

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

In Re:

**RESOLUTION OF THE BOARD OF SUPERVISORS)
AUTHORIZING THE COUNTY ADMINSTRATOR)
TO EXECUTE A LETTER OF AGREEMENT)
PHASE TWO (LOA2) WITH SITELOGIQ TO)
SECURE SELF GENERATION INCENTIVE)
PROGRAM FUNDING (SGIP) AND FACILITY)
SOLUTION PROJECT FEASABILTY FOR ENERGY)
IMPROVMENTS)**

Resolution No. 2021-185

WHEREAS, the County intends to enter into an additional agreement with SitelogIQ with a Letter of Agreement Phase Two (LOA2) which briefly describes how SitelogIQ and the County will work together during the project development process, as well as the obligations of each party with respect to the development process for energy improvements; and

WHEREAS, SitelogIQ will provide a proposal and facility solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services; and

WHEREAS, the County previously entered into an agreement with SitelogIQ with a Letter of Agreement on February 23, 2021 and a Facility Solution Master Agreement June 22, 2021 to deliver other energy improvements at the Yuba County Government Center; and

WHEREAS, the County intends to enter into an additional agreement with SitelogIQ with a Letter of Agreement Phase Two (LOA2) which briefly describes how SitelogIQ and the County will work together during the project development process, as well as the obligations of each party with respect to the development process for energy improvements; and

WHEREAS, the attached LOA2 project scope includes Library solar and roof restoration and Sheriff's Facility solar and potential battery storage; and

WHEREAS, the solar industry is projecting that the California Public Utilities Commission (CPUC) will implement Net Metering 3 (NEM-3) in Spring 2022 and the potential changes to net metering will likely result in a lower value of energy generation compared to the current credit model and future solar projects after that NEM-3 implementation date will have a lower and/or longer return on investment; and

WHEREAS, SitelogIQ applied for project funding on behalf of the County with Pacific Gas and Electric's (PG&E) Self-Generation Incentive Program (SGIP) which may provide a cash incentive to cover a portion of the battery storage and installation at the Sheriff's Facility and the battery storage is a project alternative within the scope of work at the County's discretion based on funding availability; and

WHEREAS, the SGIP program will require an immediate deposit for the Sheriff's Facility project of up to \$12,000.00 by check with a required post mark date to be determined; and

WHEREAS, to assist the County in securing the SGIP funding, the County Administrator may authorize SitelogIQ to make the required deposit on behalf of the County to meet the timeframe requirements with the executed LOA and reimbursement; and

WHEREAS, the Library solar and roof restoration and Sheriff's Facility solar and battery storage project will come back to the Board for project approval and is estimated at approximately \$2.8 million; and

WHEREAS, SitelogIQ identified other potential County improvements that may come back to the Board for consideration subject to grant and incentive funding availability.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

1. The County Administrator is authorized to execute the attached LOA Phase Two dated December 2, 2021.
2. The County may be invoiced and reimburse SitelogIQ for the required SGIP deposit as described in the LOA if SitelogIQ should make the deposit on behalf of the County with authorization from the County Administrator.
3. The SGIP deposit funds will belong to the County and will be held with PG&E per the terms of the SGIP.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the County of Yuba on the 14 day of December, 2021 by the following vote:

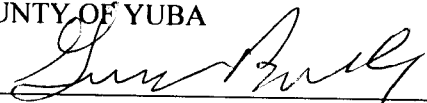
AYES: Supervisors Vasquez, Blaser, Fuhrer, Bradford, Fletcher

NOES: None


ABSENT: None

ABSTAIN: None

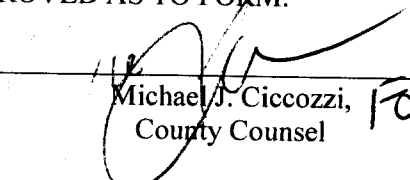
COUNTY OF YUBA

By: 
Chair, Board of Supervisors

ATTEST:

By: 
Rachel Ferris,
Clerk of the Board of Supervisors
Mary Pasillas, Board Clerk

APPROVED AS TO FORM:

By: 
Michael J. Ciccozzi, *FOR*
County Counsel



December 2, 2021

Mr. Kevin Mallen
 County Administrator
 Yuba County
 915 Eighth Street, Suite 115
 Marysville, CA 95901

RE: Energy Solution Program Phase 2 - Letter of Agreement (LOA)

Dear Mr. Mallen:

This Letter of Agreement (LOA) is intended to briefly describe the way SiteLogIQ and the Yuba County will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: Yuba County, State of California

Facility Location(s):

Library	Solar
Library	Roof Restoration
Sheriffs Dept	Solar
Sheriffs Dept	Battery Storage

1. **Library:**

Solar renewable energy system and roof restoration are included in the Phase 2. This LOA is to complete a preliminary design and feasibility analysis of the following scope. All implementation work and related terms will be done under a separate contract that will be bought back to the County for consideration. The County intends to own the solar renewable energy system which includes the solar panels and all necessary equipment. Roof restoration is a complete overlay of foam spray on the existing roof which comes with a 10 year warranty that can be extended with a service plan. All penetrations from the installation of solar will be sealed with the roof restoration.

2. **Sheriff Department:**

Parking lot solar renewable energy system is included in Phase 2. The County intends to own the solar renewable energy system which includes the solar panels and all necessary equipment.

Alternate Add: Energy Storage System (ESS) is currently not included in the Phase 2 energy project, however, if SiteLogIQ is able to convince PG&E to move a portion of the incentive awarded to Yuba County for the Library to the Sheriff's Department, then Yuba County agrees to include the ESS into the scope of work for this Phase 2.



Area of Focus:

SitelogIQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.

Scope of Services:

- A. SitelogIQ will conduct a site visit to the Facilities to perform a physical audit and collect data. The County will cooperate and collaborate with SitelogIQ during this phase by providing copies of requested data, including (if available): Site and/or system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.
- B. County will also make operational personnel available at reasonable times for in-person and telephone interviews with SitelogIQ to answer questions about existing facilities conditions, operating profile, and existing equipment operation.
- C. Where operational data is not available to support the analysis, SitelogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
- D. SitelogIQ will also analyze the potential for energy generation measures.
- E. SitelogIQ will recommend energy management and/or on-going monitoring services.
- F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.
- G. SitelogIQ will prepare a return on investment analysis (consistent with the County's preferred evaluation methods based on agreed upon Economic Criteria noted below).
- H. SitelogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution.
- I. The results will be presented to County as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 30 years with PG&E electric utility escalation of no more than 5% and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the County for their review and consideration.

County Responsibilities:

In order for SitelogIQ to provide the services described in this LOA, the County agrees to provide (or cause its energy suppliers to provide) SitelogIQ with utility usage data. County agrees to provide As-built plans as needed to facilitate the completion of the scope.

Program Development Efforts:

County acknowledges that SitelogIQ will incur considerable expense in developing the Project. This expense includes the cost to provide professional services by SitelogIQ's development team, the cost to



visit the Site, the deposit cost to secure the Self Generation Incentive Program (SGIP) funding and the cost to prepare the deliverables.

Ownership of Work:

All work products, including all proforma's, schedules, and scope of work documentation provided by SitelogIQ, will only become the property of the County upon execution of a binding, irrevocable contract between the County and SitelogIQ for the implementation of the ECMs proposed by SitelogIQ. Notwithstanding the foregoing, to the extent that any tangible work documentation produced by SitelogIQ contains SitelogIQ's pre-existing materials (including but not limited to templates, forms, and other SitelogIQ-created materials), SitelogIQ will remain the sole and exclusive owner of all such pre-existing materials. All documents and materials that the County provided to SitelogIQ shall remain the property of the County. SitelogIQ acknowledges that this Agreement, and all other information provided to the County is public information and is subject to release in response to public information request under California Government Code § 6250 et seq. (Public Records Act). The County shall use reasonable efforts to prevent or limit disclosure of any information marked Confidential or Propriety, and provide SitelogIQ prompt written notice of five (5) days or less in advance of any disclosure that is required in response to a public information request so that SitelogIQ may determine whether to take steps to oppose such disclosure

Program Development Fee:

SitelogIQ will develop the Project for the firm, fixed fee/rate as listed below:

- 1. **Program Development Fee / Rate not to exceed:** **\$ 35,505.00**
- 2. **PG&E Self-Generation Incentive Program (SGIP) 5% Deposit:** **Not Included**
- 3. **PG&E Interconnection Application Fees:** **Not Included**

The Self Generation Incentive Program (SGIP) Deposit Fee shall be paid directly to PG&E once the final amount of the deposit has been determined through the application process and shall not exceed 5% of the SGIP Incentive that PG&E awards to Yuba County. Yuba County acknowledges that the PG&E SGIP Deposit is non-refundable once made by Yuba County.

The Program Development Fee shall only be paid by Yuba County as per the Terms stated on the next page.

- In the event that Yuba County enters into a contract with SitelogIQ for the implementation of the Energy Conservation Measures (ECM's) within 60 days after SitelogIQ presents the Proposal to the County, then SitelogIQ's cost to develop the Proposal **will not be invoiced.**
- If the County enters in a contract with SitelogIQ at a later date, **the Development Fee paid by the County will be credited toward the project's total implementation cost.**
- If SitelogIQ cannot meet the Economic Criteria, then **Yuba County shall not compensate SitelogIQ for its LOA Program Development Fee as stated above.**



Economic Criteria:

Yuba County has represented to SitelogIQ that Yuba County agrees to move forward with the project if the project is shown to reduce the operational expenses at the site over the useful life of the project. The main financial objectives of the project are as follows:

1. Secure Net Energy Metering (NEM) 2.0 Program for the County of Yuba for the Library and Sheriff's Department,. These sites shall be grandfathered on the current NEM 2.0 Program. SitelogIQ to provide engineering, drawings, interconnection applications and all deliverables required to secure the County's position in this program. SitelogIQ will also submit the NEM 2.0 Interconnection application for the Courthouse and Sycamore Ranch sites at no additional cost. SitelogIQ agrees that the County of Yuba is not required to move forward with the implementation of these two sites as part of this LOA, however, it will keep these two sites in play for the NEM 2.0 Program if the County decides to move forward with these two sites at a later date and preserves the flexibility to add additional projects at the County's discretion.
2. Provide a self-funded program, which pays for itself through expense reductions and minimizes the County's contribution and meets the requirements of California Government Code 4217.10 et seq.

This LOA shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

If you agree with the provisions set forth in this LOA, kindly sign and date the LOA below and return one fully executed copy to my attention. Thank you again for providing SitelogIQ with the opportunity to serve Yuba County on this important initiative.

Acceptance of Letter of Agreement

This agreement is between the Yuba County and SitelogIQ, Inc.

Yuba County

SitelogIQ

Name: Kevin Mallen

Name: Kecia Davison

Title: County Administrator

Title: President – West Energy, a
Division of SitelogIQ, Inc.

Date:

Date:

APPROVED AS TO FORM

COUNTY COUNSEL



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Yuba County
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Yuba County

SitelogIQ

Name: Kevin Mallen

Name: Kecia Davison

Title: County Administrator

Title: President – West Energy, a
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Date:

Date:

APPROVED AS TO FORM

COUNTY COUNSEL

BY: 