.5% of Total Budget)		
Budget Category:	Dollars	Percentage
Administrative (A)	\$1,270	1%
Marketing, Education and Outreach (ME&O)	\$4,630	4%
Direct Implementation (DI)	\$118,280	95%
TOTAL:	\$124,180	100%

PROGRAM COMPONENT 4: GREEN BUSINESS NETWORK

The Green Business Network (Network) is a voluntary integrated program designed to provide no-cost tools and resources to businesses within the District's jurisdiction to help reduce their energy use and environmental impacts. Members of the Network include waterfront industries, hotels, marinas, restaurants, and shops. Building on the success of the previous funding cycles, the District will continue to engage businesses through the Network. The program will also continue to offer no-cost resources to Network members such as educational training, marketing videos, and energy audits (pending annual availability of funding). In addition, the District will target outreach initiatives to engage Network members on energy assessments and assistance with implementation of energy efficiency retrofits, including support navigating SDG&E Core Programs.

OBJECTIVE 4-A: CONDUCT GREEN BUSINESS NETWORK TRAINING AND OUTREACH

SDG&E and other local agencies offer exceptional training and workshop opportunities that are applicable to District tenants, and in particular, to Network Members. The District will leverage these opportunities by advertising relevant events to tenants through bi-monthly correspondence. Professionally trained tenants will better support the future needs of the District and the State of California and will help achieve CPUC energy goals and targets. In addition, the District will develop opportunities for Tenant networking to share information on energy- and sustainability-related best management practices. To ensure efficiency of the training and outreach program, the District will seek the support of an all-encompassing marketing firm capable of implementing the various deliverables of this objective.

SDG&E Deliverables

- SDG&E will provide data on a quarterly basis of detailed training opportunities that tenants have pursued independent of District -offered/coordinated training sessions for the purposes of inclusion in quarterly SDG&E reports.
- SDG&E will provide the following data on an annual basis (calendar year) for the purposes on reporting the successes of the Network and targeting additional training, outreach and marketing efforts:
 - Number of Businesses, and if possible identification of which businesses, that participated in rebate, incentive, and additional SDG&E programs (i.e., Direct Install)
 - Total dollar amount of rebates and incentives that Network Members received
 - Total kWh savings as a result of these rebates and incentives
 - Total kWh usage (by Sector) of Network Members (consistent with the designations identified by the Utility Usage Reporting Ordinance adopted by the District in December 2015 and CPUC data aggregation standards)
 - Total therms savings as a result of these rebates and incentives
 - Total therm usage (by Sector) of Network Members (until the Sustainable Leasing Program and associated benchmarking process is established)
 - List of tenants that have attended SDG&E sponsored trainings
 - List of tenant businesses that have participated in SDG&E sponsored energy audits.

OBJECTIVE 4-B: FACILITATE GREEN BUSINESS NETWORK ENERGY ASSESSMENTS AND ENERGY EFFICIENCY TECHNICAL ASSISTANCE

During the last Partnership funding cycle, the District was successful in funding energy audits for nine District tenants (as of September 2015). In an effort to advance Tenant opportunities to further improve energy efficiency, the District will continue to offer no-cost energy audits to District tenants (pending annual availability of funding, the number of tenants able to receive energy audits will vary).

PROGRAM COMPONENT 4 DELIVERABLES AND TIMELINE: GREEN BUSINESS NETWORK		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
4-A	Prepare quarterly training memos/updates to communicate energy efficiency training opportunities and tips to District staff and tenants.	X	X	X	X	X
	Research external award opportunities available to different businesses throughout the District tidelands and include a report on these award opportunities in quarterly (or bi-monthly) memos.	X	X	X	X	X
	Conduct in-person training for approximately 25 tenants annually on energy efficiency/management, sustainability, and climate action planning related topics.	X	X	X	X	X

PROGRAM COMPONENT 4 DELIVERABLES AND TIMELINE: GREEN BUSINESS NETWORK		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	Conduct training sessions/events on a quarterly basis (approximately) for tenants (potentially in a webinar format for tenants that cannot attend on-site training opportunities).	X	X	X	X	X
	Hold one recognition and one networking event for Network Members per year (these events can potentially be combined). The recognition event should highlight specific Network Members through an award program that recognizes achievements across the sustainable business operations and energy efficiency. Potential expansion of the recognition awards can include rewards for individual Network Member employees, in addition to recognizing Network Member businesses.	X	X	X	X	X
	Summarize the annual results of the Network Members activities, including participation in SDG&E rebate, incentive, and additional programs.	X	X	X	X	X
	Reevaluate the Network training and outreach objective and deliverables, as outlined above, on an annual basis to adapt deliverables and ensure effective engagement with tenants.	X	X	X	X	X
4-B	Conduct outreach to Network Members interested in pursuing energy audits and provide approximately four tenants with energy assessments/technical assistance services per year, pending annual availability of funding resources.	X	X	X	X	X
	Conduct energy benchmarking training sessions and provide ongoing hands-on assistance to update benchmarking and information via a "Help Center" approach to support Tenant energy tracking and compliance with the Utility Usage Reporting Ordinance.	X	X	X	X	X
	Provide energy efficiency technical assistance services to Network Members (ongoing).	X	X	X	X	X

PROGRAM COMPONENT 4 DELIVERABLES AND TIMELINE: GREEN BUSINESS NETWORK		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
	Pending availability of resources, the District will explore the following opportunities to expand the Network energy efficiency technical assistance program: <ul style="list-style-type: none"> o Provide one-on-one support to small- and medium-sized Tenant businesses (primarily those with minimal staffing capacity) with energy reporting to track energy utility data/costs, identify energy efficiency opportunities, and support demand-response campaigns to further reduce energy use during peak demand/time of use hours. o Provide businesses with energy advisory services (e.g., in-depth analysis of distributed generation options, building performance inventory audits, and fleet analysis), where done in coordination with energy efficiency efforts. 	X	X	X	X	X
	Prepare a summary of completed energy audits and/or technical assistance services provided to District tenants.	X	X	X	X	X

PROGRAM COMPONENT 4: GREEN BUSINESS NETWORK (30% of Total Budget)		
Budget Category:	Dollars	Percentage
Administrative (A)	\$8,315	4%
Marketing, Education and Outreach (ME&O)	\$26,470	12%
Direct Implementation (DI)	\$187,060	84%
TOTAL:	\$221,845	100%

PROGRAM COMPONENT 5: ADMINISTRATION AND PROGRAM IMPLEMENTATION
 The Partnership scope of work will be implemented by a cross functional team of District staff from the Planning and Green Port Department, Engineering - Construction, General Services, Real Estate, Business Information and Technology Services, and Procurement Departments. This cross functional team will engage in regular Partnership activities including meetings with SDG&E staff, coordinate regional activities such as the Climate Collaborative, collaborate on regional best practices sharing through speaking engagements, collateral development, etc. The overall program will be managed by a program manager to streamline communication between SDG&E and the District. This will provide overall Program efficiency, organization and open communication between all parties.

OBJECTIVE 5-A: DEVELOP ADMINISTRATIVE CROSS-FUNCTIONAL ENERGY MANAGEMENT TRACKING PROCESSES AND RESPONSIBILITIES

The District will identify and develop cross-departmental documentation processes focused on promoting energy efficient best management practices and identifying cross-organizational areas of responsibility with regards to energy management. An annual evaluation of processes, tools, and initiatives needed to promote cross-departmental coordination and management will be conducted to promote the efficient implementation of the Partnership initiatives.

PROGRAM COMPONENT 5 DELIVERABLES AND TIMELINE: ADMINISTRATION AND PROGRAM IMPLEMENTATION		Implementation Timeline by Program Year				
Objective	Deliverables	2016	2017	2018	2019	2020
5-A	Prepare quarterly District memos/updates to communicate the progress of programs, projects, policies, and initiatives pursued under the Partnership to District staff.	X	X	X	X	X
	Hold regular cross-departmental team meetings to coordinate on energy efficiency and energy management initiatives.	X	X	X	X	X
	Develop tools and resources to promote cross-departmental and cross-organizational energy management practices.	X	X	X	X	X

PROGRAM COMPONENT 5: ADMINISTRATION AND PROGRAM IMPLEMENTATION (3.6% of Total Budget)		
Budget Category:	Dollars	Percentage
Administrative (A)	\$10,230	46%
Marketing, Education and Outreach (ME&O)	\$1,280	6%
Direct Implementation (DI)	\$10,655	48%
TOTAL:	\$22,165	100%

PROGRAM COMPONENT 6: COLLABORATIVE PROJECTS WITH OTHER SDG&E LOCAL GOVERNMENT PARTNERS - SAN DIEGO REGIONAL ENERGY PARTNERSHIP

THIS DEVELOPMENT OF THE SAN DIEGO REGIONAL ENERGY PARTNERSHIP (SDREP) PROGRAM COMPONENT OUTLINES THE DISTRICT'S COLLABORATION WITH OTHER SDG&E LOCAL GOVERNMENT PARTNERS. THE STRUCTURE OF THIS PROGRAM COMPONENT IS REFLECTIVE OF REGION-WIDE GOALS, OBJECTIVES, AND DELIVERABLES, AND IS THEREFORE ORGANIZED IN A MANNER CONSISTENT WITH OTHER SCOPES OF WORK DEVELOPED BY PARTNERS OF THE SDREP.

OBJECTIVE 6-A: DISTRICT CONTRIBUTION TO THE SAN DIEGO REGIONAL ENERGY PARTNERSHIP

Local Governments in San Diego County have been successfully collaborating with each other and with SDG&E on joint energy efficiency initiatives over the last 7 years as part of the Local Government Partnership programs and as part of past federal stimulus-funded activities related to energy efficiency. These agencies have formalized this "network" through the creation of the SDREP. The SDREP is led by a "Local Government Steering Committee" with representatives from the City of Chula Vista, City of San Diego, County of San Diego, Port of San Diego, and

San Diego Association of Governments (representing smaller jurisdictions), in close collaboration with San Diego Gas & Electric® and other regional partners.

CA-LTEESP SUPPORT

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

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

GOALS, OBJECTIVES, & DELIVERABLES

1. **Further develop and support regional Energy Upgrade California (EUC) implementation and the broader existing building retrofit market to facilitate “deep energy retrofits” (both in terms of high energy savings and untapped markets in existing buildings).**
 - a. Objective – SDREP will conduct **outreach, coordination, and training with the local real estate community** to pursue adoption of a “Green” Multiple Listing Service (MLS) to help capture market value for home energy performance.
 - b. Objective – SDREP will provide outreach and education (including technical assistance and guidance, on site at local governments, upon request) to support compliance with AB 802 requirements and evolving State legislation, addressing access to whole building energy use information, Portfolio Manager and ENERGY STAR® certification, and ways to leverage benchmarking data to encourage energy upgrades and savings. Outreach may include recognition for ENERGY STAR commercial and multifamily buildings.
 - c. Objective – SDREP will support **energy efficiency outreach and education** across the San Diego region through community workshops/events and employee-based “home energy coaching.”
2. **Further assist local governments and communities in the San Diego region with understanding and implementing climate action strategies, especially related to energy efficiency and energy efficiency aspects of resiliency.**
 - a. Objective – SDREP will continue to support the **Climate Collaborative website and network** to expand jurisdictional participation, energy efficiency program awareness, and highlight climate strategies that produce direct and indirect energy savings and greenhouse gas reductions.
 - b. Objective – SDREP will leverage existing localized Green Business programs and expand upon **regional Green Business programs, recruit new community partners and businesses**, and will facilitate and recognize their energy efficiency and other greenhouse gas emissions reduction efforts.
 - c. Objective –SDREP will expand the Zero Net Energy (ZNE) webinar series and conduct webinars on policies and technologies, and provide technical support tailored for and incorporating local government staff. Webinars will also be offered to

architects, developers, and contractors. SDREP will coordinate with SDG&E® to leverage current outreach efforts, programs, and facilities available through SDG&E. The webinars are intended to expand the reach and audience composition of existing ZNE activities and to aid local governments in their ongoing **progress towards ZNE building goals** as identified in the Zero Net Energy Roadmap.

3. **Assist local government staff in increasing their expertise in building energy efficiency standards, increasing code compliance and related energy savings**
 - a. Objective – SDREP will support local building departments in building internal capacity for implementing and enforcing Title 24, Part 6 and 11 (CALGreen) via direct in-person and on-demand “energy code coach” support for interested/priority local government permit and code compliance staff.

TARGET AUDIENCE

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

SCHEDULE

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

Program Component 6: COLLABORATIVE PROJECTS WITH OTHER SDG&E LOCAL GOVERNMENT PARTNERS—San Diego Regional Energy Partnership (3.5%)		
Budget Category:	Dollars	Percentage
Administrative (A)	-	-
Marketing, Education and Outreach (ME&O)	-	-
Direct Implementation (DI)	\$22,875	100%
TOTAL:	\$22,875	100%

EXHIBIT B**ALLOWABLE COSTS TABLE**

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

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

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

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

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
Cost Categories	Allowable Costs
	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