

APPROVED

MAR 05 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-039

DATE March 5, 2020

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: INSTALLATION OF DISTRIBUTED ENERGY AND RESILIENCY RESOURCES - MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER; RECOMMENDATION TO APPROVE LETTER OF AGREEMENT FOR RESILIENCY GENERATION SYSTEM AT GREEN MEADOWS RECREATION CENTER; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF A LICENSE TO USE EXISTING STRUCTURES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz, H. Fujita, V. Israel, S. Pifia-Cortez, C. Santo Domingo, *N. Williams

M. Sluice General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the proposed Memorandum of Understanding (MOU) as set forth in Attachment A to this Report between the Los Angeles Department of Water and Power (LADWP) and the Los Angeles Department of Recreation and Parks (RAP) for the installation of Distributed Energy Resources (DERS) and Resiliency Resources;
2. Approve the proposed Letter of Agreement (LOA) as set forth in Exhibit B to this Report for the installation of DERS at Green Meadows Recreation Center, including a proposed net energy metered, photo-voltaic rooftop solar array (Solar Array) to be owned and maintained by RAP upon installation by LADWP;
3. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the MOU and LOA subsequent to all necessary approvals;
4. Authorize RAP's Chief Accounting Employee to make payment to LADWP for the net energy metered, photo-voltaic rooftop solar array upon the receipt of invoices, from Fund 302, Department 89, Appropriation Account 270K-SB;
5. Determine that the MOU is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 1(14) of City of Los Angeles CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines;

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6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption;
7. Direct staff to report back to the Board with a recommended determination for the LOA as it relates to the California Environmental Quality Act (CEQA); and
8. Authorize RAP's General Manager, or Designee, to make technical corrections as necessary to carry out the intent of this Report.

BACKGROUND

The City's Sustainable City pLAn (2015) and subsequent Green New Deal (2019), released by Mayor Eric Garcetti, have established an aggressive environmental agenda for the City of Los Angeles. Similarly, the Mayor's Office released the Resilient Los Angeles plan (2018), which sets specific emergency preparedness and resiliency goals for Los Angeles; many of which include specific tasks for implementation by various City departments. A central component of the City's sustainability and resiliency agenda is LADWP's commitment to renewable energy resources, including its goal to have an electric grid powered by renewable energy resources by 2045.

RAP has a long and successful history of partnership with LADWP, including joint initiatives such as the conversion of irrigation systems in parks and golf courses from potable to recycled water and the implementation of LED lighting retrofitting in RAP gymnasiums and recreation facilities throughout the City. In 2018, the Office of Mayor Eric Garcetti brought together staff from LADWP and RAP to begin a collaboration to explore, develop and implement combined solar and battery energy storage systems at park facilities to increase the City's resiliency in anticipation of future natural disaster and emergency events.

To ensure RAP and LADWP are able to achieve the aforementioned environmental and resiliency goals without undue administrative and contractual encumbrances, staff has developed a long-term MOU between RAP and LADWP for the installation of DERs (Attachment A), providing a framework under which a variety of site-specific installations can be designed, approved and installed. Site-specific projects, proposed under the terms of the MOU, will be detailed in individual LOAs (Sample Format attached as Exhibit A), which will be presented to the Board for approval.

Following a technical site selection process, the first project proposed under the MOU is a micro-grid and battery energy storage system at Green Meadows Recreation Center (Council District 9). The project is intended to provide grid reliability in the neighborhood surrounding the park, offer back up emergency power for the recreation center in the event of a power outage, provide electric vehicle charging stations for the public and RAP fleet vehicles parking on site, offset the energy consumption of the recreation center, and offer environmental education related to solar and energy storage systems. Following the approval of this project, RAP and LADWP will evaluate additional sites city-wide for similar installations.

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SUMMARY OF MOU BETWEEN RAP AND LADWP

The MOU sets forth terms and conditions governing the agreement between LADWP and RAP for LADWP to install, maintain, own, and operate Resiliency Generation Systems (RGS) and Grid-Connected Systems (GCS) on certain RAP-owned facilities over a term of 30 years. The MOU also sets forth terms and conditions governing the agreement between LADWP and RAP for LADWP to install net-energy metered (NEM) systems on certain RAP-owned facilities where a GCS or RGS will be installed. RGS systems can provide backup power to RAP facilities where they are installed in the event of a power outage. NEM systems allow for the energy generation or load from such systems to be credited to RAP, thereby offsetting RAP's electrical consumption at facilities where the NEM systems are installed. GCS systems are systems directly connected to the LADWP electrical grid which cannot provide backup power and which do not generate electricity to offset RAP's electrical consumption but which do contribute to the overall resiliency of the area's electrical grid in which it is installed. The systems contemplated under the MOU may be configured in different arrangements depending upon each project site and may include a variety of equipment and infrastructure; however, any system installed will benefit the sustainability and resiliency goals of both RAP and LADWP.

The installation, maintenance and operation of the systems contemplated under this MOU benefit RAP by having systems that can provide a source of energy for RAP facilities during power outages, providing opportunities for RAP to offer education on renewable energy resources, increasing the use and availability of Electric Vehicle (EV) Chargers on RAP properties which would increase park accessibility and enhance the long-term viability of RAP's EV fleet, providing financial benefits to RAP by offsetting RAP's electrical costs for facilities through the use of NEM systems, providing security lighting and shading improvements through the carport structures; and potentially providing financial incentives benefitting park operations from the installation of GCS systems.

SUMMARY OF LOA FOR GREEN MEADOWS RC

As mentioned above, the first project developed under the proposed MOU is an RGS system at Green Meadows Recreation Center. LADWP and RAP undertook a selection process in which various RAP facilities were evaluated relative to meeting particular criteria, including: facilities located in area with high CalEnviroScreen 3.0 score (social and environmental equity indicator); facilities with new building construction; facilities meeting Americans with Disabilities Act (ADA) standards; and, facilities identified as RAP emergency shelter and cooling center sites. Green Meadows Recreation Center meets this criterion.

The Green Meadows Recreation Center Resiliency Generation System contemplated in the LOA (Attachment B) consists of the following components:

- Rooftop solar array on top of the gymnasium roof
 - 30 kW RGS system
 - 50 kW NEM system
- Carport solar arrays over the public parking lot (140 kW)

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- Carport solar canopy over baseball bleacher seating area (50kW)
- Battery Energy Storage System (250kW capacity)
- Three (3) Level-3 electric vehicle (EV) charging stations
- Two (2) Level-2 electric vehicle (EV) charging stations
- Upgraded switchgear
- Distributed Energy Resource Controller
- Environmental education regarding the RGS system

The photovoltaic (PV) solar arrays that are part of the RGS system will serve DWP as a distributed energy resource constantly generating electricity for the electrical grid. Of note, the 50kw NEM solar array, proposed to be installed on top of the gymnasium rooftop, will be owned and maintained by RAP following its installation by LADWP and will generate electricity thereby offsetting the electrical consumption of the recreation center. RAP was awarded Two Hundred Thousand Dollars (\$200,000) in funding by the City's Innovation and Performance Commission in May, 2019, specifically in support of this component of the project. The \$200,000 will be used to reimburse LADWP for the materials and labor to install the NEM solar array.

The 250kW Battery Energy Storage System (BESS) will provide grid reliability as a Distributed Energy Resource for LADWP, and will also always maintain the capacity to provide back-up power in the event of a power outage. The BESS will always maintain a reserve providing a minimum of four (4) hours back up power to support the Green Meadows Recreation Center's critical loads (as detailed in Exhibit B). LADWP estimates that 90% of the time the BESS will provide 20 hours or more of back-up power to the facility, and on average the BESS will provide 66 hours of back-up power. At maximum capacity, LADWP estimates that the BESS is capable of providing 100 hours of back-up power for the facility's critical loads.

The three (3) Level-3 electric vehicle charging stations will be owned and operated by LADWP and LADWP will pay to RAP a hosting fee of \$2,400 annually for a hosting term of not to exceed five (5) years. After three (3) years of operation, RAP will have the option to take over ownership, maintenance, and operation of these charging stations. The two (2) Level-2 electric vehicle charging stations will be owned and operated by RAP upon installation by LADWP.

RAP and LADWP staff performed outreach at the Green Meadows Recreation Center during the Winter Wonderland Event held on December 15, 2018, as a means of introducing community members and other park stakeholders to the proposed project. RAP and DWP then presented the proposed project to the Green Meadows Park Advisory Board on January 17, 2019, which was attended by members of the local community (roughly 20 attendees). During these engagements, community members were receptive to and positive about, the proposed project. The project was also presented to the Facility Repair and Maintenance Commission Task Force for conceptual approval in March 2019.

LADWP estimates that construction of the project will begin in August 2020 and will be completed with an In-Service date of September 2021.

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TREES AND SHADE

No existing trees are contemplated to be removed as a result of the Green Meadows Recreation Center Resiliency Generation System project. However, some tree-trimming may be required to allow for optimal installation and operation of the carport solar arrays. In addition, the carport solar arrays and solar canopy over the baseball field bleacher seating will offer park patrons additional on-site shade.

ENVIRONMENTAL IMPACT

The proposed project consists of a Memorandum of Understanding (MOU) and of a Letter of Agreement (LOA) between LADWP and RAP. According to the MOU, LADWP will use RAP's facilities to install renewable energy-related equipment. RAP staff recommends that the Board determines that the execution of the MOU is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City of Los Angeles CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines.

According to the LOA, LADWP will install a Resiliency Generation System (RGS) and associated equipment, included car chargers and a NEM system, at Green Meadows Recreation Center. A final layout of these systems is provided as part of the attached LOA, but final plan documents of these system installations has yet to be finalized, and the necessary environmental analysis has not yet been performed. Therefore, CEQA documentation will be addressed when the final plan documents have been completed, and staff will return to the Board for approval of necessary CEQA determinations upon such completion. Staff will also return to the Board for any further approval of the final design if the final plan documents conflict with the final layout presented to the Board in the attached LOA.

FISCAL IMPACT

Funding for the Green Meadows Recreation Center Resiliency Generation System Project contemplated in Exhibit B has an estimated budget of approximately \$3.7 million. As discussed above, RAP has secured Two Hundred Thousand Dollars (\$200,000.00) from the City's Innovation and Performance Commission to support the Fifty Kilowatts (50kW) of Net Energy Metered (NEM) rooftop solar array which provides a direct financial benefit to RAP by offsetting the electricity consumption of the recreation center on an ongoing basis. DWP will be investing an estimated Three Million Five Hundred Thousand Dollars (\$3,500,000) for all other components of the project. RAP will be receiving a \$2,400 annual hosting fee associated with the three (3) Level-3 electric vehicle charging stations for a maximum of five (5) years. RAP may incur some ongoing costs associated with maintenance.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Ensure an Environmentally Sustainable Park System

Outcome 1: Decreased Energy Consumption and a Smaller Overall Carbon Footprint

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Objective 1: Increase the number of publicly available EV charging stations
Objective 3: Retrofit recreation centers to serve as resiliency hubs during emergencies

This report was prepared by Matthew Rudnick, Chief Management Analyst, Finance Division.

LIST OF ATTACHMENTS/APPENDICES

- Attachment A: Installation of Distributed Energy and Resiliency Resources Memorandum of Understanding (MOU)
- Exhibit A: Sample Format – Letter of Agreement for Installation of MOU Systems
- Exhibit B: Green Meadows Recreation Center Resiliency Generation System Letter of Agreement (LOA)
- Site Layout and Project Renderings

**MEMORANDUM OF UNDERSTANDING BETWEEN LOS ANGELES
DEPARTMENT OF WATER AND POWER AND LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS REGARDING THE
INSTALLATION OF DISTRIBUTED ENERGY RESOURCES AND
RESILIENCY**

This Memorandum of Understanding (MOU) dated for convenience this ____ day of _____, 20__ is entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power (LADWP) and the City of Los Angeles Department of Recreation and Parks (RAP). LADWP and RAP shall each be referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, LADWP provides water and power services to over four million people in the City of Los Angeles (City); and

WHEREAS, RAP owns and operates numerous park facilities, infrastructure and open space throughout the City; and

WHEREAS, RAP is responsible for the maintenance, programming and improvements of such park facilities, infrastructure and open spaces throughout the City; and

WHEREAS, LADWP’s Renewable Portfolio Standard Policy and Enforcement Program (RPS) represents the continued commitment by LADWP to renewable energy resources, including compliance targets for LADWP to supply 33 percent of its retail energy from renewable energy sources by 2020 with the California Renewable Energy Resources Act (SB 2-1X) and 60 percent by 2030. Furthermore, it establishes a 2045 goal to have an electric grid that is entirely powered by clean energy, which could include other carbon-free sources, which are not renewable. LADWP’s 2018 Strategic Long Term Resource Plan (SLTRP) is underway and will establish RPS targets that comply with California Senate Bill 100.

WHEREAS, the City’s Sustainability Program and LADWP’s SLTRP represents the continued commitment by LADWP to increase the number of electric vehicle charging stations in the City to 10,000 by 2022, 25,000 by 2025, and 28,000 by 2028; and

WHEREAS, increased installation of electric vehicle chargers (EV Chargers) will encourage the purchase of electric vehicles (EVs) throughout the City and will reduce greenhouse gas production in the transportation sector; and

WHEREAS, increased use of photovoltaics to generate electricity will reduce greenhouse gas production as a byproduct of electricity generation from burning of fossil fuels; and

WHEREAS, the City’s Sustainability Program and LADWP’s Integrated Resource Plan represents the continued commitment by LADWP to install 404 MW of energy storage by 2025 to increase the storage of renewable energy; and

WHEREAS, a key component in accomplishing LADWP’s RPS goal includes its continuing effort to pursue an aggressive solar energy program, including the installation of solar systems on City-owned facilities and properties; and

WHEREAS, RAP is responsible for the sustainability and resiliency of such park facilities, infrastructure and open spaces throughout the City; and

WHEREAS, RAP is responsible for Mass Care and Sheltering in the City, which includes the utilization of park facilities for emergency management needs and the City’s Cooling Center program; and

WHEREAS, the City’s Sustainability Program encourages RAP to further implement energy efficiency, renewable energy, water conservation, and other sustainability measures at park facilities and open spaces in partnership with LADWP;

WHEREAS, the City’s Resilient LA Plan sets forth the goal of modernizing the City’s infrastructure, including the specific action of implementing combined solar and energy storage pilot projects; and,

WHEREAS, the City’s Resilient LA and LADWP’s Resiliency Projects represent the commitment to becoming recovery prepared in case of a disaster while modernizing infrastructure; and

WHEREAS, LADWP intends to collaborate with RAP, amongst other City departments, in accomplishing its RPS goals; and

WHEREAS, LADWP proposes to enter into this Installation of Distributed Energy Resources and Resiliency Memorandum of Understanding (MOU) with RAP which sets forth terms and conditions governing the agreement between LADWP and RAP for LADWP to install, maintain, own, and operate Resiliency Generation Systems (RGS) and Grid Connected Systems (GCS) on certain RAP-owned facilities over a term of 30 years; and

WHEREAS, this MOU also sets forth terms and conditions governing the agreement between LADWP and RAP for LADWP to install net-energy metered (NEM) systems on certain RAP-owned facilities where a GCS or RGS will be installed ; and

WHEREAS, the LADWP and RAP shall execute a Letter of Agreement (LOA), as further detailed in this MOU, prior to the installation of any system at any RAP-owned Facility, which shall provide specific details of each such System in accordance with the terms and conditions of this MOU, including the effective date and duration or term of

the LOA, site location, installation of Systems and approximate electric output, warranty information and options, site specific conditions, financial information, energy storage operating procedures, emergency operation procedures, final site layout, and design renderings; and

WHEREAS, the installation, maintenance and operation of the Systems (including DERs) contemplated under this MOU (each a “System” and collectively “Systems”) benefits RAP by having the option to provide a source of energy for RAP facilities during power outages, providing opportunities for RAP to provide education on renewable energy resources, increasing the use and availability of EV Chargers on RAP properties which would increase park accessibility and enhance the long-term viability of RAP’s EV fleet, providing financial benefits to RAP by offsetting RAP’s electrical costs for facilities through the use of NEM systems, providing security lighting and shading improvements through the carport structures; and potentially providing financial incentives benefitting park operations from the installation of GCS systems.

NOW, THEREFORE, BE IT RESOLVED

That the energy and environmental attributes acquired from the LADWP owned Systems installed and maintained under this MOU shall be credited towards LADWP’s RPS Policy.

BE IT FURTHER RESOLVED that LADWP and RAP hereby agree and understand as follows:

1. **Term.** The term of this MOU shall commence on the first day upon which the MOU is fully executed by both Parties and shall be in effect for thirty (30) years. The Parties acknowledge that this MOU does not entitle the Parties to any subsequent agreement, unless mutually agreed upon by both Parties.
2. **Definitions.**
 - a. **Facility or Facilities:** RAP sites, locations and facilities where Systems shall be installed, maintained and operated pursuant to a duly approved and executed LOA.
 - b. **Letter of Agreement.** For each System installation covered by this MOU, a Letter of Agreement (LOA), a form of which is attached as Exhibit A to this MOU, shall be executed. The LOA shall contain the following information, as applicable: (1) Incorporation of Terms and Conditions of MOU; (2) Effective Date and Duration/Term of the LOA, (3) Site Location, (4) Installation of Systems and approximate electric output, (5) Site Specific Conditions, (6) Financial Information (7) Warranty Information and Options, (8) Energy Storage Operating Procedures, (9) Emergency Operation Procedures, (10) Final Site Layout and Design Renderings. The electric output would be an estimate and

- there is no guarantee as to the exact output of each installation. The term for each LOA shall be set forth in the LOA and shall not exceed the term of the MOU. The form of the LOA, attached as Exhibit A, is hereby incorporated by reference and made a part of this MOU. The terms and conditions of the MOU are incorporated in the LOA. In the event of a conflict between the terms and conditions of the MOU and the LOA, the MOU shall govern. Parties agree that each proposed LOA shall require the approval of the Board of Recreation and Park Commissioners (“RAP Board”) prior to execution. LADWP shall only enter into LOAs where funding for those projects have been approved by its Board of Water and Power Commissioners.
- c. **Distributed Energy Resources (DERs):** These resources include different forms of local energy generation and storage technologies which provide electric capacity in a targeted geographic area. DERs may be connected directly to the electric grid or provide electricity when isolated from the electric grid. DERs include, but are not limited to, solar photovoltaic (PV) modules, and energy storage devices.
- d. **Grid-Connected System (GCS):** A type of system that could incorporate various types of utility-built DERs. The GCS that is the subject of this MOU will be furnished and installed by LADWP at the Facilities and will not interfere with RAP operations during construction. The GCS will be solely installed by LADWP and connected to the LADWP electrical grid. The GCS will host the racking equipment and associated electrical equipment that the GCS require. Installing a GCS is subject to LOA approval and is not an obligation on the part of either Party. Parties acknowledge and agree that the installation and operation of any GCS System at any RAP Facility will be subject to the determination made by RAP in its sole discretion that such installation and operation, including the payment by LADWP to RAP of any financial incentives such as yearly use fees as RAP may require, benefits RAP operations, park patrons, and serves a “park purpose” as required under the City Charter, when the GCS System is contemplated without an RGS by an LOA.
- e. **Resiliency Generation System (RGS):** A type of system that could incorporate various types of DERs and a DER controller. The RGS that is the subject of this MOU will be furnished and installed by LADWP at the Facilities, and LADWP will ensure that any such RGS does not unreasonably interfere with RAP operations during construction or operation. The RGS will also host the racking equipment and associated electrical equipment that the RGS will require, which will all be provided and maintained by LADWP at its own cost. The RGS will have a flexible connection to both the LADWP electrical grid and the critical load panel of the RAP site. This system will be primarily connected to the LADWP electrical grid, but will provide backup power to RAP Facilities in the event of a power outage at such Facilities. Installing a RGS is subject to LOA approval and is not an obligation.

- f. **LADWP Install of a Net Energy Metered (NEM) System:** A type of system that could incorporate various types of DERs and technology which will be metered with RAP's energy load. The DERs will contribute to the net energy meter of RAP, and the NEM System shall reflect and credit any energy generation or load from DERs on RAP Facilities for RAP's benefit. If RAP and LADWP mutually agree on a NEM system in the LOA, LADWP will design, permit, procure material, and install a NEM System for RAP. The NEM System installation will be tied to the existing electrical load panel in accordance with a plot diagram and electrical diagram to be prepared by LADWP, in coordination with RAP. If RAP elects to have LADWP design, build and install a NEM System pursuant to an executed LOA, RAP will provide funding for the installation of the NEM System.

The NEM System installation will be comprised of DERs and associated electrical equipment and infrastructure that is required from the System and will be connected to RAP's electrical load panel and reflect RAP's net energy consumption and generation.

All standard warranty information related to procured materials for NEM Systems will be provided by LADWP after the installation. LADWP shall, at RAP's option, purchase any extended warranties for NEM Systems and RAP shall reimburse LADWP for the purchase of such warranties if such a warranty option exists. RAP will coordinate with the providers of the warranty for operation and maintenance services. Once the NEM System has been commissioned and fully funded, the NEM System and associated warranties will be the sole responsibility of RAP. Installing a NEM is subject to LOA approval and is not an obligation.

- g. **Utility Built DERs:** A type of system that could include a variety of DERs including but not limited to, solar PV and energy storage systems. LADWP will design, permit, construct, own, and maintain these DERs.
- a. **Utility Built Solar (UBS):** Solar PV installations and required equipment that are installed by LADWP on RAP Facilities in accordance with this MOU and an executed LOA. LADWP assumes costs and responsibility for design, material, installation, and maintenance. LADWP will directly install the following at its sole cost and expense: (i) infrastructure to support the installation of a UBS system; (ii) installation of the UBS system; (iii) UBS signage.

The UBS installations will be tied to the RGS and/or the LADWP electrical grid in accordance with a plot diagram and electrical diagram to be prepared by LADWP and in coordination with RAP.

- b. **Utility Built Energy Storage System (ESS):** ESS and required equipment that are installed by LADWP on RAP Facilities in accordance with this MOU and an executed LOA. LADWP assumes all costs and responsibility for design, material, installation, and maintenance of ESS. LADWP will directly install the following at its sole cost and expense: (i) infrastructure to support the installation of an ESS; (ii) installation of ESS; (iii) ESS signage.

The ESS will be located within RAP Facilities. The ESS installation may be connected to RAP Facilities and/or the LADWP electrical grid and other DERs and technology. The ESS installation will provide predefined back-up power to RAP Facilities during a grid outage when an ESS is selected as part of an RGS in the LOA. This will be shown in accordance with a plot diagram and electrical diagram to be prepared by LADWP and approved by RAP. The Energy Storage Operating Procedures for any installed ESS will be included in the applicable LOAs for the RAP Facilities. The Parties agree that any ESS that is a part of an RGS shall remain at or above a designated capacity as noted in the LOA. The use of energy stored in the ESS in an RGS shall be prioritized for RAP's primary use during emergency situations. Parties agree to coordinate in good faith to maximize the resiliency benefits of the ESS in an RGS, as is feasible, and agree that the energy storage of an ESS in an RGS will provide a minimum of four hours of back-up power for the associated RAP Facility's critical load, unless otherwise noted in the LOA. An ESS that is a part of an RGS with additional DERs, such as photovoltaic solar, may have the ability to provide an extended duration of backup power for the associated RAP Facility.

- f. **EV Charger and Infrastructure Installations:** these systems comprise of complete EV Charger installations by LADWP and make-ready EV installations (Make-Ready EV Installations) by LADWP.

- a. **NEM EV Charger Installations by LADWP.**

LADWP assumes full costs and responsibility for design, material, and installation. LADWP will directly install the following at its sole cost and expense: (i) infrastructure to support the installation of NEM EV Chargers; (ii) installation of NEM EV Chargers; (iii) NEM EV Charger signage. The NEM EV Chargers include, but are not limited to, Level 2 and Level 3 chargers as further specified in the LOA. The NEM EV Charger make and model will be limited by options available to LADWP. Upon completion of installation, inspection, and final commissioning, the NEM EV Chargers will become the property and responsibility of RAP. RAP will assume operational and maintenance responsibilities of the NEM EV

Chargers including but not limited to: (i) warranty claims; (ii) establishing time limits and usage fees; (iii) cost of electricity. The NEM EV Chargers will be connected to RAP's customer load center and RAP's NEM System and the associated electric consumption will be accounted for on the electric bill for each particular LADWP billing meter that the NEM EV Chargers are connected to.

b. Separately Metered (SM) EV Charger Installations by LADWP.

LADWP assumes full costs and responsibility for design, material, and installation. LADWP will directly install the following at its sole cost and expense: (i) infrastructure to support the installation of SM EV Chargers; (ii) installation of SM EV Chargers; (iii) SM EV Charger signage. The SM EV Chargers include, but are not limited to, Level 2 and Level 3 chargers as further specified in the LOA. The SM EV Charger make and model will be limited by options available to LADWP. Upon completion of installation, inspection, and final commissioning the SM EV Chargers will become the property and responsibility of LADWP. LADWP will assume operational and maintenance responsibilities of the SM EV Chargers, for a period of three years, including but not limited to: (i) warranty claims; (ii) establishing time limits; (iii) cost of the electricity generated by use of the SM EV Chargers. At any time within the three year period, LADWP reserves the right to contract a third party to transfer maintenance responsibilities of the SM EV Chargers.

At RAP's sole discretion, RAP may have the option to take ownership and control of the SM EV Chargers in the fourth year. RAP will become responsible for notifying LADWP and make application to LADWP for the metered service. Upon taking ownership and control of such SM EV Chargers, RAP will assume operational and maintenance responsibilities of the SM EV Chargers including but not limited to: (i) warranty claims; (ii) establishing time limits; (iii) cost of the electricity generated by use of the SM EV Chargers. If RAP does not to take ownership and control of the SM EV Chargers in the fourth year, LADWP will retain ownership and reserves the right to contract a third party to transfer operational and maintenance responsibilities of the SM EV Chargers, and any such third party shall be required to comply with all RAP rules and regulations and terms and conditions as RAP may deem applicable to the operation and maintenance of such SM EV Chargers by such third party.

RAP assigns all of their rights, titles and interests under the Low Carbon Fuel Standard (LCFS) Program to LADWP as the fuel provider for the SM EV Chargers. RAP authorizes LADWP to generate and retain ownership in any and all LCFS Program credits in connection with such SM EV Chargers for the length of time LADWP has ownership and control. RAP agrees that it will not take any actions to generate such credits to its benefit, or transfer the right to generate such credits to a third party unless RAP takes ownership and control of the SM EV Chargers.

Any EV Chargers that require a dedicated billing meter separate from the existing meter on the RAP customer interconnection point will be metered separately from the RAP's customer Facility and will be billed separately from RAP's Facility electric bill. All SM EV Chargers shall require such dedicated billing meter. Parties acknowledge and agree that the installation and operation of any SM EV Chargers at any RAP Facility will be jointly determined. Parties acknowledge and agree that LADWP will provide an annual hosting fee to RAP for the installation of SM EV Chargers that benefits RAP operations, park patrons, and serves a "park purpose" as required under the City Charter. The annual hosting fee will be determined at LADWP's sole discretion and agreed upon jointly, on a site-by-site basis, and will be specified in the respective LOA. The first annual hosting fee payment will be made via Internal Departmental Order and due with 90 days of the SM EV Chargers' in-service date. LADWP will terminate the annual hosting fee upon RAP taking ownership and control of the SM EV Chargers or if RAP elects to contract with a third-party EV vendor. In the event that RAP does not exercise its option to take ownership and control of the SM EV Chargers, LADWP will terminate payment of the annual hosting fee after the end of the hosting term designated in the LOA.

c. Make-Ready EV Installations by LADWP.

- i. LADWP assumes all costs and responsibility for design, material, and installation of Make-Ready EV Installations that include the electrical infrastructure necessary to support the installation of EV Chargers, including conduit and wire to the future EV Charger location, but not the EV Charger itself.

- ii. RAP will become responsible for the procurement and installation of EV Chargers as specified in the LOA within in one (1) year of LADWP commissioning the Make-Ready EV Installations. RAP shall submit a preliminary EV design to LADWP prior to the execution of the LOA that includes but is not limited to (i) Scope of Work (ii) Single line Diagram (iii) Plot Diagram (iv) EV Charger manufacture information and quantity. RAP will assume costs and responsibility for installation, maintenance, and operation of any future EV Charger installed on Make-Ready EV Installations including the cost of the electricity generated by use of such EV Chargers, making application to LADWP for metered service where necessary.

All EV Chargers and/or Make-Ready EV Installations will be located within the Facilities' parking lots. The EV Charger infrastructure will be installed in accordance with a plot diagram and electrical diagram to be prepared by LADWP in coordination with RAP.

3. Responsibilities.

LADWP: LADWP shall be responsible for engineering services, procurement and installation labor for the Systems specified to be completed by LADWP in the respective LOAs. LADWP may use its own personnel or third party vendors/contractors under LADWP supervision (Agents) for all work under this MOU. LADWP shall own, operate, and maintain the 1) GCS and/or 2) RGS.

RAP: RAP shall provide a list of any and all existing restrictions for a Facility approved by an LOA. RAP shall provide the permanent space needed for the specified System installations for the full term of each LOA. RAP shall reimburse LADWP for the NEM system installation costs if LADWP is the installer of the NEM equipment. RAP shall provide space at Facilities as specified in an approved and executed LOA. The LOA shall grant access for LADWP to perform the responsibilities outlined in this MOU and the applicable LOA for the LOA designated Facility. RAP will own, operate, and maintain the NEM installations.

- 4. **Location of Installation.** LADWP and RAP will jointly determine sites at the Facilities for the Systems pursuant to an approved and executed LOA. The mutual agreement of both Parties, as evidenced by an executed LOA, is required before any specific System installation will be initiated. The selection of a Facility site and the type of System(s) at that site shall be set forth and defined in an LOA which has been approved by the RAP Board at its sole discretion and which has been duly executed by both Parties.

- 5. Initial Feasibility Study by LADWP.** Within six (6) months of the commencement date of this MOU, RAP shall provide to LADWP, reasonable information and data relating to potential sites of installation of Systems on RAP's property if it has not already done so. RAP shall not be required to conduct site visits or calculations related to potential electric output or loads on structures. Within six (6) months of LADWP's receipt of RAP's information and data relating to potential sites of installation of Systems on its properties, LADWP shall complete a survey of potential sites of installation of Systems on RAP's property and provide to RAP a report including without limitation, (1) the sites considered, (2) the potential sites for installation of Systems, and (3) calculations of the estimated anticipated energy output of each potential site.
- 6. Access to RAP Facilities.**
- i. RAP or RAP personnel shall provide LADWP with reasonable access to RAP Facilities where Systems are being evaluated for installation by LADWP.
 - ii. As part of a Notice to Proceed (as defined in Section 11), RAP will provide access to LADWP for construction and installation of the Systems. RAP shall grant LADWP the right to enter such Facilities to temporarily utilize space necessary to perform work on the Systems in a manner as not to unreasonably impact recreational activities, and except as prohibited by federal, state and/or local security restrictions. Such access shall be granted through a Right of Entry permit customarily used by RAP.
 - iii. LADWP shall be granted reasonable access to the Facilities with Systems at reasonable times for emergency maintenance and repair. For other routine visits required for inspection and maintenance of a System, LADWP will provide notification of a site visit five (5) business days before the date of the visit and obtain the written approval of RAP prior to entering the Facilities where a System is installed. If any part or all of the Facilities where a System is located have been leased/ permitted to a tenant of RAP, RAP will reasonably coordinate with its tenants to provide the necessary access for LADWP to maintain the System.
- 7. Environmental Credits and Attributes.** In exchange for the placement of the Systems on the Facilities, RAP may maintain U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED)-allowable points on RAP's hosting Facilities provided that such maintenance of LEED-allowable points by RAP does not conflict with LADWP's ownership of the RGS and/or GCS during the term of the MOU. LADWP shall retain any and all energy efficiency and environmental attributes, including but not limited to credits that may result from the installation and operation of the RGS and/or GCS for the purpose of inclusion in LADWP's renewable energy portfolio mandates per SB2 (1X), SB 350, SB 100, and applicable towards any current or future renewable energy portfolio standards that may be imposed by applicable governing bodies, including but not limited to Renewable Energy Certificates, Low Carbon Fuel Standard Credits, Emission Reduction Benefits, Greenhouse Gas Emissions reduction benefits, and Carbon Dioxide reduction benefits or credits as defined by applicable governing bodies.

Any energy efficiency, energy cost offsets or credits, or environmental benefits and credits from a NEM System installation or DERs funded by RAP that is constructed on Facilities shall be retained by RAP.

- 8. Intellectual Property of the Parties.** LADWP shall own all intellectual property rights associated with any RGS, GCS and SM EV Charger equipment or property owned by LADWP. RAP shall own all intellectual property rights associated with any equipment or property owned by RAP, including any RGS, GCS and SM EV Charger equipment or property whose ownership is transferred from LADWP to RAP. Neither Party shall publicly disclose the designs, drawings, and other intellectual property information pertaining to the installation and maintenance of the Systems that a Party discloses (“Disclosing Party”) to the other Party as part of this MOU or an executed LOA and which has been marked as “CONFIDENTIAL INTELLECTUAL PROPERTY” by the Disclosing Party without the prior written permission of such Disclosing Party, provided that such limitation to disclosure shall not apply to any such designs, drawings, and other intellectual property information that is (a) publicly known and made generally available in the public domain prior to the time of disclosure by Disclosing Party or third parties associated with Disclosing Party, (b) becomes publicly known and made generally available after disclosure by Disclosing Party through no action of the other Party, (c) is in the possession of other Party, without confidentiality restrictions, at the time of disclosure by Disclosing Party, (d) or is required to be disclosed pursuant to any applicable law, regulation, judicial or other governmental order or decree.
- 9. Removal and Reinstallation of Systems.** For all Systems except those where the LOA states otherwise, if during the term of the applicable LOA RAP determines that the roofs, structures, or areas upon which the Systems have been installed need to be replaced or repaired for reasons not in connection with the installation of the System, RAP shall be responsible for the repair or reinstallation of those roofs, structures, or areas (including costs). RAP shall be liable for any damage to the Systems resulting from RAP’s performing the removal, repair, maintenance, and reinstallation work.

For each System installation, LADWP and RAP, by mutual agreement, may agree to remove and replace the Systems during the term of this MOU. Such costs to remove and replace a System will be borne by LADWP, unless removal is requested solely by RAP, RAP will be responsible for all labor costs to remove the System and LADWP will be responsible for all costs to re-install at another location, however if the material from the System installation cannot be repurposed at another LADWP or RAP facility, then RAP will reimburse LADWP for the salvage cost of the components and items of the System that cannot be repurposed.

- 10. Minimal Useful Life of Roof and Adequate Support.** LADWP requires that RAP strives to make available Facilities which have twenty five (25) years of useful life remaining for the subject roof or substrate where potential Systems are to be installed.

Prior to signing an LOA, LADWP may request that RAP perform any repairs, upgrades or replacements regarding RAP's roofs or substrates before LADWP executes such LOA and performs the subsequent installation of the Systems. RAP shall have sole discretion whether or not to perform all, some, or none, of the requested repairs, upgrades or replacement. Prior to signing an LOA, the Parties shall agree as to what repairs, upgrades or replacement shall be made at Facilities to support Systems. Unless otherwise stated in the LOA, any costs associated with upgrading or replacing the existing roofs or substrates to support the Systems shall be the financial and operational responsibility of RAP.

11. Engineering and Design. The design(s) for the Systems shall be mutually agreed upon by both Parties. LADWP shall design the Systems in compliance with LADWP Electric Service Requirements, and other local agency requirements, if applicable. LADWP will provide conceptual drawings and renderings of any and all Systems proposed at a RAP Facility (Conceptual Plan) for preliminary approval by RAP staff, which shall include appropriate community input. RAP shall provide LADWP with any suggestions or modifications to such Conceptual Plan, and subsequently, LADWP shall provide RAP staff with a final site layout and design renderings (Final Layout). Final Layout shall be comprised of the layout of technology identified on the Facility and a rendering of the layout as part of an LOA. RAP shall submit such Final Layout as attached to the LOA to the RAP Board for approval, and upon such approval, shall execute the LOA. Subsequent to the execution of the LOA, but prior to any commencement of construction activities for the installation of the System identified in such LOA, LADWP shall submit final construction documents (including construction schedules and final electrical diagrams) ("Final Plan Documents") to RAP for review and approval by RAP staff, such approval to not be unreasonably withheld. In the event the Final Plan Documents conflict with the Final Layout as attached to the LOA, the Final Plan Documents, along with any changes necessary to the LOA, shall require an amendment to the LOA subject to RAP Board approval before any commencement of construction activities by LADWP under the LOA. Upon approval of the Final Plan Documents by RAP staff or the RAP Board, RAP shall issue a Notice to Proceed to LADWP. Upon receipt of Notice to Proceed, LADWP shall be authorized to commence construction activities under the applicable LOA.

12. Required Building Permits. LADWP shall process all required permits and applications at LADWP's expense in connection with the installation, maintenance and use of the Systems. RAP authorizes LADWP to obtain and pay for required permits, plan checks, and inspections, as necessary, from the City of Los Angeles Department of Building and Safety and other applicable permitting agencies for the purpose of installing, maintaining, and using the Systems on the Facilities.

13. Required Environmental Permits. RAP authorizes LADWP to obtain any required environmental permits, as may be required under applicable law and as may be

directed by RAP in connection with any NEM System installation, on RAP Facilities on its behalf. RAP will provide information and assistance as reasonably necessary. LADWP will obtain any required environmental permits as may be required under applicable law in connections with any RGS and/or GCS installation on RAP Facilities. LADWP agrees and acknowledges that any such NEM, RGS and/or GCS System installation may require additional environmental clearance or compliance under applicable law, including the California Environmental Quality Act (CEQA). The Parties to this MOU agree and acknowledge that any project contemplated by an LOA approved by RAP will require a determination under CEQA by the RAP Board prior to commencement of construction activity.

14. Modifications to MOU or LOA. The Parties to this MOU shall not make changes or modifications to this MOU or a duly executed and approved LOA without subsequent approval by all Parties as documented by an amendment to this MOU or LOA, as the case may be.

15. Posting and Signage. LADWP shall ensure that all installed System equipment and conduit is clearly labeled as needed and that safety instructions are clearly posted at all inverter and disconnect locations, including single-line diagrams, maps to disconnect locations, hazardous materials data sheets, emergency contact information. LADWP shall ensure that relevant vendor operating manuals, inspection and maintenance schedules, instructions, log books, and vendor contact information are located near all major System equipment requiring regular inspection or maintenance.

16. Metering of Generated Electric Power. Subject to the terms of this MOU and an executed LOA, RAP grants permission to LADWP to install electric meters as required with a System installation in RAP's electrical rooms or locations with other LADWP electric meters. LADWP and RAP shall mutually agree to the placement of such electric meters in a manner that considers RAP's use of the location and seeks to minimize interference with that use. LADWP shall assume all costs for installation of GCS and/or RGS meters, and installation of meters shall comply with all applicable requirements. RAP shall assume all costs for installation of NEM meters.

17. Delivery of Generated Electric Power. LADWP shall receive the actual electric energy produced by the GCS and RGS at RAP's Facilities into LADWP's electric distribution grid. The RGS will have a flexible connection to both the LADWP electrical grid and critical load panel of the RAP site. The physical interconnection of the GCS, RGS, and LADWP's electric grid shall occur on LADWP's distribution line. The RGS installations will enable LADWP to provide emergency power to RAP Facilities where such RGS installations are located if there is a grid outage. The deployment and maintenance of the RGS interconnections to the LADWP electrical grid and electrical equipment and RAP's critical load panel, including any safety requirements thereto, will be the sole responsibility of LADWP; RAP shall not assume any responsibility for such interconnection and its maintenance.

If RAP elects to reimburse LADWP for a NEM installation, they will receive the actual electric energy produced by the NEM installation. The physical interconnection of the NEM installation will occur on RAP's customer side of the electric meter. In the event of a grid outage during solar generation, the NEM installations will continue to supply power to RAP's Facilities where such NEM installations are located unless otherwise specified in the respective LOA. The requirements for the physical interconnection of the NEM installations will be the sole responsibility of LADWP if LADWP is elected to construct the NEM installations.

18. Damage and Repair to RAP Facilities.

- a. LADWP will assume all responsibility for damage and repairs that any installation or maintenance of Systems by LADWP or its Agents, or its actions in connection therewith, may cause to the Facilities and will take immediate steps, no later than sixty (60) business days from the date LADWP receives written notice as to such damage to the Facilities from RAP, to commence such necessary repairs to the Facilities. If there are damages to the rest of the Facilities caused by the GCS or RGS installations or any other System installed and/or maintained by LADWP or its Agents, then LADWP will be responsible for damage and repairs in connection therewith. LADWP shall not otherwise be responsible for any other damage or repairs to RAP Facilities.
- b. RAP's responsibility and liability for damage and repair to LADWP's GCS and RGS installations or any other System installed and maintained by LADWP or its Agents shall be limited to damages caused by the actions of RAP employees, contractors, and vendors. RAP will take immediate steps, no later than thirty (30) calendar days from the date the incident occurred, to provide LADWP with written notice of the extent of the damage and date of incident. Upon RAP's submittal of written notice, LADWP will conduct the necessary review of damages and make all necessary repairs and/or mitigate damages. LADWP will verify its repairs in order to re-energize the damaged System. RAP will reimburse LADWP for the reasonable costs incurred in repairing the GCS or RGS or any other System damages due to RAP's negligent actions which directly resulted in such damages.

19. Indemnification. Except for the sole negligence of the other, each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all suits and causes of action, claims, charges, damages, demands, judgements, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person or damage or destruction to any property of the Indemnified Party, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOU (including any work on Systems as part of this MOU or an executed LOA) on the part of the Indemnified Party. However, each Party shall retain liability for the acts, errors or omissions of its

contractors, or the contractor's officers, agents, employees, or subcontractors of any tier.

20. Insurance Requirements.

- a. It is hereby acknowledged that each Party is self-insured and maintains a program of self insurance sufficient to meet its responsibilities under this MOU. Each Party shall provide written notice to the other, within thirty (30) calendar days prior to the effective date thereof, if there is a cancellation, or material change in retention amounts related to their respective self-insurance programs. Notice shall be sent by mail to the Risk Management Section of the other Party
- b. Each Party shall have an affirmative duty to assure that independent contractors and subcontractors comply with the terms of this MOU and an executed LOA as appropriate for their respective scopes. Each Party shall be solely responsible for its independent contractors and subcontractors. Each Party shall be solely responsible for (i) completion of its work under this MOU and an executed LOA and any other of its contractor's or subcontractor's obligations hereunder, (ii) the acts, omissions, or defaults of its subcontractors and their employees, and (iii) the engagement, management, and payment of its subcontractors. Each Party shall be solely responsible for paying each of its subcontractor to whom any amount is due in connection with any work under this MOU or an executed LOA.
- c. Each party shall cause its subcontractors to maintain insurance coverage consistent with usual and customary practices in their respective industries with limits applicable to the scope of work being performed.

21. Security. RAP shall continue current security protocols, to the extent controlled by RAP, to secure the Facilities on which the Systems are to be installed during construction and after the project is commissioned. RAP shall provide LADWP with timely written notice of any changes or proposed changes it may make regarding security procedures or security access at the Facilities wherein the Systems are installed pursuant to this MOU. In addition, RAP shall notify LADWP immediately if unauthorized access or vandalism to GCS or RGS installations occur.

22. On-Site Construction Material, Access, and Storage. RAP shall make reasonable efforts to provide an adequate area for construction activities related to the installation of Systems at the Facilities, including access for material delivery and equipment until the Systems are installed and in operation. RAP shall also provide, if available and at RAP's reasonable discretion, secured, on-site space for material storage related to the maintenance of any installed System. Any loss or damage to any such materials stored on-site at a Facility which are not the direct result of any negligent actions of RAP shall be borne solely by LADWP. If on-site space at a Facility is not made available by RAP, LADWP shall arrange alternative accommodations at its sole expense.

- 23. Aesthetic Considerations.** LADWP and RAP shall mutually agree upon reasonable aesthetic improvements of the Facilities or Systems in an effort to ensure that the installation of Systems do not negatively impact the visual appearance of Facilities and the parks in which they are located. LADWP will be financially responsible for aesthetic upgrades only pertaining to the Systems installed on a Facility, and/or System impacts on a Facility. Any such agreement shall be memorialized as part of an executed LOA. Notwithstanding the provisions set forth in Section 36 for any GCS or RGS System installed on a RAP Facility, RAP shall have the right but not the obligation to maintain, without prior notification to LADWP, the visual appearance of the System in a manner similar to when such System was first installed. LADWP shall reimburse RAP for expenses incurred by RAP for such maintenance in the following manner; all reasonable expenses associated with a GCS system and fifty-percent (50%) of all reasonable expenses associated with an RGS system.
- 24. Procurement.** All materials and equipment used for construction of the GCS and RGS installations will be procured by LADWP. If the NEM installation is elected to be completed by LADWP at the Facilities, all materials and equipment used for construction will be provided by LADWP. The materials, equipment and other electrical equipment shall be UL (Underwriters Laboratories) listed or approved by an equivalent safety laboratory and compliant with LADWP safety standards.
- 25. Construction Schedule Coordination.** Subsequent to an executed LOA applicable to a System installation, LADWP and RAP shall jointly review construction schedules for such System installation at least twenty (20) calendar days prior to the commencement of work and discuss general construction and electrical construction practices. The Parties will work in good faith to agree on a construction plan that maintains a safe environment and minimizes to the greatest extent possible any disruption to RAP operations. All construction schedules are subject to RAP's approval and such approval shall be provided with the Notice to Proceed. Upon submission of construction schedule, RAP shall have thirty (30) calendar days to review and comment. Approval of requested changes to construction schedules by either Party shall not be unreasonably withheld.
- 26. Worker's Compensation and Safe Work Practice.** RAP shall make reasonable efforts to accommodate LADWP's construction and safe work practices in connection with any System installation or maintenance work, and RAP shall allow LADWP to perform reasonable changes or improvements to LADWP's activities regarding the installation and maintenance of a System in support of LADWP and all applicable safe work practices to the extent that any such changes do not unreasonably interfere with RAP or a Facility's operations. All LADWP work practices shall meet or exceed minimum safety requirements set forth by federal, state, and local government.
- 27. Future Modifications to GCS and RGS Installations.** Future modifications and additions to the completed GCS and RGS may be performed on RAP Facilities by LADWP during the term of this MOU and respective LOAs at no cost to RAP upon

RAP's prior written approval as to any such modification and additions, the design in connection thereto, and construction schedule. Any such modification and additions shall be memorialized by a written amendment to the applicable LOA for the underlying System, such amendment to be approved by the Parties including the RAP Board.

- 28. Change of Operational Use of Facility.** If RAP decides to change the operational use of MOU Facilities where MOU Systems are installed requiring the removal of those Systems, RAP will be responsible for all labor costs to remove the System and LADWP will be responsible for all costs to re-install at another location, however if the material from the System installation cannot be repurposed at another LADWP or RAP facility, then RAP will reimburse LADWP for the salvage cost of the components and items of the System that cannot be repurposed
- 29. Construction Regular and Extended Work Hours.** LADWP may work extended hours at Facilities during construction period at the discretion of the Parties except where local, state, and/or federal security restrictions restrict such access. Specific requirements and allowances will be addressed in the LOA.
- 30. Emergency.** LADWP may shut down the Systems in an emergency using the AC/DC disconnect switch or remotely. RAP may not move, open, alter, or disassemble the GCS and RGS installations or allow its agents, consultants, vendors or others to do the same. During the term of this MOU, in the event of an emergency, RAP shall notify LADWP for appropriate restoration and/or repair to the GCS and RGS installations.

To notify LADWP for repair/restoration, contact the following:

Trouble Board
1- (800) DIAL DWP or 1- (800) 342-5397

- 31. Force Majeure.** In the event that performance on the part of any Party hereto shall be delayed or suspended as a result of circumstances beyond reasonable control and without the fault and/or negligence of said Party, neither Party shall incur any liability to the other as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in their sovereign capacities; acts of wars; terrorists attacks; natural calamities; earthquakes; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation; unforeseen supply shortages.
- 32. Facilities with Existing Asbestos, Hazardous Materials, or Other Pollutants.** RAP shall work in good faith to disclose to LADWP all asbestos, hazardous materials, and other pollutants regulated under federal or state law known to be contained in the

Facilities identified as potential sites for installation of the Systems. LADWP may disqualify a Facility if it contains asbestos, hazardous materials, or other pollutants. Upon the discovery of asbestos, hazardous materials, or other pollutants that were not disclosed by RAP and was not known by RAP nor LADWP, then LADWP may, in its sole election, cancel the project. Regardless of whether the project is cancelled or proceeds, LADWP shall not be responsible for remediating the asbestos, hazardous materials, or other pollutants to the extent require by applicable law, and shall not bear costs associated with such remediation.

- 33. Environmental Assessment of Facilities.** LADWP may, at its sole discretion and cost, and with the prior written approval of RAP, conduct any environmental assessment activities in or around the Facilities identified as potential sites for installation of the Systems. Such assessment may include drilling soil borings, soil and groundwater sampling, and the installation, maintenance, inspection, periodic sampling, replacement, and abandonment of groundwater monitoring wells. LADWP agrees to perform all such activities in a prompt, safe, efficient and workmanlike manner and in full and complete compliance with all applicable federal, state or local laws, regulations or ordinances. To the extent LADWP's performance of such activities results in any physical damage to any site (ordinary wear and tear excepted), LADWP shall promptly repair and restore the portions of the site damaged to substantially the same condition as existed prior to the damage or exercise of such right or obligation. To the extent LADWP's environmental assessment reveals the presence of any asbestos, hazardous material, or other pollutant regulated under federal or state law, the provisions of Section 32 above shall apply. LADWP shall provide RAP with any environmental assessments conducted on RAP Facilities.
- 34. Ownership of Systems.** RAP shall be responsible for the ownership, operation, and maintenance of any NEM installations and associated equipment. If LADWP elects to construct the NEM installation, LADWP will turn over ownership of the NEM once LADWP finalizes and completes construction and testing. RAP will be responsible for all warranties for the NEM installation. LADWP will be responsible for the ownership, operation, and maintenance of the GCS, RGS, and associated equipment and Systems. LADWP will be responsible for all warranties for the GCS and RGS and associated equipment and Systems.
- 35. Transfer of Ownership.** At the end of the MOU term, RAP will have the option to purchase the GCS and/or RGS System and associated equipment not then owned by RAP at the then fair market value. The fair market value will include the cost to convert the physical interconnection of the GCS and RGS System so that it shall occur on the customer's side of RAP's electric meter. RAP would own all rights and credits to the generated power upon transfer of ownership.
- 36. LADWP Failure to Remove, Repair, or Maintain.** If LADWP fails to timely remove any equipment, make any repairs, or perform required maintenance that involves the structural or electrical integrity of the system which has been brought to

its attention and as required under this MOU or an executed LOA, RAP may, but shall not be obligated to, remove such equipment, make such repairs, or to perform required maintenance. In such event, LADWP shall reimburse RAP for RAP's costs. RAP will give its best effort to contact LADWP to restore the LADWP owned LOA system to maintain the aesthetics from the time of commissioning, however if LADWP fails to respond in a timely manner RAP may, but shall not be obligated to, make aesthetic repairs and maintenance that do not affect the structural or electrical integrity of the LOA system. Furthermore, if such work is required in less than thirty (30) calendar days due to an emergency or urgent basis involving the threat of further damage or disruption of operations to RAP or RAP's tenant's properties or injury to persons and LADWP has been notified and does not perform such work in the time required by such emergency or urgency, RAP may undertake such work and LADWP shall reimburse RAP for RAP's costs incurred in connection with such work. Urgent or emergency work is defined as any removal, repair, or maintenance which when delayed may cause further damage or disruption of operations to RAP or RAP's tenant's property or structures or injury to persons. Any work performed by RAP pursuant to this Section shall in no event be construed as a waiver of the duty or obligation of LADWP to make future repairs or perform required maintenance as herein provided. RAP's rights set forth in this Section 36, whether exercised or not, shall in no way waive any of LADWP's obligations under this MOU or an executed LOA to timely remove any equipment, make any repairs, or perform required maintenance.

- 37. Promotion of Renewable Energy, Efficiency, Signage and Public Displays.** RAP shall provide space in a publicly visible location at the Facilities for the purpose of placing one or more displays to promote the use of renewable energy, conservation, and any other related LADWP program. The type and contents of the signage and the space and location of such signage shall be subject to the approval of the underlying LOA by the RAP Board at its sole discretion. LADWP shall assume all costs associated with the displays, including installation, normal maintenance and repairs. The signage shall include a reference to an LADWP website address which promotes the use of renewable energy and conservation.
- 38. Termination of MOU.** Any early termination of the MOU and resulting early termination of all MOU and executed LOAs must be by written mutual agreement between LADWP and RAP.
- 39. Dispute Resolution.** LADWP and RAP agree to make all reasonable efforts within a timely manner to resolve any and all disputes resulting from this MOU or any executed LOA. If any dispute or disagreement regarding performance or compliance with this MOU or an executed LOA cannot be resolved within thirty (30) calendar days from receipt of a written notice of dispute by either Party, the Parties agree to submit such disputes in proper form and manner to the City Attorney for mutual resolution.

Exhibit A:

Form of Letter of Agreement for Installation
of MOU Systems on RAP Facilities

Exhibit B: Letter of Agreement for Installation of MOU Systems on RAP Facilities

In accordance with the MEMORANDUM OF UNDERSTANDING BETWEEN LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) AND LOS ANGELES DEPARTMENT OF RECREATION AND PARKS (RAP) REGARDING THE INSTALLATION OF DISTRIBUTED ENERGY AND RESILIENCY RESOURCES (MOU) effective _____, LADWP and RAP hereby enter into this Letter of Agreement (LOA) for Systems to be installed by LADWP on a RAP's Facilities. LADWP and RAP acknowledge and agree to the following terms and conditions of this LOA:

1.0 INCORPORATION OF TERMS AND CONDITIONS OF MOU

The terms and conditions of the enabling MOU are incorporated herein by this reference. In the event of a conflict between terms and conditions of the MOU and this LOA, the MOU shall govern.

2.0 EFFECTIVE DATE AND DURATION/TERM OF THE LOA

The LOA shall commence on _____, 20__ and shall remain in full force and effect until the term of the MOU is complete. LADWP shall not commence the installation of the Systems set forth in this LOA until it receives a Notice to Proceed from RAP.

3.0 SITE LOCATION

The installation of Systems is to be located at:

<u>Name of Facility:</u>	<u>Green Meadows Recreation Center</u>
<u>Street Address:</u>	<u>431 E89th Street</u>
<u>City/State/Zip:</u>	<u>Los Angeles CA 90003</u>

4.0 INSTALLATION OF SYSTEMS UNDER THIS LOA

LADWP and RAP agree to the installation of Systems as marked, identified and described below:

GCS:

UBS: _____ Total kW

Carport: _____ kW

Rooftop: _____ kW

Ground-mount: _____ kW

Other: _____ kW

ESS: _____ Total kW/kWh

Battery Energy Storage System (BESS): _____ kW/kWh

Other: _____ kW/kWh

Yearly Lease Amount for GCS System: \$ _____

RGS:

UBS: 220 Total kW

Carport: 140 kW

Rooftop: 30 kW

Ground-mount: _____ kW

Other: 50 kW (Solar Bleacher Canopy)

ESS: 250kW/1200kWh Total kW/kWh

BESS: Lithium Ion 250kW/1200kWh kW/kWh

Other: _____ kW/kWh

ESS Minimum Duration: 4hrs

RGS Simulated Annual Average Outage Duration: 66hrs

RGS Simulated Maximum Outage Duration Potential: 100hrs

List all Critical Loads that the RGS will provide power to:

<u>Table 1: Critical Loads</u>	
<u>Load/ Description</u>	<u>Load/ Description</u>
Exit Sign	SFD (Sprinkler/Fire Detection)
Lighting Control Panel	RTU-1
Site Lighting	Restroom Lighting
Exterior Lighting	Refrigerator
Critical Panel	Security Control Panel
RTU-1	KEF
Gym Lighting (3)	Fire Suppression System
RTU-2	Telephone Board
Kitchen (2)	FC-1 & CU

Microwave	HVAC MAN-1
PA Pack	J-Box Fire Suppression System
Room 101	EV LV2 EV Charger
Kitchen Hood/Fire Equipment	Spares
FA Panel/PRS	

NEM System:

Solar PV: 50 Total kW

Carport: _____ kW

Rooftop: 50 kW

Ground-mount: _____ kW

Other: _____ kW

Energy Storage System: _____ Total kW/kWh

BESS: _____ kW/kWh

Other: _____ kW/kWh

EV Charger and Infrastructure Installations

NEM EV Charger Installations by LADWP

Level 2 EV Charger Installations: 2 (quantity)

Level 3 EV Charger Installations: _____ (quantity)

Other: _____ (quantity)

Separately Metered (SM) EV Charger Installations by LADWP

Level 2 EV Charger Installations: _____ (quantity)

Level 3 EV Charger Installations: 3 (quantity)

Other: _____ (quantity)

Yearly Hosting Fee Amount: \$ 2400

EV Hosting Fee Term: 5 years

Make-Ready EV Installations by LADWP

Make Ready EV Installations L2: _____ (quantity)

Make Ready EV Installations L3: _____ (quantity)

Make Ready EV Installations Other: _____ (quantity)

RAP’s finalized EV construction plans to be included:

OTHER TECHNOLOGY:

Systems not contemplated or identified in the MOU as of its effective date are described in Table 1 below.

Table 2: Other Non-Standard Technology			
Description of Technology	Capacity	System Type (GCS/RGS/NEM)	Quantity

5.0 FINANCIAL INFORMATION

RAP has been awarded a \$200,000 Innovation Grant by the City of LA which will be used to fund the installation of the NEM Solar PV on RAP’s Green Meadows Recreation Center rooftop. RAP shall transfer up to \$200,000 to LADWP after the 50kW rooftop NEM Solar PV has been commissioned, following the submission of an invoice for materials and labor associated with the NEM Solar PV installation. All other design, material, labor, testing and maintenance will be paid for in accordance with the Installation of Distributed Energy and Resiliency Resources MOU.

6.0 COMMUNITY OUTREACH

List and describe the events and outreach that took place regarding the System installation at this Facility:

Name of Event	Date of Event	Approximate People in Attendance
Winter Wonderland	12/15/18	300
Green Meadows Park Advisory Board	1/17/19	25
RAP Task Force on Facility Repair and Maintenance	3/20/19	40

7.0 SITE SPECIFIC CONDITIONS

Please describe the following and all other conditions that need to be addressed for this Facility:

1. Specific keys needed to access the Facility during construction activities:

Electrical Room keys for the duration of interconnecting the NEM Solar PV, RGS, and access as coordinated with RAP during design.

2. Specific System aesthetics that will be addressed at the site:

LADWP is responsible for the enclosure for the switchgear and energy storage system to protect the public and maintain the current aesthetics.

3. Specific conditions that will need to be met at the Facility:

Pigeon droppings to be cleaned by RAP on facility prior to installation of rooftop solar as they are a health hazard.

4. Other conditions:

None.

8.0 WARRANTY INFORMATION AND OPTIONS

Warranty Information for GCS and RGS Installations

LADWP will be responsible for all maintenance and warranties associated with the RGS installations under this LOA.

Warranty Information for NEM Systems

RAP will be responsible for all maintenance and warranties associated with NEM Systems. Since this portion of the project was elected to be completed by LADWP forces, LADWP will purchase RAP a standard warranty for that particular system and transfer the warranty to RAP. A non-standard warranty may be provided at the cost of RAP, given the availability of the equipment manufacturer. LADWP will not be responsible for any repairs or warranties after the project is tested and commissioned.

Installation of Solar PV

Standard Solar PV Module Warranty: 25 years

Standard Solar PV Inverter Warranty: 10 years

Additional equipment warranty: _____

Non-standard warranty: _____

Installation of ESS

Standard Energy Storage Warranty: years

Equipment covered in warranty: _____

Non-standard warranty: _____

Installation of EV Chargers

Standard EV Chargers Warranty: 3 years

Non-standard warranty: _____

Installation of Other Technology

Standard Warranty: years

Non-standard warranty: _____

9.0 ENERGY STORAGE OPERATING PROCEDURES

The battery energy storage system shall charge and discharge from the electric grid in normal conditions. During an outage, the automatic transfer switch will transition into emergency mode and the battery storage system shall provide backup power to the facility in conjunction with rooftop and carport solar power. Backup power will be provided to the critical loads of the site until either the grid is energized or the battery system is depleted. When the electric grid is energized, the automatic transfer switch will transition back to normal mode and resume charging and discharging the battery from the grid.

10.0 EMERGENCY OPERATION PROCEDURES

In the event of an emergency/grid outage please follow the Emergency Operation Procedures below:

1. Set thermostat to 75-80°F during a summer outage. Run fans when possible to keep the facility cool.
2. Close all doors and windows in the facility to keep the facility cold.
3. Turn off unnecessary lighting and un-plug electrical devices once they are not in use.
4. All SM EV chargers will not be operable in Emergency Operation/ grid outage
5. One NEM EV charger will be available to charge EVs. RAP has the option to disconnect power to this NEM EV Charger by opening the disconnect switch. RAP will always have the option of operating the NEM EV Chargers during Normal or Emergency Operations.
6. The NEM and RGS will automatically detect a grid outage and will begin powering the Facility. There may be a short delay between when an outage occurs and when the power turns back on at the Facility.

By following these procedures, the Facility will optimize the generation and storage systems to serve the needs of the community.

11.0 FINAL SITE LAYOUT AND DESIGN RENDERINGS

See attached.

[Signature Page Follows]

In witness, hereof, LADWP and RAP have caused this LOA to be executed by their duly authorized representatives on the year and date written below.

Execution:

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

Date: _____ By: _____

Martin L. Adams, General Manager and Chief Engineer

Date: _____ By: _____

Susan A. Rodriguez, Board Secretary

Execution:

CITY OF LOS ANGELES DEPARTMENT
OF RECREATION AND PARKS,
a municipal corporation acting by and through its
BOARD OF RECREATION AND PARK
COMMISSIONERS

Date: _____ By: _____

Board President

Date: _____ By: _____

Board Secretary

Battery Energy Storage System (BESS): _____ kW/kWh

Other: _____ kW/kWh

Yearly Lease Amount for GCS System: \$ _____

RGS:

UBS: 220 Total kW

Carport: 140 kW

Rooftop: 30 kW

Ground-mount: _____ kW

Other: 50 kW (Solar Bleacher Canopy)

ESS: 250kW/1200kWh Total kW/kWh

BESS: Lithium Ion 250kW/1200kWh kW/kWh

Other: _____ kW/kWh

ESS Minimum Duration: 4hrs

RGS Simulated Annual Average Outage Duration: 66hrs

RGS Simulated Maximum Outage Duration Potential: 100hrs

List all Critical Loads that the RGS will provide power to:

<u>Table 1: Critical Loads</u>	
<u>Load/ Description</u>	<u>Load/ Description</u>
Exit Sign	SFD (Sprinkler/Fire Detection)
Lighting Control Panel	RTU-1
Site Lighting	Restroom Lighting
Exterior Lighting	Refrigerator
Critical Panel	Security Control Panel
RTU-1	KEF
Gym Lighting (3)	Fire Suppression System
RTU-2	Telephone Board
Kitchen (2)	FC-1 & CU

Microwave	HVAC MAN-1
PA Pack	J-Box Fire Suppression System
Room 101	EV LV2 EV Charger
Kitchen Hood/Fire Equipment	Spares
FA Panel/PRS	

NEM System:

Solar PV: 50 Total kW

Carport: _____ kW

Rooftop: 50 kW

Ground-mount: _____ kW

Other: _____ kW

Energy Storage System: _____ Total kW/kWh

BESS: _____ kW/kWh

Other: _____ kW/kWh

EV Charger and Infrastructure Installations

NEM EV Charger Installations by LADWP

Level 2 EV Charger Installations: 2 (quantity)

Level 3 EV Charger Installations: _____ (quantity)

Other: _____ (quantity)

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Standard EV Chargers Warranty: 3 years

Non-standard warranty: _____

Installation of Other Technology

Standard Warranty: years

Non-standard warranty: _____

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DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

Date: _____ By: _____

Martin L. Adams General Manager and Chief Engineer

Execution:

CITY OF LOS ANGELES DEPARTMENT
OF RECREATION AND PARKS,
a municipal corporation acting by and through its
BOARD OF RECREATION AND PARK
COMMISSIONERS

Date: _____ By: _____

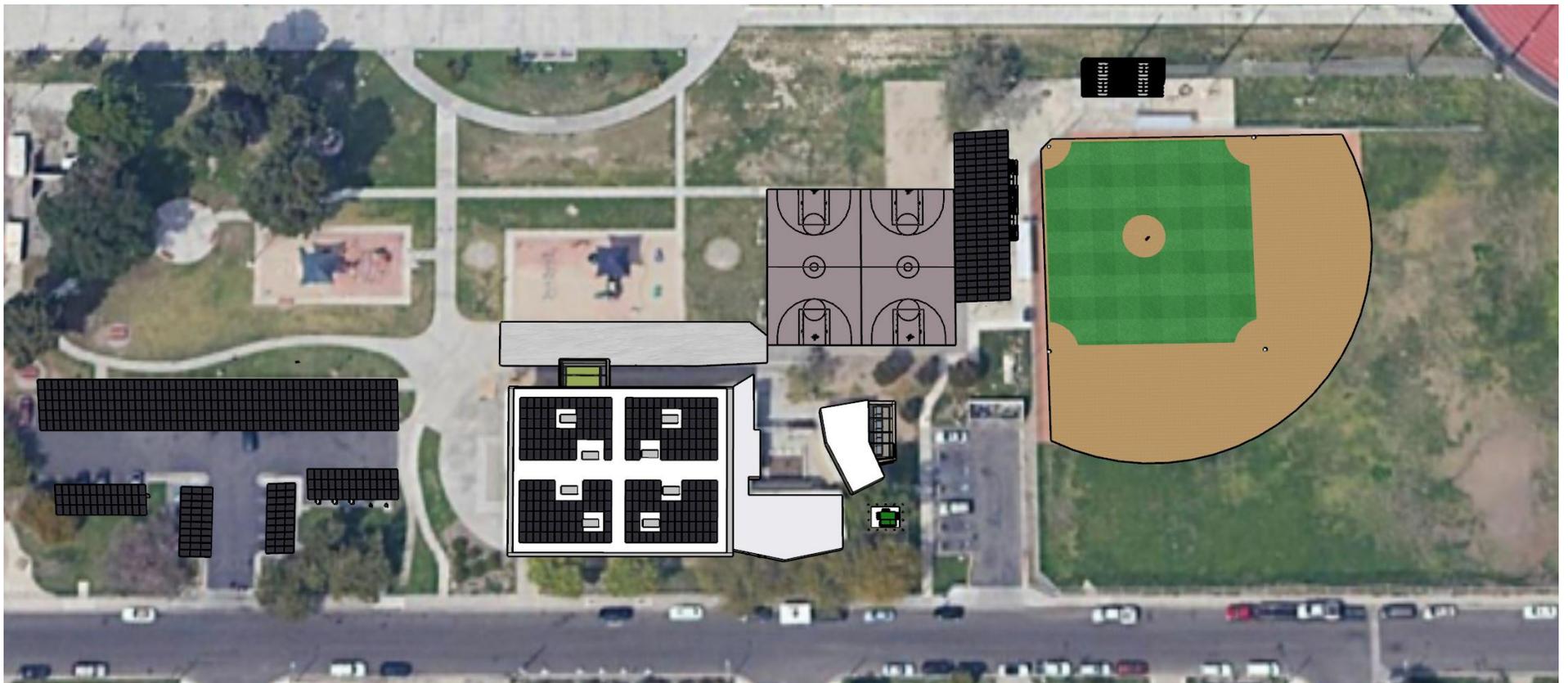
Board President

Date: _____ By: _____

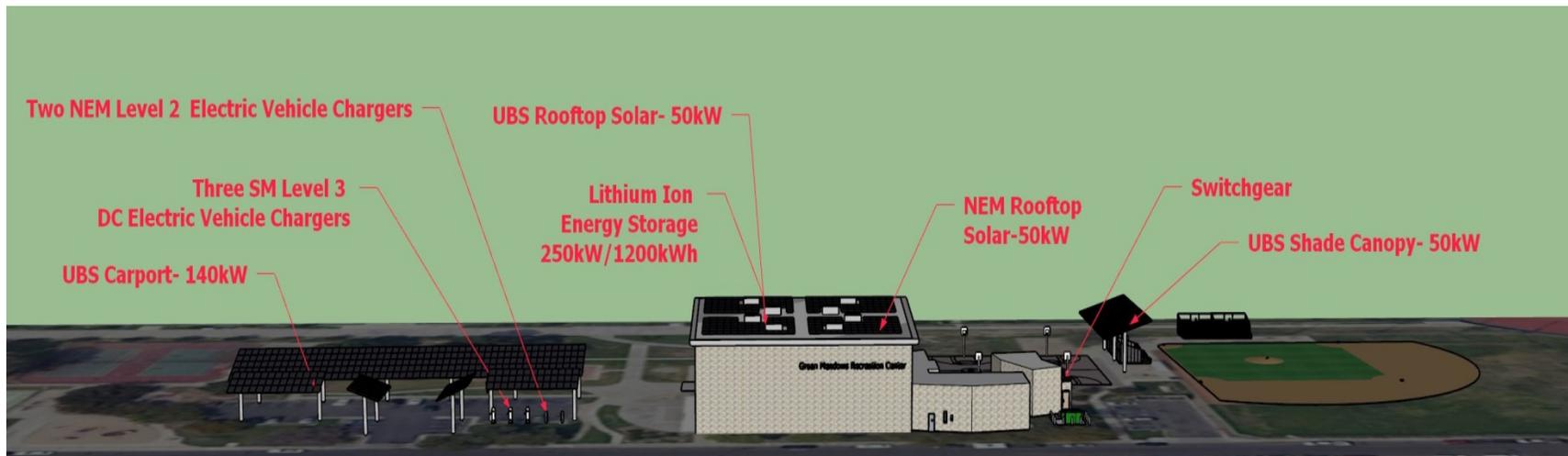
Board Secretary

Green Meadows RC Resiliency Generation System - Final Site Layout and Design Renderings

Overview of Site Layout



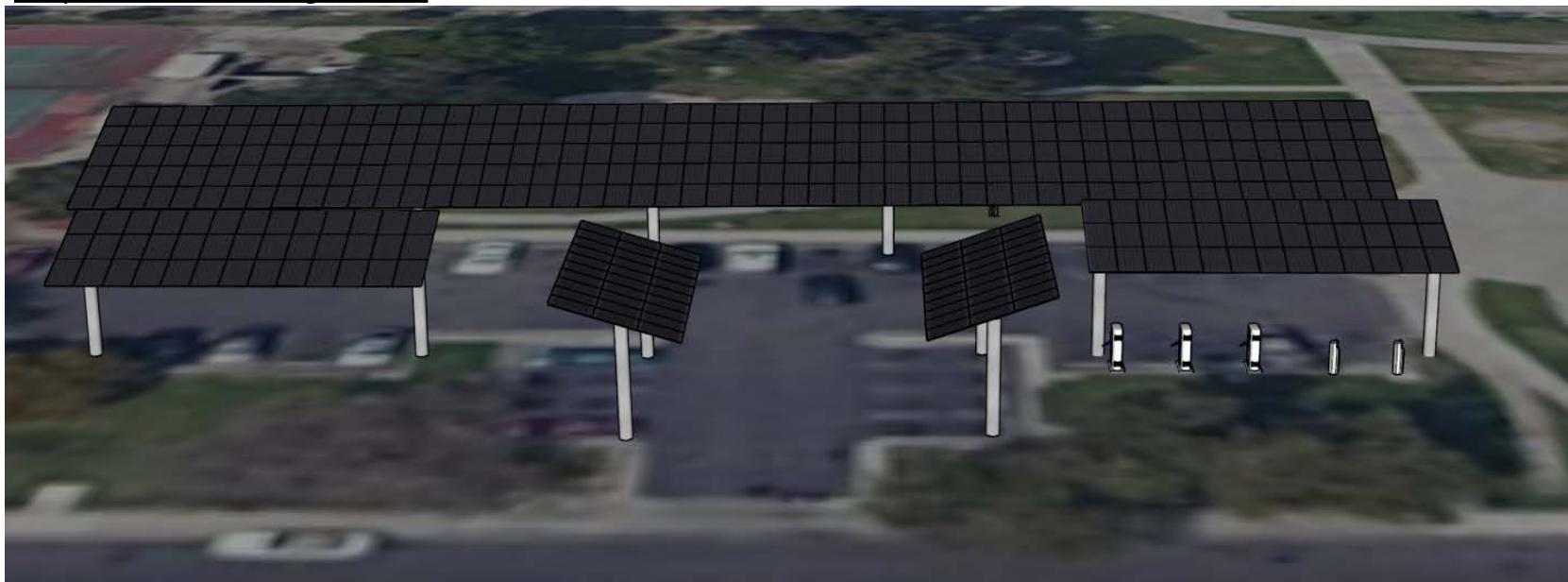
Front Overview of Site Layout



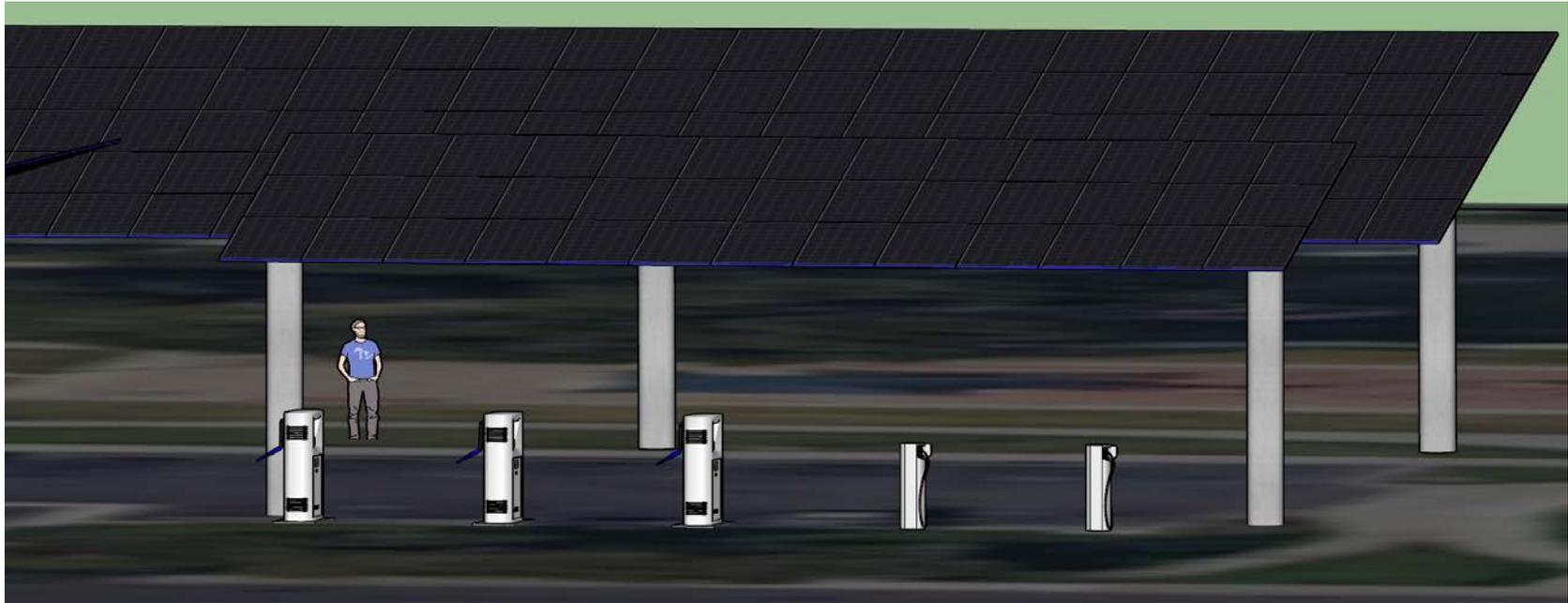
Back Overview of Site Layout



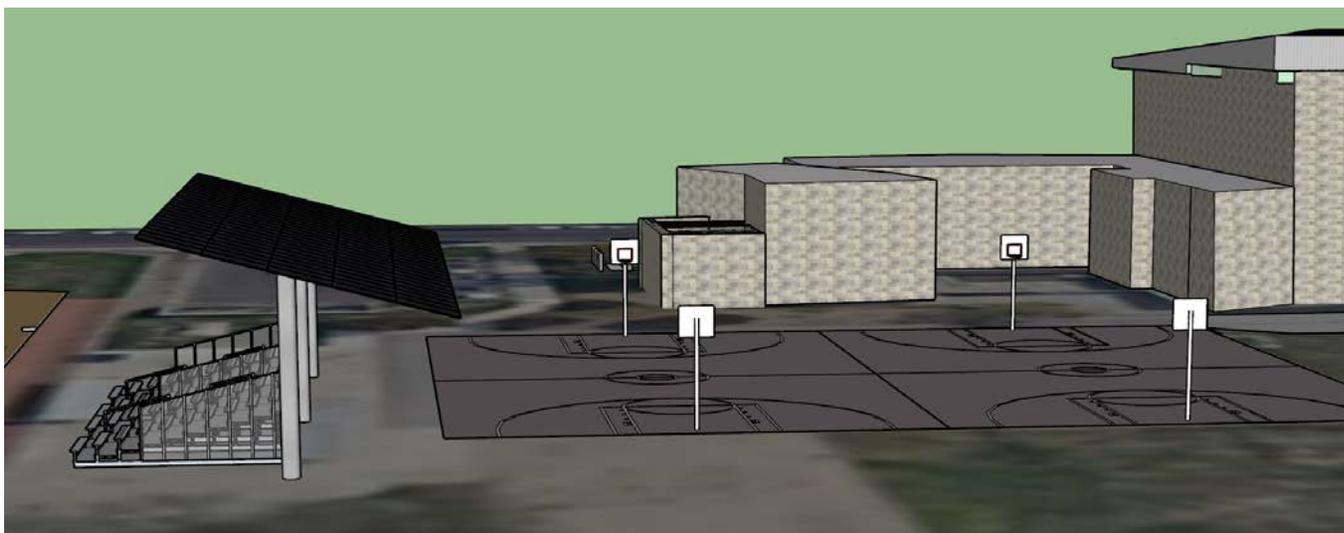
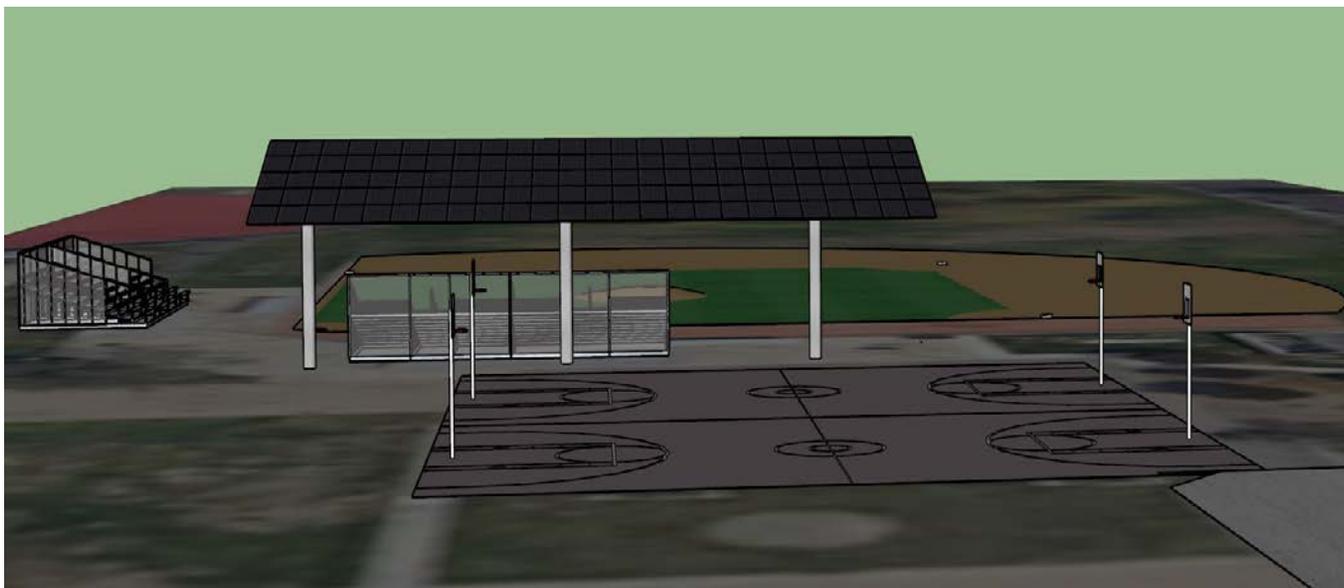
Carport and EV Charger View



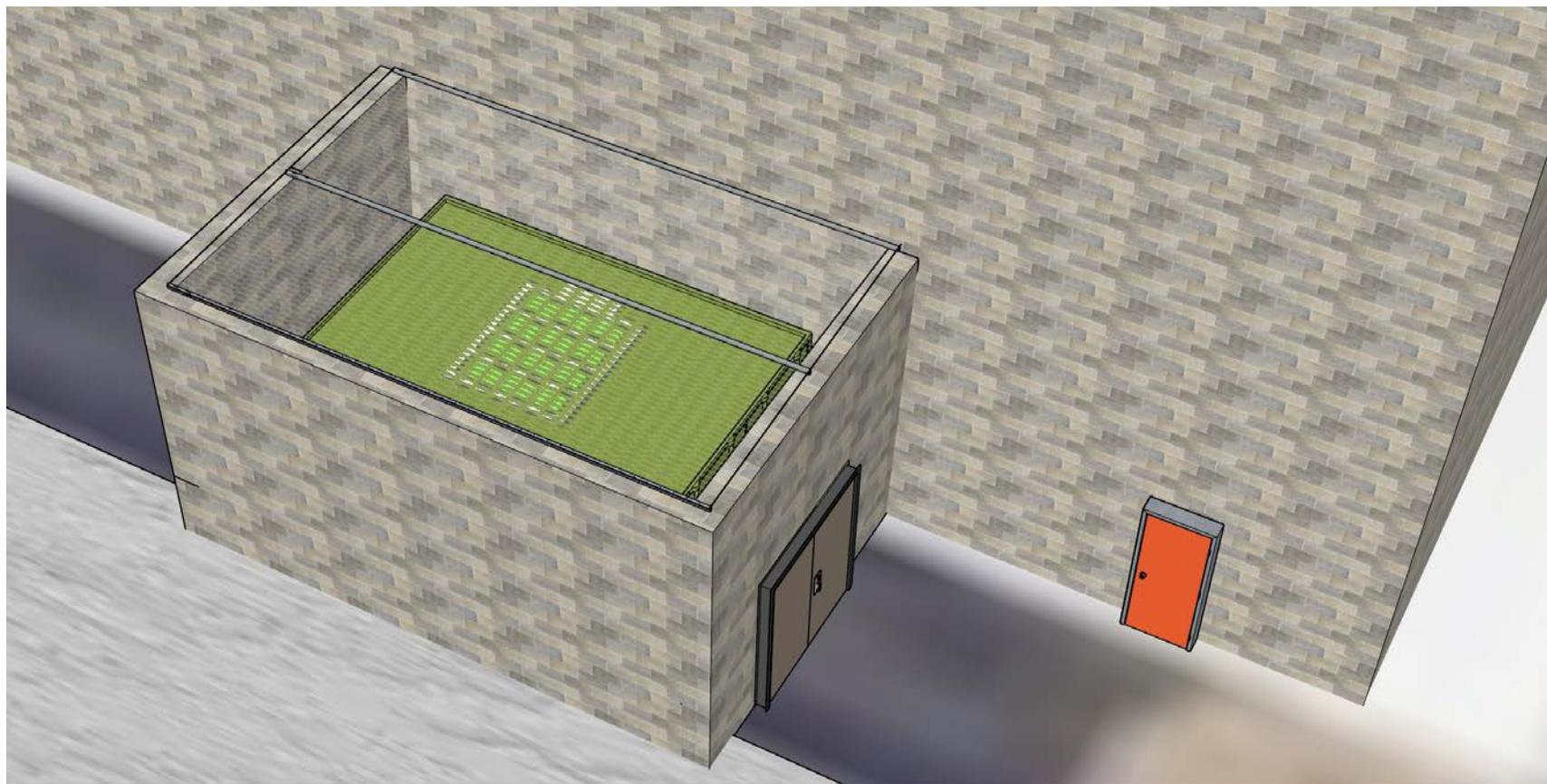
EV Charger View



Carport Sun Shade View



Energy Storage View



Switchgear view

