

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

529



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
February 3, 2011

SUBJECT: Approve Sole Source Procurement with International Board of Lactation Consultant Examiners (IBLCE) in the Americas to pay for 124 IBLCE exam applications.

RECOMMENDED MOTION: That the Board of Supervisors:
Approve and authorize the County Purchasing Agent to make the Sole Source purchase of 124 IBLCE exam applications with IBLCE in the Americas in the amount of \$60,670.

BACKGROUND:

The Women, Infants and Children (WIC) Supplemental Nutrition program received funding to administer a preparatory class for WIC and hospital staff to become International Board Certified Lactation Consultants (IBCLC), included in these funds is payment of the IBLCE exam fee for those completing program requirements.

Departmental Concurrence

Purchasing: *[Signature]*
Mark Seiler, Assistant Director

[Signature: Susan D. Harrington]

GH:nw

Susan D. Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 60,670	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% Federal funding.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

[Signature: Debra Courmoyer]
Debra Courmoyer

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.9

PRICE REASONABLENESS: IBLCE of Americas is the Sole Source for conducting the exam and certification of International Board Certified Lactation Consultants. The IBLCE exam fees are comparable to other certification and licensing agency fees.

Date: January 24, 2011
From: Susan Harrington, Director of Public Health
Department/Agency: Department of Public Health (DOPH)
To: Board of Supervisors
Via: Purchasing Agent
Subject: **Request for Sole Source Procurement**
IBCLE in the Americas
6402 Arlington Blvd., Ste. 350
Falls Church, VA
Phone: 703-560-7330
Email: iblce@iblce.org

The Women, Infants and Children (WIC) Supplemental Nutrition program received funding to administer a preparatory class for WIC and hospital staff to become International Board Certified Lactation Consultants (IBCLC). Included in these funds is payment of the IBLCE exam fee for those completing program, requirements.

The information below is provided in support of my Department requesting approval for a sole source contract. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Pay for 124 International Board Certified Lactation Consultants (IBCLC) Exam Applications at a cost of \$60,760, administered through the *International Board of Lactation Consultant Examiners (IBLCE) in the Americas*. This is funded 100% by our Women, Infants and Children (WIC) Supplemental Nutrition Program special project "Grow Our Own IBCLC" funds.

Supplier being requested:
IBLCE in the Americas
6402 Arlington Blvd., Ste. 350
Falls Church, VA
Phone: 703-560-7330
Email: iblce@iblce.org

Alternative suppliers that can or might be able to provide supply/service: *IBLCE of the Americas* is the only agency that offers IBCLC examinations. The International Board of Lactation Consultant Examiners (IBLCE) is a non-profit organization governed by a Board of Directors. It was established to develop and administer the certification examination for lactation consultants. The IBLCE examination is the premier, internationally recognized measure of competence in lactation consulting. Founded in 1985, the IBLCE has administered annual examinations, in multiple languages and at numerous sites around the world. The IBLCE certification program for lactation consultants has been continuously accredited by the National Commission for Certifying Agencies (NCCA) since 1988. Candidates who pass the certification exam are awarded the designation International Board Certified Lactation Consultant (IBCLC).

The purpose of this WIC special funded program is to provide classroom instruction to WIC and hospital staff and to pay for staff to take the IBCLC exam upon completion of program requirements.

Extent of market search conducted: State WIC and other lactation educators were consulted as well as the internet. All sources reference the International Board of Lactation Consultant Examiners (IBLCE) as the only agency that awards the designation of International Board Certified Lactation Consultants (IBCLC).

Unique feature of the supply/service being requested from this supplier that no alternative supplier can provide: The IBLCE examination is the premier, internationally recognized measure of competence in lactation consulting.

Reasons why my department requires these unique features and what benefit will accrue to the County: We have been funded to increase the number of IBCLC staff within WIC and hospitals in Riverside County. IBCLCs will promote changes that support breastfeeding and help reduce the risks of not breastfeeding. Our goal is to improve breastfeeding rates among women, increase initiation and duration of breastfeeding, particularly exclusive breastfeeding, as well as promote greater acceptance of breastfeeding as the accepted norm.

Price Reasonableness: Exam fee is comparable to other certification and licensing fees at \$490 per application and is the same charge to County of Riverside as other agencies.

Does moving forward on this product or service further obligate the County to future similar contractual arrangements? No, the County is not under any obligation to any future contractual arrangements with this service.

Susand. Harington

2/3/11

Department Head Signature

Date

Purchasing Department Comments

Approve

Approve with Condition/s

Disapprove

M. D. H.

2-2-11

Purchasing Agent

Date

SOLAR INTEGRATION AND INSTALLATION SERVICES AGREEMENT

between

ASSOCIATION OF CALIFORNIA COMMUNITY AND ENERGY SERVICES

and

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY

August 27, 2010

SOLAR INTEGRATION AND INSTALLATION SERVICES AGREEMENT

This Solar Integration and Installation Services Agreement (this "Agreement"), dated as of June 1, 2010 ("Effective Date"), is between Association of California Community and Energy Services ("ACCES"), a recognized State Corporation and Association of Energy Services Providers by the California Department of Community Services and Development ("CSD") and Community Action Partnership of Riverside County (LSP), a recognized Low Income Home Energy Assistance Program (LIHEAP) provider by CSD. ACCES and LSP are referred to herein each individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Central Coast Energy Services, Inc., the Association of California Community and Energy Services, Solar Access America LLC (SAA), SAA's designee; MS Solar Solutions Corp. ("MSSS"), and 12 existing Low Income Home Energy (LIHEAP) Program Local Service Providers ("LSPs") jointly responded to the Solar for All California Request for Proposals released by CSD ("Solar for All California"), and;

WHEREAS, LSP has assisted in the development of a program for the provision of solar resources to low-income families in the state of California;

WHEREAS, CCES has received a contract number 10B-5634 executed on June 2, 2010 for implementation of the joint proposal and;

WHEREAS, ACCES has subcontracted with SAA and LSPs for implementation of the joint proposal and;

WHEREAS, under the CSD and CCES Contracts (defined below), LSP has agreed to provide installation, marketing and outreach, and other related services, including Integration Services (defined below) that will be subcontracted to SAA, for the solar resources to be provided at the Participating Homes (defined below); and

WHEREAS, under Solar for All California, CCES, ACCES, SAA and LSP will cause PV Systems (defined below) Owned by it or its Affiliate (defined below) to be installed at Participating Homes (defined below) at no cost to the property owner, with these households receiving one hundred percent of the electricity generated from the PV Systems for free, with no loans, liens or leases, thereby significantly reducing the electricity costs for such households;

WHEREAS, LSP has agreed to provide through its employees and/or subcontractors to provide installation services as referenced in CSD contract 10B-5634 under this Agreement as a subcontractor to ACCES for purposes of the CCES and CSD Contracts (defined below); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Defined Terms. All capitalized terms used in this Agreement that are not otherwise defined herein have the respective meanings set forth below:

(a) "Affiliate" means, with respect to any person, any other person that directly or indirectly controls, is controlled by, or is under common control with, such person or is a director or officer of such person. For purposes of this definition, the term "control" or "controls" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such person, whether through ownership, by contract or otherwise.

(b) "Approved PV System Configuration" means the PV System structure size and contours that SAA (or its designated subcontractors) has developed to optimize the benefit to each Participating Home and approved for installation on Participating Homes.

(c) "CCES Contract" means the contract between CCES and ACCES.

(d) "Complete Initial Assessment" means the completion of all information contained on and referred to in the form "Solar For All California Residential Intake for Roof Top Installations" attached as Exhibit C.

(e) "CSD Contract" means the agreement, 10B-5654 executed on June 2, 2010 between CSD and CCES, pursuant to which CCES is entitled to receive certain payment from CSD as a preferred energy provider, based on qualifying installation and related services that ACCES and CCES provides, including Integration Services, which for Participating Homes will be provided under this Agreement by SAA or its designated subcontractor.

(f) "CSI Program Handbook" means the handbook published by the California Public Utility Commission ("CPUC"), as amended from time to time, that provides guidance regarding participation in the Multifamily Affordable Solar Housing Program implemented by the CPUC.

(g) "Effective Date" has the meaning set forth in the preamble of this Agreement.

(h) "Installation Services" means installation of the PV Systems on Participating Homes, including, for the avoidance of doubt, installation of any metering equipment.

(i) "Integration Services" means certain services to be provided in relation to the PV Systems to be installed at Participating Homes as provided in Section 2.4.

(j) "Interconnection Agreement" refers to the agreement which specifies the terms and conditions under which the PV system will be connected to the utility grid made between either the PV System Owner or the owner/resident of the Participating Home and the applicable utility company.

(k) "Losses" means expenses, losses, damages, liabilities, judgments, awards, penalties, fines, demands, charges and claims of any kind or character, including reasonable attorney's fees and expenses and investigation costs.

(l) "Local Service Provider" refers to those participating organizations under contract to ACCES and listed below:

Campeños Unidos, Inc.
Community Action Agency of Butte County, Inc.
Community Action Partnership of Orange County
Community Action Partnership of Riverside County
Community Action Partnership of San Luis Obispo County, Inc. (formerly
Economic Opportunity Commission of San Luis Obispo County)
Community Enhancement Services
Community Resource Project
Kings Community Action Organization
MAAC Project, Inc.
Maravilla Foundation, Inc.
Pacific Asian Consortium in Employment
Project Go, Inc.

For the purpose of installations, CCES is considered an LSP providing service directly under the CSD contract.

(m) "New Solar Homes Partnership Guidebook" means the guidebook published by the California Energy Commission, as amended from time to time, that provides guidance regarding participation in the New Solar Homes Partnership program implemented by the California Energy Commission.

(n) "Own" or "Ownership" refers to, with respect to SAA, ownership of the PV System Parts either through a direct ownership interest or through a leasehold interest.

(o) "Participating Homes" means those homes or residential units identified by LSP that meet certain eligibility criteria agreed upon by SAA and ACCES (which will include qualification specified under the CSD contract, and site integrity, shading, orientation, and tilt), and that are approved in writing by SAA (in its sole discretion); provided that such homes must be either (i) new build multi- or single-family homes, or (ii) existing multi-family.

(p) "PV System" means the solar photovoltaic ("PV") systems installed on the roofs of Participating Homes.

(q) "PV System Parts" means the PV System components, including the solar PV panels, inverters, metering equipment and other necessary hardware.

ARTICLE II.

PROVISION OF OUTREACH, INTAKE, TRAINING, INTEGRATION SERVICES AND INSTALLATION SERVICES

Section 2.1 Project Management. ACCES will coordinate the delivery of services and processes associated with Solar for All California referenced in CSD Contract and upon approval of a Participating Home, LSP shall, with input and approval from ACCES, facilitate completion of each phase of work required to design and install rooftop photovoltaic solar systems on the dwellings of eligible participants including identification of the Party responsible for each phase consistent with Sections below.

Section 2.2 Training. ACCES will provide specific training for LSPs PV System installers as required to complete the project which includes the AKEENA installation training. The LSPs must attend the New Solar Homes Partnership training and become recognized installers under this program

Section 2.3 Outreach. LSP shall perform appropriate outreach activities to ensure that households in the service area are informed about all Solar for All California program services and have an opportunity to apply for such services.

Section 2.4 Intake. LSP shall use intake program funds for determining eligibility of applicants seeking Solar for All California services. Services include the process of completing an intake application and reviewing applicant documentation. LSP shall:

- (a) Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the LSP shall respond to the applicant's request within a reasonable amount of time.
- (b) Accept applications for assistance during regular business hours.
- (c) Accept applications at sites that are geographically accessible to all households in the area served.
- (d) Provide to low-income individuals who are physically infirm the means to submit applications without leaving their residences.
- (e) Provide intake at sites accessible to the disabled.
- (f) Utilize the Energy Intake Form as a multipurpose form for referrals to the Solar for All California program.

Section 2.5 Assurance 16 Activity /Client Education General Requirements. LSP shall provide to all recipients of PV under this Agreement applicable energy conservation and solar information. LSP shall include at least the following:

- (a) Written information that describes the basic of how PV works.
- (b) Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- (c) A written description of the benefits that the client can expect to receive as a result of the PV system installed.
- (d) Written information that describes maintenance needs of the PV system.
- (e) Written information regarding warranties.
- (f) Written information that describes how the household's utility bill may change as a result of PV installation and recommendations on how the customer may address changes in billing.
- (g) In addition to the above provisions, LSP shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or LSP's equivalent that substantiates that the client was provided with energy conservation and PV education.

Section 2.6 Coordination. LSP shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, or defraying energy costs of low-income households.

Section 2.7 Guidelines. LSP shall adhere to the following guidelines:

(a) Service Priority Guidelines. LSP shall give first priority for services to those households with the highest energy burden and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older). LSP may give first priority for services to those households whose members have life-threatening emergencies. Equitable Treatment LSP shall assure that owners and renters receive equitable treatment under this program.

(b) Applicant Eligibility. Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.

(i) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the 2010 LIHEAP Eligibility and Verification Guide at www.csd.ca.gov/programs.

(ii) LSP shall certify a household's income eligibility prior to the delivery of all energy program services.

(iii) LSP shall collect copies of all of the household's energy utility bills for the current month, to determine the client's energy burden.

(c) Dwelling Eligibility. PV shall be installed only in homes that meet CSD's weatherization standards under either the DOE or LIHEAP weatherization programs. The intent of Solar for All California is that no PV system should be installed in a home that is not already energy efficient. LSP should take steps necessary to ensure that all reasonable energy-efficient measures have been installed before installing PV. Qualifying dwellings include:

(i) Dwellings to be weatherized by a CSD LSP in conjunction with the installation of PV and shall meet the Title 24 criteria for acceptance to apply for the NSHP rebate.

(ii) Dwellings previously weatherized by a CSD LSP as long as those weatherization measures installed are still performing effectively. LSPs should refer to the reweatherization rules in the appropriate DOE or LIHEAP contract before reweatherizing any previously-weatherized dwellings.

(d) Permission to Provide Services. LSP shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any solar services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or LSP's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515D) or LSP's equivalent. At a minimum, the written documentation and/or notification shall include the following:

(i) General permission to do solar assessment;

(ii) Notification that the unit is a good candidate for PV and permission to proceed with PV installation;

(iii) Notification of specific work to be done before the work is done;

(iv) Notification of significant structural and engineering changes; and

(v) Confirmation of work completed.

(vi) If during the course of performing services in a dwelling, LSP identifies that significant structural and/or engineering changes may occur, LSP shall re-obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.

(e) Rent Increase Restrictions. For a period of two years after PV is installed on a dwelling containing a unit, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the work performed.

- (i) Tenants shall be given a written summary of these conditions with the current telephone number of the LSP with instructions on how to file a complaint should these conditions not be met. LSP shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.
- (ii) Should a complaint be found valid, LSP shall obtain the amount equal to the cost of the PV system installed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation.
- (f) Multi-Unit Dwellings LSP may install PV a building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:
- (i) Are eligible dwelling units, or
- (ii) The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.
- (iii) If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.
- (iv) LSP shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or LSP's equivalent for each complex and shall maintain a copy in each individual client file.
- (v) LSP shall certify unit eligibility by completing Energy Intake Form (CSD 43 or 44) or LSP's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
- (vi) The owner signed a copy of the Energy Service Agreement for Rental Units (CSD 515) or Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or LSP's equivalent authorizing the work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
- (vii) No undue or excessive enhancement shall occur to the value of the dwelling units.
- (g) Ineligible Dwellings. LSP shall not install PV on a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within five (5) years from the date PV installation on the dwelling unit would be scheduled to be completed.

(i) LSP shall not install PV on any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540), and signs the Energy Service Agreement for Rental Units (CSD 515), Service Agreements for Unoccupied Multi-Unit Dwellings (CSD 5150), or LSP's equivalent as applicable.

(ii) No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may have PV installed under this Agreement.

(h) Minimum Requirements for PV Installation. Before installing PV on a qualifying dwelling, LSP shall ensure that:

(i) Dwelling is adequately weatherized per Section 6 of the CSD Contract.

(ii) Roof has at least a 10-year remaining useful life.

(iii) PV system is adequately sized for the dwelling on which it is to be installed.

(iv) PV system is not oversized for the dwelling on which it is to be installed.

(i) Dwelling Assessments. LSP shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

(i) If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Fanners Home Administration Housing Loan Program, or other similar organizations or programs.

(ii) Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form.

(iii) If the applicant can obtain the necessary repairs to make the dwelling unit eligible for PV installation, weatherization activities may be accomplished following the repair work.

(j) Program Standards. LSP shall adhere to all standards contained in the Uniform Building Code and local city and county codes.

(k) Quality Assurance: Certification. LSP, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of PV installation work performed under this Agreement. Such assurance will be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540) or LSP's equivalent and shall be signed and dated by a certifying agency representative.

(l) LSP Licensing. LSPs that are nonprofit organizations and are performing PV installation activities under this Agreement certify that they possess and will continue to have an

active Class "B" General Building LSP license, issued in the agency's name/qualifying individual by the LSPs' State License Board (CSLB). LSP shall notify CSD when any changes in licensing occur. LSP shall possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of PV.

(m) Record-Keeping Responsibilities. LSP shall maintain client intake/needs assessment forms) for PV and all appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

(i) All Client Files General Requirements

(ii) LSP shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation, if applicable:

(iii) For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSO 600) and supporting documents;

(iv) Energy Intake Form (CSO 43 or 44) or LSP's equivalent. Priority points must be written in the designated space on the Intake Forms;

(v) Utility/energy bill(s) for all sources of energy used by qualified households;

(vi) Source documentation supporting eligibility; and

(vii) Client Education Confirmation of Receipt (CSO 321) or LSP equivalent that substantiates that the client was provided services.

(viii) Client Files LSP shall maintain the following documents for each applicant receiving PV:

(ix) Weatherization Building Assessment and Job Order Sheet (CSD 540) or LSP's equivalent;

(x) Record of Tenant Notification Procedures (CSD 322) or LSP's equivalent;

(xi) Energy Service Agreement for Rental Units (CSD 515) or LSP's equivalent;

(xii) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 5 I 5d) or LSP's equivalent;

(xiii) Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or LSP's equivalent;

(xiv) Required building permits, or building permit applications or documentation of permit it cost; and a copy of the final permit with appropriate signatures.

(xv) Copies of any other required permits that were reimbursed under the CSD contract.

(xvi) Waivers from CSD/CCES to exceed maximum costs of PV installation;

(xvii) All documents required by the appropriate utility company, verifying utility interconnection.

(xviii) Fully approved "Estimated Project Cost Sheet and Project Approvals," (CSD 334S).

(xix) Source documentation that substantiates all actual labor hours and all costs for labor and materials;

(xx) Source documentation of measures installed and leveraged with other CSD and non-CSD program funds; Source documentation and records substantiating mileage claims by individual SFD and MUD units receiving solar; and all other documentation required by CSD Program Standards.

(n) Labor and Materials. LSP shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed can be substantiated.

(o) LSP shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.

Training. LSP and subcontractors of the LSPs who perform solar and ECIP EHCS services are required to maintain a training log for current employees. The training Jog shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date. Such training log shall be maintained in the LSP's file and shall be made available for review by CSD upon request.

Section 2.8 Integration Services. SAA, its Affiliate, and/or an independent contractor designated by SAA ("Contractor") will, depending upon the requirements of a particular Participating Home, provide one or more of the following services with respect to the PV Systems to be installed at a Participating Home (collectively, the "Integration Services"):

(a) Conduct detailed dwelling solar assessments (i.e., roof size, orientation, tilt, and shading) of each Participating Home to determine the optimal Approved PV System Configuration for each Participating Home;

(b) Engineer and design PV Systems in accordance with the Approved PV System Configuration to fit each Participating Home

(c) Procure and provide the all PV System Parts for the Approved PV System Configuration to LSP for installation at the Participating Homes except the concrete pavers necessary for the flat roof installation that shall be purchased by the LSP

(d) Provide PV System installation training to LSP and LSPs at a mutually agreeable time and place;

(e) Procure and provide third-party warranty and corrective maintenance agreements with such coverage as is standard in the industry or better for the PV Systems;

(f) Provide system related information necessary to submit Interconnection Agreements to the connecting utility. LSP will procure the Customer-Generator signature(s) and submit the Interconnection Agreement.

(g) Procure and provide PV System metering equipment and installation for at least the term of the warranty period; and

(h) To the extent not provided by a Participating Home developer, pay permitting fees for all building permits reasonably necessary for the installation and operation of the PV Systems.

Section 2.9 Installation Services. Upon written approval of CSD as specified in the CSD contract, LSP will provide the Installation Services consistent with the PV System Parts manufacturers' specifications and with all applicable electrical and building codes and standards, as required by the New Solar Homes Partnership Guidebook.

(a) LSP may sub-contract all work including the electrical work associated with the PV System installation to a qualified electrician that is reasonably acceptable to SAA and that has an active A, B, C-10, or C-46 license for photovoltaic (PV) systems from the California Contractors State Licensing Board, and that meets all other applicable regulatory and/or rebate program requirements, including those associated with eligibility for receipt of rebates under the New Solar Homes Partnership;

(b) LSP shall provide, and/or shall ensure that its approved electrician (as provided in Section 2.4(b)) provides, a warranty on all portions of the Installation Services consistent with industry standards or better.

(c) LSP shall procure concrete pavers for any flat roof installation as needed for their specific engineered project. LSP will procure all building permits necessary for the installation and operation of the PV Systems; *provided, however*, that ACCES will pay the fees associated with such permits to the extent that such fees and/or permits have not been provided and paid for by the developer of the Participating Home.

(d) LSP will provide ACCES all documentation deemed by ACCES and SAA to be reasonably necessary to establish complete installation of the PV Systems, and will otherwise provide SAA with all records, reports, data, and other information regarding the provision of services hereunder, as may be reasonably requested by SAA.

RECORDKEEPING & RIGHT TO MONITOR, AUDIT AND INVESTIGATE CONTRACTOR/LSP REMAINS RESPONSIBLE TO SUBSTANTIATE THE ALLOWABLE AND ALLOCABLE USE OF ALL FUNDS UNDER THIS AGREEMENT AND TO ADOPT FISCAL CONTROL AND ACCOUNTING PROCEDURES SUFFICIENT TO PERMIT THE TRACING OF FUNDS PAID TO ANY SUBCONTRACTOR TO A LEVEL OF EXPENDITURE ADEQUATE TO ESTABLISH THAT SUCH FUNDS HAVE NOT BEEN USED IN VIOLATION OF THIS AGREEMENT. CONTRACTOR/LSP SHALL ENSURE THAT ANY SUBCONTRACTS UNDER THIS AGREEMENT CONTAIN ALL PROVISIONS NECESSARY TO ENSURE ADEQUATE SUBSTANTIATION AND CONTROLS OF THE EXPENDITURE OF SUCH FUNDS. CONTRACTOR MAY ACHIEVE THIS THROUGH DETAILED INVOICES, BY PERIODIC MONITORING OF SUBCONTRACTOR'S PROGRAM ACTIVITIES AND FISCAL ACCOUNTABILITY, BY RETAINING A RIGHT OF REASONABLE ACCESS TO THE SUBCONTRACTOR'S BOOKS AND RECORDS, OR BY ANY OTHER METHOD SUFFICIENT TO MEET CONTRACTOR'S RESPONSIBILITY TO SUBSTANTIATE COSTS REQUIRED BY OMB CIRCULARS A-87, 122, AND 133. ALL RECORDS MAINTAINED BY CONTRACTOR/LSP SHALL MEET THE OMB REQUIREMENTS CONTAINED IN 45 CFR PART 92 AND 45 CFR PART 74 OMB CIRCULARS A-I 02, SUBPART C, {"UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS"} OR A-110, SUBPART C, NONPROFIT ORGANIZATIONS), WHICHEVER IS APPLICABLE.

Section 2.10 LSP shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.

Section 2.11 LSP assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

Section 2.12 Right To Monitor. Audit. And Investigate. CSD is required to conduct onsite and follow-up monitoring of Contractor and or LSP to ensure that Contractor and or LSP meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State Low Income Home Energy Assistance Program.

Section 2.13 In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and or LSP and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

Section 2.14 Contractor and or LSP shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor and or LSP shall

agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.

Section 2.15 Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.

Section 2.16 All agreements entered into by Contractor and or LSP with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

ARTICLE III. PAYMENT

Section 3.1 Consideration for Installation Services and or Integration Services. No later than the 15th of each month, for the completion of Installation Services for each Participating Home, LSP shall provide ACCES with an invoice detailing the address of the Participating Home, the PV System installed at the Participating Home, the other Installation and or Integration Services provided with respect to the Participating Home, and the amount to be paid to LSP for the Services, all of which shall be in the form substantially the same as that contained in Exhibit B DRAFT. ACCES will be responsible for paying LSP a rate of: \$.55 per Watt for PV Systems installed on existing low-income multi-family units; and (c) such other amounts as may be agreed upon by the Parties for other categories of Participating Homes. Payment shall not be made unless proof of actual Interconnection with the system is made and all report data required by CSD Contract has been received. Consideration for Training LSP shall invoice ACCES a total payment that shall not exceed \$ 2,500.00 for this Training.

Section 3.2 Consideration for Project Installation Services. No later than the 15th of each month for completion of each month's Project Installation Services provided by LSP, LSP shall provide ACCES with an invoice detailing the Project Installation activities and the amount to be paid to LSP for the Services, all of which shall be in the form substantially the same as that contained in Exhibit B DRAFT. All invoices shall be submitted before September 30, 2011 the end term of this agreement. ACCES shall have no obligation to pay LSP on any portion of an invoice for any service under this contract completed after September 30, 2011.

(a) All invoices shall be due and payable in full within thirty (30) days of receipt. Notwithstanding the foregoing, ACCES shall have no obligation to pay LSP on any portion of an invoice submitted by LSP for services provided with respect to this Agreement unless and until ACCES shall have received reimbursement and/or compensation for such services from CCES; *provided that*, ACCES shall use its best efforts to obtain such reimbursement and/or compensation from CSD in full.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES

Section 4.1 Mutual Representations and Warranties. Unless specified otherwise, each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute this Agreement, to deliver this Agreement, to enter into this Agreement, and to perform its obligations hereunder, and has taken all necessary action to authorize such execution, delivery and performance;
- (c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other governmental authority applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) All authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement have been obtained or submitted and are in full force and effect and all conditions of any such authorizations, approvals, consents, notices and filings have been complied with; and
- (e) Its obligations under this Agreement constitute, or will constitute upon execution and delivery of such agreement, its legal, valid and binding obligations, enforceable in accordance with their respective terms.

Section 4.2 LSP's Representation and Warranties. Unless specified otherwise, LSP represents and warrants to ACCES, as of the date of this Agreement and upon each installation hereunder, that its electrician subcontractors, are active and validly licensed contractors in the State of California, as required by Chapter II.H of the New Solar Homes Partnership Guidebook.

ARTICLE V.
TERM; TERMINATION

Section 5.1 Initial Term. This Agreement shall take effect on the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue until the earlier of termination of Solar for All California under CSD Contract or ACCES's discontinuation of its participation in Solar for All California in California, which discontinuation may occur in CCES's sole discretion; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the rights and obligations of the Parties provided for in Articles III (with respect to consideration for Integration Services and Installation Services provided prior to the termination of this Agreement), and Article VI (as limited by Article VII), Article VIII, and Sections 10.3, 10.4, 10.6, 10.7, and 10.9 through 10.12 hereof shall survive any termination or expiration of this

Agreement and shall remain in full force and effect notwithstanding any such termination or expiration.

Section 5.2 Termination by ACCES. ACCES may terminate this Agreement upon thirty (30) days written notice to LSP in the event that LSP breaches a material term of this Agreement, and such breach is not cured during the thirty (30) days after LSP's receipt of written notice of such breach from ACCES. Notwithstanding the foregoing, if the breach is one that cannot reasonably be cured within such thirty (30) day period, LSP shall have thirty (30) additional days to cure such breach, so long as it commences a cure for such breach within the initial thirty (30) day period after receipt of notice and thereafter diligently pursues such cure.

Section 5.3 Termination by LSP. In addition to the termination rights granted to LSP in Section 5.1, LSP may terminate this Agreement:

(a) Effective immediately upon written notice to ACCES if ACCES breaches a material term of this Agreement, and such breach is not cured during the thirty (30) days after ACCES's receipt of written notice of such breach from LSP. Notwithstanding the foregoing, if the breach is one that cannot reasonably be cured within such thirty (30) day period, ACCES shall have thirty (30) additional days to cure such breach, so long as it commences a cure for such breach within the initial thirty (30) day period after receipt of notice and thereafter diligently pursues such cure;

(b) Effective immediately, LSP may terminate without cause on thirty (30) days notice to ACCES;

Section 5.4 Post-Termination Obligations. Upon expiration or termination of this Agreement for any reason, LSP shall promptly deliver to ACCES all records, reports, data, and other information regarding the provision of services hereunder, as may be reasonably requested by ACCES, including without limitation, all documentation regarding Developed IP, Approved PV System Configurations and PV Systems, and Participating Homes.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification.

(a) LSP shall indemnify, defend and hold harmless ACCES, and all of its Affiliates, officers, directors, employees and agents from and against any and all Losses arising out of or resulting from LSP's performance hereunder, provided that any such Losses: (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than direct damage to LSP's work itself), including the loss of use resulting therefrom, and are caused or alleged to be caused by any act or omission of LSP or anyone directly or indirectly employed by LSP or anyone for whose acts LSP may be liable, regardless of whether they are also caused in part by a party indemnified hereunder, or (2) result from any claimed failure of LSP to properly fulfill its obligations under this Agreement or the CSD Contract.

(b) LSP shall indemnify, defend and hold harmless ACCES and CCES, and all of their Affiliates, officers, directors, employees and agents from and against any and all Losses

arising out of or resulting from LSP's performance hereunder, provided that any such Losses: (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than direct damage to LSP's work itself), including the loss of use resulting therefrom, and are caused or alleged to be caused by any act or omission of LSP or anyone directly or indirectly employed by LSP or anyone for whose acts LSP may be liable, regardless of whether they are also caused in part by a party indemnified hereunder, or (2) result from any claimed failure of LSP to properly fulfill its obligations under this Agreement or the CSD Contract.

(c) ACCES shall indemnify, defend and hold harmless LSP, and all of its Affiliates, officers, directors, employees and agents from and against any and all Losses arising out of or resulting from ACCES's performance hereunder, provided that any such Losses: (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than direct damage to ACCES's work itself), including the loss of use resulting therefrom, and are caused or alleged to be caused by any act or omission of ACCES or anyone directly or indirectly employed by ACCES or anyone for whose acts ACCES may be liable, regardless of whether they are also caused in part by a party indemnified hereunder, or (2) result from any claimed failure of ACCES to properly fulfill its obligations under this Agreement or the CSD Contract.

(d) ACCES shall indemnify, defend and hold harmless LSP and CCES, and all of their Affiliates, officers, directors, employees and agents from and against any and all Losses arising out of or resulting from ACCES's performance hereunder, provided that any such Losses: (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than direct damage to ACCES's work itself), including the loss of use resulting therefrom, and are caused or alleged to be caused by any act or omission of ACCES or anyone directly or indirectly employed by ACCES or anyone for whose acts ACCES may be liable, regardless of whether they are also caused in part by a party indemnified hereunder, or (2) result from any claimed failure of ACCES to properly fulfill its obligations under this Agreement or the CSD Contract.

Section 6.2 Defense of Third-Party Claims.

(a) An Indemnifying Party shall be entitled at its option and at its expense and with counsel of its selection, to assume and control the defense of any claim, suit, action or proceeding (a "Proceeding") that could result in Losses.

(b) Each Indemnified Party shall cooperate with the Indemnifying Party in connection with its defense or settlement of any Proceeding or claim for Losses.

ARTICLE VII. LIMITATION OF LIABILITY

Section 7.1 Limitation of Liability. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES

PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

ARTICLE VIII. INSURANCE

Section 8.1 Procurement. Not later than thirty (30) days prior to the installation of any PV Systems, LSP shall procure, and thereafter maintain in full force and effect, an insurance policy or policies protecting ACCES and CCES (or its affiliated designee(s) and/or subcontractor(s)) as an additional insured, and each of their respective shareholders, members, partners, managers, directors, officers, employees and agents, against any loss, liability, personal injury, death, property damage or expense whatsoever from fire, lightning, theft, vandalism, malicious mischief and the perils included in the extended coverage endorsement ("Damages"), arising or occurring upon or in connection with the Installation Services provided by LSP hereunder, irrespective of when such Damages are claimed. LSP will promptly deliver copies of such policies to ACCES. All insurance requirements may be met with a program of self-insurance.

Section 8.2 Coverage. Such policy or policies shall be written by an insurance company satisfactory to ACCES in accordance with the standards and limitations set forth in Exhibit A, which limits are likely to exceed those minimum coverages required by applicable law. LSP's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by ACCES or CCES, and LSP's performance of that obligation shall not relieve it of liability under the indemnity provision set forth in Article VI of this Agreement. LSP's insurance shall be the primary insurance.

Section 8.3 Failure to Procure. Should LSP for any reason fail to procure or maintain the insurance required by this Agreement, ACCES shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge the same to LSP, which charges, together with a reasonable fee for LSP's expenses in so acting, including all attorneys' fees, shall be payable by LSP immediately upon notice, and notwithstanding the terms of Section 3.2(c), shall not be dependent upon LSP's receipt of funds from ACCES.

ARTICLE IX.
EXCLUSIVITY

During the term of this Agreement, ACCES hereby agrees to work exclusively with LSP, and LSP shall have exclusive rights to provide Installation and or Integration Services with respect to the PV Systems to be installed at Participating Homes and at all potential Participating Homes in California, unless and until ACCES declines to approve a potential home as a Participating Home, and then only to the extent of the home ACCES has declined to approve. In addition, LSP will not, during the term of this Agreement, knowingly permit, directly or indirectly, third parties to provide any or all services identical or substantially similar to the Integration Services, pursuant to Solar for All California or any similar solar initiative administered by CSD, unless and until ACCES has declined in writing to provide such services, and then only to the extent of the services ACCES has declined to provide.

ARTICLE X.
MISCELLANEOUS

Section 10.1 No Partnership or Joint Venture. Notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to create or appear to create a legal partnership, joint venture, agency, fiduciary or trust relationship or other legal association of any kind. Neither Party has the authority under this Agreement to bind the other with respect to third parties. Neither Party will represent itself to third parties as a partner of or a joint venturer with the other, nor as having authority to bind the other, except as may be otherwise expressly agreed in writing.

Section 10.2 No Implied Duties. Neither SAA nor any of its Affiliates shall have any implied duties or obligations hereunder and they shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Without limiting the generality of the foregoing, the duties of SAA with respect to obligations set forth herein are limited to those expressly set forth in this Agreement.

Section 10.3 Cooperation and Required Regulatory Filings. The Parties will cooperate in good faith with all applications for governmental approvals, licenses, permits, and any other documentation necessary to implement this Agreement.

Section 10.4 Confidentiality and Intellectual Property. The Parties acknowledge that negotiations and discussions between the parties regarding this Agreement may involve disclosure and communication by one Party (the "Protected Party") to another (the "Recipient") of certain confidential information. Accordingly, each Recipient agrees that all confidential information of a Protected Party will be held and treated by the Recipient in confidence and will not, except as hereinafter provided, without the Protected Party's prior written consent, be disclosed by the Recipient in any manner whatsoever, in whole or in part, and will not be used by the Recipient other than in connection with the transactions and other arrangements contemplated in this Agreement (the "Purpose"). Moreover, each Party further agrees to disclose a Protected Party's confidential information only to its representatives who are advised of (and agree to adhere to) the Recipient's confidentiality obligations hereunder, and who need to know the confidential information in order to carry out the Purpose. "Confidential information" as

used herein means the terms of this Agreement, names and other personal information of owners and occupants of the Participating Homes, PV System configurations, data and information contained in invoices submitted by SAA hereunder (except that invoice information may be provided to CSD consistent with the terms of this Agreement and the CSD Contract), or other information concerning, or material provided by a Protected Party that the Protected Party identifies to the Recipient as being "confidential information." Notwithstanding the foregoing, the following will not constitute "confidential information" for purposes of this Agreement: (i) information that was already in the Recipient's possession prior to its receipt from the Protected Party; (ii) information that is obtained by the Recipient from a third person who, insofar as is known to the Recipient, is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to the Protected Party; (iii) information that is or becomes publicly available through no fault of the Recipient; or (iv) information that is independently developed by the Recipient in the normal course of business and that is not developed with the intent to circumvent this letter agreement.

In the event a Recipient is requested or required (by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process, or based on its interpretation of applicable law) to disclose any confidential information of a Protected Party, the Recipient shall provide the Protected Party with prompt notice of any such request or requirement, if the Recipient's counsel determines that such notice is permitted by law, so that the Protected Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose that portion of the confidential information as requested or required. In any event, the Recipient will not oppose action by the Protected Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the confidential information. Notwithstanding the foregoing, in the event that a Recipient is requested or required by any governmental regulatory, self-regulatory authority or stock exchange to disclose the confidential information of a Protected Party, the Recipient may disclose the Confidential Information that its counsel, which may be internal counsel, advises it is reasonably required to disclose.

Notwithstanding anything herein to the contrary, the Parties may disclose to any and all persons, without limitation of any kind from the commencement of discussions, the U.S. federal income tax treatment and tax structure of the transactions and other arrangements contemplated herein and all materials of any kind, including opinions or other tax analyses, that are provided to such party relating to such tax treatment and tax structure, except where confidentiality is reasonably necessary to comply with securities laws. For this purpose, "tax structure" is limited to facts relevant to the U.S. federal income tax treatment of the transactions and other arrangements and does not include information relating to the identity of the Parties, their affiliates, agents, or advisors.

All trade secrets, ideas, designs, improvements, specifications, proprietary information, confidential information, technical knowledge, formulae, logos, trademarks, trade designations, service marks, trade names, patents, copyrights and the like, and applications for the foregoing (collectively, "Intellectual Property") which is possessed or entitled to be possessed by one Party prior to the date of this Agreement, shall remain the sole property of that Party. Subject to licensing terms that may be agreed upon in writing, no license or other right to such Intellectual

Property is granted therein by this letter or by virtue of the disclosure of any confidential information pursuant to this Agreement.

Section 10.5 Public Announcements. Except as otherwise required by applicable law or the rules of any stock exchange, regulatory organization or self regulatory organization, the Parties will jointly decide and agree when public announcements regarding any transaction contemplated herein are going to be made as well as the content in any such announcement.

Section 10.6 Governing Law; Jury Waiver. All disputes arising out of or relating to this Agreement, or to the termination thereof, shall be governed by and subject to the substantive laws of the state of California, without regard to its conflicts of law principles, and shall be resolved in federal court in the State of California having appropriate jurisdiction.

Section 10.7 Expenses. The Parties recognize that during the term of this Agreement they may incur expenses while investigating, among other things, the financial, tax, technical and regulatory aspects of the arrangements contemplated by this Agreement. Except as otherwise expressly provided in this Agreement, expenses of any nature incurred by either Party during the term of this Agreement shall be for its own account, and neither Party shall have any right of reimbursement from the other Party with respect thereto.

Section 10.8 Notices. All notices, requests, statements or payments shall be made to the addresses of the Parties specified below. Notices shall, unless otherwise specified herein, be in writing, shall be effective upon receipt, and may be delivered by hand, certified United States mail (return-receipt-requested), overnight courier service or facsimile (with electronic confirmation).

For Notices to LSP:

Community Action Partnership of Riverside County
2038 Iowa Ave. Suite B-102
Riverside, CA 92405

For Notices to ACCES:

941 Palms Blvd.
Venice, CA 90291

Section 10.9 Joint Efforts; Amendments. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. Any purported amendment or modification in violation of this Section 10.9 shall be void.

Section 10.10 Assignment. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion; *provided, however*, SAA may, without the consent of LSP (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements entered into by SAA, (ii) transfer or assign this Agreement to an Affiliate of SAA, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of SAA..

Section 10.11 Entire Agreement. The provisions of this Agreement and the Ancillary Agreements constitute the entire and only agreements between the Parties with respect to the subject matter hereof and supersede all prior agreements, commitments, representations, understandings, or negotiations, oral or written, and all other communications relating to the subject matter hereof.

Section 10.12 Third Parties. There are no intended third party beneficiaries to this Agreement and no Person, other than a Party (and any permitted successors or assigns), shall have the right to rely upon the agreement made herein or to enforce the Parties' obligations hereunder.

Section 10.13 Force Majeure. The failure or delay of either Party's performance of its obligations under this Agreement (other than the payment of monies) shall be excused if such failure or delay of performance is caused by matters beyond its reasonable control, such as acts of God, strikes, civil commotion, riots, war, terrorism, revolution, or acts of government. Either Party's duties and obligations shall be suspended for the duration of the vents preventing performance; *provided, however*, that if the suspension shall continue in excess of ninety (90) days, the Parties shall attempt to arrive at a mutually acceptable compromise within the spirit and intent of this Agreement and, if unable to do so, either Party may then terminate this Agreement.

Section 10.14 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Solar Integration and Installation Services Agreement below.

**ASSOCIATION OF CALIFORNIA
COMMUNITY AND ENERGY SERVICES,**
a California corporation

By: _____
Name: Arleen Novotney
Title: Administrator
Date:

**Community Action Partnership of Riverside
County**

By: _____
Name:
Title:
Date:

CLAY COUNTY COURT
James K. Mc... 2/3/11
CLAY COUNTY CLERK

EXHIBIT A

INSURANCE STANDARDS AND COVERAGE LIMITS

General Liability

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$1,000,000 Each Occurrence Limit

Workers Compensation

Statutory Coverage
\$1,000,000 Employers Liability

Automobile Liability

\$1,000,000 All Owned, Hired & Non-Owned Autos

Umbrella Liability

\$3,000,000 Limit (inclusive of General Liability Limit)

All carriers are to have AM Best rating of at least A-

EXHIBIT B

FORM OF INVOICE

DRAFT FORM subject to change to online form

LSP
INVOICE FOR INTEGRATION SERVICES

Date: []

Submitted To: [ACCES]
[Address]
Attn: []

PARTICIPATING HOME: [Address]

PV SYSTEM DESCRIPTION:

INTEGRATION SERVICES:

Amount Due \$ _____

Payment Due 30 Days from Date of Invoice

Exhibit C

Solar For All California Residential Intake for Roof Top Installations

See attached



Project Information Request

Roof Mount Array – Development Phase

=====

Project Location/Project Contact

(LINEAP / Installer Agency to Provide)

Address: _____ Surveyor: _____
 City/State/Zip: _____ Phone: _____
 Township/County: _____ Email: _____
 Outdoor Animals/Dogs Present: _____ Landlord/Tenant Name: _____
 Permitting Jurisdiction: _____ Landlord/Tenant Phone Number: _____
 Special Instructions/Notes: _____

=====

Utility Provider Information

(LINEAP / Installer Agency to Provide)

Company: _____ Account Holder: _____
 Rate Schedule: _____ Electrical Account Number: _____
 Website / contact: _____ Meter Number: _____

=====

Roof Information

(Building Owner / Manager to Provide)

Roof surface Type/Composition/Ballast Type - Describe: _____ Building (Circle): Manager / Architect / Engineer
 _____ Facilities / Other (specify) _____
 Age/Condition of Roof: _____ Name(s): _____
 Roof Thickness: _____ Phone / email: _____
 Existing Attic Access to Roof: _____ Rafter Size and Spacing: _____
 Visible Damage to Roof: _____ Rafters Visible in the Home: _____

Array Location and Orientation

(LJHEAP Installer Agency to Provide)

South or West Facing Roof Slope Space Available for minimum solar array?

Obstacles (Vents, Skylights, Chimney, Trees):

Array Azimuth/Orientation TRUE/MAGNETIC: Array Tilt / Roof Pitch (Identify all roof pitches and orientations)

Proposed PV Equipment

(SEA / Agency to Provide)

PV System Size (kW at STC): Number of Solar Modules:

Solar Module Manufacturer: Solar Module Number:

Number of Inverters: Inverter Manufacturer:

Inverter Model No.: Array Racking System: (Fast Jacks, Pipe, Unirac, etc.)

Array Anchoring System:

Meter and Main Service Panel

(LJHEAP Installer / Building Owner / Manager to Provide)

Electrical Panel Manufacturer: Approx Age: Model Number:

Grid Frequency (in Hertz): Service Voltage:

Panel/Bus Bar Rating (Amps): Possible Splice/Tap Locations:

Branch Breaker Types: Grounding Electrode Visible? Type? (Ground Rod, UFER, etc)

Distance between Main Panel to Array

Meter and Main Service Panel

(Complete if PV could back-feed in subpanel OR splice/tap)

Manufacturer: Panel Model Number:

Main Breaker Model Number: Main Disconnect (Amps):

Main Breaker Rating (Amps): Panel/Bus Bar Rating (Amps)

Material of Wire Between Main and Sub: (Copper, Aluminum, Copper Clad Alun)

Type of Wire Between Main and Sub:
(THWN-2, THW, THHK, TW, etc...)

.....

Size of Wire Between Main and Sub:

.....

Primary Voltage (service): VAC

Secondary Voltage (load side): VAC

**Building Drawings / Plans (Building
Owner/Manager to Provide):**

(if possible, obtain all drawings- architectural, structural,
mechanical, electrical)

Roof Framing Structure Drawing:

Digital file name(s):

Roof Drawing Showing vents and
obstruction information:

Digital file name(s):

**LINEAP / Installer (if A&S drawings not
available- dimensioned from google
map acceptable):**

Dimensional Roof Drawing:

Digital file name(s):

Roof Slope(s) and Direction(s):

Digital file name(s):

Location of main electrical panel and
subpanels

Digital file name(s):

Locations of vents or obstructions
dimensioned from a specific identifiable
roof origin not shown on building drawings
(include shading obstructions beyond roof).

Digital file name(s):

Checklist of REQUIRED PHOTOS:

Submit Digital files and file names for all required photos- naming
convention TBD

Panorama Photos and Images (Ground
Level)

Panorama of Building from Street:

Panorama of Each Side of Building:

Panorama of Proposed Inverter Location:

SunEye/Pathfinder Image at Proposed
array Location:

Panorama Images of Main Service

Panorama of Main Panel Location:

Panorama of Meter:

Panorama of Main Panel w/ Cover:

Panorama Images of Main Service

Panorama of Main Panel Location

Panorama of Meter

Panorama of Main Panel w/ Cover

Panorama of Main Panel w/o Cover

Close-Up of Main Panel Label

Panorama of Main Breaker Label

Close-Up of Main Breaker Label

Branch Breakers and Labels

System Ground

Panorama Images of Subpanel

Panorama of Subpanel Location

Panorama of Subpanel w/ Cover

Close-Up of Subpanel Label

Panorama of Subpanel Main Breaker

Close-Up of Subpanel Main Breaker
Labels

Subpanel Branch Breakers and Labels

Panorama Photos and Images inside
Building (if Applicable)

Panorama of Attic Space

Panorama of Rafter and Rafter Supports

Panorama Photos and Images from Roof
(over all Elements)

Notes / Special Conditions