County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
43 June 19, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 19, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS:
HARBOR-UCLA MEDICAL CENTER
SURGERY/EMERGENCY REPLACEMENT PROJECT
AUTHORIZE EXECUTION OF AGREEMENTS WITH
SOUTHERN CALIFORNIA EDISON
SPECS. 5110; CAPITAL PROJECT NO. 69220
(SECOND DISTRICT) (3 VOTES)

SUBJECT

These actions will approve and delegate authority to the Chief Executive Office and the Director of Health Services, or his designee, to execute two separate agreements with Southern California Edison for: 1) a Net Energy Metering and Generating Facility Interconnection Agreement for the 92.5 kilo-Watt photovoltaic panel system, which will result in a one-time payment to the County of $137,907 under Southern California Edison's California Solar Initiative Program; and 2) a Savings by Design Program for Partnerships 2010-2012 Whole Building Approach Owner Agreement, which will result in an additional one-time payment to the County for $500,000 under Southern California Edison's Savings by Design Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Chief Executive Office to execute the Net Energy Metering and Generating Facility Interconnection Agreement with Southern California Edison for the 92.5 kilo-Watt photovoltaic panel system that was constructed as part of the Harbor-UCLA Medical Center Surgery/Emergency Replacement Project to allow the County to receive a one-time payment of $137,907.

2. Approve and delegate authority to the Director of Health Services, or his designee, to execute the Whole Building Approach Owner Agreement with Southern California Edison, to allow the County to receive a one-time financial incentive through the Savings by Design Program for Partnerships in the amount of $500,000 for the Harbor-UCLA Medical Center Surgery/Emergency Replacement Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 2009, the Board approved the award of the Harbor-UCLA (H-UCLA) Medical Center Surgery/Emergency (S/E) Replacement Project, including an option for a parking structure with a system of photovoltaic (PV) panels on the roof. The PV panel system generates electricity that is used for the parking structure lighting and elevators, and any excess electricity will be transmitted into Southern California Edison's (SCE) electrical grid. The parking structure and the PV panel system are substantially complete. However, SCE's final inspection of the PV panel system was deferred until an SCE Net Energy Metering and Generating Facility Interconnection Agreement (Interconnection Agreement) is executed.

Net Energy Metering and Generating Facility Interconnection Agreement

The attached Interconnection Agreement is a "form contract" from SCE that customers are required to execute in order to install generating facilities being connected to SCE's electrical grid. Execution of the Interconnection Agreement by the County is a precondition to SCE's final inspection of the PV panel system, as well as to connecting the County's PV panel system to SCE's electrical grid. Approval of the recommended action will delegate authority to the Chief Executive Office (CEO) to execute the Interconnection Agreement with SCE.

Based on the 92.5 kilo-Watt size of the PV panel system and its estimated 25-year service life, it is anticipated that reduced utility costs of about $510,000 would be realized over the service life of the PV panel system. Additionally, under SCE's California Solar Initiative (CSI), which provides incentives for solar energy systems (up to 1 Megawatt), the County would receive a one-time payment of $137,907 (Attachment B). Execution of the Interconnection Agreement will not impact operation of the PV panel system or the parking structure, and will maintain the County's eligibility to receive CSI incentive payments (Attachment C).

Savings by Design Program for Partnerships Agreement

The design, material, installation, and testing of the PV panel system cost the County $775,000, and was completed under the design-build contract as part of the overall parking structure scope. The Department of Public Works (Public Works) and

Internal Services Department (ISD) coordinated with SCE in the design of the PV panel system portion of the parking structure construction to meet SCE's Savings by Design Program for Partnerships (SDPP) requirements. These SDPP requirements were met; and, therefore, SCE will provide a one-time payment of $500,000 to the County, as a partial offset for the cost of installing the PV panel system. In order for SCE to provide this financial incentive, the County is required to execute the attached SCE SDPP 2010-2012 Whole Building Approach (WBA) Owner Agreement (Owner Agreement), which is a standard agreement provided by SCE.

Under the terms of SCE's Owner Agreement, the County is obligated to maintain operation of the PV panel system for a minimum period of five years and continue to provide electrical energy to SCE during this period. In the event that the County ceases to provide electrical energy to SCE before the end of the five year period, the County must reimburse SCE based on a five year prorated amount of the $500,000. Under the terms of the Owner Agreement, the reference to "providing electrical energy to SCE" means that the PV panel system is connected to SCE's system, and any power generated by the PV panel system in excess of the power demand of the parking structure would be returned to the SCE power grid. The SCE funding for this program is limited and will be paid on a first-come, first-served basis, subject to the availability of funds.

The Board's approval of this recommendation will approve and delegate authority to the Director of Health Services, or his designee, to execute SCE's Owner Agreement. The proceeds from this reimbursement will be deposited into the H-UCLA S/E Replacement Project account that is held with U.S. Bank, the bond trustee.

Both the Interconnection and Owner Agreements must be fully executed by June 29, 2012, to receive the full incentive value of $637,907. In the event that both Agreements are not executed prior to the deadline, the total incentive is reduced to $287,907.

Implementation of Strategic Plan Goals

The recommended actions meet the Countywide Strategic goal of Operational Effectiveness (Goal 1) by leveraging the resources of the Capital Project Program to obtain SCE cash incentives.

FISCAL IMPACT/FINANCING

The proceeds from both one-time payments at a total of $637,907 will be deposited into the H-UCLA S/E Replacement Project account that is held with U.S. Bank, the bond trustee and used for Project expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Both Interconnection and Owner Agreements contain terms and conditions that have been reviewed by County Counsel and are in accordance with applicable laws, safety standards, and existing governmental regulations, or orders.

The indemnification language contained in the Interconnection Agreement differs from the County's standard indemnification language; however, the indemnification language is mutual. As such, the County and SCE agree to indemnify one another on reciprocal terms and conditions. Each party agrees to defend and indemnify the other party against claims arising out of/or in connection with the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection, or ownership of its own facilities, and/or due to the making of replacements, additions, betterments to, or reconstruction of its own facilities. The indemnity obligation applies notwithstanding the active or passive negligence of the party being indemnified. However, neither party is indemnified for any loss, liability, damage, claim, charge, demand, or expense resulting from its sole negligence or willful misconduct. Peer reviewers procured by Public Works have reviewed the design of the PV panel system and found that the system contains sufficient safeguards to protect both the County's and SCE's equipment from electrical surge.

ENVIRONMENTAL DOCUMENTATION

On April 11, 2006, the Board approved the Mitigated Negative Declaration (MND) for the H-UCLA S/E Replacement Project in compliance with the California Environmental Quality Act (CEQA). On April 13, 2010, the Board approved an Addendum to the MND, which addressed the additional construction of the parking structure and the PV panel system as part of the Project. The recommended actions are within the scope of the previously adopted MND and Addendum.

CONTRACTING PROCESS

Net Energy Metering and Generating Facility Interconnection Agreement

Execution of the Interconnection Agreement with SCE is required prior to SCE's final inspection of the PV panel system and is a precondition to connecting the system to the electrical grid. Execution of the Interconnection Agreement will not impact operation of the PV panel system or the parking structure, and will maintain the County's eligibility to receive CSI incentive payments (Attachment C).

Savings by Design Program for Partnerships Agreement

The SCE's Owner Agreement is the standard agreement developed by SCE for its Energy Efficiency Incentive Program. It represents the culmination of coordination between SCE, ISD, and Public Works to include the PV panel system in SCE's (Attachment D).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the recommended actions will have no impact on current County services or other projects.

CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Projects Division; Department of Health Services, Capital Projects Division; and Department Public Works, Project Management Division I.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RB:DJT
SW:TH:mc

Attachments

c: Executive Office, Board of Supervisors
Auditor-Controller
County Counsel
Health Services
Internal Services
Public Works

ATTACHMENT A
June 19, 2012

DEPARTMENT OF PUBLIC WORKS:
HARBOR-UCLA MEDICAL CENTER
SURGERY/EMERGENCY REPLACEMENT PROJECT
AUTHORIZE EXECUTION OF AGREEMENTS WITH
SOUTHERN CALIFORNIA EDISON
SPECS. 5110; CAPITAL PROJECTS NO. 69220

I. HARBOR-UCLA S/E - PROJECT SCHEDULE

Project Activity	Board-Approved Schedule Completion Date	Proposed Schedule Completion Date
Environmental Documents	04/11/2006*	04/11/2006*
Amendment to MND	N/A	03/30/2010*
Make-Ready		
Jurisdictional Approvals	06/12/2006*	06/12/2006*
Construction Award	10/18/2006*	10/18/2006*
Construction Start	10/19/2006*	10/19/2006*
Substantial Completion	05/31/2010*	05/31/2010*
Surgery/Emergency Building		
Contract Award	09/08/2009*	09/08/2009*
Jurisdictional Approvals	12/26/2011	12/26/2011
Construction Start	11/24/2009*	11/24/2009*
Overall Project Completion	07/24/2013	07/24/2013
Parking Structure		
Jurisdictional Approvals	04/26/2010*	04/26/2010*
Construction Start	04/26/2010*	04/26/2010*
Substantial Completion	01/15/2011*	01/15/2011*
Backfill		
Jurisdictional Approvals	TBD	TBD
Construction Award	TBD	TBD
Construction Start	TBD	TBD
Substantial Completion	TBD	TBD

* Indicates actual date.

ATTACHMENT B
June 19, 2012

DEPARTMENT OF PUBLIC WORKS:
HARBOR-UCLA MEDICAL CENTER
SURGERY/EMERGENCY REPLACEMENT PROJECT
AUTHORIZE EXECUTION OF AGREEMENTS WITH
SOUTHERN CALIFORNIA EDISON
SPECS. 5110; CAPITAL PROJECTS NO. 69220

SOUTHERN CALIFORNIA EDISON CALIFORNIA SOLAR INCENTIVE CLAIM FORM

(SEE ATTACHED)

California Solar Initiative (CSI) Incentive Claim Form	
Form Version	07-2009
Program Administrator	Southern California Edison
Reservation Number	SCE-CSI-11589
Preparation Date	04/23/12

Instructions: This checklist must be completed. Please refer to the latest version of the CSI Program Handbook for detailed instructions on eligibility and application requirements. The purpose of this checklist is to assist in the completion of information materials required for review of the incentive claim and to speed processing of the reimbursements. Incomplete Incentive Claim Forms will be returned to the sender. Print this form and obtain required signatures. Then proceed to the next page and electronically attach a scan of the signed form as a PDF file.

INCENTIVE CLAIM CHECKLIST

Please include these items with the application

- ☑ Completed Incentive Claim Form with Signature
- ☐ PMRS Cost Cap Exemption Documentation (if applicable)
- ☐ Revised EPBB Calculation Printout (if applicable)
- ☐ Signed Field Verification Certification Form (for Reservation Request Applications first received on or after 7/1/09)
- ☐ Copy of Retro-commissioning report (EPBB Existing Commercial buildings >= 100,000 sq ft and Benchmarking < 75 for Reservation Request Applications first received on or after 7/1/09)

HOST CUSTOMER	
Company Name	County of Los Angeles
Contact Person Name	Stuart H. Brehm III
Contact Person Title	Senior Capital Projects Manager, PW, Project Management Division 1
Mailing Address	900 S. Fremont Ave. / 5th Floor
City, State, Zip	Fremont, CA 91803
Business Phone	(424) 222-7160

SYSTEM OWNER: Same as Host Customer

PAYEE: Same as Host Customer

APPLICANT	
Company Name	Morrow-Meadows Corporation
Contact Person Name	Eric Engberson
Contact Person Title	
Mailing Address	665 Brea Canyon Road
City, State, Zip	Walnut, CA 91789
Business Phone	(909) 594-4161 x7139

SELLER	
Company Name	Morrow-Meadows Corporation
Contact Person Name	Praveen Jha
Contact Person Title	
Mailing Address	231 Benton Court
City, State, Zip	City of Industry, CA 91789
Business Phone	(909) 594-4161 x7250

SOLAR CONTRACTOR: Same as Seller

CONFIRMATION OF INCENTIVE RESERVATION

The photovoltaic system must be placed in service and a copy of this Reservation Confirmation and Incentive Claim Form, including all appropriate documentation, must be submitted to the Program Administrator. Claim forms will be accepted no later than the Reservation Expiration Date. This reservation is nontransferable and the photovoltaic system must be installed on the Host Customer Site listed below and as submitted on the original Reservation Request Form. The information for this section is found on your Reservation Confirmation Letter.

Incentive Classification	☐ **Residential** ☐ **Commercial** ☐ **Non-Profit** ☑ **Government**
Site Address	**1000 W. Carson St**
City, State, Zip	**Torrance, CA 90502**
Incentive Type	**FiveYearPBI**
PBI Incentive Level	**$.1900 per kWh**
PBI Reservation Incentive Amount	**$137,907.00**
EPBB System Size	**82.857 kW-ptc**
Reservation Expiration	

AS-BUILT CLAIM

Equipment Information

PV MODULES

Array	Manufacturer	Model Number	Model Rating	Quantity	Array Rating
Carport Structure	Suntech Power	STP270-24/Vb-1	244.7 W-ptc	396	96,901.2 W-ptc

INVERTERS

Array	Manufacturer	Model Number	Model Rating	Quantity	Efficiency
Carport Structure	PV Powered	PVP75KW-480	75,000 W-AC	2	95.5%

CEC-AC System Rating

95.5% x (96.9012 kW) **92.541 kW**

ARRAY ORIENTATION: Carport Structure

☑ Fixed ☐ Single-Axis Tracking ☐ Dual-Axis Tracking

MOUNTING METHOD

3" to 6" average standoff

SHADING

Minimal Shading

ENERGY PRODUCTION

Estimated Annual Energy Production **145,165 kWh/yr**

California Solar Initiative (CSI) Incentive Claim Form

Form Version	07-2009
Program Administrator	Southern California Edison
Reservation Number	SCE-CSI-11589
Preparation Date	04/23/12

Project Incentive Calculation and Cost Information

CSI System Rating Calculation

CEC-AC System Rating	92.541 kW-ptc	Calculated above	(1)
Design Factor	89.535%		(2)
CSI System Size	82.857 kW-ptc	Multiply (1) times (2)	(3)

Prorate System Cost if CEC-AC System Size Exceeds 1,000 kW

CSI System Size	82.857 kW-ptc	Enter (3)	(4)
Eligible CSI System Size	82.857 kW-ptc	Enter the smaller of (4), or 1,000 times (2)	(5)
Project Cost	$529,100.00	Enter project cost	(6)
Eligible Project Cost	$529,100.00	Multiply (6) times (5) divided by (4)	(7)

Other Financial Incentives in Addition to CSI (See CSI Handbook for details)

Source	Amount	Type	
Total Other Incentives	$0.00		(8)

Verify Incentives Don't Exceed System Owner's Out of Pocket Expenses

Eligible Project Cost	$529,100.00	Enter (7)	(9)
Total Other Incentives	$0.00	Enter (8)	(10)
Requested CSI Incentive	$137,907.00	Enter Requested CSI Incentive from next section	(11)
System Owner Out of Pocket Expenses*	$391,193.00	Subtract (10) and (11) from (9)	(12)

* Verification of Amount Shown required prior to CSI Incentive Payment

Requested Project Incentive

Incentive Type	☐ EPBB ☑ PBI	
Incentive Level	$0.1900 per kWh	
CEC PTC System Size	92.541 kW-ptc	
Requested CSI Incentive	$137,907.00	$0.1900 per kWh x 145,165 kWh/yr x 5 yrs.

PERFORMANCE METERING AND PMRS INFORMATION

Performance Monitoring and Reporting Service (PMRS) Provider	Deck Monitoring, LLC	
Performance Data Provider (PDP)	Deck Monitoring, LLC	

Performance Meter Information

Component	Manufacturer	Model Number	Serial Number
Meter	Elkor Technologies	WattsOn 1100-MCTA	

California Solar Initiative (CSI) Legal	
Form Version	07-2009
Program Administrator	Southern California Edison
Reservation Number	SCE-CSI-11589
Preparation Date	04/23/12

Final Cost Affidavit

By signing this affidavit ("Affidavit"), **County of Los Angeles** (who is both "Host Customer" and "System Owner"), referred to as "Parties," with respect to the Photovoltaic (PV) system project ("Project") at **1000 W. Carson St, Torrance, CA 90502** (site address), which is partially funded by the **Southern California Edison** ("Program Administrator") California Solar Incentive ("CSI") Program under Reservation Number SCE-CSI-11589, each certify and declare under penalty of perjury under the laws of the State of California that each of the statements in the paragraphs below are complete, true and correct.

Parties attest that the statements in the following paragraphs are true.

1. At the time the incentive payment is made, County of Los Angeles is the owner of the PV system ("System Owner") which comprise the Project and all the statements below are true and correct:
   - The information provided on the following forms is true and accurate:
     - Final Incentive Calculation Worksheet.
     - Final Incentive Claim Form.
     - Final Project cost Breakdown Worksheet.
   - System Owner incurred all costs referenced on the Project Cost Breakdown Worksheet.
   - Project is operating as intended according to Contract.
   - There are no post-sale agreements or agreements which go into effect after the initial sale is made which allow the seller or installer to use the PV system which comprise the Project in a sales or promotion campaign, or provide for cash payment(s) to Host Customer if the PV system does not perform to a certain level.

2. Cost to Project as referenced below are defined in the Incentive Claim Form and are identical to the costs submitted by Parties to Program Administrator in the final Project Cost Breakdown Spreadsheet (attached).
   Total Eligible Project Cost: **$529,100.00**
   Total Incentive Amount: **$137,907.00**

Each of the undersigned certifies under penalty of perjury that the foregoing is true and correct and that each is duly authorized to sign this Affidavit.

Incentive Claim

The undersigned declare under penalty of perjury under the laws of the State of California that 1) the information provided in this form is true, accurate and complete, 2) the above described generating system is new and intended to offset part or all of the Host Customers electrical needs at the site of installation, 3) the site of installation is located within the Utility's service territory and, the self-generating equipment is not intended solely as a back-up generator, 4) the Host Customer has received a copy of this completed form, 5) an electrical generating system meeting the terms and conditions of California Solar Initiative Program has been installed and is operating satisfactorily as of the date stated, 6) the rated electrical output of the generating system and the physical location of the system are as stated above under California Solar Initiative Program Reservation, Confirmation and Incentive Claim Form, 7) The Host Customer and System Owner (if applicable) understand that all other agreements, other program rebates, grants, forgiven loans, gifted equipment, financial incentives, post-installation agreements, Renewable Energy Credits (aka RECs, Green Credits, etc.), and performance payments are "other incentives" and must be disclosed, and 8) except as noted below, there were no changes in the information regarding the Host Customer's generating system specifications, installation location or price from that information provided in the Reservation Request Form originally submitted by the undersigned, installation location or price from that information provided in the Reservation Request Form originally submitted by the undersigned.

Program Warranty

The undersigned declares that the system includes a minimum 10-year warranty provided in combination by the manufacturer and solar contractor to protect the purchaser against defective workmanship, system or component breakdown, or degradation in electrical output of more than fifteen percent from their originally rated electrical output during the ten-year period. The warranty must cover the solar generating system only, including PV modules (panels) and inverters, solar collectors, tracking mechanisms, heat exchangers, pumps, heat driven cooling systems associated with the solar system and provide for no-cost repair or replacement of the system or system components, including any associated labor during the warranty period.

For self-installed systems, the undersigned declares that the system includes a minimum 10-year warranty on the equipment to be installed to protect the purchaser against breakdown or electrical output degradation of major system components. In this case, the warranty need not cover the labor costs associated with removing or replacing major components because any repairs would be done by the self-installer or at the self-installer's expense.

Additionally, meters must have a one-year warranty to protect against defective workmanship, system or component breakdown, or degradation in electrical output of more than fifteen percent from their originally rated electrical output during the warranty period. For meters that are integrated into the inverter, the meter warranty period must be 10 years.

X **Host Customer Initial:**	Bill	X **Date:**	4/25/2012
System Owner (if not Host Customer) Initial:		**Date:**	

Tax Liability

I understand that the incentives may be taxable and if greater than $600, may be reported to the IRS unless I am exempt from reporting or a residential customer receiving the incentives. The Program Administrator may report such rebate payments on IRS Form 1099 unless I have checked corporation or exempt tax status above. You are urged to consult your tax adviser concerning the taxability of rebates. Program Administrator is not responsible for any taxes that may be imposed on you or your business as a result of your receipt of this rebate.

HOST CUSTOMER	
Name	**Stuart H. Brehm III**
Title	**Senior Capital Projects Manager, PW, Project Management Division 1**
Company	**County of Los Angeles**
X Signature	
X Date	4/25/12

SYSTEM OWNER (IF NOT HOST CUSTOMER)	
Name	
Title	
Company	
Signature	
Date	

ATTACHMENT C
June 19, 2012

DEPARTMENT OF PUBLIC WORKS:
HARBOR-UCLA MEDICAL CENTER
SURGERY/EMERGENCY REPLACEMENT PROJECT
AUTHORIZE EXECUTION OF AGREEMENTS WITH
SOUTHERN CALIFORNIA EDISON
SPECS. 5110; CAPITAL PROJECTS NO. 69220

SOUTHERN CALIFORNIA EDISON NET METERING AND GENERATING FACILITY INTERCONNECTION SAMPLE AGREEMENT

(SEE ATTACHED)

SOUTHERN CALIFORNIA EDISON COMPANY
Net Energy Metering And Generating Facility Interconnection Agreement For Solar & Wind

This Net Energy Metering and Generating Facility Interconnection Agreement ("Agreement") is entered into by and between Los Angeles County ISD ("Customer"), and Southern California Edison Company ("SCE"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator set forth in Section 2827(b)(2) of the California Public Utilities Code.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

2.1	Generating Facility Identification number:	NM 500082174
2.2	Customer Meter Number:	V345N-000223
2.3	Customer Service Account Number:	3-012-4211-96
2.4	Applicable Rate Schedule:	TOU-8-B
2.5	Generating Facility Location:	220th/Vermont
		Torrance CA 90502

2.5.1 This Agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE's system at any other location without SCE's express written permission.

2.6	Generating Facility Technology (Solar, Wind or Hybrid):	Solar
2.7	Generating Facility Nameplate Rating (kW):	92.5
2.8	Estimated monthly energy production of Generating Facility (kWh):	12,153.00

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

3.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

3.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("Commission") regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741 and SCE's Rule 21-Generating Facility Interconnection.

3.3 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall provide such written approval within ten (10) working days from SCE's receipt of a copy of the final inspection or approval of the Generating Facility which has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

3.4 Customer shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.7 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SCE.

4. METERING AND BILLING:

Metering requirements and billing procedures shall be set forth in the SCE and/or Energy Service Provider's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:

5.1 SCE may require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:

(a) Whenever SCE deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or

(b)Whenever SCE determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected.

5.3 Whenever feasible, SCE shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

6. ACCESS TO PREMISES:

SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only:

(a) To inspect Customer's protective devices or check meter(s) to ascertain there is no power flow; or

(b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the Generating Facility, or the absence or failure of properly operating protective devices.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys, lock box key, or padlock, or make other mutually agreed upon arrangements.

7. INDEMNITY AND LIABILITY:

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.

7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

7.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities and SCE shall not be liable for any such damage so caused.

8. GOVERNING LAW:

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.

9. CALIFORNIA PUBLIC UTILITIES COMMISSION:

9.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.

9.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10.3 This Agreement shall supersede any existing agreement under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 A new Customer of Record or New Party In (NPI), who owns, leases, or rents a premises with an operating generating facility, previously approved by SCE for interconnection, may take Net Metering Service at the generating facility site, on the condition that the NPI takes service under the Net Energy Metering Tariff and meets the requirements of this section. To be eligible, the NPI must: (1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time the Generating Facility was first approved for parallel operation; and (2) understand that SCE may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the NPI's facility, including NPI's name and Generating Facility location, capacity and operational characteristics. SCE will notify the NPI, by providing (1) a copy of the NEM Interconnection Agreement and its terms; (2) a copy of applicable NEM related Fact Sheets and (3) the SCE website location of the current NEM Rate Tariff. Additionally, a new Customer of Record or NPI who owns, leases, or rents a premise with an operating generating facility over 30 kW must sign the unchanged NEM and Interconnection Agreement.

10.6 A new Customer or NPI who owns rents or leases a premises that includes a NEM eligible electrical generating facility above 30 KW will need to sign a new interconnection agreement. If no changes are made to the interconnection facilities, the agreement will have identical terms and conditions as the ones approved for the previous Customer.

11. NOTICES:

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

CUSTOMER	**SOUTHERN CALIFORNIA EDISON CO.**
Los Angeles County ISD	Customer Solar & Self-Generation
Attn: Stuart H. Brehm III	Attn: NEM Program
900 S. Fremont Ave.	P.O. Box 800
Fremont CA 91803	Rosemead, CA 91770

11.2 Customer's notices to SCE pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.1.

12. TERM AND TERMINATION OF AGREEMENT:

12.1 This Agreement shall become effective when signed by Customer and SCE, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 11.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator set forth in Section 2827(b)(2) of the California Public Utilities Code and (c) termination of eligible Customer's Net Energy Metering arrangements with its Electric Service Provider.

13. SIGNATURES:

This Agreement may be executed in counterpart, and by electronic signature on the part of SCE, and copies of a Party's signed page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

	CUSTOMER		**SOUTHERN CALIFORNIA EDISON CO.**
By:		By:	
Name:	Los Angeles County ISD	Name:	Gary Barsley
Title:	Senior Capital Projects Manager, Los Angeles County	Title:	Manager, Customer Solar & Self-Generation
Date:		Date:	

ATTACHMENT D
June 19, 2012

DEPARTMENT OF PUBLIC WORKS:
HARBOR-UCLA MEDICAL CENTER
SURGERY/EMERGENCY REPLACEMENT PROJECT
AUTHORIZE EXECUTION OF AGREEMENTS WITH
SOUTHERN CALIFORNIA EDISON
SPECS. 5110; CAPITAL PROJECTS NO. 69220

SOUTHERN CALIFORNIA EDISON SAVINGS BY DESIGN PROGRAM FOR PARTNERSHIPS 2010–2012 WBA OWNER SAMPLE AGREEMENT

(SEE ATTACHED)

Savings By Design Program for Partnerships
2010 - 2012 WBA OWNER AGREEMENT

500000380
AGREEMENT NUMBER

County of Los Angeles, DPW
OWNER NAME

900 S. Fremont Ave.
ADDRESS

Alhambra, CA
CITY/STATE

91803
ZIP CODE

David Howard
CONTACT NAME

Asst. Deputy Director
TITLE

626-300-2300
PHONE NO.

FAX NO.

dhoward@dpw.lacounty.gov
E-MAIL

95-4461408
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER

Exempt
TAX STATUS:

County Government
EXEMPT REASON

David Howard
REPRESENTATIVE NAME

Asst. Deputy
TITLE

County of Los Angeles, DPW
COMPANY

900 S. Fremont Ave.
ADDRESS

Alhambra, CA
CITY/STATE

91803
ZIP CODE

626-300-2300
PHONE NO.

FAX NO.

dhoward@dpw.lacounty.gov
E-MAIL

H-UCLA MED CTR S/E REPLACEMENT
PROJECT NAME/LOCATION

1000 West Carson St.
ADDRESS

Torrance, CA
CITY/STATE

90507
ZIP CODE

016
BLD TYPE CODE

164,488
GROSS SF

164,488
COND. SQ. FT.

8062
FAC. SIC

12/17/2012
EST. COMPL. DATE

ATTACHED DOCUMENTATION:
X WBA Report
Engineering Calcs

PROJECT TYPE:
X New Construction
Renovation/Remodel

Exceed Title 24 By: 28.8 Percent

CODE	DESCRIPTION	kW	kW $	kWh	kWh $	Therms	Therm $	CO2 T.O.B./kWh
102	Overall Building Performance	263.7	$16,000	2,043,581	$483,000	1429	$1,000	2,043,581
209	Other Systems						$	0
	TOTALS	263.7	$16,000	2,043,581	$483,000	1429	$1,000	2,043,581

Estimated Subtotal Owner Incentive	**$500,000**
Proposed Green Certification	$0
Proposed Commissioning	$0
Proposed M & V	$0
Estimated Total Owner	**$500,000**

Not Applicable
FIELD DELIVERY MANAGER
Applicable only with Sustainability Incentives

N/A
Date

x
SCE REVIEWER/AUTHORIZED SIGNATURE

7/28/11
Date

OWNERS TERMS AND CONDI . .NS:
This Agreement is entered into by Southern California Edison (hereafter referred to as "Utility") and the Owner (as indicated herein). This Agreement is a one-time offer to provide design assistance and a financial incentive to the Owner for participation in the 2010-2012 Savings By Design Program for Partnerships ("Program") pursuant to the terms and conditions outlined herein and in the Savings By Design Program for Partnerships Documents ("Program Documents"). The Program Documents are incorporated into this Agreement by reference and include the 1) Savings By Design brochure, and the 2) 2010-2012 Savings By Design Participant Handbook, which have been provided to the Owner. This Agreement makes reference to that certain agreement (or memorandum of understanding, as applicable) to jointly deliver the 2010-12 Energy Efficiency Partnership Program applicable to the Parties (the "Partnership Agreement"). To the extent incentive rates and/or incentive caps for Savings By Design Program for Partnerships are set forth in such Partnership Agreement, then such incentive rates and/or incentive caps shall apply to this Program; otherwise, the incentive rates and/or caps in the Program Documents shall apply.

Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon Utility's execution of this Agreement. This incentive offer is subject to the availability of authorized funds. This Agreement is valid for forty-eight (48) months from the date Utility executes this Agreement. Utility will deliver an executed copy of this Agreement to the Owner after acceptance and execution by Utility. Utility reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation. Utility reserves the right to modify or discontinue this Program without prior notice at its discretion, or by order of the California Public Utilities Commission ("CPUC"). Payment of the incentives shall be made to the Owner only after all program requirements are met and upon verification of installation by a Savings By Design Program Representative.

ELIGIBILITY:
* To be eligible for incentives under this Program, Owner's project must be nonresidential new construction or renovation/remodel located within SCE's service territory.
* Owner must install the energy-efficient equipment or system(s) specified in the "Proposed Design Energy Savings Estimate" section of this agreement (the "Proposed Design") which at minimum exceeds Title 24 standards or a generally-accepted industry standard for energy efficiency.
* Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.
* Energy savings, and incentives based on those savings, will be based on energy efficiency improvements beyond the minimum, currently in effect, Title 24 requirements, where applicable.
* Specific restrictions apply to each energy efficiency system, as outlined in the Program Documents.
* To be eligible for incentives under this Program, Owner agrees that they will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.

OWNER AGREES TO:
* Install and operate the Proposed Design in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
* Provide Utility with Title 24 compliance documentation plus any other documentation needed to establish the performance of systems selected. Owner agrees to provide Utility with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives.
* Provide manufacturer's specification sheets to Utility prior to the payment of the incentive. Also, upon request, Owner agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 75 percent of the incremental costs associated with the purchase/installation of the energy efficient technologies.
* Accept as final authority, Utility's determination of the incentive amount.
* Allow Utility and CPUC representatives reasonable access to Owner's project site to inspect and verify installation and operation. Owner understands that said inspection and verification is not an electrical safety inspection.
* Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. Owner agrees to fully cooperate with the study team if asked to participate.
* Owner shall indemnify, defend, and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation, or strict liability is caused by or in any way connected with Owner's performance of this Agreement. Owner shall, at Utility request, provide a defense against any claim covered by this indemnity.
* In no instance shall Utility be liable for any incidental, special, or consequential damages as a result of this Agreement.

* Furthermore, Owner understands that Utility makes no representations and warranties as to proper installation, product endorsement, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paid. Owner agrees not to make any such representations and warranties to third parties and agrees to indemnify Utility in the event said representation and warranties are made to third parties.
*Owner further acknowledges that any incentive paid is funded through Public Goods Charges (PGC) from California ratepayers and that said incentives are intended for the benefit of customers of California utilities.
* Owner consents to Utility's assignment of all Utility rights, duties, and obligations under this Agreement ("Duties") to the CPUC or its designee. Such assignment shall relieve Utility of all Duties arising under this Agreement. Other than such assignment by Utility, neither Party shall assign its right or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the Owner may be required to provide additional information if requested by Utility.
* Owner agrees that Utility will receive the energy benefit for which the Owner incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. Owner agrees that if 1) Owner does not provide Utility with 100 percent of the related benefits specified in the application, for a period of five years from the receipt of the incentive, or 2) the energy benefit to Utility ceases (for example, if Owner's company stops using the equipment or no longer pays the PGC, Owner will return to Utility the prorated portion of the Owner Incentive dollars based on the actual period of time for which Owner provided the energy benefit.

TAX LIABILITY:
Incentives may be taxable and will be reported by Utility to the IRS unless Owner qualifies under an exempt status. Utility will report the incentive as income to Owner on IRS Form 1099 unless Owner has established that they qualify for an exempt tax status as indicated on this Agreement. Owner is urged to consult a tax advisor concerning the taxability of incentives. Utility is not responsible for any taxes that may be imposed due to incentive payments.

THE UTILITY MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES REGARDING THE DESIGN, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN, OR THE BENEFITS TO BE DERIVED FROM THE INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE UTILITY HAS AUTHORITY TO BIND THE UTILITY TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY UNLESS EXPRESSLY MADE AND AGREED TO IN WRITING BY THE UTILITY.

By execution of this Agreement, Owner certifies that Owner meets all the program eligibility requirements and that the information supplied on this Agreement is true and correct. Owner certifies that Owner has read and understands the Program Documents and agrees to abide by Program rules and requirements set forth in the Program Documents. To be valid, this Agreement must be signed by all parties prior to December 31, 2012.

In witness whereof, the parties have executed this Agreement as of the date last set forth below.

County of Los Angeles, DPW	**SOUTHERN CALIFORNIA EDISON**
Company	NCS Rep: Cameron McPherson
SIGNATURE	SIGNATURE
David Howard	Mark Wallenrod
OWNER'S REPRESENTATIVE	REPRESENTATIVE
Asst. Deputy Director	Dir. Of Programs & Ops., CEES
TITLE / DATE	TITLE / DATE