

ITEM: 3.26 (ID # 24899) MEETING DATE: Tuesday, July 30, 2024

### **FROM :** FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT (FM): Ratification and Approval of the Operation & Maintenance (O&M) Agreement Engie Services U.S. Inc. to Provide Services for Solar Generating Facilities for the Total Aggregate of \$2,086,278 from January 1, 2024, through December 31, 2028; Without Seeking Competitive Bids. California Environmental Quality Act Exempt (CEQA) pursuant to State CEQA Guidelines Section 15301 and Section 15061(b)(3); All Districts. [Total Aggregate of \$2,086,278 – 100% Facilities Management (FM) – Energy Division Budget]

## **RECOMMENDED MOTION:** That the Board of Supervisors:

- Find that the approval of the O&M Agreement is exempt from CEQA, pursuant to State CEQA Guidelines Section 15301 Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
- Ratify and Approve the O&M Agreement with Engie Services U.S. Inc., for 15 Countyoperated and maintained Solar Generating Facilities from January 1, 2024, through December 31, 2028, for the total aggregate amount of \$2,086,278 and authorize the Chair of the Board (Chair) to execute the Agreement on behalf of the County;
- 3. Authorize the Director of Facilities Management or designee to execute any other documents and administer all actions necessary to complete the transactions;
- 4. Authorize the Purchasing Agent, or designee, to issue Purchase Orders for goods and/or services that do not exceed the total contract amount; and
- 5. Direct the Clerk of the Board to Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

### **ACTION:Policy**



# MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	July 30, 2024
XC:	FM, Recorder/State Clearinghouse

Kimberly A. Rector 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	\$ 392,960	\$ 404,748	\$2,086,278	\$0
NET COUNTY COST	\$0	\$0	\$ 0	\$ 0
SOURCE OF FUNDS	6: 100% FM Ener	gy Division Budge	et Budget Adj	ustment: No
			For Fiscal Y	'ear: 23/24 -28/29

## C.E.O. RECOMMENDATION: Approve

## **BACKGROUND:**

## **Summary**

On May 20, 2014, the County of Riverside entered into a Program Development Agreement with Chevron Energy Solutions, which is now Engie Services U.S. Inc., a Delaware corporation (Engie), to provide and construct Energy Conservation Measures (ECMs) at various county facilities. The ECMs focused on solar photovoltaic systems (PV generating facilities) and the enrollment of Riverside County in a special local-government program called the Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT). The program and tariff allowed the County to generate solar electricity at one account and transfer any available excess bill credits (in dollars) to another county account called a "benefitting" account. Engie provided two types of installations Generating Sites (RES-BCT) tariff and Net Metering Sites (traditional sites providing a solar power offset for a facility) at 15 County locations, shown below.

Location	Address
Ben Clark Training Center (BCTC)	16763 Davis Ave, Riverside, CA 92518
Ben Clark NEM-A	16791 Davis Ave, Riverside, CA 92518
Cabazon Sheriff	50290 Main St, Cabazon, CA 92230
Crestmore Heights	1500 Castellano Rd, Riverside, CA 92240
Desert Hot Springs Mental Health	14320 Palm Dr, Desert Hot Springs, CA 92240
Hemet Sheriff Station	43950 Acacia Ave, Hemet, CA 92544
Palm Desert Sheriff	73700 Gerald Ford Dr, Palm Desert, CA 92211
Palm Springs CAC	3255 E Tahquitz Canyon Way, Palm Springs, CA 92262
Perris County Coroner	800 S Redlands Ave, Perris, CA 92570
Perris Sheriff	308 E San Jacinto Ave, Perris, CA 92570
Riverside Animal Shelter	6851 Van Buren Blvd, Jurupa Valley, CA 92509
Rubidoux Health Clinic	5256 Mission Blvd, Riverside, CA 92509
San Jacinto Animal Shelter-CP	581 S Grand Ave, San Jacinto, CA 92582
San Jacinto Animal Shelter-GM	581 S Grand Ave, San Jacinto, CA 92582
Temecula CAC	41002 County Center Dr, Temecula, CA 92591

The implementation of the Operations & Maintenance (O&M) Agreement would result in the provision of the following services to keep the facilities operating efficiently to maximize savings generated by the County.

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

- <u>Inspection</u>: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis and semi-annual where central inverters exist at Ben Clark, Crestmore Heights, Palm Desert, Perris County Coroner, Perris Sheriff, and San Jacinto Animal Shelter;
- <u>Testing</u>: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis, and semi-annual where central inverters exist at Ben Clark, Crestmore Heights, Palm Desert, Perris County Coroner;
- <u>Monitoring</u>: System performance will be monitored on a daily basis and evaluated monthly by comparing actual production data and actual local weather data to the production values predicted by PVsyst modeling software. Monthly email reports showing production for the month, production year to date, and monthly percent of expected production shall be generated;
- <u>Cleaning</u>: Dust, dirt, and debris shall be removed from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches and PV modules will be washed and accumulated dust and debris will be removed annually; and
- <u>Weed Abatement at Crestmore Heights and San Jacinto Animal Shelter Sites</u>: Use of mechanical equipment will be used to mow or whack the vegetation to a height of 12 inches or less from the ground within the fenced in area enclosing the PV system.

To date, the County has generated 6,232 megawatt hours of energy from its 15 PV generating sites.

Government Code Section 41217.10 *et seq*, authorizes local governments to enter into energy contracts on terms that are found to be in the best interests of the agency, which allows for the single source as long as the energy cost savings for the services are less than without those services. As Engie has designed, constructed, and operated the County facilities since their inception, they are best suited in experience to provide maintenance and report services that maximize energy savings to the County. In addition, Engie has a performance contract with the County that has identified Guaranteed savings to be met through the production of solar energy, which further demonstrates a commitment to maximize the value of services to the County by maintaining the most efficient equipment feasible. Therefore, the County is entering into a sole source Agreement for the continued maintenance and reporting of the 15 County sites for an additional five-year term.

The approval of the O&M Agreement has no direct effect anticipated other than the continued operation of the existing County PV generating stations. The implementation of the O&M Agreement would not alter the existing development or result in an increase in capacity; and is limited to creating a mechanism to keep the existing PV generating facilities fully operational, without significant down times. Therefore, the Agreement is exempt as the application meets the scope and intent of the Class 1 Existing Facilities Categorical Exemption identified in Section 15301 and Section 15061(b)(3) "Common-Sense" Exemption. A Notice of Exemption will be

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

filed by FM staff with the County Clerk and Office of Planning and Research within five (5) days of Board approval.

### **Price Reasonableness**

The annual O&M 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 O&M Period as reflected in the pricing table below:

Year	PV O&M Services	Monitoring Services	Total
1	\$382,102	\$10,858	\$392,960
2	\$393,565	\$11,184	\$404,748
3	\$405,372	\$11,519	\$416,891
4	\$417,533	\$11,865	\$429,398
5	\$430,059	\$12,221	\$442,280

## Impact on Residents and Businesses

The impact of this O&M Agreement will result in ensuring that existing PV generating facilities continue to operate at peak condition, maximizing the potential savings for the County. These County PV generating facilities project to generate 19,034,548 kWh per year, which removes 13,125 metric tons of Carbon Dioxide (GHG equivalent) annually from Riverside County air. This will help improve the air quality of the County as the County transitions to green energy.

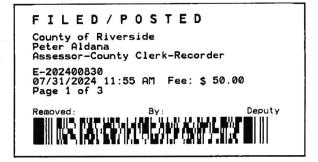
# **ATTACHMENTS**

- Notice of Exemption
- O&M Agreement with Engie
- Single Source Justification for Engie

7/1/2024

7/17/2024

## **Riverside County** Facilities Management 3450 14<sup>th</sup> Street, Riverside, CA 92501



### NOTICE OF EXEMPTION

May 1, 2024

**Project Name:** Approval the 5-Year Operation & Maintenance (O&M) Agreement Engie Services U.S. Inc. to Provide Services for Solar Generating Facilities

Project Number: FM061030

Project Locations: 15 Solar-Generating Sites Countywide (See attached table)

Location	Address
Ben Clark Training Center (BCTC)	16763 Davis Ave, Riverside, CA 92518
Ben Clark NEM-A	16791 Davis Ave, Riverside, CA 92518
Cabazon Sheriff	50290 Main St, Cabazon, CA 92230
Crestmore Heights	1500 Castellano Rd, Riverside, CA 92240
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Temecula CAC	41002 County Center Dr, Temecula, CA 92591

**Description of Project:** On May 20, 2014 the county entered into a Program Development Agreement with Chevron Energy Solutions, which is now Engie Services U.S. Inc. (Engie) to provide and construct Energy Conservation Measures (ECMs) at various county facilities. The ECM opportunities focused on solar photovoltaic systems (PV generating facilities) and the enrollment of Riverside County in a special local-government program called the Renewable Energy Self-Generation Bill Credit Transfer (RES¬ BCT) program and tariff. allowed the County to generate solar electricity at one account and transfer any available excess bill credits (in dollars) to another county account-called a "benefitting" account. Engie provided two types of installations--Generating Sites RES-BCT tariff and Net Metering Sites (traditional sites providing a solar power offset for facility) at 15 County locations.

The implementation of the O&M Agreement would result in the provision of the following services to keep the facilities operating efficiently to maximize savings generated by the County.

- Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis and semi-annual where central inverters exist at Ben Clark, Crestmore Heights, Palm Desert, Perris County Coroner, Perris Sheriff, and San Jacinto Animal Shelter.
- Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis, and semi-annual where central inverters exist at Ben Clark, Crestmore Heights, Palm Desert, Perris County Coroner
- Monitoring: System performance will be monitored on a daily basis and evaluated monthly by comparing actual production data and actual local weather data to the production values predicted by PVsyst modeling software. Monthly email reports showing production for the month, production year to date, and monthly percent of expected production shall be generated.
- Cleaning: Dust, dirt, and debris shall be removed from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches and PV modules will be washed and accumulated dust and debris will be removed annually.
- Weed Abatement at Crestmore Heights and San Jacinto Animal Shelter Sites: Use of mechanical equipment will be used to mow or whack the vegetation to a height of 12 inches or less from the ground within the fenced in area enclosing the PV system.

To date, the County has generated 6,232 megawatt hours of energy from its 15 PV generating sites.

Government Code Section 41217 authorizes local governments to enter into energy contracts on terms that are found to be in the best interests of the agency, which allows for the single source as long as the energy cost savings for the services are less than without those services. As Engie has designed, constructed, and operated the County facilities since their inception, they are best suited in experience to provide maintenance and report services that maximize energy savings to the County. In addition, Engie has a performance contract with the County that has identified Guaranteed savings to be met through the production of solar energy, which further demonstrates a commitment to maximize the value of services to the County by maintaining the most efficient equipment feasible. Therefore, the County is entering into a sole source Agreement for the continued maintenance and reporting of the 15 County sites for an additional five-year term. The O&M Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the 15 County solar-generating sites will continue to provide public services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

### Name of Public Agency Approving Project: Riverside County

### Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; and 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, and 15301.

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the operation and maintenance of the 15 County solar-generating sites.

- Section 15301 Existing Facilities: This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the operation and maintenance to the existing 15 solar-generating sites within Riverside County. The use of the facilities would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) "Common Sense" Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The operation and maintenance to the 15 solar-generating sites that would occur as a result of the O&M Agreement will not result in any direct or indirect physical environmental impacts. The use of the facilities would remain unchanged, continuing to provide public services. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:

Date: 5-1-2024

Mike Sullivan, County of Riverside, Facilities Management



DIR Project Registration # \_\_\_\_\_ ENGIE Services Project #: CN-001416 ENGIE Services Contract # R 3642

#### **OPERATION & MAINTENANCE AGREEMENT**

This **OPERATION & MAINTENANCE AGREEMENT** (this "<u>Agreement</u>") is made and entered into as of February 1, 2024 by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("<u>ENGIE Services U.S.</u>"), and **County of Riverside** ("<u>Customer</u>" and together with ENGIE Services U.S. the "<u>Parties</u>" and each of Customer and ENGIE Services U.S. a "<u>Party</u>").

#### RECITALS

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to Customer including, but not limited to, maintenance of Generating Facilities (as defined below); and

WHEREAS, ENGIE Services U.S. has agreed to maintain the Generating Facilities on the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, Customer and ENGIE Services U.S. hereby agree as follows:

#### ARTICLE 1. DEFINITIONS

For purposes of this Agreement and its Attachments, defined terms will have the following meanings:

"Abnormally Severe Weather Conditions" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where O&M Services are then being performed. For the avoidance of doubt, the term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

"Agreement" is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein), as well as all amendments, restatements, supplements and other modifications hereto.

"Annual O&M Fee" means a fee payable annually in advance by Customer to ENGIE Services U.S., in consideration of the provision of O&M Services. The Annual O&M Fee for the first O&M Period will be as stated in the below payment Schedule. The Annual O&M 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 O&M Period.

Payment Schedule:

Year	PV O&M Services	Monitoring Services	Total
1	\$382,102	\$10,858	\$392,960
2	\$393,565	\$11,184	\$404,748
3	\$405,372	\$11,519	\$416,891
4	\$417,533	\$11,865	\$429,398
5	\$430,059	\$12,221	\$442,280

"Applicable Law" means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the O&M Services are undertaken.

"Applicable Permits" means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the O&M Services.

Rev. Date:

"Arbitration Rules" is defined in ARTICLE 9.

"Customer" is defined in the Preamble.

"Dispute" is defined in <u>ARTICLE 9</u>.

"ENGIE Services U.S." is defined in the Preamble.

"Force Majeure" means acts or events that are beyond the reasonable control of the affected Party and not caused by the negligence or fault of the Party affecting, including but not limited to any of the following: (i) acts of God; (ii) acts of a public enemy or terrorist acts: (iii) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (iv) work by local utility; (v) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (vi) sabotage, vandalism, riots or civil disobedience; (vii) labor disputes or strikes; (viii) labor or material shortages, delay in manufacturing and deliveries of equipment and supply chain disruptions (if such delay is caused by an event that would otherwise constitute Force Majeure); (ix) restraint by court order or public authority (whether valid or invalid); (x) inability to obtain or keep in force any Applicable Permit; (xi) epidemic or pandemic; (xii) Abnormally Severe Weather Conditions; (xiii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Project Location and/or other reliable calibrated and appropriate weather station representative of such Project Location; (xiv) requirement by utility that any Generating Facility discontinue operation for any reason; (xv) appropriation or diversion of electricity by sale or order of any Governmental Authority; (xvi) any other action by any Governmental Authority which prevents or inhibits the Parties from carrying out their respective obligations under this Agreement (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xvii) any utility power outage at any Project Location.

"Generating Facility" means each photovoltaic, solar powered generating facility located at a Project Location, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect such solar power plant to the applicable utility meter.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"**Interest**" means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" will be "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

"O&M Commencement Date" means the first day of the month immediately following the later of (i) the full execution of this Agreement, and (ii) ENGIE Services U.S.'s receipt of the Annual O&M Fee for the first O&M Period.

"O&M Period" means each one-year period following the O&M Commencement Date.

"**O&M Services**" means the maintenance services to be performed by ENGIE Services U.S. in accordance with the terms and subject to the conditions of this Agreement.

"Party" and "Parties" are defined in the Preamble.

"**Project Location**" means that area or areas where the Generating Facilities are installed, as set forth in <u>Attachment A</u>.

"Term" is defined in Section 2.02.

#### ARTICLE 2. ANNUAL O&M FEE; TERM

Section 2.01 The Annual O&M Fee for the first O&M Period will be invoiced by ENGIE Services U.S. to Customer in a lump sum upon the execution of this Agreement. All subsequent Annual O&M Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding O&M Period. The Customer, or its designee, will pay ENGIE Services U.S. the Annual O&M Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Customer gives ENGIE Services U.S. prior written notice of its intent to

Rev. Date:

terminate the O&M Services, any failure to timely pay the Annual O&M Fee in accordance with this Agreement will be a material default by Customer hereunder, 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 O&M 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. The Annual O&M Fee is not refundable for any reason.

Section 2.02 So long as Customer pays to ENGIE Services U.S. the Annual O&M Fee, ENGIE Services U.S. will provide the O&M Services with respect to the Generating Facilities at the Project Locations, all as described in this Agreement, for up to five (5) years (the "Term") from the O&M Commencement Date on an annualized basis.

Section 2.03 If (i) Customer notifies ENGIE Services U.S. in writing of its intent to terminate the O&M Services, or (ii) Customer is in default of any of its obligations under this Agreement (including its obligation to pay the Annual O&M Fee), the obligation of ENGIE Services U.S. to provide the O&M Services will also be terminated.

#### ARTICLE 3. MAINTENANCE SERVICES

Section 3.01 ENGIE Services U.S. will provide the following O&M Services during the term:

- (a) <u>Inspection</u>: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis and semi-annual where central inverters exist at Ben Clark, Crestmore Heights, Palm Desert, Perris County Coroner, Perris Sheriff, and San Jacinto Animal Shelter.
- (b) <u>Testing</u>: 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.
  - (i) System performance is evaluated by comparing actual production data and actual local weather data to the production values predicted by PVsyst modeling software. These evaluations are performed monthly; greater-than-predicted degradations may indicate the need for further inspection and possible recommendation for panel washing.
  - Reporting: A web portal will be provided for users to view and download solar production data. A monthly email report showing production for the month, production year to date, and monthly percent of expected production.
- (d) <u>Cleaning</u>:
  - (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.
- (e) Weed Abatement at Crestmore Heights and San Jacinto Animal Shelter Sites

The scope of work includes the use of mechanical equipment to mow or whack the vegetation to a height of 12 inches or less from the ground within the fenced in area enclosing the PV system. We do not use chemicals of any kind for any reason.

Section 3.02 <u>Repair O&M Services</u>. If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repair outside of warranty, Customer must contact the ENGIE Services U.S. PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by ENGIE Services U.S. can be repaired or reconstructed by ENGIE Services U.S. at Customer's request. Customer must submit a request for quotation to the ENGIE Services U.S. PV Operations & Maintenance Manager. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to Customer to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and Customer must execute a work order, on ENGIE Services U.S.'s form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis. Standard Business Hours are Monday through Friday, 7:00a.m. to 5:00 p.m. Non-business Hours & Saturdays Equals 1.5x Rates. Sundays & Holidays Equals 2.0x Rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician <sup>1</sup>	\$/hr.	County Labor Rate

#### Operation & Maintenance Agreement County of Riverside and ENGIE Services U.S.

Hourly Rate – PV Electrical Apprentice Technician <sup>1</sup>	\$/hr.	County Labor Rate
Hourly Rate – Engineering <sup>2</sup>	\$/hr.	\$ 170.00
Hourly Rate – Administrative <sup>2</sup>	\$/hr.	\$ 65.00
Mileage	\$	IRS Rate
Material mark-up %	%	15.00
Lift rental fee	\$	Current Market Price

<sup>1</sup>Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

<sup>2</sup>Escalated according to an inflation rate to the year in which service will occur

Section 3.03 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 Customer on a quarterly basis.

### ARTICLE 4. O&M SERVICES AND EQUIPMENT TO BE COVERED BY CUSTOMER

Section 4.01 ENGIE Services U.S.'s obligations under this Agreement are expressly conditioned upon Customer's payment of the Annual O&M Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- (i) Timely reporting of operating issues, including damage resulting shall be provided within and permitting timely repair of Generating Facilities damaged by District Persons or third parties ;;
- Making the Generating Facilities described herein available to ENGIE Services U.S. as of the O&M Commencement Date;
- (iii) Operating and maintaining security systems associated with the Generating Facilities;
- (iv) Maintaining all landscaping in and around Generating Facilities including tree trimming in areas outside or along the fenced area of the PV system ;
- 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 O&M Services, including reasonable work, parking, and equipment staging areas;
- Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under this Agreement;
- (vii) Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the O&M Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required; and
- (viii) Insuring the Generating Facilities against loss due to acts of God and public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

Section 4.02 ENGIE Services U.S. will have no obligation to provide the O&M Services to the extent such provision of O&M Services is materially adversely affected by Customer's failure to satisfy the conditions set forth in this Agreement.

### ARTICLE 5. SUBCONTRACTORS

Section 5.01 <u>Authority to Subcontract.</u> ENGIE Services U.S. may delegate its duties and performance under this Agreement, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the O&M Services. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 5.02 <u>Prevailing Wages.</u> To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing O&M Services at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the O&M Services is performed. In accordance with California Labor Code §§1773 and 1773.2, Customer will obtain from

the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the O&M Services is to be performed, for each craft, classification or type of worker needed to execute the O&M Services at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. Customer will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

### ARTICLE 6. WARRANTY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS <u>ARTICLE 6</u>, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S., SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 6.01 ENGIE Services U.S. warrants to Customer that material and equipment furnished under this Agreement will be of good quality and new, unless otherwise specifically required or permitted by this Agreement. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of installation ("ENGIE Services U.S. Warranty").

Section 6.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Customer, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Customer. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Customer will contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer will have sole responsibility for such issues.

Section 6.03 The warranties in this <u>ARTICLE 6</u> expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. will not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of installation; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.15 and 338.

### ARTICLE 7. LIMITATION OF LIABILITY; INSURANCE

Section 7.01 <u>Waiver of Consequential Damages and Limitation of Liability</u>. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party will be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

Section 7.02 <u>ENGIE Services U.S. Insurance</u>. Without limiting or diminishing the ENGIE Services U.S.'s obligation to indemnify or hold the County of Riverside harmless, ENGIE Services U.S. shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the Customer herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the ENGIE Services U.S. has employees as defined by the State of California, the ENGIE Services U.S. shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the County of Riverside as Additional Insureds.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ENGIE Services U.S.'s performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insureds.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ENGIE Services U.S. shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insureds.

D. Professional Liability: ENGIE Services U.S. shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ENGIE Services U.S.'s Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ENGIE Services U.S. shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ENGIE Services U.S. has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the County of Riverside as Additional Insureds.

#### E. General Insurance Provisions - All lines:

- Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) ENGIE Services U.S. must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County of Riverside, and at the election of the County's Risk Manager, ENGIE Services U.S.'s carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County of Riverside, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) ENGIE Services U.S. shall cause ENGIE Services U.S.'s insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If ENGIE Services U.S. insurance carrier(s) policies does not meet the minimum notice requirement found herein, ENGIE Services U.S. shall cause ENGIE Services U.S.'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ENGIE Services U.S. shall not commence operations until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of

Insurance

- 5) It is understood and agreed to by the parties hereto that the ENGIE Services U.S.'s insurance shall be construed as primary insurance, and the County of Riverside's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County of Riverside reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the ENGIE Services U.S. has become inadequate.
- ENGIE Services U.S. shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- The insurance requirements contained in this Agreement may be met with a program(s) of selfinsurance acceptable to the County of Riverside.
- 9) ENGIE Services U.S. agrees to notify County of Riverside of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

### ARTICLE 8. CONDITIONS BEYOND CONTROL OF THE PARTIES

If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Agreement by reason of any Force Majeure, such circumstance will not constitute a default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Agreement as a result of any Force Majeure.

### ARTICLE 9. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

If a dispute arises out of or relates to this Agreement, or the services contemplated by this Agreement (a "<u>Dispute</u>"), either Party may initiate the dispute resolution process set forth in this <u>ARTICLE 9</u> by giving notice to the other Party. Senior executives for the Parties will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation.

If the Dispute is not settled by senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then either Party may institute legal or equitable proceedings in accordance with Applicable Law.

This Agreement is governed by and must be interpreted under the laws of the State of California where the O&M Services are performed, without regard to the jurisdiction's choice of law rules.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement will not be affected or impaired thereby, and the rights and obligations of the Parties will be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

### ARTICLE 10. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO ENGIE SERVICES U.S.: ENGIE Services U.S. 500 12<sup>th</sup> St., Suite 300 Oakland CA, 94607 (844) 678-3772 Attention: Jamal Aboueljoud, Director of Project Management

With a COPY TO:	ENGIE Services U.S. 35 North Lake Ave., Suite 900 Pasadena, CA 91101 Tel: 626-377-4948 Attention: Contract Administrator
TO CUSTOMER:	County of Riverside 3450 14th Street, Suite 300 Riverside, CA 92501 Tel: 951-955-8009
	Attention: Facilities Maintenance Energy Department

### ARTICLE 11. CONSENTS

Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Agreement, and this Agreement does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the other Party's performance under this Agreement.

#### ARTICLE 12. CONSTRUCTION OF AGREEMENT

This Agreement is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it will not be construed for or against either Party, but will be construed in a manner that most accurately reflects the intent of the Parties when such Agreement was executed. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

#### ARTICLE 13. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Agreement will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

#### ARTICLE 14. NO WAIVER

The failure of ENGIE Services U.S. or Customer to insist upon the strict performance of this Agreement will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or Customer.

#### ARTICLE 15. HEADINGS

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

#### ARTICLE 16. COUNTERPARTS; INTEGRATION

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by email or fax will be effective as delivery of a manually executed counterpart of this Agreement.

[the Parties' signatures appear on the following page]

### Operation & Maintenance Agreement County of Riverside and ENGIE Services U.S.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement by their duly authorized officers on the date first above written.

ENGIE SERVICES U.S.:

ENGIE Services U.S. Inc.

KuKin By:

Name: Courtney Jenkins Vice President and General Manager Title: CUSTOMER:

County of Riverside

By:

Name: CHUCK WASHINGTON

Title: CHAIR, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL BY RYAND YABKO

ATTEST: KIMBERLY A. RECTOR, Clerk By C

Rev. Date:

JUL 3 0 2024 3.26

### Operation & Maintenance Agreement County of Riverside and ENGIE Services U.S.

# ATTACHMENT A PROJECT LOCATIONS

Location	Address
Ben Clark Training Center(BCTC)	16763 Davis Ave, Riverside, CA 92518
Ben Clark NEM-A	16791 Davis Ave, Riverside, CA 92518
Cabazon Sheriff	50290 Main St, Cabazon, CA 92230
Crestmore Heights	1500 Castellano Rd, Riverside, CA 92240
Desert Hot Springs Mental Health	14320 Palm Dr, Desert Hot Springs, CA 92240
Hemet Sheriff Station	43950 Acacia Ave, Hemet, CA 92544
Palm Desert Sheriff	73700 Gerald Ford Dr, Palm Desert, CA 92211
Palm Springs CAC	3255 E Tahquitz Canyon Way, Palm Springs, CA 92262
Perris County Coroner	800 S Redlands Ave, Perris, CA 92570
Perris Sheriff	308 E San Jacinto Ave, Perris, CA 92570
Riverside Animal Shelter	6851 Van Buren Blvd, Jurupa Valley, CA 92509
Rubidoux Health Clinic	5256 Mission Blvd, Riverside, CA 92509
San Jacinto Animal Shelter-CP	581 S Grand Ave, San Jacinto, CA 92582
San Jacinto Animal Shelter-GM	581 S Grand Ave, San Jacinto, CA 92582
Temecula CAC	41002 County Center Dr, Temecula, CA 92591

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Rose Salgado Director of Facilities Management

Date: May 13,2024

From:	Rose Salgado
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To: Board of Supervisors/Purchasing Agent

Via: Mike Sullivan (951) 955-8009

Subject: Sole or Single Source Procurement; Request for operation and maintenance services at 15 County solar-generating sites

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote	Supplier Sole Source Letter	I Final draft agreement
☐ Final draft Form 11 ☐ Other:	H-11 approved by RCIT/TSOC	Grant Agreement

1. Requested Supplier Name: Engle Supplier ID: 0000217970

- a. Describe the goods/service being requested:
  - Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis and semi-annual where central inverters exist at Ben Clark, Crestmore Heights, Palm Desert, Perris County Coroner, Perris Sheriff, and San Jacinto Animal Shelter;
  - Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis, and semi-annual where central inverters exist at Ben Clark, Crestmore Heights, Palm Desert, Perris County Coroner;
  - Monitoring: System performance will be monitored on a daily basis and evaluated monthly by comparing actual production data and actual local weather data to the production values predicted by PVsyst modeling software. Monthly email reports showing production for the month, production year to date, and monthly percent of expected production shall be generated;

Facilities Management 3450 14th Street, Suite 200 Riverside CA 92501 Main Line: 951.955.3345 Fax: 951.955.4828 Facilities Emergency 24-Hour Line: 951.955.4850

Project Management Office Maintenance & Custodial Real Estate & Parking Energy Efficiency Administration

Success means exceeding our customer's expectations.

- Cleaning: Dust, dirt, and debris shall be removed from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches and PV modules will be washed and accumulated dust and debris will be removed annually; and
- Weed Abatement at Crestmore Heights and San Jacinto Animal Shelter Sites: Use of mechanical equipment will be used to mow or whack the vegetation to a height of 12 inches or less from the ground within the fenced in area enclosing the PV system.
- b. Explain the unique features of the goods/services being requested from this supplier: Supplier installed all equipment and has a vested interest in performance of solar equipment as there is a guarantee associated with the Loan repayment of the facilities. The guarantee ensures a specified annual return of solar savings of to the County. As a result, supplier has expert knowledge of the performance of the system and has developed reporting technology as well to make sure equipment has a maximum uptime of peak operational performance. Attempting to bring in an outside supplier would take substantial resources to learn the system and would jeopardize the guarantee associated with loan.
- c. What are the operational benefits to your department? Supplier of O&M and Monitoring Services is the proprietor and installer all the equipment. Supplier has been performing the services for the previous five years and has superior knowledge of the systems function expertise in maximizing its efficiency. In addition, the supplier has a vested interest in performing services at a superior level as they are bound to a performance guarantee of the system to ensure that solar savings to the County are as promised as part of project approval. Supplier has been a vital partner in providing the County with green energy.
- d. Provide details on any cost benefits/discounts.

Supplier has been performing services to the solar-generating facilities for the previous five years and through its product development has developed reporting software and tracking that allows the County to see real time performance, ensuring efficient operation of the system. Supplier has also committed to superior response times and has the expertise needed to keep the system operating at a peak level.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

🗌 Yes 🛛 🖾 No

- a. If yes, please explain why you are requesting to utilize an SSJ process? \_\_\_\_
- 3. Has your department previously requested/received an assigned tracking number for a single or

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sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# 🛛 No

a. What was the total annual and aggregate amount?

4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Description:	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
One-time Costs:						
N/A						
Ongoing Costs:						
O&M and						
Monitoring Services	\$392,960	\$404,748	\$416,891	\$429,398	\$442,280	\$2,086,277
Total Costs	\$392,960	\$404,748	\$416,891	\$429,398	\$442,280	\$2,086,277

ert additional rows as needed

5. Period of Performance: 2024-2028

Ratify Start Date (if applicable): 1-1-2024

Initial Term Start Date: 1-1-2024 End Date: 12-31-2028

Number of renewal options (please provide those options: (i.e., one year with an option to

renew four additional one-year periods): \_\_0 \_\_\_

Aggregate Term/End Date: 12-31-2028

6. Projected Board of Supervisor Date (if applicable): July 9 2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

**Print Name** 

14/2024

Department Head Signature (Executive Level Designee)

-

PCS Reviewed:

Misty Alderaan

Misty Alderaan Signature

6/18/2024

**Print Name** 

Date

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Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to <u>psolesource@rivco.org</u>, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: \_\_\_\_\_

Not to exceed:

One-time \$\_\_\_\_\_

Annual Amounts reflected in completed chart for Question #4

Total Cost \$2,086,277

Aggregate Amount \$\_\_\_\_\_

Melissa Curtis

7/1/2024

Date

Purchasing Agent Signature (Reference on Purchasing Documents Tracking Number

25-004

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