



DIR Project Registration # \_\_\_\_\_  
ENGIE Services Project #: \_\_\_\_\_  
ENGIE Services Contract # R \_\_\_\_\_

## PERFORMANCE SERVICES AGREEMENT

This **PERFORMANCE SERVICES AGREEMENT** (this "Agreement") is made and entered into as of December \_\_, 2020 ("Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("ENGIE Services U.S."), and **Santa Barbara Unified School District** ("District") and together with ENGIE Services U.S. the "Parties" and each of District and ENGIE Services U.S. a "Party").

### RECITALS

WHEREAS, District entered in certain Power Purchase Agreements (each, a "PPA") with ENGIE Services U.S.'s affiliate California Solar 3, LLC of even date herewith, whereby District will purchase power generated by solar photovoltaic systems installed pursuant to the PPAs;

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to District including, but not limited to, monitoring, verification and resiliency services for Systems (as defined below); and

WHEREAS, in consideration of District entering into the PPAs, ENGIE Services U.S. has agreed to monitor the Systems and provide the performance services described herein on the terms and subject to the conditions of this Agreement which will be adjusted in the event material changes are made to the scope of work in any of the PPAs;

NOW, THEREFORE, District and ENGIE Services U.S. hereby agree as follows:

### ARTICLE 1. DEFINITIONS

For purposes of this Agreement and its Attachments, defined terms will have the following meanings:

**"Abnormally Severe Weather Conditions"** means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Services are then being performed. For the avoidance of doubt, the term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

**"Agreement"** is defined in the Preamble and includes all Attachments hereto (all of which are incorporated herein), as well as all amendments, restatements, supplements and other modifications hereto.

**"Applicable Law"** means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Services are undertaken.

**"Applicable Permits"** means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Services.

**"Assessment Work"** means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

**"Baseline"** means the energy use established by ENGIE Services U.S. from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

**"BESS"** means each battery energy storage system located at a Project Location.

**"BESS Base Energy Rate"** means the dollars per energy and demand unit for each BESS unit set forth in Section 3.02 and used by ENGIE Services U.S. to calculate the EC Savings.

**"Commercial Operation Date"** is defined in the PPAs.

**"District"** is defined in the Preamble.

“**Dispute**” is defined in ARTICLE 10.

“**ECM**” means energy conservation measure.

“**EC Savings**” means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in Article 3, achieved through the reduction in energy consumption, time-of-use (TOU) arbitrage, and/or demand charge management (DCM) through implementation of the Scope of Work as defined in the PPAs.

“**Electrical Infrastructure**” includes but is not limited to: switchgear, wiring, relays, and circuit breakers.

“**Energy Rate Factors**” means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

“**Energy Savings Report**” is defined in Section 3.01(C).

“**Energy Savings Term**” means the period beginning on the first day Permission to Operate for the first System is received from the utility and ending on the earlier of: (i) the day immediately preceding the twenty-eighth (28<sup>th</sup>) anniversary of the M&V Commencement Date; (ii) the termination of this Agreement; or (iii) the termination of the applicable PPA.

“**Energy Unit Savings**” means the savings in units of energy or power, calculated by ENGIE Services U.S. in the manner set forth in Article 3, achieved through the reduction in consumption or demand through implementation of the Scope of Work as defined in the PPAs.

“**Energy Use Factors**” means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; building use and operational procedures; scheduled Public Safety Power Shutdown events, resiliency testing, temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

“**Energy Use Savings**” means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions or changes in energy consumption and TOU arbitrage, and/or DCM.

“**ENGIE Services U.S.**” is defined in the Preamble.

“**Excusable Event**” means acts or events that are beyond the reasonable control of the affected Party and not caused by the negligence or fault of the Party affected, including but not limited to any of the following: (i) acts of God; (ii) acts of the public enemy or terrorist acts; (vi) sabotage, vandalism, riots or civil disobedience; (vii) labor disputes or strikes; (viii) labor or material shortages, delay in manufacturing and deliveries of equipment (if such delay is caused by an event that would otherwise constitute force majeure); (ix) restraint by court order or public authority (whether valid or invalid); (x) inability to obtain or keep in force any Applicable Permit; (xiii) requirement by utility that any Generating Facility discontinue operation for any reason; (xiv) appropriation or diversion of electricity by sale or order of any Governmental Authority; (xv) any other action by any Governmental Authority which prevents or inhibits the Parties from carrying out their respective obligations under this Agreement (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xvi) any utility power outage at any Project Location (provided that this (xvi) shall not apply to Resiliency Services under Article 4).

“**Facilities**” means District owned or operated facilities at the Project Locations.

“**Generating Facility**” means each photovoltaic solar powered generating facility located at a Project Location, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect such solar power facility to the applicable utility meter.

“**Governmental Authority**” means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

“**Guarantee Payment**” means, for any True-Up Term, either: (i) a cash payment by ENGIE Services U.S. to District in an amount equal to the Guarantee Shortfall for that True-Up Term pursuant to Article 3; or (ii) additional energy services or energy saving retrofits requested by District with an agreed value, which shall reduce the Guarantee Shortfall by said agreed value for that Measurement Period pursuant to Section 3.01(A)(iii).

“**Guarantee Shortfall**” means an amount calculated in accordance with Section 3.01(F)(iii).

“**Guaranteed Savings**” means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for Material Load Changes.

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Measurement Period	PV - Projected Annual Savings	True-Up Term	Guaranteed Savings
1	\$820,798	1st True Up	\$2,524,092
2	\$841,195		
3	\$862,099		
4	\$883,522	2nd True Up	\$2,716,979
5	\$905,478		
6	\$927,979		
7	\$951,039	3rd True Up	\$2,924,604
8	\$974,672		
9	\$998,893		
10	\$1,023,715	4th True Up	\$3,148,094
11	\$1,049,154		
12	\$1,075,225		
13	\$1,101,944	5th True Up	\$3,388,662
14	\$1,129,327		
15	\$1,157,391		
16	\$1,186,152	6th True Up	\$3,647,616
17	\$1,215,628		
18	\$1,245,836		
19	\$1,276,795	7th True Up	\$3,926,358
20	\$1,308,523		
21	\$1,341,040		
22	\$1,374,365	8th True Up	\$4,226,403
23	\$1,408,518		
24	\$1,443,520		
25	\$1,479,391	9th True Up	\$6,141,818
26	\$1,516,154		
27	\$1,553,830		
28	\$1,592,443		

Measurement Period	BESS - Projected Annual Savings	True-Up Term	Guaranteed Savings
1	\$53,829	1st True Up	\$166,380
2	\$55,444		
3	\$57,107		
4	\$58,820	2nd True Up	\$181,808
5	\$60,585		
6	\$62,403		
7	\$64,275	3rd True Up	\$198,667
8	\$66,203		
9	\$68,189		
10	\$70,235	4th True Up	\$217,089
11	\$72,342		
12	\$74,512		
13	\$76,747	5th True Up	\$237,216
14	\$79,049		

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15	\$81,420		
16	\$83,863	6th True Up	\$259,212
17	\$86,379		
18	\$88,970		
19	\$91,639	7th True Up	\$283,247
20	\$94,388		
21	\$97,220		
22	\$100,137	8th True Up	\$309,513
23	\$103,141		
24	\$106,235		
25	\$109,422	9th True Up	\$457,782
26	\$112,705		
27	\$116,086		
28	\$119,569		

**“Hazardous Substances”** means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

**“Material Critical Load Change”** means an increase in Combined Tier 1/Tier 2 loads (ie, specified critical loads) of at least 3% for any Measurement Period compared to those given to ENGIE Services U.S. Inc. by District and shown in Table E-5 below.

**“Material Load Change”** means any change in site load characteristics excluding any load changes attributable to PV or BESS, which negatively impact the potential of BESS to perform by at least 3% due to the stochasticity, or magnitude and duration of additional building load added after execution of this Agreement.

**“Measurement Period”** means each one-year period following the M&V Commencement Date.

**“Microgrid”** means a control system that integrates the Generating Facilities, BESS, metering and switching equipment and which allows for partial powering of the Project Location during a utility electrical outage.

**“M&V Commencement Date”** means the first day of the month immediately following the Commercial Operation Date of the final System to achieve Commercial Operation Date under the PPAs.

**“M&V Services”** are the monitoring and verification services defined in Article 3.

**“Party”** and **“Parties”** are defined in the Preamble.

**“Project Location”** means that area or areas where the BESS and Generating Facilities are installed, as set forth in Attachment A.

**“Projected Energy Savings”** means those Energy Unit Savings, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the System, as set forth in Article 3.

**“PV Base Energy Rate”** means the dollars per energy unit for each building and/or each PV System, set forth in Section 3.02, and used by ENGIE Services U.S. to calculate the EC Savings.

**“PVSyst”** means the software program utilized by ENGIE Services U.S. to predict the amount of electricity (kWh-AC) a PV System will produce in a typical meteorological year.

**“Resiliency Services”** are defined in Section 4.01.

**“Run-Time Guarantee”** is defined in Section 4.02.

**“Savings Guarantee”** is defined in Section 3.01(A).

**“Services”** means the M&V Services and Resiliency Services.

**“System”** is defined in the PPAs.

“Term” is defined in Article 2.

“True-Up Term” means each 36-month period (as shown in table above), except for the 9<sup>th</sup> which shall be a 48-month period, beginning on the M&V Commencement Date.

“Weather Adjustment” means, with respect to any Measurement Period, the ratio, expressed as a percentage, calculated as follows:

**Simulated Energy for a Typical Meteorological Year (SETMY)**  
**Simulated Energy in a Measured Meteorological Year (SEMMY)**

Where:

“SEMMY” or Simulated Energy in a Measured Meteorological Year, means, with respect to any Measurement Period, Year 1 AC Energy output of the PV system simulated by PVSyst using measured average hourly irradiance and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used in calculating SETMY;

“SETMY” or Simulated Energy for a Typical Meteorological Year, means the Year 1 AC Energy output of the PV system simulated by PVSyst using average hourly irradiance and air temperature data contained within the Weather File; and

“Weather File” means the NREL TMY3 (typical meteorological year) data set, which contains average hourly values of measured solar radiation and temperature, from the NREL TMY3 measurement sites used in the PVSyst models for each project site.

**ARTICLE 2. TERM / TERMINATION**

Section 2.01 M&V Services. ENGIE Services U.S. will provide the M&V Services with respect to the BESS at the Project Locations, all as described in this Agreement, for up to the Energy Savings Term.

Section 2.02 Resiliency Services. ENGIE Services U.S. will provide the Resiliency Services with respect to the Microgrid at the Project Locations, all as described in this Agreement, free of charge for up to three (3) years from the M&V Commencement Date. The Resiliency Services term may be extended in accordance with the provision of Section 4.02.

Section 2.03 If District is in default of any of its obligations under this Agreement, the obligation of ENGIE Services U.S. to provide the Services will also be terminated. Additionally, if a PPA is terminated, the obligation of ENGIE Services U.S. to provide the Services pursuant to this Agreement with respect to the System subject to such PPA will also be terminated.

Section 2.04 If ENGIE Services U.S. is in default of any of its obligations under this Agreement, the obligations of District hereunder shall be terminated. Additionally, if a PPA is terminated, the obligations of District pursuant to this Agreement with respect to the System subject to such PPA will also be terminated.

**ARTICLE 3. M&V SERVICES**

Section 3.01 Terms and Conditions. ENGIE Services U.S. will provide the following M&V Services for the Energy Savings Term on the terms and conditions set forth below:

A. Guaranteed Savings.

- i. Savings Guarantee. Upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that District will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the “Savings Guarantee”), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any True-Up Term in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to District, within thirty (30) calendar days after the acceptance by District of the Energy Savings Report for such True-Up Term, the Guarantee Payment for that True-Up Term.
- iii. Services or Retrofits to offset Guarantee Payments. If in the judgment of District, District would benefit from additional energy services or energy saving retrofits, District and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services and/or retrofits to offset the Guarantee Payment for such True-Up Term. For the purposes of this Contract, District and Engie Services U.S. shall determine an agreed-upon value for such services and/or retrofits and such agreed-upon value may be offset against the Guaranteed Payment that becomes payable in the current True-up Term.
- iv. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such

circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.

**B. Changes in Energy Use Factors.**

- i. Adjustments to Baselines. Data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to District a written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.
- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify District, in writing, of all such changes. Furthermore, if changes to either PV System Capacity or BESS Capacity for Systems installed under the PPAs are made for any reason, District and ENGIE Services U.S. agree to make commensurate adjustments to the Guaranteed Savings and the Run-time Guarantees set forth herein.
- iii. Changes to Facilities. District or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Section 3.01(B)(iii).
- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of District's business or cause District to incur additional costs, and District consents to the changes and agrees with the Baseline Adjustments and associated savings in advance, then ENGIE Services U.S. can make such changes and adjust the Baselines to reflect the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the ECMs on EC Savings cannot be accurately determined due to pending construction or changes to the Facilities, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. *Reserved.*
- vii. Changes in Energy Use Factors. If District fails to notify ENGIE Services U.S. of changes in Energy Use Factors that represent Material Load Changes or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. *Reserved.*
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to District in advance. District will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. District agrees that ENGIE Services U.S. will have the right, with prior notice, to inspect the Facilities to determine if District has consistently complied with its obligations as set forth above. If any inspection discloses that District has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the True-Up Term during which such failure will have existed.

**C. Energy Savings Report.** Annually, following the conclusion of each Measurement Period, the Energy Savings Term, ENGIE Services U.S. will submit to District an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case District will be notified of such a situation within the ninety (90) calendar-day period.

D. On-Site Measurements. District irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of District as conducted at the Facilities, which may be subject to change over the coming decades. District will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Section (II)(E). District will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

E. Termination of Guaranteed Savings. If District notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a True-Up Term, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period. If District is in default of any of its obligations under this Agreement, ENGIE Services U.S. will prepare and deliver the Energy Savings Report based on Projected Energy Savings until the default is cured, and the Guarantee Payment calculation will also use the Projected Energy Savings for such default period.

F. Calculations.

- i. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to, for such Measurement Period, the Energy Use Savings, in each case as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved between the date Permission to Operate for each System is received and the M&V Commencement Date will be included in the EC Savings for the first Measurement Period and subsequent True-Up Term only.
- ii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. 1) for PV systems as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the Weather Adjustment *multiplied by* (iii) the applicable PV Base Energy Rate 2) for BESS systems as the *product* of the Energy Unit Savings (kWh) *multiplied by* the applicable BESS Base Energy Rate in the applicable TOU period, *plus the product* of the Energy Unit Savings (kW) *multiplied by* the applicable BESS Base Energy Rate demand rate in the applicable TOU period.
- iii. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any True-Up Term, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such True-Up Term *minus* (ii) the sum of EC Savings for such True-Up Term.

Section 3.02 Methodologies and Calculations. The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

**Table E-1: Measurement and Verification Methods**

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
PV	Solar Photovoltaics	Option B	N/A
BESS	Battery Energy Storage Systems	Option B	Option B

1. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameters may be stipulated, or measured once and then stipulated going forward; some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
  - a. ENGIE Services U.S. will supply a one-time report to District detailing any initial measurements taken to establish usage Baselines or other parameters. The report will detail how all loads, PV, and BESS operations, including BESS losses, reconcile to the SCE meter data and the PPAs on a 15-minute interval basis. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. Prior to the M&V Commencement Date, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Permission to Operate for each System and the M&V Commencement Date.

b. Scope of Work:

**PV – Solar Photovoltaics**

- i. Energy Unit Savings will be the measured interval production kilowatt-hours summed monthly and adjusted for weather variations by multiplying by the ratio of SETMY divided by SEMMY. Projected kWh production is shown in *Table E-2* below and is projected to degrade by 0.5% per year.

**Table E-2 First Year Solar PV Production**

Location	Guaranteed Annual Production (kWh)
Adams ES	146,181
Cleveland ES	70,580
Facilities/Maintenance/Warehouse	115,552
La Cuesta HS/District Office	201,158
Dos Pueblos HS	1,643,864
Franklin ES/Children's Center/Adelante Charter	274,257
Goleta Valley JHS	369,793
La Colina JHS	327,398
La Cumbre JHS/SB Community Academy	433,792
Monroe ES	166,241
Roosevelt ES	190,733
Santa Barbara HS	957,951
Santa Barbara JHS	335,537
San Marcos HS	1,012,904
<b>Total</b>	<b>6,245,941</b>

- ii. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
- iii. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable PV Base Energy Rate. EC Savings will be calculated and presented in on-going reports.

**BESS – Battery Energy Storage Systems**

- i. Metering Plan: Four meters will be needed to measure savings. M1 – measures the electricity imported from and exported to Utility. M2 – measures the PV Production flowing into the facility electrical distribution system. M3 – will measure the flow of electricity into and out of the energy storage system. M4 – will measure the actual energy consumed by facility electrical loads. In some facilities, the installation of M4 is not feasible. Installation of M4 offers redundancy of metering such that with one non-functional meter, the BESS savings can still be determined. All meters will be configured to read positive in the direction of facility load and negative away from the facility load.
- ii. Baselines and Projected Savings: The baseline energy consumption will be determined every 15 minutes and will be the consumption recorded by the sum of meters M1 and M3. The energy and demand recorded by these meters will be divided into time-of-use categories that correspond to the appropriate Utility rate structure in effect on the date of execution of this agreement.
- iii. Post-Retrofit Usage Determination: Post-Retrofit usage will also be determined every 15 minutes and will be divided into the same time-of-use categories as the baseline use. The equations used to determine the Post-Retrofit use will be meter M1.



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- iv. Energy Unit Savings: Energy Unit Savings (kWh) will be calculated for each time of use category by subtracting the post-retrofit consumption from the baseline consumption within each time-of-use category, then summing for all intervals within each time-of-use category.

$$Energy\ Unit\ Savings\ (kWh) = \sum_{intervals} Baseline - Post\ Retrofit$$

Energy Unit Savings (kW) will be calculated by selecting the maximum baseline demand measured in each month in any 15-minute interval for each time-of-use category and subtracting the maximum post-retrofit demand measured for each month and each time-of-use category.

$$Energy\ Unit\ Savings\ (kW) = \sum_{Months} Baseline_{Max} - Post\ Retrofit_{Max}$$

- v. Non-routine Adjustments: Non-routine baseline adjustments may be calculated when operating conditions change from those that existed during the baseline. Events where the continuously sustained peak demand duration within any time of use category increases, significant loads are shifted between peak, mid-peak, or off-peak periods, backup generation is energized, or the occurrence of utility outages can all necessitate the calculation of a non-routine baseline adjustment in order to accurately reflect the savings associated with this ECM.
- vi. Energy Use Savings will be determined as described in Article 3, Section 3.01.F.ii.
- vii. Assumptions: BESS capacity reserved for daily cycling is depicted in Table E-3 below.

**Table E-3**

Site	BESS kW rating	BESS initial kWh rating	Maximum % Degradation of kWh during 28 year term	Minimum Usable Capacity (kWh) during 28 year term	Minimum SOCr (kWh) during 28 year term	Minimum Capacity (kWh) Available for Daily Cycling during 28 year term
Dos Pueblos HS	557.5	1115	30%	780.5	63.3	601.8
District Office/La Cuesta	111.5	223	30%	156.1	17.4	120.4
Facilities/Maint/Warehouse	111.5	223	30%	156.1	45.5	106.1
La Cumbre JHS	223	446	30%	312.2	30.6	240.7
San Marcos HS	446	892	30%	624.4	44.7	481.4
Santa Barbara HS	446	892	30%	624.4	48.9	481.4

- viii. Annual Projected Savings by Month are set forth in Exhibit 1.
- ix. TOU Projected Savings are set forth in Exhibit 2.

- 2. PV Base Energy Rates: EC Savings will be calculated using the PV Base Energy Rates shown in Table E-4 for solar photovoltaic systems.

The PV Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis by three percent (3%), beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

**Table E-4: PV Base Energy Rates**

ECM	Location	Avoided Rate (\$/kWh)
PV	Adams ES	0.1464
PV	Cleveland ES	0.1436
PV	Facilities/Maintenance/Warehouse	0.1279

PV	La Cuesta HS/District Office	0.1479
PV	Dos Pueblos HS	0.1260
PV	Franklin ES/Children's Center/Adelante Charter	0.1410
PV	Goleta Valley JHS	0.1348
PV	La Colina JHS	0.1285
PV	La Cumbre JHS/SB Community Academy	0.1347
PV	Monroe ES	0.1395
PV	Roosevelt ES	0.1489
PV	Santa Barbara HS	0.1293
PV	Santa Barbara JHS	0.1332
PV	San Marcos HS	0.1268

**ARTICLE 4. RESILIENCY SERVICES**

Section 4.01 ENGIE Services U.S. will provide the following Resiliency Services for the first three (3) Measurement Periods:

1. Perform quarterly review of electric load creep and control System scheduling changes.
  - a. Report results to District with any revisions of coverage estimate.
2. Perform one annual Simulated Resiliency Event Readiness Test at each Project Location:
  - a. Test will be closely scheduled and coordinated with District.
  - b. Microgrid system will be placed into island mode simulating a utility electrical outage.
  - c. ENGIE Services U.S. Field Service Technicians will be on-site to conduct the test and to observe system behavior.
  - d. Each component of the Microgrid and Generating Facilities will be allowed to operate during the test.
  - e. ENGIE Services U.S. will document and review the readiness test results with the District.
3. In the event of power outage, the following services will apply:
  - a. District and ENGIE Services U.S. will communicate via email as soon as either Party becomes aware that a pre-planned utility power outage (i.e., Public Safety Power Shutoff event) is scheduled. The non-initiating Party will promptly respond to the initiating Party confirming receipt of the email notification.
  - b. District and ENGIE Services U.S. will communicate via email as soon as either Party becomes aware that a utility power outage has occurred, regardless of whether it was scheduled or spontaneous. The non-initiating Party will promptly respond to the initiating Party confirming receipt of the email notification.
  - c. District and ENGIE Services U.S. will communicate via email as soon as either Party becomes aware that a utility power outage has ended. The non-initiating Party will promptly respond to the initiating Party confirming receipt of the email notification.
  - d. ENGIE Services U.S. will email post-event review of Microgrid performance to District the following details:
    - 1) Assess system run-time performance.
    - 2) Recommendations for extending the duration of Microgrid operation during a utility outage.
  - f. ENGIE Services U.S. will assist with implementing lessons learned from its reviews.

Section 4.02 Extended Resiliency Services. After the initial term of the first three (3) Measurement Years, District may elect to extend the Resiliency Services (“Extended Resiliency Services”) annually thereafter, for an additional annual fee of \$5,000 per site (“Annual Resiliency Fee”), which shall be escalated at three percent (3%) annually. The Annual Resiliency Fee will be invoiced annually on the anniversary of the M&V Commencement Date and due and payable within thirty (30) days of receipt. Extended Resiliency Services must be elected by District for Measurement Year 4 and be maintained continuously until District no longer desires Extended Resiliency Services. Extended Resiliency Services will include a Run-Time Guarantee for each site, on the terms set forth in this Section 4.02.

1. “Outage Event”: An Outage Event occurs when Southern California Edison or its successor, fails to supply electricity to a Microgrid site.
2. “Extended Outage Event”: An Outage Event lasting more than 5 minutes.
3. Microgrid Operation Standards:

- a. **Utility Grid Outage:** When a voltage or frequency disturbance is detected on the utility grid, the motorized main circuit breaker will open to isolate the Microgrid from the utility grid. The Microgrid controller will shift the BESS into “grid forming” mode so that the BESS provides the “voltage source” required for the other resources to match.

When the BESS state-of-charge falls below a prescribed level, the motorized circuit breaker connected to the bus tie will open, de-energizing all Tier 3 loads. The PV production and BESS charge/discharge will be modulated to maintain balance between the combined Tier 1/Tier 2 loads and production. When the BESS state-of-charge rises above a prescribed level, the motorized circuit breaker connected to the bus tie will close, re-energizing all Tier 3 loads. The PV production and BESS charge/discharge will be modulated to maintain balance between the Tier 1/Tier 2/Tier 3 loads and production. The Microgrid controller will continue to monitor the status of utility power. When the utility grid has been detected to have returned and is stable, the Microgrid controller will use the BESS to sync to the utility grid and re-close the main circuit breaker. Outage events may occur during the transition to and from the utility grid.

- b. **Black Start:** If both the utility grid and BESS are down at the same time, the Microgrid controller will isolate the Microgrid from utility power and use the BESS to “black start” (provide the initial power to energize loads) the campus loads. Depending on the state-of-charge of the BESS, this black start may occur with just the Tier 1/Tier 2 loads or it might also include the Tier 3 loads.

- 4. **Run-time Guarantee:** For each Extended Outage Event, each Microgrid is guaranteed to provide power to Tier 1/Tier 2 loads for 100% of the time and to Tier 3 loads (everything that is not a Tier 1 / Tier 2 load) for approximately 25% of the annualized Outage Events. Table E-5 identifies the size of the Tier 1 / Tier 2 loads by microgrid site and the anticipated duration these Tier 1 / Tier 2 loads could be powered by the BESS alone if solar power was not available for an extended duration. In the event that a Microgrid fails to meet the Run-Time Guarantee on an annualized basis, ENGIE Services U.S. will compensate District at a rate of Five Hundred Dollars (\$500) per hour for the period the Microgrid was noncompliant, subject to an annual maximum cap of Five Thousand Dollars (\$5,000) per Microgrid (escalated at 3% annually).

**Table E-5**

Site	RFP Tier1/2 Load (kW)	RFP Critical Load as % of Total Load	kW	kWh	Maximum Degradation during 28 year term	Minimum Usable Capacity during 28 year term	ENGIE SOCr	BESS only Runtime
Dos Pueblos HS	8.98	4.06%	557.5	1115	30%	780.5	178.7	17.5
District Office/La Cuesta	2.16	7.35%	111.5	223	30%	156.1	35.7	14.5
Facilities/Maint/Warehouse	7.8	49.92%	111.5	223	30%	156.1	50.0	5.5
La Cumbre JHS	5.68	10.02%	223	446	30%	312.2	71.5	11.0
San Marcos HS	8.68	6.85%	446	892	30%	624.4	143.0	14.5
Santa Barbara HS	10.3	7.34%	446	892	30%	624.4	143.0	12.0

- 5. **Exclusions:** The Run-time Guarantee shall not apply under the following circumstances:
  - a. Material Critical Load Changes will be reviewed for mutually agreeable changes to Run-Time Guarantees.
  - b. An Outage Event caused by acts of God and/or acts of terrorism and vandalism that specifically prevents effective Solar Microgrid operations.
  - c. A District Electrical Infrastructure **change or** failure that prevents the Microgrid from safely powering campus loads.

**ARTICLE 5. DISTRICT OBLIGATIONS**

**Section 5.01** ENGIE Services U.S.’s obligations under this Agreement are expressly conditioned upon providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the BESS, Generating Facilities and Microgrid Facilities and any related areas that may be reasonably necessary for performance of the Resiliency Services, including reasonable work, parking, and equipment staging areas. available to ENGIE Services U.S. as of the applicable Commercial Operation Date.
- b. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities,

- c. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Systems as necessary for ENGIE Services U.S. to satisfy its obligations under this Agreement.
- d. Remediating, pursuant to Applicable Law, any known Hazardous Substances as of the execution date of this Performance Services Agreement that are encountered by ENGIE Services U.S. during the performance of the Resiliency Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.

Section 5.02 ENGIE Services U.S. will have no obligation to provide the M&V Services or the Resiliency Services (including Extended Resiliency Services) to the extent such provision of such Services is materially adversely affected by the District failure to satisfy the conditions set forth in this Agreement.

## **ARTICLE 6. SUBCONTRACTORS**

Section 6.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Agreement, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Services. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 6.02 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, or by the District, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Services at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Services is performed. In accordance with California Labor Code §§1773 and 1773.2, District will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Services is to be performed, for each craft, classification or type of worker needed to execute the Services at the Project Location, and will cause copies of such determinations to be kept on file at its principal office.

## **ARTICLE 7. LIMITATION OF LIABILITY**

Section 7.01 Waiver of Consequential Damages and Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, , INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 8. INSURANCE**

Section 8.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in Article 14 of the PPA.

## **ARTICLE 9. CONDITIONS BEYOND CONTROL OF THE PARTIES**

If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Agreement by reason of any Excusable Event, such circumstance will not constitute a default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Agreement as a result of any Excusable Event.

## **ARTICLE 10. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY**

If a dispute arises out of or relates to this Agreement, or the services contemplated by this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 10 by giving notice to the other Party. Senior management representatives of Engie Services, U.S. and administrative representatives of District will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the Parties' representatives are unable to resolve a Dispute or if the conference is not held within the time provided herein, either Party may submit the Dispute to mediation.

If the Dispute is not settled by conference, the Parties will endeavor to settle the Dispute by mediation with a mediator agreed upon by the Parties or under the Commercial Mediation Procedures of JAMS. Mediation is a condition precedent to litigation or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with JAMS (if applicable), the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.



**ARTICLE 15. NO WAIVER**

The failure of ENGIE Services U.S. or District to insist upon the strict performance of this Agreement will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or District.

**ARTICLE 16. HEADINGS**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

**ARTICLE 17. COUNTERPARTS; INTEGRATION**

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by email or fax will be effective as delivery of a manually executed counterpart of this Agreement.

*[the Parties' signatures appear on the following page]*

DRAFT

**Monitoring, Verification and Resiliency Services Agreement  
Santa Barbara USD and ENGIE Services U.S.**

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement by their duly authorized officers on the date first above written.

**ENGIE SERVICES U.S.:**

**DISTRICT:**

**ENGIE Services U.S. Inc.**

**Santa Barbara Unified School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

DRAFT

**ATTACHMENT A  
PROJECT LOCATIONS**

<b>Site Name</b>	<b>Site Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
Adams ES	2701 Las Positas Rd	Santa Barbara	CA	93105
Cleveland ES	123 Alameda Padre Serra	Santa Barbara	CA	93103
Dos Pueblos HS	7266 Alameda Ave	Goleta	CA	93117
Facilities/Maintenance/Warehouse	720 Santa Barbara St	Santa Barbara	CA	93101
Franklin ES/Children's Center/Adelante Charter	1102 E Yanonali St	Santa Barbara	CA	93103
Goleta Valley JHS	6100 Stow Canyon Rd	Goleta	CA	93117
La Colina JHS	4025 Foothill Rd	Santa Barbara	CA	93110
La Cuesta Continuation HS & District Admin	905 N Nopal St	Santa Barbara	CA	93103
La Cumbre JHS & SB Community Academy	2255 Modoc Rd	Santa Barbara	CA	93101
Monroe ES	431 Flora Vista Dr	Santa Barbara	CA	93109
Roosevelt ES	1990 Laguna St	Santa Barbara	CA	93101
Santa Barbara HS	700 E Anapamu St	Santa Barbara	CA	93103
Santa Barbara JHS	721 E Cota St	Santa Barbara	CA	93103
San Marcos HS	4750 Hollister Ave	Santa Barbara	CA	93110

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EXHIBIT 1

ANNUAL SAVINGS BY MONTH

Table E-6: Dos Pueblos HS - Annual Savings by Month

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	0	0	0	0	0	160	53	70	83	0	0	0
Maximum Part Peak (kW)	14	19	0	48	38	0	0	0	0	27	17	26
Maximum Demand (kW)	64	77	83	71	69	67	53	70	83	65	47	62
Peak Consumption (kWh)	0	0	0	0	0	4,378	247	6,213	6,885	0	0	0
Part-Peak Consumption (kWh)	10,415	10,039	8,787	9,061	8,038	1,577	1,299	1,354	2,691	9,199	10,880	10,630
Off-Peak Consumption (kWh)	1,807	1,720	4,046	4,640	5,696	-7,835	-8,036	-9,607	-11,423	2,191	1,382	1,495
Super Off-Peak Consumption (kWh)	-13,912	-13,393	-14,650	-15,600	-15,683	0	0	0	0	-13,046	-13,977	-13,820

Table E-7: Facilities/Maintenance/Warehouse - Annual Savings by Month

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	0	0	0	0	0	14	1	11	-3	0	0	0
Maximum Part Peak (kW)	3	6	0	1	7	0	0	0	0	7	7	2
Maximum Demand (kW)	9	9	11	10	9	10	8	9	9	2	9	9
Peak Consumption (kWh)	0	0	0	0	0	1,125	1,012	1,255	1,200	0	0	0

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Part-Peak Consumption (kWh)	1,347	1,196	1,464	1,587	1,533	445	415	408	424	1,781	1,508	1,433
Off-Peak Consumption (kWh)	1,118	1,068	1,148	973	977	-1,903	-1,905	-2,032	-1,964	930	967	981
Super Off-Peak Consumption (kWh)	-2,808	-2,580	-2,979	-2,916	-2,856	0	0	0	0	-3,082	-2,819	-2,752

**Table E-8: La Cuesta Continuation HS & District Admin - Annual Savings by Month**

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	0	0	0	0	0	13	12	10	-1	0	0	0
Maximum Part Peak (kW)	6	7	1	14	14	0	0	0	0	3	13	5
Maximum Demand (kW)	12	14	11	11	9	13	11	14	16	6	14	10
Peak Consumption (kWh)	0	0	0	0	0	1,773	1,536	1,796	1,694	0	0	0
Part-Peak Consumption (kWh)	2,318	2,019	2,271	2,359	2,023	547	489	500	549	2,388	2,335	2,268
Off-Peak Consumption (kWh)	371	380	474	328	527	-2,709	-2,547	-2,699	-2,616	384	445	459
Super Off-Peak Consumption (kWh)	-3,073	-2,746	-3,133	-3,069	-2,918	0	0	0	0	-3,159	-3,162	-3,113

**Table E-9: La Cumbre JHS & SB Community Academy - Annual Savings by Month**

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	0	0	0	0	0	30	8	32	31	0	0	0
Maximum Part Peak (kW)	8	19	16	11	28	0	0	0	0	0	20	0

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Maximum Demand (kW)	15	34	24	23	23	27	15	24	29	20	20	19
Peak Consumption (kWh)	0	0	0	0	0	2,963	1,974	3,496	3,046	0	0	0
Part-Peak Consumption (kWh)	4,350	4,346	4,355	4,424	4,252	1,030	971	1,010	1,173	4,672	4,557	4,293
Off-Peak Consumption (kWh)	996	609	1,141	720	1,278	-4,734	-4,990	-5,292	-4,980	665	934	932
Super Off-Peak Consumption (kWh)	-6,114	-5,665	-6,288	-5,885	-6,325	0	0	0	0	-6,103	-6,252	-5,970

**Table E-10: Santa Barbara HS - Annual Savings by Month**

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	0	0	0	0	0	97	38	103	68	0	0	0
Maximum Part Peak (kW)	3	24	10	5	9	0	0	0	0	19	26	1
Maximum Demand (kW)	43	49	40	38	38	49	33	62	68	26	51	51
Peak Consumption (kWh)	0	0	0	0	0	4,984	3,412	7,507	6,191	0	0	0
Part-Peak Consumption (kWh)	9,893	8,690	9,423	9,160	9,432	2,580	1,257	2,908	2,920	9,320	9,826	9,379
Off-Peak Consumption (kWh)	966	694	1,437	1,592	1,143	-9,106	-7,112	-12,042	-10,664	1,418	1,252	1,431
Super Off-Peak Consumption (kWh)	-12,414	-10,753	-12,418	-12,272	-12,093	0	0	0	0	-12,294	-12,610	-12,364

Table E-11: San Marcos HS - Annual Savings by Month

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (kW)	0	0	0	0	0	105	16	43	91	0	0	0
Maximum Part Peak (kW)	6	20	0	0	16	0	0	0	0	7	4	9
Maximum Demand (kW)	54	56	56	43	53	58	36	50	73	42	56	71
Peak Consumption (kWh)	0	0	0	0	0	3,318	-790	4,080	5,582	0	0	0
Part-Peak Consumption (kWh)	6,362	7,273	6,770	6,406	5,453	927	750	897	1,237	5,776	7,647	5,992
Off-Peak Consumption (kWh)	1,469	1,401	3,310	3,242	4,629	-5,726	-4,292	-6,498	-8,197	1,546	1,229	1,346
Super Off-Peak Consumption (kWh)	-8,941	-9,899	-11,524	-10,968	-11,603	0	0	0	0	-8,418	-10,094	-8,393

**EXHIBIT 2**  
**SCE TOU TABLES**

**Table E-12: Dos Pueblos HS - SCE GS-3-TOU (Option E)**

<b>TOU Element</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Maximum Peak Demand (\$/kW)						\$4.30	\$4.30	\$4.30	\$4.30			
Maximum Part Peak (\$/kW)	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75					\$0.75	\$0.75	\$0.75
Maximum Demand (\$/kW)	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69
Peak Consumption (\$/kWh)						\$0.4900	\$0.4900	\$0.4900	\$0.4900			
Part-Peak Consumption (\$/kWh)	\$0.1115	\$0.1115	\$0.1115	\$0.1115	\$0.1115	\$0.1869	\$0.1869	\$0.1869	\$0.1869	\$0.1115	\$0.1115	\$0.1115
Off-Peak Consumption (\$/kWh)	\$0.0988	\$0.0988	\$0.0988	\$0.0988	\$0.0988	\$0.1257	\$0.1257	\$0.1257	\$0.1257	\$0.0988	\$0.0988	\$0.0988
Super Off-Peak Consumption (\$/kWh)	\$0.0871	\$0.0871	\$0.0871	\$0.0871	\$0.0871					\$0.0871	\$0.0871	\$0.0871

**Table E-13: Facilities/Maintenance/Warehouse - SCE GS-2-TOU (Option E)**

<b>TOU Element</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Maximum Peak Demand (\$/kW)						\$4.53	\$4.53	\$4.53	\$4.53			
Maximum Part Peak (\$/kW)	\$0.88	\$0.88	\$0.88	\$0.88	\$0.88					\$0.88	\$0.88	\$0.88
Maximum Demand (\$/kW)	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20
Peak Consumption (\$/kWh)						\$0.5393	\$0.5393	\$0.5393	\$0.5393			

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Part-Peak Consumption (\$/kWh)	\$0.0263	\$0.0263	\$0.0263	\$0.0263	\$0.0263	\$0.1883	\$0.1883	\$0.1883	\$0.1883	\$0.0263	\$0.0263	\$0.0263
Off-Peak Consumption (\$/kWh)	\$0.1007	\$0.1007	\$0.1007	\$0.1007	\$0.1007	\$0.1306	\$0.1306	\$0.1306	\$0.1306	\$0.1007	\$0.1007	\$0.1007
Super Off-Peak Consumption (\$/kWh)	\$0.0883	\$0.0883	\$0.0883	\$0.0883	\$0.0883					\$0.0883	\$0.0883	\$0.0883

**Table E-14: La Cuesta Continuation HS & District Admin - SCE GS-2-TOU (Option E)**

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (\$/kW)						\$4.53	\$4.53	\$4.53	\$4.53			
Maximum Part Peak (\$/kW)	\$0.88	\$0.88	\$0.88	\$0.88	\$0.88					\$0.88	\$0.88	\$0.88
Maximum Demand (\$/kW)	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20	\$8.20
Peak Consumption (\$/kWh)						\$0.5393	\$0.5393	\$0.5393	\$0.5393			
Part-Peak Consumption (\$/kWh)	\$0.0348	\$0.0348	\$0.0348	\$0.0348	\$0.0348	\$0.1883	\$0.1883	\$0.1883	\$0.1883	\$0.0348	\$0.0348	\$0.0348
Off-Peak Consumption (\$/kWh)	\$0.1007	\$0.1007	\$0.1007	\$0.1007	\$0.1007	\$0.1306	\$0.1306	\$0.1306	\$0.1306	\$0.1007	\$0.1007	\$0.1007
Super Off-Peak Consumption (\$/kWh)	\$0.0883	\$0.0883	\$0.0883	\$0.0883	\$0.0883					\$0.0883	\$0.0883	\$0.0883

**Table E-15: La Cumbre JHS & SB Community Academy - SCE GS-2-TOU (Option E)**

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (\$/kW)						\$4.530	\$4.530	\$4.530	\$4.530			
Maximum Part Peak (\$/kW)	\$0.880	\$0.880	\$0.880	\$0.880	\$0.880					\$0.880	\$0.880	\$0.880

**Monitoring, Verification and Resiliency Services Agreement  
Santa Barbara USD and ENGIE Services U.S.**

Maximum Demand (\$/kW)	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200	\$8.200
Peak Consumption (\$/kWh)						\$0.5393	\$0.5393	\$0.5393	\$0.5393				
Part-Peak Consumption (\$/kWh)	\$0.0248	\$0.0248	\$0.0248	\$0.0248	\$0.0248	\$0.1883	\$0.1883	\$0.1883	\$0.1883	\$0.0248	\$0.0248	\$0.0248	
Off-Peak Consumption (\$/kWh)	\$0.1007	\$0.1007	\$0.1007	\$0.1007	\$0.1007	\$0.1306	\$0.1306	\$0.1306	\$0.1306	\$0.1007	\$0.1007	\$0.1007	
Super Off-Peak Consumption (\$/kWh)	\$0.0883	\$0.0883	\$0.0883	\$0.0883	\$0.0883					\$0.0883	\$0.0883	\$0.0883	

**Table E-16: Santa Barbara HS - SCE GS-3-TOU (Option E)**

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (\$/kW)						\$4.30	\$4.30	\$4.30	\$4.30			
Maximum Part Peak (\$/kW)	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75					\$0.75	\$0.75	\$0.75
Maximum Demand (\$/kW)	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69
Peak Consumption (\$/kWh)						\$0.4900	\$0.4900	\$0.4900	\$0.4900			
Part-Peak Consumption (\$/kWh)	\$0.0710	\$0.0710	\$0.0710	\$0.0710	\$0.0710	\$0.1869	\$0.1869	\$0.1869	\$0.1869	\$0.0710	\$0.0710	\$0.0710
Off-Peak Consumption (\$/kWh)	\$0.0988	\$0.0988	\$0.0988	\$0.0988	\$0.0988	\$0.1257	\$0.1257	\$0.1257	\$0.1257	\$0.0988	\$0.0988	\$0.0988
Super Off-Peak Consumption (\$/kWh)	\$0.0871	\$0.0871	\$0.0871	\$0.0871	\$0.0871					\$0.0871	\$0.0871	\$0.0871

**Table E-17: San Marcos HS - SCE GS-3-TOU (Option E)**

TOU Element	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Peak Demand (\$/kW)						\$4.30	\$4.30	\$4.30	\$4.30			

**Monitoring, Verification and Resiliency Services Agreement  
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Maximum Part Peak (\$/kW)	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75					\$0.75	\$0.75	\$0.75
Maximum Demand (\$/kW)	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69
Peak Consumption (\$/kWh)						\$0.4900	\$0.4900	\$0.4900	\$0.4900			
Part-Peak Consumption (\$/kWh)	\$0.2452	\$0.2452	\$0.2452	\$0.2452	\$0.2452	\$0.1869	\$0.1869	\$0.1869	\$0.1869	\$0.2452	\$0.2452	\$0.2452
Off-Peak Consumption (\$/kWh)	\$0.0988	\$0.0988	\$0.0988	\$0.0988	\$0.0988	\$0.1257	\$0.1257	\$0.1257	\$0.1257	\$0.0988	\$0.0988	\$0.0988
Super Off-Peak Consumption (\$/kWh)	\$0.0871	\$0.0871	\$0.0871	\$0.0871	\$0.0871					\$0.0871	\$0.0871	\$0.0871

SUMMER: (June 1 through September 30)

Peak: 4:00pm to 9:00pm Weekdays  
 Part/Mid-peak: 4:00pm to 9:00pm Weekends & Holidays  
 Off-peak: All other Hours

WINTER (October 1 through May 31)

Part/Mid-peak: 4:00pm to 9:00pm Every day, including weekends and holidays  
 Off-Peak: 9:00pm to 8:00am Every day, including weekends and holidays  
 Super Off-peak: All other Hours