

ATTACHMENT AGREEMENT
FOR ILLUMINATED DECORATIONS
ON ORNAMENTAL STREET LIGHT POLES

THIS AGREEMENT ("Agreement") made and entered into this 3rd day of October, 2006 ("Effective Date"), by and between Southern California Edison Company, a corporation, hereinafter called "SCE" and the City of Redlands, a political subdivision of the State of California, hereinafter called "City". City and SCE are sometimes, hereinafter referred to individually as "Party" and collectively as "Parties".

WHEREAS, SCE has installed SCE-owned ornamental marbelite and steel street light poles ("ornamental street light poles") at various locations within said City at request of City; and

WHEREAS, City desires to install decorative attachments and appurtenances ("decorations") and hardware assemblies for hanging the decorations ("hanger assemblies") on SCE's ornamental street light poles, and receive periodic temporary service to electrify the decorations; and

WHEREAS, SCE is agreeable to allow City to install SCE-approved decorations on said ornamental street light poles under certain terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual understanding and obligations of the Parties as hereinafter set forth, and subject to the terms and conditions provided in this Agreement, SCE hereby shall permit City or its authorized agent for City to install, maintain, use, repair, renew, and remove certain decorations and hanger assemblies on SCE-owned ornamental street light poles in accordance with the following:

1. City, for itself and its contractors, agents, and/or employees indemnifies and holds harmless SCE, its affiliates, officers, directors and employees, or any of them, from and against any and all losses, expenses, claims, actions, causes of action, damages, costs or liabilities, including court costs and attorneys' fees, for injuries to or death of persons including employees, agents or contractors of SCE, regardless of cause, arising out of or resulting in any manner whatsoever from the installation, maintenance, use, repair, renewal, decoration hardware failure, or removal of the decorations or hanger assemblies on or from SCE's ornamental street light poles.
2. Prior to installation of any hanger assemblies or decorations, City shall obtain SCE's approval of the design of the decorations and hanger assemblies. City shall furnish to SCE a sample decoration with its hanger assembly and decoration and hanger assembly drawing(s), with detailed specifications and proposed mounting height, signed and sealed by a structural engineer in good standing and professionally registered in the State of California, for SCE to examine. If the design is acceptable in SCE's sole discretion, SCE shall approve the design. The decoration and hanger assembly drawings submitted to SCE shall include the physical size and weight of the proposed decorations and proposed hardware assemblies, and the necessary calculations for the effects winds may have on the decorations and SCE's ornamental street light poles. The total surface area of the each decoration shall not exceed 18 square feet. Variance from the total surface area of the decoration requires SCE's Street Light Committee approval prior to attachment.

3. Included in the decoration and hanger assembly drawing(s) submittal and prior to such attachment, City shall submit to SCE the specific and detailed electric capacity required so that SCE may study effects and conflicts, if any, with system operation. SCE reserves the right to refuse attachment of any decorations.
4. After installation of SCE-approved, City-owned decorations and hanger assemblies, City may not make any modifications or changes to such approved decorations or hanger assemblies without SCE's prior approval. SCE- approved decorations and hanger assemblies shall be installed and maintained by City in a good, safe, and workmanlike manner and in compliance with all applicable laws, regulations, ordinances, and decrees of all lawfully constituted federal, state, county, or city legislative bodies, administrative agencies or tribunals pertaining thereto, including but not limited to General Order No. 95 of the Public Utilities Commission of the State of California and the California Occupational Safety and Health Act.
5. SCE shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.
6. At no time shall the electrical load exceed 300 watts per SCE-owned Timed Auxiliary Power ("TAP") device. All conductors shall be UL-approved and contain a minimum of No. 14-gauge copper with 600-volt insulation. The conductor shall be secured to the mast arm and will not be farther than 12 inches from the connection point at the luminaire. At the sole discretion of SCE, service shall not be furnished where locations, mounting height, voltage drop to streetlights, and/or other considerations are unacceptable to SCE.
7. This Agreement for electrical decorations is intended to permit the installation of SCE-approved, City-owned decorations and hanger assemblies in accordance with the event and time periods set forth in the "Timed Auxiliary Power (TAP) Adaptor, Billing Calculation Worksheet" (Worksheet) attached hereto. No permanent decorations or hanger assembly installations are permitted on SCE ornamental street lighting poles under this Agreement.
8. SCE reserves the right to remove SCE-owned TAP devices or any decorations or hanger assemblies at any time for SCE's operating needs, requirements and convenience. In the event of removal by SCE, because of damage and replacement of ornamental street light poles, when circumstances permit, the City will be notified and will be responsible for the removal and reattachment and/or repair of decorations and hanger assemblies.
9. It is understood and agreed that should an ornamental street light pole be affected or damaged in any way by the attachment of such decorations, City will reimburse SCE for any expenses for the repairs including, but not limited to, the replacement of the ornamental street light pole at City's expense.
10. Should SCE determine that it is necessary to relocate or replace an ornamental street light pole on which a decoration or hanger assembly is installed, and where time and circumstances permit, SCE will notify City and the City, or an agent of City, shall promptly remove and relocate, or transfer said decoration or hanger assembly to a substitute ornamental street light pole as required by SCE.

11. The failure of SCE to enforce any provision of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on SCE's part of any such provisions, but the same shall nevertheless be and remain in full force and effect.
12. The Parties hereto agree that the initial term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date. Upon the expiration of the initial term of this Agreement, it shall be extended automatically thereafter for successive terms of one year each, provided that this Agreement may be terminated at the end of the original or any extended term by either Party upon not less than sixty (60) days written notice prior to the expiration of such term.
13. The provisions hereof shall inure to the benefit of and bind the respective successor in interest, representatives, or assigns of the Parties hereto; provided, however, that no assignment may be made without the prior written consent of the other Party hereto.
14. Where SCE experiences excessive maintenance costs resulting from, but not limited to, vandalism, SCE may require City to pay for all repairs and maintenance to the TAP devices or luminaries to which they are attached.
15. City agrees to pay SCE for the calculated energy, administrative and annual charges, within thirty (30) days after bill has been submitted to City. SCE shall bill City annually for applicable charges in the first quarter of the year for the preceding year's charges. The agreed-upon calculation for the total annual bill is set forth in the TAP Worksheet, attached hereto. This total annual bill amount shall be the amount owed by City each year during the term of this Agreement, unless and until the number of days or quantity of TAP devices is revised upon mutual agreement of the Parties. In the event of any mutually agreed-upon revisions, the TAP Worksheet will be updated accordingly. City shall notify SCE of any changes that will affect the billing by written notice of not less than twenty (20) days prior to an event. SCE will charge the City an administrative fee each time changes in billing are required by the City.
16. City shall be responsible for removal of all decorations. However, should City fail to remove such decorations by 120 days following date of installation of decorations, City hereby authorizes SCE to remove such material and agrees to reimburse SCE for such removal and storage costs.

This Agreement is granted to attach illuminated decorations on a periodic basis to SCE-owned ornamental street light poles upon receipt by SCE of two copies of this Agreement signed by a duly authorized official of the City of Redlands.

This agreement shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties.

CITY:

THE CITY OF

Redlands

By:

Jon Harrison

Printed Name: Jon Harrison

Title: Mayor

Date: October 3, 2006

UTILITY:

**SOUTHERN CALIFORNIA EDISON
COMPANY**

By:

Sara Forgas

Printed Name: Sara Forgas

Title:

Service Planner

Date:

9.29.06

ATTEST:

Lorrie Poyzer

Lorrie Poyzer, City Clerk

SOUTHERN CALIFORNIA EDISON COMPANY

Timed Auxiliary Power (TAP) Adapter
Billing Calculation Worksheet

Section #1 – Annual Events/Days & Number of Installed TAP Devices

Customer City of Redlands Date: September 29, 2006
Customer Acct #: 01-195-7859 Service Acct #: 001-3763-68
Annual Events – Winter Holidays # of Days 60
of Days _____
of Days _____
Total number of days = 60 (a)

Initial Installation:

- Number of Devices installed: _____ (b)
- Date devices installed: / /

Additional Devices Installed

- Number of Existing Devices: 6
- Number of Devices installed: 8
- Revised Total of Devices installed: 14 (b)
- Date devices installed: 11 / 04 / 06

Partial or Full removal of Devices

- Total Number of Devices removed: _____
- Date devices removed: / /
- Total Number of Devices after removal: _____ (b)
- Account Closed? Y/N _____

Remarks _____

Section #2 - Billing Calculation

Customer City of Redlands Date: September 29, 2006
Customer Acct #: 001-195-7859 Service Acct #: 001-3763-68

Formula

Number of Devices Installed (b) 14 X 300 Watts = 4200 divided by
1,000 = 4.2 kWh, X 6 hours = 25.2 kWh X Total Number of days
in Billing (a) 60 = 1512 Total kWhs (c).

Bill Calculation (2)

TAP Annual Charge of \$21.09 X Number of Devices (b) = \$ 295.26 +
Energy Charge at LS-1 Midnight Rate (3)
The Total kWh X Midnight Rate (c) 0.00720 = \$ 10.89 +
.00020 State Tax X Total kWh Charge = \$ 0.30 +
\$65.00 Account set up (or Device quantity adjustment) Fee (1) = \$ 65.00 +
Total Annual Bill (4) = \$ 371.45

Notes:

1. If new Devices are added to an existing account or there is a partial removal of devices on an existing account, a \$65.00 fee is added, set up in billing.
2. Utility Special Billing verifies current charges and rates in the tariffs before calculating billing.
3. Annual bill may adjust due to the addition of event days, or the addition or removal of devices. The Customer is responsible for advising the LS-1-TAP single point of contact of any desired changes.
4. Attach to the "Attachment Agreement for Illuminated Decorations on Ornamental Street Light Poles

Billing Calculation Worksheet Acknowledgment

Approval For

The City of Redlands
By: Jon Harrison
Title: Jon Harrison
Mayor
Date: October 3, 2006

Approval For

Southern California Edison Company
By: Sara Figueroa
Title: Service Planner
Date: 9-29-06

ATTEST:

Lorrie Poyzer
Lorrie Poyzer, City Clerk