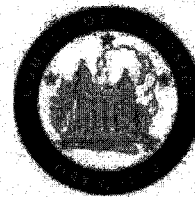


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.16
(ID # 8109)

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

MEETING DATE:

Tuesday, December 4, 2018

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Engie Services, U.S., Inc. Solar Project – Contract Amendment and Approval of Notice of Completion for Engie Services, U.S., Inc., Districts: ALL [\$2,096,168 - 100% Escrow Account] (Clerk of the Board to Record Notice of Completion)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fourth Amendment to the Equipment Lease/Purchase Agreement between the County of Riverside and Banc of America Public Capital Corp. for the purpose of continuing project construction;
2. Authorize the Assistant County Executive Officer/ECD to execute the Amendment on behalf of the County;
3. Approve Deductive Change Order No. 01 to the ENGIE Services, Inc. Energy Services Contract;
4. Authorize the Assistant County Executive Officer/ECD to execute the Deductive Change Order No. 01 on behalf of the county;
5. Accept the ENGIE Services, U.S., Inc. Solar Project, constructed by ENGIE Services, U.S., Inc., as complete and authorize the Clerk of the Board to record the attached Notice of Completion; and
6. Authorize the release of the undisputed retained funds in the amount of \$2,096,168 to ENGIE Services, U.S. Inc., in accordance with the contract terms and applicable law.

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 10/29/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 4, 2018
xc: EDA, Recorder

Kecja Harper-Ihem
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$2,096,168	\$0	\$2,096,168	\$0
NET COUNTY COST				
SOURCE OF FUNDS: Escrow Account (100%)			Budget Adjustment: No	
			For Fiscal Year: 2018/2019	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In October 2014, the Board of Supervisors approved an Energy Conservation Program to install solar photovoltaic systems on multiple county-owned sites in Southern California Edison (SCE) territory. The County of Riverside entered into an Energy Services Contract with ENGIE Services U.S., Inc. (previously known as OpTerra Energy Services) and an Equipment Lease/Purchase Agreement (ELPA) with Banc of America Public Capital Corp (BAPCC) to fund the project. No upfront capital was required to perform the project. The project is self-supporting in that the savings generated by the project will pay for the project over the 20-year term of the ELPA. ENGIE Services U.S., Inc. is guaranteeing the savings. The financing for the project is secured by the solar system equipment.

After the contract was awarded, three of the original identified facilities were no longer considered viable locations for solar installation. As a result, the three solar systems were relocated to four new locations. The relocation of the solar systems reduced the total installed generating capacity by 18 kWDC from 12,126 kWDC to 12,108 kWDC. Thus, the Energy Services Contract amount is decreased by \$70,920 from \$54,468,300 to \$54,397,380. Relocating the solar systems increased the Quarterly Maintenance Fee for each of the four quarters of the first Measurement Period from \$53,000 to \$63,042. The Quarterly M&V Fee for each of the four quarters of the first Measurement Period was decreased from \$15,150 to \$12,680. The guaranteed savings was revised to reflect the facility changes included in the revised Scope of Work. All of the 13 solar sites have been completed and are generating solar through Edison. Deductive Change Order No. 01 addresses the aforementioned modifications to the solar project.

ENGIE Services U.S., Inc. has completed the work, and the project has been inspected and found to comply with the contract requirements. This Board action will release the undisputed contract retention funds in the amount of \$2,096,167.90 to ENGIE Services U.S., Inc. after the Notice of Completion has been recorded and the 35 day lien period has expired per contract terms.

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

Impact on Residents and Businesses

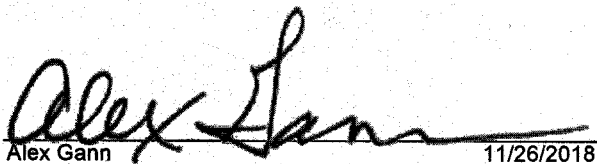
This project will result in greater availability of shaded parking at county facilities. The solar panels will greatly reduce county electric costs in existing accounts and lessen the impact of rate increases in Edison territory. Also, the project is expected to generate 19,034,548 kWh per year, which will remove 13,125 metric tons of Carbon Dioxide (GHG equivalent) annually from the air. This effort contributes to improving air quality in Riverside County. An added benefit of the solar panels structures is that it provides for greater availability of shaded parking at county facilities.

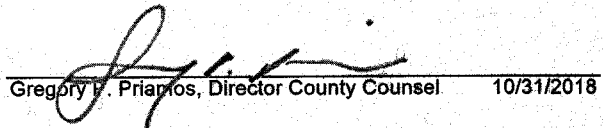
Additional Fiscal Information

There is no change to the repayment schedule or increase in financing costs.

ATTACHMENTS:

- Change Order No. 01
 - Attachment D – Riverside County's Facilities & Existing Equipment
 - Attachment F – Scope of Work
 - Attachment H – M&V Services
 - Attachment I – Maintenance Services
- Notice of Completion for ENGIE Services U.S., Inc. Solar Project
- Certificate of Final Completion
- Fourth Amendment to Equipment Lease/Purchase Agreement
- Form of Incumbency and Authorization Certificate


Alex Gann 11/26/2018


Gregory P. Priamos, Director County Counsel 10/31/2018

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-HEM, CLERK OF THE
BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 - RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 - RIVERSIDE, CA 92502

2018-0472882

12/04/2018 04:01 PM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



782

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

(California Civil Code §§ 8100-8118, 9200-9208)

To be recorded with County Recorder within 15 days after completion.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Engie Services U.S., Inc. Solar Project (formerly known as OpTerra Energy Services) Project FM061022

Date of Completion: Date Hereof 12/04/18

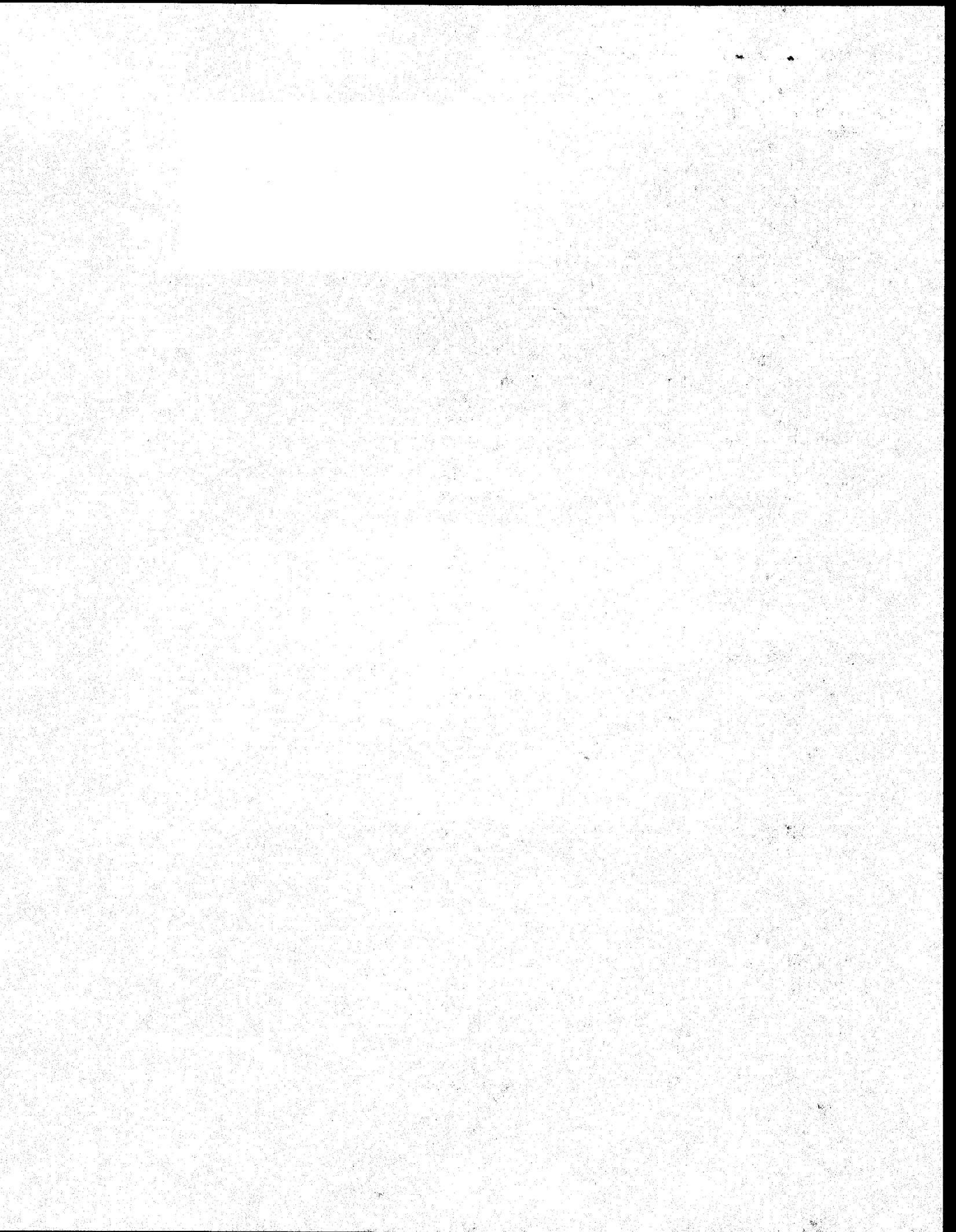
Nature of owner: Public Entity

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center,
4080 Lemon St., Riverside, CA 92501

Name/address of direct contractor: Engie Services U.S., Inc.
12980 Foster St., Suite 400
Overland Park, KS 66213

Street or legal description of site: 73700 Gerald Ford Dr, Palm Desert CA
800 S Redlands Ave, Perris CA
308 San Jacinto Ave, Perris CA
41002 County Center Dr, Temecula CA
6851 Van Buren Blvd, Riverside CA
581 S Grand Ave, San Jacinto CA
3255 E Tahquitz Canyon Way, Palm Springs CA
14320 Palm Drive, Desert Hot Springs CA
5256 Mission Blvd, Riverside CA
50290 Main St, Cabazon CA
43950 Acacia St, Hemet CA
1500 Castellano Rd, Riverside CA
16930 Bundy Ave, Riverside CA
16763 Davis Ave, Riverside CA



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE
BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 - RIVERSIDE, CA 92502
MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 - RIVERSIDE, CA 92502

THIS SPACE FOR RECORDERS USE ONLY

Dated: December 04, 2018

Owner: County of Riverside
(Name of Public Entity)

By: *Chuck Washington*
Chuck Washington, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

ss

COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kecia Harper-Ihem, Clerk

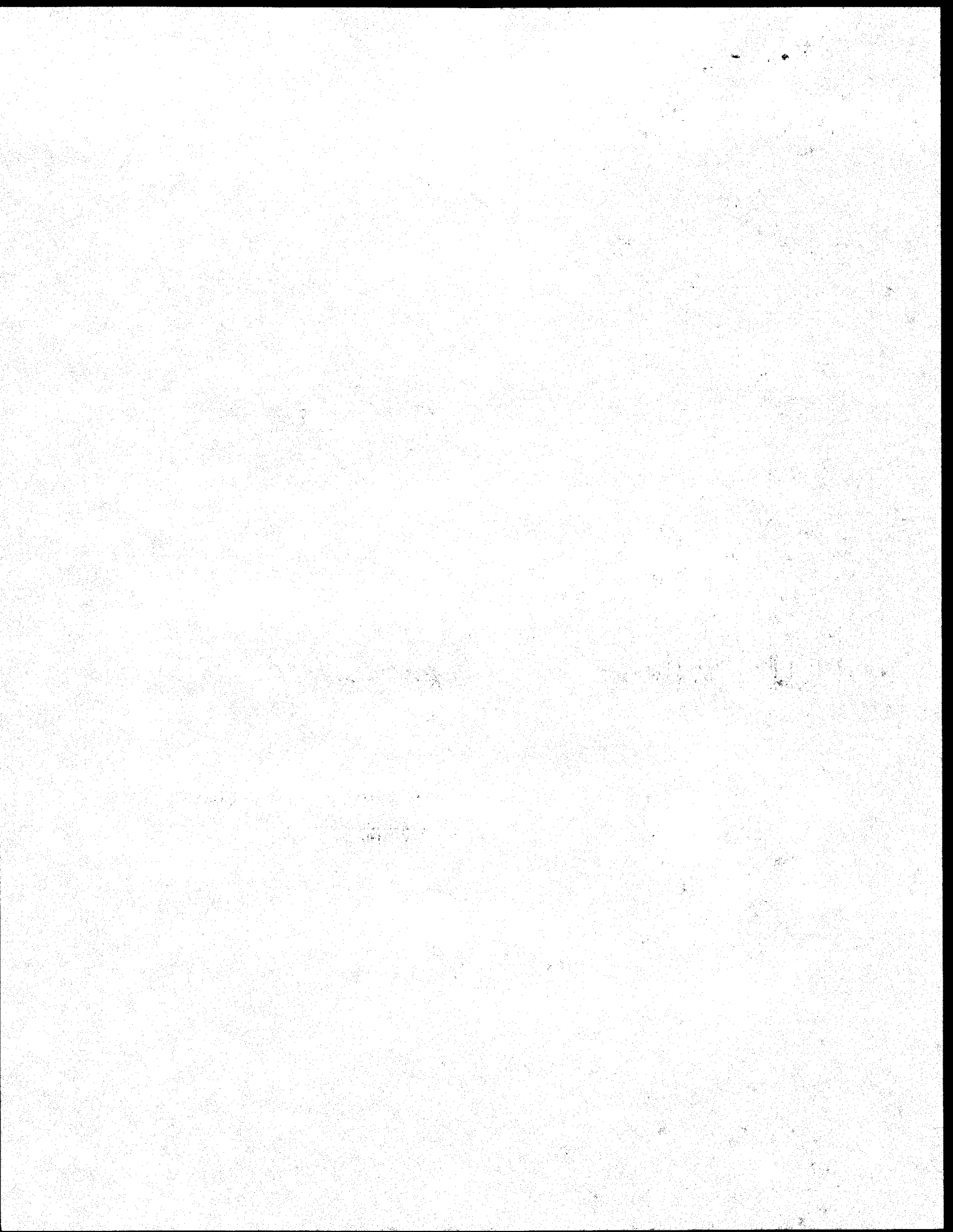
By: *Kecia Harper-Ihem*
Deputy

Executed at Riverside, California on 12/04/18

Chuck Washington
Chuck Washington, Chairman, Board of Supervisors



FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 10-31-18
SYNTHIA M. GUNZEL DATE





Jonathan Brown
Vice President

150 E. Colorado Blvd. Suite 360
Pasadena, CA 91105
(626) 377-4948
jonathan.brown@engie.com

CERTIFICATE OF FINAL COMPLETION

Customer: County of Riverside Customer Project No.: _____
Project No.: ACHCN32642 Final Contract Price: \$54,397,380
Date of Final Completion: _____ (Includes All Change Orders)
Date of Substantial Completion: (various by site) Project Title:
(Start of Warranty Period) Energy Service Contract

Project Work Includes:
(Excluding on-going measurement & verification services, OM/PM services and energy education)

Solar photovoltaic parking lot shade canopies and
Solar photovoltaic ground-mounted fixed tilt arrays.

Work Location / Building:

Temecula CAC, Perris Sheriff Station, Perris County Coroner
Riverside-Jurupa Animal Shelter, Palm Desert Sheriff Station
Ben Clark Training Center NEMA,
Ben Clark Training Center BCT,
San Jacinto Valley Animal Campus, Palm Springs CAC
Desert Hot Springs Mental Health, Cabazon Sheriff Station
Rubidoux Health Clinic, Hemet Sheriff Station
Crestmore Heights

Customer and Engie Services U.S. hereby acknowledge, confirm, and agree that:

1. The Work performed under the Agreement between Customer and Engie Services U.S. identified above ("Agreement") has been inspected by authorized representatives of the Customer and Engie Services U.S. and Customer has accepted the Work performed as complete as of the date identified above.
2. All punch list items associated with the Work have been satisfactorily completed. Engie Services U.S. provided Customer with all final documentation required by the Agreement and Contract Documents.
3. Customer and Engie Services U.S. hereby certify that all Work performed has been completed in accordance with the Contract Documents and the Project has achieved Final Completion in accordance with the terms of the Agreement.
4. Upon execution of the Certificate of Final Completion, Customer agrees to pay Engie Services U.S. all remaining monies due, including all remaining retention withheld by Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Final Completion as of the day and year of the date of Final Completion written above.

GENERAL CONTRACTOR:

ENGIE Services U.S.

By: _____

(Authorized Representative)

Name: _____

Jonathan Brown
(Please Print)

Title: _____

Vice President

Date: _____

September 10, 2018

CUSTOMER:

County of Riverside

By: _____

(Authorized Representative)

Name: _____

Robert Field
(Please Print)

Title: _____

Assistant County Executive Officer/ECD

Date: _____

December 4, 2018

Copy: Job File

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 10.31.18
DATE
SYNTHIA M. GUNZEL

DEC 04 2018 3:16



Change Order No. 01

Customer Contract Title: Energy Services Contract	Customer Contract No. R3004
Customer Contract Effective Date: October 28, 2014	Change Order Effective Date: April 02, 2018

Customer Name:	County of Riverside
Customer Address:	3403 Tenth Street, Riverside, CA 92501
Contact:	
Job Location:	Thirteen (13) County Facilities

Reason for/Description of Change Order:	<p>The following is a summary of the changes to the Customer Contract set forth herein and in the Attachments included in this Change Order (capitalized terms have the meanings given them in the Customer Contract):</p> <ol style="list-style-type: none">References to OpTerra Energy Services in the Customer Contract and Attachments are replaced with references to ENGIE Services U.S.In accordance with Section 2.03(c) of the Customer Contract, the Contract Amount is decreased by \$70,920 – from \$54,468,300 to \$54,397,380.The Quarterly M&V Fee for each of the four quarters of the first Measurement Period is decreased from \$15,150 to \$12,680.The Quarterly Maintenance Fee for each of the four quarters of the first Measurement Period is increased from \$53,000 to \$63,042.The following Facilities are removed from the Scope of Work (Attachment F): Riverside County Regional Medical Center Brookside Material Yard Transportation CenterThe following Facilities are added to the Scope of Work (Attachment F): Palm Springs CAC Desert Hot Springs Mental Health Clinic Cabazon Sheriff Station Rubidoux Health Clinic Hemet Sheriff Station Crestmore Heights <p>Note: The total number of Facilities is increased by three (3) – from ten (10) to thirteen (13).</p> <ol style="list-style-type: none">The nominal generating capacity for each Facility listed in Attachment F is revised to reflect actual as-built conditions; the total installed generating capacity (across all Facilities listed in Attachment F) is decreased by 18 kWdc – from 12,126 kWdc to 12,108 kWdc.The Guaranteed Annual Savings are revised as set forth in Table H-2 of Attachment H; the projected 1st year annual electricity production for each Facility is revised as set forth in Table H-3 of Attachment H; the base electricity rates for each Facility are revised as set forth in Table H-4 of Attachment H.Summary of other adjustments made to Attachments: Attachment A remains unchanged. Attachment B remains unchanged. Attachment C remains unchanged. Attachment D is revised to reflect the Facilities included under the Scope of Work Attachment E remains unchanged (not included). Attachment F is revised to reflect changes to the Scope of Work. Attachment G remains unchanged. Attachment H is revised to reflect the Facilities included under the Scope of Work. Attachment I is revised to (1) reflect the Facilities included under the Scope of Work and (2) removal of semi-annual weed abatement scope of work at San Jacinto Valley Animal Campus and Crestmore Heights. Attachment J remains unchanged.
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Original Contract Amount:	\$54,468,300
Prior Change Order(s) Added (Deducted):	(not applicable)
This Change Order Will Add (Deduct):	(\$70,920)
Revised Contract Amount:	\$54,397,380

The changes above are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between Customer and ENGIE Services U.S. Inc., formerly known as OpTerra Energy Services, Inc. Except as set forth herein, the Customer Contract is not amended, modified, impaired or otherwise affected, and is hereby confirmed in full force and effect.

COUNTY OF RIVERSIDE

ENGIE SERVICES U.S. INC.

By: 

By: 

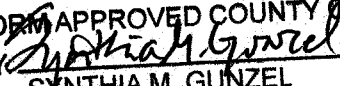
Print Name: Robert Field

Print Name: Jonathan Brown

Title: Assistant County Executive Officer/ECD

Title: Vice President

RETURN EXECUTED COPY TO: ENGIE Services U.S. Inc., 500 Twelfth Street, Suite 300, Oakland, CA 94607
Attn.: Contract Administrator

FORM APPROVED COUNTY COUNSEL
BY:  10-31-18
SYNTHIA M. GUNZEL DATE

FOURTH AMENDMENT TO EQUIPMENT LEASE/PURCHASE AGREEMENT

This Fourth AMENDMENT TO EQUIPMENT LEASE/PURCHASE AGREEMENT dated as of October 12, 2018 (this "*Fourth Amendment*") to that certain Equipment Lease/Purchase Agreement, by and between BANC OF AMERICA PUBLIC CAPITAL CORP, a Kansas corporation ("*Lessor*"), and COUNTY OF RIVERSIDE, a political subdivision existing under the laws of the State of California ("*Lessee*"), dated as of October 30, 2014 (the "*Original Agreement*"), as amended by that certain First Amendment to Equipment Lease/Purchase Agreement, by and between Lessor and Lessee, dated as of February 9, 2016 (the "*First Amendment*"), as further amended by that certain Second Amendment to Equipment Lease/Purchase Agreement, by and between Lessor and Lessee, dated as of August 24, 2016 (the "*Second Amendment*"), and as further amended by that certain Third Amendment to Equipment Lease/Purchase Agreement, by and between Lessor and Lessee, dated as of June 27, 2018 (the "*Third Amendment*"). The Original Agreement as amended by the First Amendment, Second Amendment, and Third Amendment referred to herein as the "*Original Amended Agreement*".

WITNESSETH:

WHEREAS, Lessor and Lessee entered into the Original Agreement with respect to the financing of the acquisition and installation of certain Equipment for Lessee, all as therein described;

WHEREAS, Lessor and Lessee entered into the First Amendment to, among other things, extend the Acquisition Period, the Rental Payment Commencement Date, and the Payment Schedule;

WHEREAS, Lessor and Lessee entered into the Second Amendment to provide for, among other things, the relocation of certain Equipment and the execution and delivery of the Facility Lease, Site Lease, and Assignment Agreement; and

WHEREAS, Lessor and Lessee entered into the Third Amendment to, among other things, extend the Acquisition Period;

WHEREAS, the parties desire to further amend and supplement the Original Amended Agreement, as provided in this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Section 1.01. Defined Terms. For purposes of this Fourth Amendment, (a) the term "Agreement" shall mean the Original Amended Agreement as further amended by this Fourth Amendment; and (b) the term "Effective Date" shall mean the date on which this Fourth Amendment becomes effective, which shall be the date on which this Fourth Amendment is executed by the parties hereto. Capitalized terms used, but not defined, in this Fourth Amendment shall have the meanings ascribed to such terms in the Original Amended Agreement; *provided*, that in the event of a conflict or difference in meanings for of any capitalized term in the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment or this Fourth Amendment, the meaning ascribed to such term in this Fourth Amendment will control and take precedence.

Section 1.02. Representations, Covenants and Warranties of Lessee. (a) Lessee hereby represents, covenants and warrants for the benefit of Lessor that upon execution of this Fourth Amendment all of its representations, covenants and warranties set forth in Section 2.01 of the Original Amended Agreement, as amended by Section 1.03 hereof, are true and correct as though made on the Effective Date. Lessee reasonably expects as of the Effective Date that the acquisition and installation of all of the Equipment on the Lessee-owned sites and facilities as described above will be completed and accepted, and the Equipment will be substantially available for Lessee's beneficial use and enjoyment for purposes of the Agreement, no later than December 31, 2018. Lessee further represents and warrants on the Effective Date for the benefit of Lessor that no Material Adverse Change has occurred since October 30, 2014 (*i.e.*, the date of the Original Agreement). Lessor and Lessee have agreed, and have determined on the Effective Date, that Lessee's Share of the rentals (as provided in *Exhibit B* to the Original Amended Agreement) are not in excess of the fair rental value of the Accepted Equipment as of the Effective Date for purposes of Section 4.03 of the Original Agreement.

(b) Lessee further represents, covenants and warrants for the benefit of Lessor as of the Effective Date as follows:

(i) The Accepted Equipment has been delivered to Lessee and installed at the related sites and facilities as described in the Equipment Schedule, operates for its intended purpose as a separate and independent functional unit, has been acquired and installed by the Vendor, is operating in a manner consistent with the manufacturer's intended use, is substantially available for Lessee's beneficial use and enjoyment and has been inspected and accepted by Lessee for all purposes of the Agreement. The Acceptance Date for all of the Accepted Equipment occurred prior to the Effective Date.

(ii) The Allocated Accepted Equipment Cost for the Accepted Equipment determined as of the Effective Date is \$54,548,300. The Accepted Equipment Percentage as of the Effective Date is 100%.

(iii) The Allocated Accepted Equipment Costs for each site and facility on which Accepted Equipment is located consists of all Equipment Costs, including Mobilization Costs, allocable in the reasonable judgment of Lessee to the Accepted Equipment.

(iv) The annual fair rental value of the Accepted Equipment as of the Effective Date, in each year during the remaining term of the Agreement, is at least equal to Lessee's Share (based on the Accepted Equipment Percentage as described in this Fourth Amendment) of the maximum annual Rental Payments, as determined by Lessee on the basis of commercially reasonable evidence of the annual fair rental value of the Accepted Equipment as of the Effective Date.

(v) Since the Funding Date, the Energy Services Contract, effective as of October 28, 2014, between OpTerra Energy Services and the Lessee has not been amended, modified, rescinded or terminated, and there have been no change orders thereunder that have not been disclosed in writing to Lessor.

Section 1.03. Amendments to the Original Amended Agreement. The Original Amended Agreement is hereby amended as follows:

(a) The defined term "*Acquisition Period*" in Section 1.01 of the Original Amended Agreement is hereby amended and restated in its entirety as follows:

"*Acquisition Period*" means the period ending five (5) business days prior to December 31, 2018.

(b) Section 1.01 of the Original Amended Agreement is amended to include in alphabetical order the following new definition:

"*Fourth Amendment*" means that certain Fourth Amendment to Equipment Lease/Purchase Agreement dated as of _October 30, 2014 between Lessee and Lessor.

ARTICLE II

Section 2.01. Original Amended Agreement Otherwise to Remain in Full Force and Effect. Except as otherwise expressly provided in or amended by this Fourth Amendment, the Original Amended Agreement, shall remain in full force and effect. This Fourth Amendment shall become effective on the Effective Date. From and after the Effective Date, all references made to the Original Agreement or the Original Amended Agreement in any instrument or document shall, without more, be deemed to refer to the Original Amended Agreement, as amended by this Fourth Amendment.

Section 2.02. Severability. In the event any provision of this Fourth Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 2.03. Execution in Counterparts. This Fourth Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 2.04. Applicable Law. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of California.

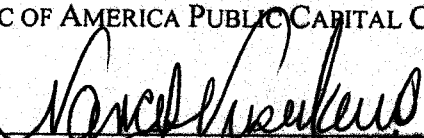
Section 2.05. Captions. The captions or headings in this Fourth Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Fourth Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Fourth Amendment to be executed in their names by their duly authorized representatives as of the date first above written.

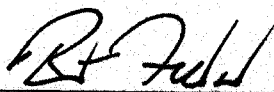
LESSOR:

BANC OF AMERICA PUBLIC CAPITAL CORP

By: 
Name: Nancy A. Nusenko
Title: Authorized Agent
Date: November 2, 2018

LESSEE:

COUNTY OF RIVERSIDE, CALIFORNIA

By: 
Name: Robert Field
Title: Assistant County Executive Officer/ECD
Date: December 4, 2018

**SECRETARY'S CERTIFICATE OF
BANC OF AMERICA PUBLIC CAPITAL CORP**

The undersigned, Brad Koster, the Secretary of BANC OF AMERICA PUBLIC CAPITAL CORP ("BAPCC"), a corporation organized and existing under and by virtue of the laws of the State of Kansas, does hereby certify that:

1. The following is a true and complete copy of an excerpt from the BAPCC Agency Agreement (the "Agreement") between BAPCC and Bank of America, National Association ("BANA") dated January 1, 2016, and the same is in full force and effect as of the date hereof:

Each Authorized Agent has full power and authority to act alone on behalf of Banc of America Public Capital Corp to do and perform all acts and things, and to execute and deliver all documents, agreements, instruments and certificates of every kind and nature on behalf of Banc of America Public Capital Corp, including but not limited to, one or more agreements, leases, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney and any future modification(s) or amendments thereof, which such execution and delivery to be conclusive evidence that such actions have been duly and specifically authorized and approved by the governing body and appropriate officials of Banc of America Public Capital Corp.

2. The following person has been duly appointed as an authorized agent of BAPCC:

Nancy Nusenko

IN WITNESS WHEREOF, I have hereto set my hand on this 6th day of November, 2018.



Brad Koster
Secretary


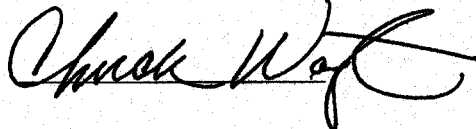
BANC OF AMERICA PUBLIC CAPITAL CORP

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

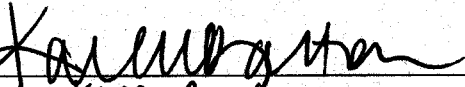
The undersigned, a duly elected or appointed and acting County Clerk of the Board of Supervisors of County of Riverside, California ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;


B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver (i) that certain Fourth Amendment to Equipment Lease/Purchase Agreement, dated as of October 12, 2018, by and between Banc of America Public Capital Corp, as lessor, (the "*Lessor*") and the Lessee, amending that certain Equipment Lease/Purchase Agreement, dated October 30, 2014, between the Lessor and the Lessee, as previously amended or otherwise modified, and (ii) all other documents related thereto and delivered in connection therewith (collectively, the "*Agreements*"), and the Agreements are each the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
Robert Field	Assistant County Executive Officer Economic and Community Development	
Chuck Washington	Chairman Board of Supervisors	

Dated: October 12, 2018

BY 
Name: Karen Barton
Title: Deputy for Kellia Harper-Dixon

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

FORM APPROVED COUNTY COUNSEL
BY  30 OCT 2018
DAVID M. MCCARTHY DATE

[REVISED] ATTACHMENT D

RIVERSIDE COUNTY'S FACILITIES & EXISTING EQUIPMENT

The following Riverside County Facilities are included under the Scope of Work as listed below:

Site Number	Facility	Address
01	Temecula CAC	41002 County Center Drive Temecula, CA 92591
02	Perris Sheriff Station	308 E. San Jacinto Avenue Perris, CA 92570
03	Perris County Coroner	800 S. Redlands Avenue Perris, Ca 92570
04	Riverside-Jurupa Animal Shelter	6851 Van Buren Boulevard Riverside, CA 92509
05	Palm Desert Sheriff Station	73700 Gerald Ford Drive Palm Desert, CA 92211
06a	Ben Clark Training Center (NEMA)	16791 Davis Avenue Riverside, CA 92518
06b	Ben Clark Training Center (BCT)	16791 Davis Avenue Riverside, CA 92518
07	San Jacinto Valley Animal Campus	581 S Grand Avenue San Jacinto, CA 92582
08	Palm Springs CAC	3255 E. Tahquitz Canyon Way Palm Springs, CA 92262
09	Desert Hot Springs Mental Health	14320 Palm Drive Desert Hot Springs, CA 92240
10	Cabazon Sheriff Station	50290 Main Street Cabazon, CA 92230
11	Rubidoux Health Clinic	5256 Mission Boulevard Jurupa Valley, CA 92509
12	Hemet Sheriff Station	43950 Acacia Avenue Hemet, CA 92544
13	Crestmore Heights	1500 Castellano Road Jurupa Valley, CA 92509

[REVISED] ATTACHMENT F

SCOPE OF WORK

California State Contractor's License Number 995037

Table F-1: Energy Conservation Measure to Be Implemented

ECM No.	Description
RE-01	Renewable Energy: On-site Power Generation (Photovoltaic)

Table F-2: Solar Generating Facilities to be installed

Site Number	Facility	Est. kW _e
01	Temecula CAC	198.50
02	Perris Sheriff Station	718.20
03	Perris County Coroner	272.20
04	Riverside-Jurupa Animal Shelter	504.63
05	Palm Desert Sheriff Station	687.96
06a	Ben Clark Training Center NEMA	562.60
06b	Ben Clark Training Center BCT	3,028.80
07	San Jacinto Valley Animal Campus	1,191.80
08	Palm Springs CAC	276.48
09	Desert Hot Springs Mental Health	144.00
10	Cabazon Sheriff Station	115.20
11	Rubidoux Health Clinic	161.28
12	Hemet Sheriff Station	190.08
13	Crestmore Heights	4,057.00

General Conditions Scope of Work provided by ENGIE Services U.S.:

- Project management and engineering.
- Construction management and supervision. An ENGIE Services U.S. construction manager will be assigned to this project and will be responsible for monitoring the on-site construction.
- Provide onsite storage containers for project materials and equipment.
- Provide trash dumpsters as needed as well as cleanup and disposal of refuse generated by project.
- Provide portable toilets.
- Provide temporary fencing as required for access control in the areas of and for the duration of work.
- Provide cranes, lifts (including helicopter) and rigging necessary for scope of work.
- Provide startup, acceptance testing, commissioning, training and Operation & Maintenance manuals as needed on systems provided.
- Record (as-builts) plans and equipment data sheets will be provided. Three (3) sets of printed record and equipment data sheets will be provided as well as one copy in electronic format.

General Engineering Scope of Work provided by ENGIE Services U.S.:

- Prepare plans to be submitted for Riverside County plan check and approval.
- Provide equipment submittals for Riverside County's acceptance of the ECM.
- Provide shop drawings, as appropriate for the work.
- Interface with Utility for rate tariff changes and interconnect applications and approvals.

The Facilities will require the following Utility tariff changes:

Table F-3 Utility Rate Changes

Site Number	Facility	New Edison Utility Tariff
01	Temecula CAC	TOU-GS2-R
02	Perris Sheriff Station	TOU-8-R
03	Perris County Coroner	TOU-GS3-R
04	Riverside Animal Shelter	TOU-GS3-R
05	Palm Desert Sheriff Station	TOU-GS3-R
06a	Ben Clark Training Center (BCT)	TOU-GS2 A
06b	Ben Clark Training Center (NEMA)	TOU-GS2-R

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Site Number	Facility	New Edison Utility Tariff
07	San Jacinto Valley Animal Campus	RES-BCT / TOU-GS3-A
08	Palm Springs CAC	TOU-GS3-R
09	Desert Hot Springs Mental Health	TOU-GS2 R
10	Cabazon Sheriff Station	TOU-GS2 R
11	Rubidoux Health Clinic	TOU-GS2 R
12	Hemet Sheriff Station	TOU-GS2 R
13	Crestmore Heights	RES-BCT/TOU-GS2 A

- Interface with Utility for California Solar Initiative/Incentive to achieve incentive program milestones and file incentive claim forms.
- Develop and implement a Storm Water Pollution Prevention Plan (SWPPP) for work at Crestmore Heights.

ECM RE-01: Renewable Energy: On-site Power Generation (Photovoltaic)

ENGIE Services U.S. will design, engineer, and install photovoltaic power generating systems on parking lot canopy shade structures and ground mounted structures at the following sites.

Temecula CAC – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system consisting of three arrays, having a total nominal capacity of 198.5 kW_p. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Perris Sheriff Station – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system, consisting of multiple arrays, having a total nominal capacity of 718.2 kW_p. The array will be located in the Sheriff's secured parking lot and the public parking lot. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Perris County Coroner – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system consisting of multiple arrays, having a total nominal capacity of 272.2 kW_p. The array will be located throughout the parking area around the building. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Riverside-Jurupa Animal Shelter – Solar Parking Lot Shade Structure Systems:

ENGIE Services U.S. will design-build a photovoltaic system consisting of multiple arrays having a total nominal capacity of 504.63 kW_p. The arrays will be located throughout the parking area and in the animal yard to provide shade. The precise quantity and arrangement of free standing structures and arrays will be determined by ENGIE Services U.S. during final engineering. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the single cantilever structures will be approximately twenty (20) feet. The width of the double cantilever structures will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Palm Desert Sheriff Station – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system consisting of multiple arrays, having a total nominal capacity of 687.96 kW_p. The arrays will be located in the secured rear parking lot. The precise quantity and arrangement of free standing structures and arrays will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two adjoining rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Ben Clark Training Center NEMA – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system, consisting of multiple arrays, having a total nominal capacity of 562.6 kW_p. The array will be located in the public parking lots. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Ben Clark Training Center BCT – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system consisting of multiple arrays, having a total nominal capacity of 3,028.8 kW_p. The arrays will be located in the central parking lots. The precise quantity and arrangement of free standing structures and arrays will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

San Jacinto Valley Animal Campus – Solar Parking Lot Shade Structure System and Ground-mounted Solar System:

ENGIE Services U.S. will design-build a photovoltaic system consisting of multiple arrays, having a total nominal capacity of 1,191.8 kW_p.

Solar Parking Lot Shade Structure System

ENGIE Services U.S. will design-build a photovoltaic system consisting of multiple arrays, having a total nominal capacity of 151.16 kW_p. The arrays will be located in the main parking lot. The precise quantity and arrangement of free standing structures and arrays will be determined by ENGIE Services U.S. during final engineering. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Ground-mounted Solar System

ENGIE Services U.S. will design-build a ground mounted photovoltaic system consisting of multiple arrays, having a total nominal capacity of 1,040.64 kW_p. The arrays will be located on the vacant County-owned lot, adjacent to the San Jacinto Valley Animal Campus. The precise quantity, installation and arrangement of the inverter system will be determined by ENGIE Services U.S. during final engineering. The inverter(s) and associated concrete equipment pad will be located adjacent to the arrays. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. The array will be enclosed by an eight (8) foot high chain link fence. A service road constructed from native onsite material will provide access to the inverter(s) and arrays. Altering the overall grade or drainage of this site is excluded. New site lighting is not included. The area set aside for the drainage basin will not be disturbed.

Palm Springs CAC – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system, consisting of multiple arrays, having a total nominal capacity of 276.48 kW_p. The array will be located in the Facility's public parking lot. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Desert Hot Springs Mental Health – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system, consisting of multiple arrays, having a total nominal capacity of 144.0 kW_p. The array will be located in the Facility's secured parking lot and the public parking lot. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Cabazon Sheriff Station – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system, consisting of multiple arrays, having a total nominal capacity of 115.2 kWp. The array will be located in the Sheriff's secured parking lot. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Rubidoux Health Clinic – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system, consisting of multiple arrays, having a total nominal capacity of 161.28 kWp. The array will be located in the Health Center's parking lot. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Hemet Sheriff Station – Solar Parking Lot Shade Structure System:

ENGIE Services U.S. will design-build a photovoltaic system, consisting of multiple arrays, having a total nominal capacity of 190.08 kWp. The array will be located in the Health Center's parking lot. The precise quantity and arrangement of free standing structures will be determined by ENGIE Services U.S. during final engineering. The structures will be double cantilever providing coverage for two rows of parking. The shade structures will have a minimum clear height of nine (9) feet and a maximum slope of five (5) degrees. The width of the structure will be approximately thirty-nine (39) feet. The length of the structure will be determined by the area required for the system capacity and site characteristics. The structure's only painted surfaces are the vertical steel columns. The precise quantity, installation and arrangement of the inverters will be determined by ENGIE Services U.S. during final engineering. The inverters will be mounted to the vertical columns of the shade structure or placed on a concrete equipment pad on the ground. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. Asphalt and concrete patch will be provided where existing hardscape was removed or damaged during construction. Under canopy lighting powered from an existing lighting circuit will be installed in a staggered layout (one lighting fixture between columns). Existing parking lot lighting (fixture, pole, and base) in conflict of the shade structure will be removed.

Crestmore Heights – Ground-mounted Solar System

ENGIE Services U.S. will design-build a ground mounted photovoltaic system consisting of multiple arrays, having a total nominal capacity of 4,057.0 kWp. The arrays will be located on the vacant land North of the Facility. The precise quantity, installation and arrangement of the arrays will be determined by ENGIE Services U.S. during final engineering. The central inverter(s) and associated concrete equipment pad will be located adjacent to the arrays. The solar system will be connected to the existing electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. The precise point of electrical connection will be determined by ENGIE Services U.S. during final engineering. Trenching and/or directional boring may be used to run conduit below grade between arrays, the inverter(s) and point of utility connections. The array will be enclosed by a six (6) foot high chain link fence. A service road constructed from native onsite material will provide access to the inverter(s) and arrays. New site lighting is not included.

ENGIE Services U.S. will develop and implement an Erosion Control Plan for the area within the solar array field. The plan will not mitigate site run-on from outside of the solar array field.

ENGIE Services U.S. will furnish and install a perimeter security system using laser beam detection and security cameras. County to provide internet connectivity.

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General Project Exclusions and Clarifications

- Plan check fees are excluded.
- Inspector costs are excluded.
- Preparation and submission to Authority Having Jurisdiction for review and approval of plans and specifications is included. Plan check fees shall not be charged to ENGIE Services U.S. for this scope of work. Riverside County will be responsible for paying for required Building, Mechanical, and Electrical Permits.
- ENGIE Services U.S. has assumed project construction will be allowed to proceed smoothly and in a continuous flow. Demobilization and remobilization of resources due to schedule interruptions are excluded.
- Temporary utilities to be provided by Riverside County at no cost to ENGIE Services U.S. (trailer power, construction power, etc.).
- Removal and disposal of hazardous materials, including asbestos containing materials, to be by Riverside County (except as noted above). If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify Riverside County representative and stop further work in this area until the material is removed.
- ENGIE Services U.S. will require the assistance of Riverside County personnel to secure the area and to provide reasonable traffic redirection during rigging operations and during the move-in and move-out of large equipment.
- Structural upgrades to existing structures are excluded, except as noted.
- Screening of new or existing equipment is excluded, unless specifically noted above.
- ENGIE Services U.S. standard construction means & methods will be used.
- Riverside County will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the respective Facilities.
- Work will be performed during normal work hours where permissible. Overtime, evening or weekend hours will be considered to meet the project schedule.
- The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. Repairs or upgrades to existing systems (such as bringing existing systems up to code) are excluded, other than those specifically identified herein.
- Repair or replacement of damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work is excluded. When such items are discovered, ENGIE Services U.S. will immediately notify Riverside County representative.
- Changes to the work due to underground obstructions or unsuitable soil conditions encountered during trenching or other excavation are excluded.
- Smoke detectors and fire alarm system work, unless specified, are excluded. Connecting new smoke detectors to existing fire alarm system is excluded. Upgrading the existing Fire Alarm Control Panel(s) is excluded.
- The PV shade structure is not weather tight and will not provide shelter from rain.
- Decorative fascia (along the perimeter of the panels) or any decorative covering (underneath the panels) are excluded.
- Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting is excluded, except as noted.
- Painting, unless specified, is excluded.
- With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components.

Warranty Criteria for Specific Pieces of Equipment:

Photovoltaic Systems

Uninterrupted operation for the duration necessary, with a maximum of 2 weeks after receipt of Utility Authorization to interconnect, to determine proper operation.

**[REVISED] ATTACHMENT H
M&V SERVICES**

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform measurement and verification services ("M&V Services") as set forth in this Attachment H with respect to Riverside County's property at the following Project Locations:

Table H-1: Solar Project Locations

Site Number	Facility	Address
01	Temecula CAC	41002 County Center Drive Temecula, CA 92591
02	Perris Sheriff Station	308 E. San Jacinto Avenue Perris, CA 92570
03	Perris County Coroner	800 S. Redlands Avenue Perris, Ca 92570
04	Riverside-Jurupa Animal Shelter	6851 Van Buren Boulevard Riverside, CA 92509
05	Palm Desert Sheriff Station	73700 Gerald Ford Drive Palm Desert, CA 92211
06a	Ben Clark Training Center NEMA	16791 Davis Avenue Riverside, CA 92518
06b	Ben Clark Training Center BCT	16791 Davis Avenue Riverside, CA 92518
07	San Jacinto Valley Animal Campus	581 S Grand Avenue San Jacinto, CA 92582
08	Palm Springs CAC	3255 E. Tahquitz Canyon Way Palm Springs, CA 92262
09	Desert Hot Springs Mental Health	14320 Palm Drive Desert Hot Springs, CA 92240
10	Cabazon Sheriff Station	50290 Main Street Cabazon, CA 92230
11	Rubidoux Health Clinic	5256 Mission Boulevard Jurupa Valley, CA 92509
12	Hemet Sheriff Station	43950 Acacia Avenue Hemet, CA 92544
13	Crestmore Heights	1500 Castellano Road Jurupa Valley, CA 92509

I. Definitions:

Capitalized terms used in this Attachment H and not defined in the Contract, have the meanings set forth below:

"Accumulated Savings" means, as of any date of determination, the cumulative total of Excess Savings.

"Actual Energy Rate" means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by Riverside County for that Measurement Period.

"Assessment Work" means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

"Average Energy Unit Savings" means, with respect to any number of consecutive Measurement Periods, the arithmetic mean of the Energy Unit Savings for such number of Measurement Periods.

"Base Energy Rate" means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment H, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

"Baseline" means the energy use established by ENGIE Services U.S. from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

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"EC Savings" means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment H, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Rate Factors" means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

"Energy Savings Report" is defined in this Attachment H, Section (II)(D).

"Energy Savings Term" means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the twentieth (20th) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by Riverside County of the M&V Services in accordance with this Attachment H, Section (II)(G); or (iv) the failure by Riverside County to pay the Quarterly M&V Fee in accordance with this Attachment H, Section (II)(H)(i).

"Energy Unit Savings" means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment H, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Use Factors" means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

"Energy Use Savings" means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

"Excess Savings" means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment H, Section (II)(I)(iv).

"Guarantee Payment" means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to Riverside County in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment H, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by Riverside County with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment H, Section (II)(A)(iii).

"Guarantee Shortfall" means an amount calculated in accordance with this Attachment H, Section (II)(I)(v).

"Guaranteed Savings" means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Table H-2: Guaranteed Annual Savings

Measurement Period	Guaranteed Savings
1	\$2,312,247
2	\$2,450,230
3	\$2,596,448
4	\$2,751,391
5	\$2,915,580
6	\$3,089,567
7	\$3,273,937
8	\$3,469,309
9	\$3,676,341
10	\$3,895,726
11	\$4,128,204
12	\$4,374,554
13	\$4,635,606
14	\$4,912,235
15	\$5,205,373
16	\$5,516,004
17	\$5,845,171
18	\$6,193,982
19	\$6,563,608
20	\$6,955,291

"IPMVP" means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

"Projected Energy Savings" means those Energy Unit Savings which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment H, Section (III).

"Savings Guarantee" is defined in this Attachment H, Section (II)(A)(i).

II. Terms & Conditions

A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Quarterly M&V Fee, and upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that Riverside County will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the "Savings Guarantee"), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to Riverside County, within thirty (30) calendar days after the acceptance by Riverside County of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of Riverside County, Riverside County would benefit from additional energy services or energy saving retrofits, Riverside County and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- iv. Excess Savings. For any Measurement Period in which there are Excess Savings, Riverside County will repay to ENGIE Services U.S., to the extent of such Excess Savings, any Guarantee Payments previously paid by ENGIE Services U.S. to Riverside County and not previously repaid to ENGIE Services U.S. by Riverside County, and the Excess Savings for such Measurement Period will be reduced by the amount of such repayment. If ENGIE Services U.S. has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by Riverside County, then in lieu of such repayment Excess Savings will be increased by the deemed value of such services or retrofits.
- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of an Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such Excusable Event is continuing. During such Excusable Event, Projected Energy Savings for the month(s) in which such Excusable Event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. Average Energy Unit Savings. For any Measurement Period beginning with the fifth (5th) Measurement Period, upon completion of that Measurement Period's Energy Savings Report, ENGIE Services U.S. has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings will be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Quarterly M&V Fees for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess will be Excess Savings and the Savings Guarantee will have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Quarterly M&V Fees for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then ENGIE Services U.S. will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, ENGIE Services U.S. may, in its sole discretion, pay to Riverside County, not later than the ninetieth (90th) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. Riverside County will notify ENGIE Services U.S. in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to Riverside County a written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings upon agreement by Riverside County.
- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify Riverside County, in writing, of all such changes.
- iii. Changes to Facilities. Riverside County or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment H, Section (II)(B)(iii).
- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of Riverside County's business or cause Riverside County to incur additional costs, and Riverside County does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. Assessment Work. ENGIE Services U.S. has the right to charge Riverside County for Assessment Work, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by Riverside County within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify Riverside County in writing of the intent and estimated cost associated with the Assessment Work. Riverside County will, within forty-five (45) calendar days, give ENGIE Services U.S. written permission to proceed or, alternatively at no charge to ENGIE Services U.S., to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If ENGIE Services U.S. does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as Riverside County approves the Assessment Work.
- vii. Changes in Energy Use Factors. If Riverside County fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to Riverside County in advance. Riverside County will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. Riverside County agrees that ENGIE Services U.S. will have the right, with or without prior notice, to inspect the Facilities to determine if Riverside County has consistently complied with its obligations as set forth above. In the event that any inspection discloses that Riverside County has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- xi. Interference. Riverside County may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar

insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, Riverside County will promptly notify ENGIE Services U.S. In the event an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, Riverside County agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present Riverside County with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

- C. Riverside County Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Riverside County will, directly or through a contract with ENGIE Services U.S. or an alternative provider, maintain such portion of the Work and upon Final Completion will, directly or through a contract with ENGIE Services U.S. or an alternative provider, maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment.
- D. Energy Savings Report. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to Riverside County an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case Riverside County will be notified of such a situation within the ninety (90) calendar-day period.
- E. On-Site Measurements. Riverside County irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of Riverside County as conducted at the Facilities as of the date hereof. Riverside County will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment H, Section (II)(E). Riverside County will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.
- F. Internet Communication Path. At ENGIE Services U.S.'s request, to facilitate ENGIE Services U.S.'s monitoring of the Work, Riverside County will open an internet communication path between Riverside County's energy management system(s) and ENGIE Services U.S.'s office in Overland Park, Kansas. Riverside County will provide, at Riverside County's expense, networking and telecommunication hardware and/or software for ENGIE Services U.S. to achieve such communication path at ENGIE Services U.S.'s office. ENGIE Services U.S. will provide Riverside County with the precise locations for network communication ports within Riverside County's Facilities. Riverside County agrees not to charge ENGIE Services U.S. to install or maintain such communication paths.
- G. Termination of Guaranteed Savings. If (i) Riverside County notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by Riverside County or by Riverside County for any reason permitted by the Contract or (iii) Riverside County fails to maintain the Project in accordance with this Attachment H, Section (II)(C), or is in default of any of its other obligations under this Attachment H, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will prorate any Guarantee Payment for the corresponding portion of such Measurement Period.
- H. Quarterly M&V Fee.
- i. Invoicing and Payment. The Quarterly M&V Fee for the initial quarter of the first Measurement Period will be invoiced by ENGIE Services U.S. to Riverside County in a lump sum on the M&V Commencement Date. All subsequent Quarterly M&V Fees will be invoiced by ENGIE Services U.S. on the last day of the first month of each quarter of the corresponding Measurement Period. Riverside County, or its designee, will pay ENGIE Services U.S. such Quarterly M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Riverside County gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Quarterly M&V Fee in accordance with this Attachment H, Section (II)(H) will be a material default by Riverside County under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make any Guarantee Payments with respect to quarters for which the Quarterly M&V Fee has not been paid.

- ii. Any amount not paid when due will, from and after the due date, bear interest. Accrued and unpaid interest on past due amounts (including interest on past due interest) will be due and payable upon demand.
- I. Calculations.
- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
 - ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the Energy Use Savings for such Measurement Period, as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.
 - iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
 - iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by ENGIE Services U.S. in the manner set forth in this Attachment H, Section (II). For the avoidance of doubt, Excess Savings will not be reduced below zero.
 - v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period, *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

III. Methodologies & Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table H-3: Measurement and Verification Methodology

ECM Number	Description	Facilities	M&V Method
RE-01	On-Site Power Generation (Photovoltaic)	Temecula CAC Perris Sheriff Station Perris County Coroner Riverside-Jurupa Animal Shelter Palm Desert Sheriff Station Ben Clark Training Center (NEMA) Ben Clark Training Center (BCT) San Jacinto Valley Animal Campus Palm Springs CAC Desert Hot Springs Mental Health Cabazon Sheriff Station Rubidoux Health Clinic Hemet Sheriff Station Crestmore Heights	Option B

M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.

- a. ENGIE Services U.S. will supply a one-time report to Riverside County detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings

will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.

- b. Scope of Work: No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Projected kWh production is shown in Table H-4 below and is projected to degrade by 0.5% per year.
- c. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.

Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in ongoing reports. During the construction period, the EC Savings will be calculated by adding the production measured for the period between Substantial Completion of the ECM and the M&V Commencement Date.

Table H-4: Projected 1st Year Annual Electricity Production for ECM RE-01

Site Number	Facility	Projected Annual Electricity Production (kWh)
01	Temecula CAC	305,425
02	Perris Sheriff Station	1,097,250
03	Perris County Coroner	419,721
04	Riverside-Jurupa Animal Shelter	777,426
05	Palm Desert Sheriff Station	1,059,250
06a	Ben Clark Training Center (NEMA)	842,905
06b	Ben Clark Training Center (BCT)	4,605,505
07	San Jacinto Valley Animal Campus	1,941,798
08	Palm Springs CAC	436,682
09	Desert Hot Springs Mental Health	228,235
10	Cabazon Sheriff Station	168,397
11	Rubidoux Health Clinic	246,208
12	Hemet Sheriff Station	295,980
13	Crestmore Heights	6,438,245
	Total	18,863,027

Base Energy Rates: EC Savings will be calculated using the Base Energy Rates.

The Base Energy Rates listed in Table H-5 are to be increased each Measurement Period on a cumulative basis by six and one-half percent (6.5%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table H-5: Base Electricity Rates for ECM RE-01

Site Number	Facility	Electricity Rate (Dollars per kWh)
01	Temecula CAC	\$0.1508
02	Perris Sheriff Station	\$0.1532
03	Perris County Coroner	\$0.1552
04	Riverside-Jurupa Animal Shelter	\$0.1486
05	Palm Desert Sheriff Station	\$0.1461
06a	Ben Clark Training Center (NEMA)	\$0.1491
06b	Ben Clark Training Center (BCT)	\$0.1160
07	San Jacinto Valley Animal Campus	\$0.1294
08	Palm Springs CAC	\$0.1360
09	Desert Hot Springs Mental Health	\$0.1483
10	Cabazon Sheriff Station	\$0.1430
11	Rubidoux Health Clinic	\$0.1500
12	Hemet Sheriff Station	\$0.1500
13	Crestmore Heights	\$0.1014

**[REVISED] ATTACHMENT I
MAINTENANCE SERVICES**

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment I with respect to Generating Facilities being constructed on Riverside County's property at the following Project Locations:

Site Number	Facility	Address
01	Temecula CAC	41002 County Center Drive Temecula, CA 92591
02	Perris Sheriff Station	308 E. San Jacinto Avenue Perris, CA 92570
03	Perris County Coroner	800 S. Redlands Avenue Perris, Ca 92570
04	Riverside-Jurupa Animal Shelter	6851 Van Buren Boulevard Riverside, CA 92509
05	Palm Desert Sheriff Station	73700 Gerald Ford Drive Palm Desert, CA 92211
06a	Ben Clark Training Center NEMA	16791 Davis Avenue Riverside, CA 92518
06b	Ben Clark Training Center BCT	16791 Davis Avenue Riverside, CA 92518
07	San Jacinto Valley Animal Campus	581 S Grand Avenue San Jacinto, CA 92582
08	Palm Springs CAC	3255 E. Tahquitz Canyon Way Palm Springs, CA 92262
09	Desert Hot Springs Mental Health	14320 Palm Drive Desert Hot Springs, CA 92240
10	Cabazon Sheriff Station	50290 Main Street Cabazon, CA 92230
11	Rubidoux Health Clinic	5256 Mission Boulevard Jurupa Valley, CA 92509
12	Hemet Sheriff Station	43950 Acacia Avenue Hemet, CA 92544
13	Crestmore Heights	1500 Castellano Road Jurupa Valley, CA 92509

I. Term

So long as Riverside County pays to ENGIE Services U.S. the Quarterly Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to five (5) years from the M&V Commencement Date on an annualized basis. At the end of this term, Riverside County may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services for another five (5) years
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

II. Quarterly Maintenance Fee; Reporting

Quarterly Maintenance Fee means a fee payable quarterly in arrear by Riverside County to ENGIE Services U.S., in consideration of the performance of up to five (5) years of O&M Fee Services. The Quarterly Maintenance Fee for each of the four quarters of the first Measurement Period will be Sixty-Three Thousand Forty-Two Dollars (\$63,042.00). The quarterly Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

The Quarterly Maintenance Fee for the initial quarter of the first Measurement Period will be invoiced by ENGIE Services U.S. to Riverside County in a lump sum on the M&V Commencement Date. All subsequent Quarterly Maintenance Fees will be invoiced by ENGIE Services U.S. on the last day of the first month of each quarter of the

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corresponding Measurement Period. Riverside County, or its designee, will pay ENGIE Services U.S. such Quarterly Maintenance Fee, without any retention amount withheld, within twenty (20) Business Days after its receipt of the corresponding invoice. Any failure to timely pay the Quarterly Maintenance Fee in accordance with this Attachment I will be a material default by Riverside County, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to Riverside County on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, Riverside County's new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

III. Preventive Maintenance Services Provided

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on a semi-annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning:
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii. Wash PV modules and remove accumulated dust and debris on an annual basis.

IV. Repair Services

- a. Covered Equipment: Components of the Generating Facilities installed under this Attachment I include:
 - 1. Inverters
 - 2. Photovoltaic Panels
 - 3. Combiner Boxes
 - 4. Disconnect Switches
 - 5. AC and DC Power Wire
 - 6. Meters integral with Inverters
- b. Exclusions:
 - 1. Array structure
 - 2. Lighting
 - 3. Roofing
 - 4. Paint or finish
 - 5. Concrete
 - 6. Asphalt
 - 7. Bollards
 - 8. Conduit
 - 9. Data acquisition systems
 - 10. Meters
 - 11. Data acquisition communication wire
 - 12. Weed abatement
- c. If a Generating Facility is damaged due to an Excusable Event, Riverside County's negligence, or any other event beyond the control of ENGIE Services U.S., ENGIE Services U.S. will provide repairs as required to restore the Generating Facilities to normal operating parameters or to replace deteriorated, damaged, parts and equipment. Riverside County will compensate ENGIE Services U.S. for such repairs/replacement on a time and material basis,

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with ENGIE Services U.S. providing back-up cost detail for actual, reasonable costs including reimbursable expenses, multiplied by 1.15.

- d. "Repairs" will include any of the following as necessary: Procuring parts or materials, removing damaged or out-of-specifications parts or materials, installing repaired or replacement parts or materials, and testing.

V. Services And Equipment To Be Covered By Riverside County

ENGIE Services U.S.'s obligations under this Attachment I are expressly conditioned upon Riverside County's payment of the Quarterly Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. The Generating Facilities described herein will be made available to ENGIE Services U.S. as of the Effective Date of the Contract.
- b. Operate and maintain security systems associated with Generating Facilities.
- c. Riverside County will be responsible for maintenance of all landscaping in and around Generating Facilities including tree trimming and weed abatement.
- d. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- e. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract, all free of charge to ENGIE Services U.S.
- f. Riverside County will be responsible pursuant to Applicable Law for the remediation of any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- g. Riverside County will insure the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- h. ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by Riverside County's failure to satisfy the conditions set forth in this Attachment I.