
Low Income Water Use Efficiency Assistance Program**Authorization and
Eligibility Requirements****Eligible Applicant Documentation**

EMWD's qualifications as an eligible applicant in accordance with IRWM Program Guidelines are as follows:

1. Eastern MWD is a local agency as defined in Appendix B of the Water-Energy Grant Program Guidelines and PSP.
2. Eastern MWD is a special district formed pursuant to the provisions of Section 3 of the "Municipal Water District Act of 1911". Supporting documentation has been provided in Appendix 1-2.
3. Eastern MWD has legal authority to enter into a grant agreement with the State of California. The Resolution of the Board of Directors Authorizing the Filing of an Application for Water-Energy Grant Program to be adopted by the EMWD Board of Directors on December 17, 2014 and authorizes Eastern MWD to submit this Water Energy Grant Proposal and execute an agreement with the State of California.
4. This Water-Energy Grant proposal consists of two projects: the Turf Replacement Rebates Project and the High Efficiency Clothes Washer Direct Install Project. The Turf Replacement Rebates Project does not require a legal agreement among partner agencies and or organizations to ensure performance of the project and tracking of funds. The High Efficiency Clothes Washer Direct Install Project involves an agreement between EMWD and Southern California Gas Company which states that EMWD will reimburse Southern California Gas Company for installation of High Efficiency Clothes Washers, low-flow showerheads and aerators, and Southern California Gas Company will submit proof of installation and requests for reimbursement to EMWD. EMWD provides reimbursements after installations have been verified. This agreement is included as part of Appendix 1-3. All performance compliance measures and tracking of funds are performed by EMWD Engineering Project Control Staff and the EMWD Controller.

**Low Income Water Use Efficiency Assistance
Program**

**Authorization and
Eligibility Requirements**

Appendix 1-2

Eastern MWD Formation Documents



FRANK M. JORDAN
SECRETARY OF STATE

Office of the
Secretary of State

SACRAMENTO

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That on the 16th day of October, 1950, pursuant to the provisions of section 3 of the "Municipal Water District Act of 1911," being Act 5243 of Deering's General Laws, there was filed in my office:

A Certificate of the County Clerk of the County of Riverside, State of California, dated October 9, 1950, relative to the organization of a municipal water district within the boundaries of said County.

I further certify the said Certificate sets forth that at the special election held on the 20th day of September, 1950, the electors adopted the proposition:

"Shall the proposition to organize the Eastern Municipal Water District under the Municipal Water District Act of 1911, as amended, be adopted?"

I further certify the said Certificate also sets forth that within the time provided by statute the Board of Supervisors canvassed the vote cast at said election and found a majority of the votes cast favored organizing such municipal water district "and thereupon made and caused to be entered its order so declaring."

Now, therefore, I further certify that by reason of the facts stated in the said Certificate, and the filing thereof in my office, a municipal water district in the County of Riverside, State of California, has been duly incorporated according to the laws of this State under the name:

"Eastern Municipal Water District."



IN WITNESS WHEREOF, I hereunto set
my hand and affix the Great Seal
of the State of California this
16th day of October, 1950.

Frank M. Jordan
SECRETARY OF STATE

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BOOK 1211 PAGE 127

CERTIFICATE ON INCORPORATION OF EASTERN MUNICIPAL WATER DISTRICT

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CERTIFICATE OF COUNTY CLERK, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

WHEREAS, pursuant to statute, a Special Election was held on the 26th day of September, 1950, in that certain territory of the County of Riverside included within proposed boundaries set out at length by metes and bounds in that certain petition for the formation of a municipal water district heretofore regularly presented to the Board of Supervisors of said county at a regular meeting thereof on the 7th day of August, 1950, and

WHEREAS, following the holding of said election and within the time provided by statute, the Board of Supervisors canvassed the vote cast at said Special Election and found a majority of the votes cast to be in favor of organizing such municipal water district within said territory, and thereupon made and caused to be entered its order so declaring.

NOW, THEREFORE, pursuant to the provisions contained in Section 3 of the Municipal Water District Act of 1911, as amended, I, G. A. Pequegnat, duly elected, qualified and acting County Clerk of the County of Riverside, State of California, hereby certify that at said Special Election held in said territory on the 26th day of September, 1950, the proposition submitted at said election to the electors, to-wit:

"Shall the proposition to organize the Eastern Municipal Water District under the Municipal Water District Act of 1911, as amended, be adopted?" was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of October, 1950.

G. A. Pequegnat
County Clerk in and for the County of Riverside, State of California

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Alvin P. ...
County Clerk
BOOK 1211 PAGE 127
Riverside County
California

JACK A. ROSS
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Pres. ...

M. J. Gould

**Low Income Water Use Efficiency Assistance
Program**

**Authorization and
Eligibility Requirements**

Appendix 1-3

Agreement between EMWD and Southern California Gas Company

**Inter-Utility Service and Nondisclosure Agreement
by and between
Southern California Gas Company
and
Eastern Municipal Water District**

This Inter-Utility Service and Nondisclosure Agreement (this "Agreement"), dated and effective as of January 21, 2014 (the "Effective Date"), is entered into by and between Southern California Gas Company ("SoCalGas") and Eastern Municipal Water District ("EMWD"). SoCalGas and EMWD are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Purpose and Recitals

SoCalGas offers no-cost energy saving measures ("SoCalGas Energy Saving Measures") for its income qualifying residential customers pursuant to its Energy Savings Assistance Program ("ESA Program"). EMWD offers low or no-cost water-efficiency measures and incentives, including rebates, for its qualifying residential customers pursuant to its water conservation program ("EMWD Conservation Program") and, together with the ESA Program, the "Resource Savings Programs". In accordance with and subject to the terms and conditions set forth in this Agreement, the Parties desire (i) to have SoCalGas make available to those persons that are customers of both Parties and that otherwise qualify for the ESA Program and the EMWD Conservation Program the opportunity to take advantage of the SoCalGas Energy Saving Measures, and (ii) to have EMWD compensate SoCalGas for its efforts with respect thereto such that SoCalGas obtains the benefit of the EMWD Conservation Program.

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

Scope

SoCalGas shall, either directly or through one or more SoCalGas' ESA Program contractors ("ESA Program Contractors") and subject to the terms and conditions of this Agreement, perform those services set forth on Schedule C attached hereto.

Authorized Representatives

SoCalGas designates the individual(s) named below as its representative(s) (the "SoCalGas Representative(s)") for all matters relating to the performance of this Agreement. The actions taken by the SoCalGas Representative(s) shall be deemed to be acts of SoCalGas. SoCalGas may at any time upon written notice to EMWD change the designated SoCalGas Representative(s).

SoCalGas Representative: Hugh Yao

EMWD designates the individual(s) named below as its representative(s) ("EMWD Representative(s)") and, together with the SoCalGas Representative(s), "Authorized Representatives") for all matters relating to the performance of this Agreement. The actions taken by the EMWD Representative(s) shall be deemed acts of EMWD. EMWD may at any time upon written notice to SoCalGas change the designated EMWD Representative(s).

EMWD Representative: Paul D. Jones II

Complete Agreement

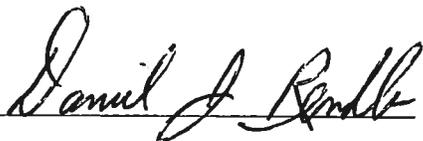
This Agreement, including all Schedules and Exhibits attached hereto and which are incorporated by reference, constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein. **THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.** The following Schedules and Exhibits are attached hereto and incorporated herein by this reference:

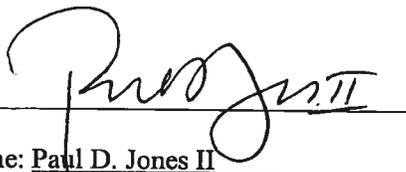
- Schedule A - Non Disclosure
- Schedule B - Additional Terms and Conditions
- Schedule C - Scope of Services and Reporting
- Schedule D - Compensation and Invoicing

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

Southern California Gas Company

Eastern Municipal Water District

By: 

By: 

Name: Daniel Rendler

Name: Paul D. Jones II

Title: Director, Customer Programs and Assistance

Title: General Manager

Schedule A
Non Disclosure

The term "**Confidential Information**" as used in this Agreement means (i) the names, addresses and all other information of those customers that are enrolled, or that desire to be or are in the process of being enrolled in the ESA Program (with respect to SoCalGas) and the EMWD Conservation Program (with respect to EMWD), (ii) any technical or commercial information of a Party, including, without limitation, patent applications, trade secrets, proprietary information, techniques, sketches, drawings, maps, reports, specifications, designs, records, data, software, programs, code, computer models, manuals and related documentation, software source documents, algorithms, information related to the current, future, and proposed products and services of a Party and any of its affiliated companies, research, experimental work, inventions, development, engineering, know-how, financial information, procurement requirements, purchasing or manufacturing information, business forecasts, sales or merchandising information, and marketing plans, and (iii) any of the foregoing information of any third party disclosing such information to a Party or an ESA Program Contractor in the course of such third party's employment, engagement, business, or other relationship with such Party or ESA Program Contractor or their respective parent, subsidiary, or affiliated companies.

1. Each Party ("**Receiving Party**") receiving Confidential Information from the other Party ("**Disclosing Party**") agrees that it shall use the Confidential Information solely for the purpose of coordinating the enrollment of the Parties' joint customers in their respective Resource Savings Program and not in any way detrimental to the Disclosing Party. The Receiving Party shall use the higher of the same degree of care it uses with respect to its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided in this Schedule, the Receiving Party shall keep confidential, and shall not disclose, and shall cause its Representatives to keep confidential and not disclose, Confidential Information to any third party. For purpose of this Agreement, "**Representatives**" means the directors, officers, employees, Authorized Representative, agents and/or advisors of the Receiving Party who have a direct need to access the Confidential Information of the Disclosing Party solely for the purpose described above and have agreed to abide by the terms of this Schedule. Each Party shall be responsible for any breach of this Agreement by its Representatives.
2. Consistent with Section 1 of this Schedule, the Receiving Party shall not, and shall cause its Representatives not to disclose to any third party any information that identifies a customer as being enrolled in the Disclosing Party's Resource Savings Program. Without limiting the foregoing, and without limiting any other restriction outside of this Schedule, the Receiving Party shall not be restricted under this Schedule from disclosing to any third party information that identifies a customer as being enrolled in its own Resource Savings Program.
3. Notwithstanding the provisions of Section 1 of this Schedule, the Receiving Party and its Representatives may disclose any of the Confidential Information in the event, but only to the extent, that, based upon the written advice of counsel, it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory authority. Prior to making or permitting any of its Representatives to make such disclosure, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement so that the Disclosing Party (with the Receiving Party's assistance) may seek a protective order or other appropriate remedy. Notwithstanding the foregoing sentence, SoCalGas may, without providing notice thereof to EMWD, disclose Confidential Information to regulatory agencies with jurisdiction over SoCalGas and their staffs, including, but not limited to, the California Public Utilities Commission ("**CPUC**") and the Federal Energy Regulatory Commission; provided, that SoCalGas shall use commercially reasonable

efforts to designate such Confidential Information as confidential in connection with any such disclosures.

4. The Receiving Party shall not, and shall cause its Representatives not to, disclose to any third party (a) the fact that the Confidential Information has been made available to the Receiving Party or its Representatives, or (b) any information regarding the ongoing discussions between the Parties, including the fact that such discussions are occurring; provided, that the Receiving Party and its Representatives may disclose the information described in clauses (a) and (b) of this Section if such disclosure is required under any of the circumstances described in Section 3 of this Schedule, in which case the procedures specified therein with respect to such disclosure shall apply.
5. The Receiving Party shall disclose to the Disclosing Party when Confidential Information is intentionally or accidentally disclosed (other than as expressly permitted) and/or misused, and shall provide immediate notification to the Disclosing Party upon discovery of such incident.
6. At any time upon the request of the Disclosing Party, the Receiving Party shall promptly deliver (and return, if applicable) to the Disclosing Party or destroy (with such destruction to be certified in writing to the Disclosing Party):
 - a. All Confidential Information existing in written form or recorded in any other tangible medium (and all copies, abstracts and backups thereof, however stored) furnished to the Receiving Party or any of its Representatives;
 - b. All portions of all documents, instruments, data, reports, plans, specifications, abstracts and media (and all copies, abstracts and backups thereof, however stored) furnished to or prepared by the Receiving Party or any of its Representatives that contain Confidential Information; and
 - c. All other portions of all documents, instruments, data, reports, plans, specifications, abstracts and media (and all copies, abstracts and backups thereof, however stored) in the Receiving Party's or its Representatives' possession that contain or that are based on or derived from Confidential Information.
7. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of the Receiving Party and its Representatives are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Schedule by the Receiving Party, the Disclosing Party shall be entitled to seek 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 any other legal or equitable remedy available to the Disclosing Party.
8. Except as otherwise set forth in this Agreement, each Party acknowledges and agrees that neither the Disclosing Party nor any of the Disclosing Party's Representatives is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed under this Agreement, and neither the Disclosing Party nor any of the Disclosing Party's Representatives shall have any liability to the Receiving Party or any other individual or entity resulting from the use of the Confidential Information.

* * *

Schedule B
Additional Terms and Conditions

1. No Warranty

Except as otherwise expressly provided in this Agreement, SoCalGas does not warrant ESA Program Contractor's work or the ESA Program, and neither Party makes any express or implied warranty to the other pertaining to their respective Resource Savings Program, or portions of products thereof, in regard to accuracy, correctness, defensibility, completeness, or any other standard or measure of quality or adequacy or as to its use or intended use for any particular purpose.

2. Indemnification

SoCalGas shall indemnify, defend and hold harmless EMWD and its officers, managers, directors, agents, and employees ("EMWD Indemnitees") from and against all third-party suits, demands, claims and/or liability ("Claims") resulting from (a) injury to or death of persons, including but not limited to respective employees of SoCalGas and EMWD, (b) damage to property of SoCalGas or EMWD or other person or entity, or to natural resources, and/or (c) violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation, in each case to the extent arising out of SoCalGas' negligent acts or omissions or willful misconduct in the course of SoCalGas' performance under this Agreement. SoCalGas shall further indemnify, defend and hold harmless the EMWD Indemnitees from and against any Claims made against the EMWD Indemnitees alleging any copyright, patent, or license infringement, or violation of any intellectual right, intellectual property, or any other proprietary rights, by any person or entity, arising out of, related to or in any way connected with Developments or Intellectual Property (as defined in Section 3 of this Schedule), if any, provided by SoCalGas to EMWD.

EMWD shall indemnify, defend and hold harmless SoCalGas and its officers, managers, directors, agents, and employees ("SoCalGas Indemnitees") from and against all Claims resulting from (x) injury to or death of persons, including but not limited to respective employees of SoCalGas and EMWD, (y) damage to property of SoCalGas or EMWD or other person or entity, or to natural resources, or (z) violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation, in each case to the extent arising out of EMWD's negligent acts or omissions or willful misconduct in the course of EMWD's performance under this Agreement. EMWD shall further indemnify, defend and hold harmless the SoCalGas Indemnitees from and against any Claims made against the SoCalGas Indemnitees alleging any copyright, patent, or license infringement, or violation of any intellectual right, intellectual property, or any other proprietary rights, by any person or entity, arising out of, related to or in any way connected with Developments or Intellectual Property, if any, provided by EMWD to SoCalGas.

3. Ownership of Work

Subject to the provisions of the terms of SoCalGas' contract with the ESA Program Contractor(s), the Parties jointly own all Developments and all Intellectual Property Rights, on behalf of their respective customers, and the ESA Program Contractor(s) shall retain no ownership, interest, or title to such Developments or Intellectual Property Rights. For purposes of this Agreement, the following terms shall have following meanings: (a) "Developments" means any and all data, reports, 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 under this Agreement; and (b) "Intellectual Property Rights" means any and all following tangible and intangible rights (now or hereafter known) produced under this Agreement: (i) rights associated with works of

Agreement, no Party directly or indirectly endorses any product or service provided, or to be provided, by any Party, its successors or assignees.

8. Press Releases and Corporate Identification

Neither Party shall (a) make any press release, advertisement, informal notification to the media, or other announcement of any kind in regard to this Agreement or the terms and conditions of this Agreement without prior approval of the other Party, or (b) make public use of any such other Party's Identification in any circumstances related to this Agreement or otherwise. For purposes of this Section, "Identification" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by such other Party or its affiliates or any representation thereof.

9. Survival

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, survive such completion or termination, which provisions shall include, but not be limited to, Schedule A and Sections 1, 2, 3, 7, 8 and 11 of this Schedule; provided, that with respect to each Party's indemnification obligations set forth in Section 2 of this Schedule, such obligations shall survive for a period of one (1) year following the termination or expiration of this Agreement.

10. Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically stated in writing. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by that Party of any other covenant, condition or promise. The waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

11. Governing Law, Venue

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

12. Headings

Titles and headings of the Sections and Subsections of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

13. Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

14. Amendments

If any Party desires a modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by all the Parties hereto by their representatives duly authorized to execute such amendment.

15. Assignment

Except as otherwise permitted under this Agreement, neither this Agreement nor any rights or obligations of any Party shall be assigned or otherwise transferred by any Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

16. Independent Parties

The relationship of the Parties is that of independent parties and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their respective personnel and operations.

17. Counterparts

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.

18. Compliance with Laws

The Parties, in undertaking their obligations hereunder, or any of them, shall comply with all laws and governmental rules and regulations, state, federal, or local, or any of them applicable to their respective obligations under this Agreement.

20. Acts and Documents

The Parties agree diligently to do such acts and to prepare and execute all documentation that may be reasonably necessary to perform and carry out this Agreement.

* * *

Schedule C
Scope of Services and Reporting

Scope of Services

1. SoCalGas shall, either directly or through the ESA Program Contractor(s), and in accordance with the terms of this Agreement and the ESA Program, perform those services set forth in Exhibit A of this Schedule ("Services") at the quality level described in the latest edition of the applicable code compliance standard that takes precedent for the nature of the applicable service being provided.
2. Exhibit A to this Schedule C sets forth the specific Services that SoCalGas or the ESA Program Contractor(s) shall perform under this Agreement and EMWD's obligations with respect thereto, including but not limited to the payment(s) that EMWD shall remit to SoCalGas or the ESA Program Contractor, as applicable, in consideration thereof. Exhibit A may be revised by an addendum proposed by a Party and accepted by the Parties; provided, that any addendum to Exhibit A must be requested by written notice from the requesting Party and, if accepted by the other Party, shall fully replace all prior versions of Exhibit A.
3. In the event EMWD requests documented eligibility verification beyond the ESA Program requirements, EMWD shall reimburse SoCalGas for the additional documented eligibility verifications.
4. All costs incurred by a Party in satisfying its obligations under this Agreement shall be considered "party-specific" costs, and shall be the sole responsibility of the incurring Party, unless otherwise agreed to by prior written consent of the other Party.

Reporting

1. SoCalGas or the ESA Program Contractors shall collect measure and installation counts resulting from the Service being provided along with statistical information relating thereto, including, without limitation, customer demographic information, customer name and address, and associated costs. EMWD shall calculate any water savings based on a per unit installation factor.
2. SoCalGas or the ESA Program Contractors shall provide invoicing information regarding the number of units completed each month within the overlapping service territory of EMWD and SoCalGas.
3. EMWD shall have the right to claim water savings resulting from the Services to various entities requesting such information, including, without limitation, California Energy Commission and California Urban Water Conservation Council. SoCalGas shall have the right to claim natural gas savings resulting from the Services to various entities requesting such information, including, without limitation, the CPUC.

**Exhibit A to Schedule C
Services and Payment**

1. SoCalGas shall, either directly or through the ESA Program Contractor(s), deliver and install one or more of the following (each a "Measure" and together the "Combined Measures") at the residences of those persons that are residential customers of both Parties and that otherwise qualify for the Resource Savings Programs (such persons, the "Residential Customers"):
 - a. No more than one (1) high-efficiency clothes washer;
 - b. No more than two (2) showerheads (including thermostatic);
 - c. No more than three (3) aerators.

SoCalGas shall, on a monthly basis, deliver to EMWD a document listing the Residential Customers who have received installed Measures ("Customer List"). EMWD shall verify the accuracy of the Customer List and shall deliver a notice to SoCalGas confirming or revising the Customer List, as applicable (such verified or revised list, the "Verified Customer List"). EMWD shall then be invoiced for such Services in accordance with Schedule D of this Agreement. Each invoice shall bill EMWD, in accordance with the applicable rebate amount(s) set forth in the table below, for each Measure installed at a Residential Customer's residence during such time period. EMWD shall pay each such invoice in accordance with the timeframe set forth therein and otherwise in accordance therewith. Notwithstanding anything to the contrary set forth in this Section, EMWD shall not be obligated to pay more than \$86,500 per Fiscal Year for such installation of Combined Measures. For purposes of this Section, "Fiscal Year" means the period of time commencing on July 1st of a certain year and ending June 30th of the immediately following year.

2. Within sixty (60) days after the Effective Date, SoCalGas shall deliver an invoice to EMWD, which invoice shall bill EMWD, in accordance with the applicable rebate amount(s) set forth in the table below, for each Measure installed at the residences of Residential Customers during the period of time commencing on July 1, 2013 and ending on the Effective Date. EMWD shall pay such invoice in the timeframe set forth therein and otherwise in accordance therewith.

Combined Measures and Rebate Amounts

	EMWD	Metropolitan Water District ** (Member Agency Administered Conservation Program)	Maximum Devices per Household	Rebate Amount*
Washers	\$65	\$85	1	\$150
Showerheads (Including thermostatic)	\$10		2	\$20
Aerators	\$1		3	\$3
Total per Household				\$173

*Rebate amounts are subject to change based on available funding and/or Member Agency Administered Conservation Program changes from Metropolitan Water District; provided, that (i) before such a change becoming effective, EMWD shall notify SoCalGas and the Parties shall amend this Agreement to reflect the new rebate amount(s), and (ii) the foregoing shall not be interpreted to limit the rights of the Parties to terminate this Agreement in accordance Section 6 of Schedule B.

** The Parties acknowledge that this column is included solely for reference and in no way affects EMWD's obligation to pay the amounts invoiced by SoCalGas in accordance with this Exhibit A. EMWD shall at all times

remain responsible for payment of such invoiced amounts and SoCalGas shall in no event be required to invoice or seek payment from the Metropolitan Water District for the Services performed hereunder.

* * *

Schedule D
Invoicing and Compensation

1. Following the Effective Date, SoCalGas shall, either directly or through the ESA Program Contractor(s), submit invoices to EMWD by the later of the 18th calendar day of each month, or five (5) business days after receiving the Verified Customer List from EMWD. Unless otherwise set forth in this Schedule D, SoCalGas and/or the ESA Program Contractor, as applicable, shall use every reasonable effort to invoice EMWD for each Service performed under or pursuant to this Agreement by no later than forty-five (45) days after the date the Services have been fully performed (including, without limitation, any installation, inspections, and/or repairs). As applicable, SoCalGas shall have the discretion to delay certain individual customer invoicing to make sure corrections to the ESA Program Contractor's invoice have been completed and charge backs to the ESA Program Contractors are completed following SoCalGas and/or EMWD inspections, if any.
2. The specific amounts due by EMWD to SoCalGas for the applicable Service is set forth in Exhibit A to Schedule C. EMWD shall remit to SoCalGas, at the address and within the timeframe set forth in, and otherwise in accordance with, the applicable invoice, the amounts set forth in such invoice. In the event that EMWD disputes the payment of any amount due, the Parties shall work together in good faith to resolve such dispute promptly by negotiations between the Parties' Authorized Representatives, but without limiting either Party's right to pursue litigation.
3. SoCalGas and ESA Program Contractor(s) shall send EMWD invoices to the following address:

Eastern Municipal Water District
Stacy L Rodriguez
P.O. Box 8300
Peris, CA 92572-8300

* * *

Amendment No. 2
to
Energy Saving Assistance Program Co-Funding Agreement

This Amendment No. 2 to Energy Saving Assistance Program Co-Funding Agreement (this "Amendment") is dated and effective as of July 1, 2014 ("Amendment Effective Date") and entered into by and between Southern California Gas Company ("SoCalGas") and Eastern Municipal Water District ("EMWD"). SoCalGas and EMWD are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties." Any initially capitalized term used but not defined in this Amendment has the meaning ascribed to that term in the Agreement (as defined in Recital A).

Recitals

- A. On January 21, 2014, SoCalGas and EMWD entered into an Energy Saving Assistance Program Co-Funding Agreement (as amended, the "Agreement"), pursuant to which EMWD agreed to provide co-funding for the ESA Program in an aggregate amount not to exceed \$86,500 (the "Co-Funding Amount").
- B. On May 1, 2014, SoCalGas and EMWD amended the Agreement to increase the Co-Funding Amount to an aggregate amount not to exceed \$120,310.
- C. The Parties desire to amend the Agreement to further revise the Co-Funding Amount and to extend the term of the Agreement.

Agreement

The Parties, intending to be legally bound, agree as follows:

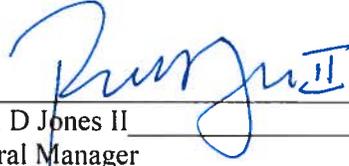
- 1. Increase to the Total Co-Funding Amount.
 - a. As of the Amendment Effective Date, Exhibit A to Schedule C of the Agreement is amended by deleting "\$120,310" and replacing it with "\$100,000."
 - b. As set forth in the Agreement, EMWD will continue to administer Metropolitan Water District ("MWD") rebates at \$85 per washer; If additional MWD grant funding (\$25 per washer) is available, then EMWD will administer MWD washer rebates for a total MWD rebate of \$110 per washer and a total rebate of \$175 per washer.
- 2. Decrease Co-Funding Allocation per Showerhead Measure. Exhibit A to Schedule C of the Agreement is amended by deleting "\$10" and replacing it with "\$6" under the EMWD rebate amount for showerheads.
- 3. Extend the Term of this Agreement. Pursuant to Schedule B, Number 5. "Term", the Agreement is term is extended from July 1, 2014 to June 30, 2015.
- 4. Miscellaneous. Except as expressly modified in this Amendment, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. This Amendment shall be governed under the laws of the State of California. This Amendment may only be modified, abrogated or superseded by a written instrument signed by the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their authorized representatives as of the date first set forth above.

Southern California Gas Company

Eastern Municipal Water District

By: 
Name: Dan Rendler _____
Title: Director of Customer Programs _____

By: 
Name: Paul D Jones II _____
Title: General Manager _____