

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
EIGHT HUNDRED TWENTY-SEVENTH MEETING
Thursday, April 15, 2021
5:30 p.m.
(1050 Wilson Blvd., El Dorado Hills, CA)

ATTENTION

Residents planning to address the Board of Directors at this Board meeting: due to the concerns about the COVID-19 virus, we respectfully ask if you are feeling ill for any reason not to attend in person.

Please submit your comments in writing to inquiries@edhfire.com and they will be entered into the public record. If you are healthy and chose to attend the meeting, we ask that you maintain a six-foot buffer between you and others, as suggested by the State Department of Public Health.

Thank you for your understanding during these challenging times.

NOTE

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 916-933-6623; ext. 1038, at least two (2) days prior to the meeting.

- I. Call to Order
- II. Closed Session
 - A. Closed Session pursuant to Government Code Section 54956.8, Conference with Real Property Negotiations; Items under Negotiation: Potential for acquisition of property, Price and Terms; Agency Negotiators Chief and Administrative Committee; Landowner Negotiator: Matthew Kannabe; Property Under Consideration: approximately 5 acres at Golden Foothill Parkway and Cypress Point Court APN117-082-05-100
 - B. Closed Session pursuant to Government Code Section 64956.9 (d)(2); significant exposure to litigation; One Potential Matter
- III. Pledge of Allegiance
- IV. Presentation
- V. Consent Calendar (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)
 - A. Approve Minutes of the 825th Board meeting held March 18, 2021
 - B. Approve Financial Statements and Check Register for March 2021
End Consent Calendar
- VI. Oral Communications
 - A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.

- VII. Correspondence
- VIII. Attorney Items
- IX. Committee Reports
 - A. Administrative Committee (Directors Durante and Hartley)
 - B. Finance Committee (Directors Bennett and Giraudo)
 - C. Joint Powers Authority (Directors Giraudo and White)
 - D. Communications (Ad-Hoc) (Directors Bennett and Durante)
 - E. Training Center (Ad-Hoc) (Directors Hartley and White)
- X. Fire Chief's Report
- XI. Operations Report
 - A. Operations Report (Receive and File)
- XII. Community Risk Reduction Report
 - A. CRRD Report (Receive and File)
- XIII. Fiscal Items
 - A. Review and approve 2020/21 Mid-Year Budget
- XIV. New Business
 - A. Review and approve Resolution 2021-02 documenting the agreement between the Board of Directors and Classic Miscellaneous employees to increase the CalPERS cost share percentage to 8% effective July 13, 2021
 - B. Review and approve utilization of LA County Fire contract to purchase ImageTrend RMS software, including implementation and annual license costs not to exceed \$50,000 in FY2020/21
 - C. Review and approve utilization of public agency contract for IDT Plans for CRRD, including implementation and annual license costs
 - D. Review and approve option to purchase solar panels and terminate the solar lease with Technology Credit Corporation
 - E. Discuss/Authorize Fire Chief to draft Letter of intent for further exploration of Dispatch Services
 - F. Review and discuss LAFCO Special District Election ballot
- XV. Old Business
 - A. Rescue Annexation Update
 - B. Training Facility Update
 - C. EDHCSD/EDHFD 2x2 update (Directors Hartley and White)
- XVI. Oral Communications
 - A. Directors
 - B. Staff
 - C. Schedule upcoming committee meetings
- XVII. Adjournment

Note: Action may be taken on any item posted on this agenda.

This Board meeting is normally recorded.

EL DORADO HILLS COUNTY WATER DISTRICT

EIGHT HUNDRED TWENTY-SIXTH MEETING OF THE BOARD OF DIRECTORS

Thursday, March 18, 2021

5:30 p.m.

District Office, 1050 Wilson Boulevard, El Dorado Hills, CA 95762

I. CALL TO ORDER

President White called the meeting to order 5:30 p.m. Directors in attendance: Bennett, Durante, Giraud, Hartley, and White. Staff in attendance: Chief Johnson and Director of Finance Braddock. Counsel Cook was also in attendance.

Meeting adjourned to closed session at 5:30 p.m.

II. Closed Session

- A. **Closed Session pursuant to Government Code Section 54956.8, Conference with Real Property Negotiations; Items under Negotiation: Potential for acquisition of property, Price and Terms; Agency Negotiators Chief and Administrative Committee; Landowner Negotiator: Matthew Kannabe; Property Under Consideration: approximately 5 acres at Golden Foothill Parkway and Cypress Point Court APN117-082-05-100**

The meeting reconvened at 6:01 p.m. The Board took no action during closed session.

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATION

- A. **Letter of Recognition** – Chief Hall presented a letter of recognition to Captain Wilkey for above and beyond service on a call where they presented a birthday cake to a patient's wife after transporting her husband. Firefighter Schlange and Engineer Wesson were also recognized but were unable to attend the meeting.

V. CONSENT CALENDAR

- A. **Approve Minutes of the 825th Board meeting held February 18, 2021**
B. **Approve Financial Statements and Check Register for February 2021**

Director Hartley made a motion to approve the Consent Calendar, seconded by Director Durante and unanimously carried.

VI. ORAL COMMUNICATIONS

- A. **EDH Professional Firefighters** – Captain Wilkey, President, reported that COVID related calls are starting to decline as more people are vaccinated and the crews are doing well.
B. **EDH Firefighters Association** – None
C. **Public Comment** – None

VII. CORRESPONDENCE – None

VIII. ATTORNEY ITEMS – None

IX. COMMITTEE REPORTS

- A. Administrative Committee (Directors Durante and Hartley) –** Director Hartley presented an outline of the Strategic Plan process.
- B. Finance Committee (Directors Bennett and Giraud) –** Director Bennett stated that the committee met to discuss the Employee Recognition Policy and the committee is recommending that some of the ambiguous language be revised.
- C. Joint Powers Authority (Directors Hartley and Giraud) –** No report.
- D. Communications (Ad-Hoc) (Directors Bennett and Durante) –** Director Durante stated that the committee did not have any updates for the Board but asked that he be involved in future external meetings on the communications topic so that the committee members can better understand the options. It was decided that Staff would include the directors in meetings at Chief’s discretion.
- E. Training Center (Ad-Hoc) (Directors Hartley and White) –** No report.

X. FIRE CHIEF’S REPORT – Chief Johnson reported the following to the Board:

- The conference room is set up for Zoom and Staff is working on completing training prior to offering a Zoom option for future Board meetings.
- Congratulations to Inspector Bryce DeWitt who was promoted to Staff Sergeant in the Air Force reserves.
- Staff has completed the Captain’s test and Defensible Space Inspector interviews and is preparing for the Prevention Specialist interviews and Firefighter testing in the near future.
- Thank you to 3604 for their collaboration and the relationship with Administration.

XI. OPERATIONS REPORT

- A. Operations Report (Receive and file) –** Chief Hall reported that the crews completed residential hose evolution and ladder training and the call volume is increasing as things open back up. He added that he expects the new Engines to be delivered in late August or September.

XII. COMMUNITY RISK REDUCTION REPORT

- A. CRRD Report (Receive and file) –** Chief Phillips stated that community development is still very active and busy and thanked the CERT team for their participation in the vaccination clinics.

XIII. FISCAL ITEMS – None

XIV. NEW BUSINESS

- A. Review and approve Resolution 2021-01 of the Board of Directors to execute its statutory authority to abate weeds on properties which said weeds constitute a public nuisance –** Chief Phillips presented Resolution 2021-01 initiating the 2021 weed abatement program.

Director Giraud made a motion to approve Resolution 2021-01 of the Board of Directors to execute its statutory authority to abate weeds on properties which said weeds constitute a public nuisance, seconded by Director Durante, and unanimously carried. (Roll Call: Ayes: 5; Noes: 0)

XV. OLD BUSINESS

- A. Rescue Annexation Update** – Chief Johnson stated that Staff is meeting with the County and there are no updates for the Board at this point.
- B. Training Facility Update** – No report.
Richard Ross, resident, stated his concerns about the current training center proposal and the optics and potential negative affects that moving forward with the project can have on the public opinion of the Fire District.

Item taken out of order. Continued from Item X. Fire Chief’s Report. Director of HR Hall updated the Board on the status of updating the District policies stating that a policy review committee has been established and is working through changes to many of the existing policies.

- C. EDHCSD/EDHFD 2x2 update (Directors Hartley and White)** – No report.

XVI. ORAL COMMUNICATIONS

- A. Directors** – Director Bennett congratulated Inspector DeWitt on his promotion, Director Hartley congratulated the recognized crew for their above and beyond service, and Director White thanked the friends and family members that support the Firefighters.
- B. Staff** – Chief Johnson thanked the crews for their service and thanked the women that work for the District in honor of International Women’s Month.
- C. Schedule upcoming committee meetings** – None

XVII. ADJOURNMENT

Director Durante made a motion to adjourn the meeting, seconded by Director Bennett and unanimously carried.

The meeting adjourned at 7:24 p.m.

Approved:

Tim White, President

Jessica Braddock, Board Secretary

This is a summary of the meeting. Board Meetings are recorded, and anyone wanting to listen to the full meeting recording should contact the main office at 916-933-6623 or inquiries@edhfire.com.

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2021



	FINAL Full Year Budget FY20/21	Actual March 2021	Actual YTD March 31, 2021	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
Revenue						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	19,490,891	549,878	11,547,826	(7,943,065)		} Property Tax Revenue on target to budget
3270 · Unsecured Tax Revenue	353,986	37,505	378,364	24,378		
3280 · Homeowners Tax Revenue	157,520	-	78,148	(79,373)		
3320 · Supplemental Tax Revenue	370,000	1,551	238,315	(131,685)		
3330 · Sacramento County Revenue	31,170	-	16,934	(14,235)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,900	780	22,242	(14,658)		
3335.3 · Latrobe Base Transfer	82,000	-	-	(82,000)		
3340 · Property Tax Administration Fee	(433,893)	-	(387,314)	46,579		
Total 3240 · Tax Revenue	20,088,575	589,714	11,894,516	(8,194,059)	59%	
3505 · Misc. Revenue, Vacant Lot	-	786	(7,783)	(7,783)	N/A	Weed abatement costs incurred not yet fully collected through property tax liens
3506 · Misc. Revenue, Fire Prev. Fees	200,000	39,932	146,080	(53,920)	73%	
3510 · Misc. Operating Revenue						
3512 · JPA Revenue	1,150,000	95,833	862,500	(287,500)	75%	
3513 · Rental Income (Cell site)	54,180	4,515	40,635	(13,545)	75%	
3514.1 · Operating Grants Revenue	175,896	-	203,181	27,285	116%	CARES Act Grant funds received in Oct-20; Additional CARES ACT Grant funds received from JPA in Jan-21
3514.2 · Capital Grants Revenue	66,764	-	66,764	-	100%	AFG Grant Funds received in Nov-20
3515 · OES/Mutual Aid Reimbursement	432,000	-	1,717,802	1,285,802	398%	Severe fire season Interest rates significantly lower than budget (yield has declined from 1.967 in Jan-20 to 0.458 in Jan-21)
3520 · Interest Earned	300,000	264	51,501	(248,499)	17%	Unanticipated workers' compensation reimbursements; Rescue reimbursement for Admin (unbudgeted)
3510 · Misc. Operating Revenue - Other	95,000	13,020	150,135	55,135	158%	
Total 3510 · Misc. Operating Revenue	2,273,840	113,631	3,092,518	818,678	136%	
Total Operating Revenue	\$ 22,562,414	\$ 744,064	\$ 15,125,330	\$ (7,437,084)	67%	
3550 · Development Fee						
3560 · Development Fee Revenue	1,400,000	159,787	927,077	(472,923)	66%	Development fee revenue trending slightly lower than budget
3561 · Development Fee Interest	-	2,951	13,941	13,941	100%	
Total 3550 · Development Fee	1,400,000	162,738	941,017	(458,983)	67%	
3568 · Proceeds from Insurance	-	-	-	-	0%	
3570 · Proceeds from Sale of Assets	-	-	3,785	3,785	100%	
Total Revenue	\$ 23,962,414	\$ 906,802	\$ 16,070,133	\$ (7,892,282)	67%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2021



	FINAL Full Year Budget FY20/21	Actual March 2021	Actual YTD March 31, 2021	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	6,943,601	533,561	5,334,045	1,609,556	77%	
6011 · Education/Longevity Pay	506,548	39,404	368,421	138,127	73%	
6016 · Salaries & Wages, Admin/Prev	927,463	77,844	718,266	209,198	77%	
6017 · Intern/Volunteer Stipends	3,000	-	1,105	1,895	37%	
6018 · Director Pay	16,000	1,100	7,800	8,200	49%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,843,249	172,897	1,096,798	746,451	60%	
6019.2 · Overtime, Outside Aid	360,000	-	1,256,886	(896,886)	349%	
6019.3 · Overtime, JPA	150,000	15,202	247,294	(97,294)	165%	
Total 6019 · Overtime	2,353,249	188,100	2,600,977	(247,729)	111%	Higher OT due to severe fire season (strike team OT) and COVID Emergency Responder Leave
6020 · P.E.R.S. Retirement	3,074,979	141,623	2,657,941	417,037	86%	Annual required lump sum payments made in Jul-20
6030 · Workers Compensation	621,404	100,169	452,417	168,987	73%	
6031 · Life Insurance	6,671	509	4,651	2,020	70%	
6032 · P.E.R.S. Health Benefits	1,798,141	141,498	1,433,169	364,972	80%	Apr premium paid in Mar
6033 · Disability Insurance	21,122	3,422	17,110	4,012	81%	
6034 · Health Cost of Retirees	1,063,825	65,551	968,207	95,618	91%	Lump sum payment of \$300k made in Sept;
6040 · Dental/Vision Expense	222,360	22,764	136,287	86,073	61%	Apr premium paid in Mar
6050 · Unemployment Insurance	15,120	86	11,396	3,724	75%	Timing of employee HRA use
6070 · Medicare	156,195	12,319	131,684	24,511	84%	
Total 6000 · Salaries & Wages	17,729,678	1,327,949	14,843,476	2,886,202	84%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	52,200	-	47,626	4,574	91%	Uniform allowance paid in Jul-20 and Jan-21
6102 · Other Clothing & Personal Supplies	120,225	1,930	11,260	108,964	9%	Delayed timing of purchases
Total 6100 · Clothing & Personal Supplies	172,425	1,930	58,886	113,539	34%	
6110 · Network/Communications						
6111 · Telecommunications	37,750	2,995	31,023	6,727	82%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2021



	FINAL Full Year Budget FY20/21	Actual March 2021	Actual YTD March 31, 2021	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
6112 · Dispatch Services	60,000	-	23,929	36,071	40%	Timing of dispatch invoices
6113 · Network/Connectivity	58,262	2,183	34,337	23,925	59%	Timing of internet upgrade
Total 6110 · Communications	156,011	5,178	89,289	66,723	57%	
6120 · Housekeeping	54,311	5,545	39,370	14,942	72%	
6130 · Insurance						
6131 · General Insurance	66,000	-	65,761	239	100%	Insurance Premium paid through 10/31/20
Total 6130 · Insurance	66,000	-	65,761	239	100%	
6140 · Maintenance of Equipment						
6141 · Tires	25,000	6,737	30,769	(5,769)	123%	
6142 · Parts & Supplies	35,000	7,495	32,628	2,372	93%	
6143 · Outside Work	160,000	33,479	105,445	54,555	66%	
6144 · Equipment Maintenance	42,960	1,630	11,399	31,561	27%	
6145 · Radio Maintenance	16,680	2,922	12,001	4,679	72%	
Total 6140 · Maintenance of Equipment	279,640	52,263	192,242	87,398	69%	Overall, maintenance is running slightly favorable to budget
6150 · Maintenance, Structures & Ground	171,867	4,566	95,405	76,462	56%	Timing of station maintenance projects
6160 · Medical Supplies						
6161 · Medical Supplies	80,931	6,767	69,911	11,020	86%	COVID-19 Supplies (partially reimbursed by grants)
Total 6160 · Medical Supplies	80,931	6,767	69,911	11,020	86%	
6170 · Dues and Subscriptions	14,044	830	12,909	1,135	92%	Prepaid Business Park Homeowners, CA Fire Chiefs' Assn., Survey Monkey, and other prepayment of annual subscriptions
6180 · Miscellaneous						
6181 · Miscellaneous	12,000	731	4,512	7,488	38%	
6182 · Honor Guard	2,600	-	6,678	(4,078)	257%	Honor Guard Camp Reimbursement to agencies
6183 · Explorer Program	4,087	1,134	1,204	2,883	29%	
6184 · Pipes and Drums	3,000	-	410	2,590	14%	
Total 6180 · Miscellaneous	21,687	1,866	12,804	8,883	59%	
6190 · Office Supplies	29,443	2,297	17,625	11,818	60%	
6200 · Professional Services						
6201 · Audit	15,900	-	14,550	1,350	92%	Audit completed in Nov-20
6202 · Legal/Human Resources	242,118	61,913	167,562	74,555	69%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2021



	FINAL Full Year Budget FY20/21	Actual March 2021	Actual YTD March 31, 2021	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
6203 · Notices	2,500	-	198	2,302	8%	
6204 · Other Professional Services	111,144	6,970	76,761	34,383	69%	
6205 · Elections/Tax Administration	25,000	-	35,761	(10,761)	143%	Elections 2020 higher than budget
6206 · Public Relations	6,400	-	3,105	3,295	49%	
Total 6200 · Professional Services	403,062	68,884	297,937	105,125	74%	
6210 · Information Technology						
6211 · Software Licenses/Subscriptions	178,640	21,885	87,036	91,605	49%	Timing of budgeted Firehouse replacement software
6212 · IT Support/Implementation	205,076	9,082	73,721	131,355	36%	Timing of IT billing/projects
6213 · IT Equipment	25,398	9,968	39,867	(14,469)	157%	Switch replacement project, battery tower and firewall project completed
Total 6210 · Information Technology	409,114	40,936	200,624	208,490	49%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	55,299	13,412	40,236	15,063	73%	
6222 · Solar Lease	69,108	5,759	35,904	33,204	52%	Solar lease credits recognized Jul-20 thru Jan-21
Total 6220 · Rents and Leases	124,407	19,171	76,140	48,267	61%	
6230 · Small Tools and Supplies	75,275	3,799	51,397	23,878	68%	
6240 · Special Expenses						
6241 · Training	143,821	5,077	52,830	90,991	37%	Training restricted due to COVID-19
6242 · Fire Prevention	81,300	(930)	27,134	54,166	33%	Timing of weed abatement season
Total 6240 · Special Expenses	225,121	4,147	79,965	145,156	36%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	80,000	8,950	51,263	28,737	64%	
6252 · Travel	35,000	602	10,097	24,903	29%	Travel/Meals budgeted for training restricted due to COVID-19
6253 · Meals & Refreshments	19,000	3,147	9,224	9,776	49%	
Total 6250 · Transportation and Travel	134,000	12,699	70,583	63,417	53%	
6260 · Utilities						
6261 · Electricity	18,400	1,329	7,564	10,836	41%	Timing of annual true-ups
6262 · Natural Gas/Propane	22,200	4,269	16,466	5,734	74%	
6263 · Water/Sewer	16,200	1,313	12,523	3,677	77%	
Total 6260 · Utilities	56,800	6,910	36,553	20,247	64%	
Total Operating Expenditures	\$ 20,203,816	\$ 1,565,738	\$ 16,310,876	\$ 3,892,940	81%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending March 31, 2021



	FINAL Full Year Budget FY20/21	Actual March 2021	Actual YTD March 31, 2021	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
Operating Revenue - Operating Expenditures	\$ 2,358,598	\$ (821,674)	\$ (1,185,545)	\$ 3,544,144		
6560 · Pension UAL Lump Sum Payment	1,000,000	-	-	1,000,000	0%	Timing of transfer to PARS
6570 · OPEB UAL Lump Sum Payment	11,870	-	-	11,870	0%	
6720 · Fixed Assets	2,000,805	13,947	237,870	1,762,935	12%	Timing of capital expenditures
Total Expenditures	\$ 23,216,491	\$ 1,579,685	\$ 16,548,746	\$ 6,667,745	71%	
Total Revenue - Total Expense	\$ 745,923	\$ (672,883)	\$ (478,613)	\$ (1,224,537)		
Less: Development Fee Revenue	(1,400,000)		(941,017)			
Add: Development Fee Qualified Expenditures	1,047,250		13,987			
Total Revenue - Total Expense Net of Dev Fees	\$ 393,173		\$ (1,405,644)			

El Dorado Hills Fire Department

4/8/2021 5:20 PM

Register: 1000 · Bank of America
 From 03/01/2021 through 03/31/2021
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/01/2021	EFT	De Lage Landen Fina...	6190 · Office Supplies	Account # 988...	230.59	X		229,596.90
03/01/2021	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 11048...	44,651.67	X		184,945.23
03/01/2021	EFT	Sterling Administrati...	-split-		300.00	X		184,645.23
03/01/2021	EFT	Technology Credit C...	-split-	Mar-21	5,759.00	X		178,886.23
03/01/2021	EFT	VSP Vision Care	6043 · Vision Insurance	Mar-21	452.03	X		178,434.20
03/01/2021	23891	7th Dimension LLC	-split-		2,549.02	X		175,885.18
03/01/2021	23892	4640 Golden Foothill...	-split-	Invoice # 2123...	15,167.75	X		160,717.43
03/01/2021	23893	Advanced IPM	-split-		322.00	X		160,395.43
03/01/2021	23894	Advanced Traffic Pro...	6142 · Parts & Supplies		2,863.58	X		157,531.85
03/01/2021	23895	AP Triton Consulting...	6204 · Other Professio...	Invoice # 2021...	4,000.00	X		153,531.85
03/01/2021	23896	Aramark	-split-	Acct. # 792270...	82.40	X		153,449.45
03/01/2021	23897	Arnolds for Awards	6102 · Other Clothing ...		39.90	X		153,409.55
03/01/2021	23898	Blue Ribbon Personn...	6016 · Salaries & Wag...		816.96	X		152,592.59
03/01/2021	23899	CA Assoc. of Profess...	-split-	March 2021	1,711.00	X		150,881.59
03/01/2021	23900	Carahsoft Technolog...	-split-		916.17	X		149,965.42
03/01/2021	23901	David Taussig and A...	6204 · Other Professio...	Invoice # 2101...	464.99	X		149,500.43
03/01/2021	23902	Deal Heating & Air, ...	6150 · Maintenance,Str...		1,114.45	X		148,385.98
03/01/2021	23903	Doug Veerkamp Gen...	-split-		13,931.32	X		134,454.66
03/01/2021	23904	AT&T Mobility	6204 · Other Professio...		84.48	X		134,370.18
03/01/2021	23905	Larry R. Fry	6034 · Health Cost of ...		207.90	X		134,162.28
03/01/2021	23906	The Home Depot Pro	-split-	Supplies	210.59	X		133,951.69
03/01/2021	23907	InterState Oil Compa...	-split-		2,722.86	X		131,228.83
03/01/2021	23908	KME Fire Apparatus	-split-		553.11	X		130,675.72
03/01/2021	23909	Life Assist	-split-		3,213.87	X		127,461.85
03/01/2021	23910	North State Tire Co., ...	-split-		3,180.55	X		124,281.30
03/01/2021	23911	Kaiser Foundation H...	-split-	Account # 320...	9,660.00	X		114,621.30
03/01/2021	23912	Ponderosa Auto Expr...	6143 · Outside Work		113.30	X		114,508.00
03/01/2021	23913	Preferred Alliance, Inc.	6202 · Legal/Human R...	Invoice # 0164...	42.00	X		114,466.00
03/01/2021	23914	Regional Governmen...	6202 · Legal/Human R...	Invoice # 11781	400.00	X		114,066.00
03/01/2021	23915	Riebes Auto Parts	-split-		566.57	X		113,499.43
03/01/2021	23916	Rotary	-split-	Feb 2021 Dues	280.00	X		113,219.43
03/01/2021	23917	Signal Perfection Ltd	-split-		13,947.32	X		99,272.11
03/01/2021	23918	Signal Service	6150 · Maintenance,Str...	Invoice # 329463	126.00	X		99,146.11
03/01/2021	23919	Sutphen Corporation	6142 · Parts & Supplies	Invoice # 4004...	243.87	X		98,902.24
03/01/2021	23920	Trace Analytics, Inc.	6144 · Equipment Mai...	Invoice # 21-0...	178.00	X		98,724.24
03/01/2021	23921	West Coast Frame/C...	6143 · Outside Work	Invoice # 58578	4,300.64	X		94,423.60
03/02/2021	EFT	Sterling Administrati...	-split-		70.19	X		94,353.41
03/02/2021	EFT	Sterling Administrati...	-split-		685.25	X		93,668.16
03/02/2021	EFT	Sterling Administrati...	-split-		300.00	X		93,368.16
03/03/2021	EFT	Sterling Administrati...	-split-		832.00	X		92,536.16

El Dorado Hills Fire Department

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Register: 1000 · Bank of America
 From 03/01/2021 through 03/31/2021
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/04/2021	EFT	Sterling Administrati...	-split-		125.00	X		92,411.16
03/05/2021		Transfer from Paypal	1010 · Paypal	Deposit		X	35,603.93	128,015.09
03/05/2021	EFT	ADP HCM	6204 · Other Professio...	Workforce No...	255.50	X		127,759.59
03/08/2021		Transfer from LAIF	1074 · Local Agency I...	Confirm #1629...		X	800,000.00	927,759.59
03/08/2021	EFT	P. G. & E.	-split-	Jan-21	45.32	X		927,714.27
03/08/2021	EFT	P. G. & E.	-split-	Feb-21	645.00	X		927,069.27
03/09/2021		Deposit	-split-	Deposit		X	116,195.04	1,043,264.31
03/09/2021	EFT	Sterling Administrati...	-split-		202.25	X		1,043,062.06
03/10/2021	EFT	P.E.R.S. Retirement	-split-	PR21-3-1	107,946.23	X		935,115.83
03/10/2021	EFT	Sterling Administrati...	6204 · Other Professio...		404.00	X		934,711.83
03/11/2021		Deposit	1114 · Due from other ...	USDA Treasur...		X	79,583.15	1,014,294.98
03/11/2021		Transfer from County	1072 · Fund Balance - ...	Transfer from ...		X	117,332.86	1,131,627.84
03/11/2021	EFT	Nationwide Retireme...	-split-	PR21-3-1	22,462.22	X		1,109,165.62
03/11/2021	EFT	P.E.R.S. ING	-split-	PR21-3-1	3,211.23	X		1,105,954.39
03/11/2021	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Ref # 1814031...	24,236.11	X		1,081,718.28
03/11/2021	EFT	Sterling Administrati...	-split-		110.00	X		1,081,608.28
03/11/2021	EFT	P. G. & E.	-split-	Feb-21	9.86	X		1,081,598.42
03/11/2021	23922	7th Dimension LLC	6213 · IT Equipment		6,643.69	X		1,074,954.73
03/11/2021	23923	A-CHECK	6202 · Legal/Human R...	Inv # 59-06382...	2.50	X		1,074,952.23
03/11/2021	23924	Advantage Gear, Inc.	-split-		1,134.39	X		1,073,817.84
03/11/2021	23925	Aflac	2100 · Payroll Liabilities	Inv # 588595	432.10	X		1,073,385.74
03/11/2021	23926	Blue Ribbon Personn...	6016 · Salaries & Wag...		816.96	X		1,072,568.78
03/11/2021	23927	Burkett's	6190 · Office Supplies	Invoice # 1451...	160.82	X		1,072,407.96
03/11/2021	23928	Capital Building Mai...	-split-	Invoice # 12687	264.92	X		1,072,143.04
03/11/2021	23929	Doug Veerkamp Gen...	-split-		2,804.33	X		1,069,338.71
03/11/2021	23930	InterState Oil Compa...	-split-		706.25	X		1,068,632.46
03/11/2021	23931	Kronos	6211 · Software Licens...		18.89	X		1,068,613.57
03/11/2021	23932	Liebert Cassidy Whit...	6202 · Legal/Human R...		11,552.00	X		1,057,061.57
03/11/2021	23933	Managed Health Net...	6204 · Other Professio...	Invoice # PRM...	654.59	X		1,056,406.98
03/11/2021	23934	PowerGen Inc.	-split-		90.68	X		1,056,316.30
03/11/2021	23935	Riebes Auto Parts	6142 · Parts & Supplies		25.74	X		1,056,290.56
03/11/2021	23936	Standard Insurance Co.	6031 · Life Insurance	Policy # 00 35...	509.20	X		1,055,781.36
03/11/2021	23937	West Coast Frame/C...	6143 · Outside Work	Invoice # 58957	1,536.03	X		1,054,245.33
03/11/2021	23938	Bobbi Bennett	-split-	Feb-20	200.00	X		1,054,045.33
03/11/2021	23939	Greg F. Durante (Dir...	-split-	Feb-20	300.00	X		1,053,745.33
03/11/2021	23940	Charles J. Hartley	-split-	Feb-20	200.00	X		1,053,545.33
03/11/2021	23941	John Giraud	-split-	Feb-20	200.00	X		1,053,345.33
03/11/2021	23942	Timothy J. White	-split-	Feb-20	200.00			1,053,145.33
03/11/2021	23943	Chase Bank	2029 · Other Payable	Feb 2021	400.00	X		1,052,745.33
03/11/2021	23944	Wells Fargo Bank	2026 · EDH Associate...	Feb 2021	5,168.80			1,047,576.53

El Dorado Hills Fire Department

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/11/2021	PR21-3-1		-split-	Total Payroll T...	82,518.43	X		965,058.10
03/11/2021	PR21-3-1		1000 · Bank of Americ...	Direct Deposit	279,046.92	X		686,011.18
03/11/2021	PR21-3-1		1000 · Bank of Americ...	Payroll Checks		X		686,011.18
03/12/2021	EFT	ADP	-split-	Payroll Process...	861.45	X		685,149.73
03/12/2021	EFT	Sterling Administrati...	-split-		191.00	X		684,958.73
03/15/2021			6204 · Other Professio...	Service Charge	245.46	X		684,713.27
03/15/2021	EFT	Verizon Wireless	-split-	Feb-21	2,875.40	X		681,837.87
03/15/2021	EFT	P. G. & E.	-split-	Feb-21	1,700.16	X		680,137.71
03/15/2021	EFT	P. G. & E.	-split-	Feb-21	615.72	X		679,521.99
03/16/2021		Deposit	6241 · Training	VOID Check # ...		X	168.00	679,689.99
03/16/2021	Eft	Sterling Administrati...	-split-		722.79	X		678,967.20
03/16/2021	EFT	Sterling Administrati...	-split-		965.91	X		678,001.29
03/16/2021	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 11048...	10,865.95	X		667,135.34
03/17/2021	EFT	Sterling Administrati...	-split-		1,199.60	X		665,935.74
03/17/2021	23945	7th Dimension LLC	6212 · IT Support/Impl...		9,082.28	X		656,853.46
03/17/2021	23946	Advanced IPM	6150 · Maintenance,Str...		80.00	X		656,773.46
03/17/2021	23947	Aramark	6120 · Housekeeping	Acct. # 792270...	41.20	X		656,732.26
03/17/2021	23948	Big O Tires	6141 · Tires		1,260.18	X		655,472.08
03/17/2021	23949	Blue Ribbon Personn...	-split-		2,501.94	X		652,970.14
03/17/2021	23950	Caltronics Business ...	6190 · Office Supplies	Invoice # 3201...	446.07	X		652,524.07
03/17/2021	23951	EDC Air Quality Ma...	-split-		1,409.26	X		651,114.81
03/17/2021	23952	Dept of Forestry and ...	6241 · Training	Invoice # FS-O...	168.00	X		650,946.81
03/17/2021	23953	Doug Veerkamp Gen...	6143 · Outside Work		2,029.90	X		648,916.91
03/17/2021	23954	Deal Heating & Air, ...	6150 · Maintenance,Str...		1,120.00	X		647,796.91
03/17/2021	23955	Ferrell Gas	-split-	Account # 886...	1,383.48	X		646,413.43
03/17/2021	23956	InterState Oil Compa...	-split-		4,165.86	X		642,247.57
03/17/2021	23957	Interwest Consulting ...	6242 · Fire Prevention	Invoice # 67125	4,208.75	X		638,038.82
03/17/2021	23958	Kaiser Foundation H...	-split-	Account # 320...	14,816.00	X		623,222.82
03/17/2021	23959	Lehr Auto Electric, Inc	6143 · Outside Work	Invoice # SI58...	474.75	X		622,748.07
03/17/2021	23960	Life Assist	-split-		3,386.56	X		619,361.51
03/17/2021	23961	Martha Lynn Mangu...	6241 · Training	Invoice # 0264	1,250.00	X		618,111.51
03/17/2021	23962	North State Tire Co., ...	6141 · Tires		2,296.06	X		615,815.45
03/17/2021	23963	Riebes Auto Parts	-split-		1,069.21	X		614,746.24
03/17/2021	23964	Sutphen Corporation	-split-		1,005.05	X		613,741.19
03/17/2021	23965	Western Extrication ...	6232 · Apparatus Tool...	Invoice # 1350	918.31	X		612,822.88
03/18/2021	EFT	Sterling Administrati...	-split-		20.70	X		612,802.18
03/18/2021	EFT	El Dorado Disposal ...	-split-	2/01/21-2/31/21	897.29	X		611,904.89
03/19/2021	EFT	Sterling Administrati...	-split-		35.00	X		611,869.89
03/22/2021	EFT	Sterling Administrati...	-split-		35.00	X		611,834.89
03/22/2021	23966	Kronos	6211 · Software Licens...		18,181.52	X		593,653.37

El Dorado Hills Fire Department

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 From 03/01/2021 through 03/31/2021
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/23/2021		Transfer from LAIF	1074 · Local Agency I...	Confirm #1629...		X	350,000.00	943,653.37
03/23/2021		Deposit	-split-	Deposit		X	348,396.83	1,292,050.20
03/23/2021	EFT	Sterling Administrati...	-split-		26.00	X		1,292,024.20
03/23/2021	EFT	Sterling Administrati...	-split-		623.84	X		1,291,400.36
03/23/2021	EFT	Sterling Administrati...	-split-		3,070.98	X		1,288,329.38
03/24/2021	EFT	Sterling Administrati...	-split-		1,663.88	X		1,286,665.50
03/25/2021	EFT	Allied Administrator...	6042 · Dental Insurance	April 2021	3,216.33	X		1,283,449.17
03/25/2021	EFT	P.E.R.S. Retirement	-split-	PR21-3-2	107,932.35	X		1,175,516.82
03/25/2021	EFT	P.E.R.S. Health	-split-	APR 2021	204,579.59	X		970,937.23
03/25/2021	EFT	P.E.R.S. ING	-split-	PR21-3-2	3,211.23	X		967,726.00
03/25/2021	EFT	Sterling Administrati...	-split-		4,187.00	X		963,539.00
03/25/2021	EFT	Sterling Administrati...	-split-		438.10	X		963,100.90
03/25/2021	EFT	Sterling Administrati...	-split-		1,804.00	X		961,296.90
03/25/2021	EFT	P. G. & E.	-split-	Feb-21	502.79	X		960,794.11
03/25/2021	23967	Active911	6211 · Software Licens...	Invoice # 272770	1,412.50			959,381.61
03/25/2021	23968	Almendariz Consulti...	6233 · Station Tools/S...	Invoice #21004...	500.00	X		958,881.61
03/25/2021	23969	Aramark	6120 · Housekeeping	Acct. # 792270...	41.20	X		958,840.41
03/25/2021	23970	AT&T	-split-	Mar-21	244.06	X		958,596.35
03/25/2021	23971	CA Assoc. of Profess...	-split-	April 2021	1,711.00	X		956,885.35
03/25/2021	23972	Carahsoft Technolog...	-split-		317.90	X		956,567.45
03/25/2021	23973	Capital Building Mai...	-split-		2,688.40	X		953,879.05
03/25/2021	23974	Doug Veerkamp Gen...	6143 · Outside Work		8,704.82	X		945,174.23
03/25/2021	23975	Hefner, Stark & Mar...	-split-		7,200.00	X		937,974.23
03/25/2021	23976	InterState Oil Compa...	-split-		1,223.27	X		936,750.96
03/25/2021	23977	Jack Clancy Associates	6202 · Legal/Human R...	Invoice # 1324	16,500.00			920,250.96
03/25/2021	23978	Larry R. Fry	6034 · Health Cost of ...		207.90			920,043.06
03/25/2021	23979	Liebert Cassidy Whit...	-split-		740.00	X		919,303.06
03/25/2021	23980	Longyear & Lavra, L...	6202 · Legal/Human R...	Inv # 20482	975.85	X		918,327.21
03/25/2021	23981	Motorola Solutions Inc	6145 · Radio Maintena...	Customer Acct....	2,697.12	X		915,630.09
03/25/2021	23982	PowerGen Inc.	-split-		660.00	X		914,970.09
03/25/2021	23983	Riebes Auto Parts	-split-		1,004.86	X		913,965.23
03/25/2021	23984	Mark Ali	6252 · Travel	Travel Expense...	547.20	X		913,418.03
03/25/2021	23985	Blue Ribbon Personn...	6016 · Salaries & Wag...	Invoice # 9702	1,089.28			912,328.75
03/25/2021	PR21-3-2		-split-	Total Payroll T...	79,939.42	X		832,389.33
03/25/2021	PR21-3-2		1000 · Bank of Americ...	Direct Deposit	271,050.55	X		561,338.78
03/25/2021	PR21-3-2		1000 · Bank of Americ...	Payroll Checks		X		561,338.78
03/26/2021	EFT	Nationwide Retireme...	-split-	PR21-3-2	22,462.22	X		538,876.56
03/26/2021	EFT	Sterling Administrati...	-split-		244.00	X		538,632.56
03/26/2021	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 11048...	44,651.67	X		493,980.89
03/27/2021	EFT	Sterling Administrati...	-split-		705.27	X		493,275.62

El Dorado Hills Fire Department

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/29/2021	EFT	Sterling Administrati...	-split-		610.34	X		492,665.28
03/31/2021			3513 · Rental Income (...)	Deposit		X	2,100.00	494,765.28
03/31/2021	EFT	Sterling Administrati...	-split-		3,485.00	X		491,280.28
03/31/2021	EFT	Sterling Administrati...	-split-		75.00			491,205.28

EL DORADO HILLS FIRE DEPARTMENT

“YOUR SAFETY ... OUR COMMITMENT”



MONTHLY OPERATIONS REPORT

MARCH 2021

*All times are collected using a combination of Active 911 and Crystal Reports. The times are provided with the best accuracy possible given the limitations of technology in our system. The current system does not allow for accurate data collection.

Response (Per District) - 2021 vs. 2020

Response District	# of Responses <u>MAR. 2021</u>	# of Responses <u>Y.T.D. 2021</u>	# of Responses <u>MAR. 2020</u>	# of Responses <u>Y.T.D. 2020</u>
84	66	175	66	199
85	48	212	63	204
86	44	128	48	129
87	101	321	98	302
91	6	18	8	20
92	3	8	6	7
Mutual Aid	40	137	43	168
Transfer	16	52	20	57
TOTALS	324	1,051	352	1,086

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By District (Summary)

Note: Run all Districts on 1 page each (manually add subdistricts)

Response (Per Unit) – 2021 vs. 2020

Unit Number	# of Responses <u>MAR. 2021</u>	# of Responses <u>Y.T.D. 2021</u>	# of Responses <u>MAR. 2020</u>	# of Responses <u>Y.T.D. 2020</u>	# of Responses <u>TOTAL 2020</u>
E-84	57	207	68	217	964
T-85/E-85	81	289	84	266	1,172
E-86	58	174	56	173	710
E-87	108	332	112	327	1,249
E-91	15	54	15	46	253
M-85	191	603	217	648	2,433
B-85	42	104	37	117	511

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By Unit By District
 Note: Run all Units (Monthly/YTD/Yearly) Report total number per report

Emergency Response Summary – Medic Units Response Time - El Dorado March 2021

URBAN RESPONSE,

11-minutes, 90% of time

Response Time Between 00:00:00 - 00:00:59	1.71%
Response Time Between 00:01:00 - 00:01:59	5.13%
Response Time Between 00:02:00 - 00:02:59	10.68%
Response Time Between 00:03:00 - 00:03:59	21.37%
Response Time Between 00:04:00 - 00:04:59	32.91%
Response Time Between 00:05:00 - 00:05:59	50.43%
Response Time Between 00:06:00 - 00:06:59	69.66%
Response Time Between 00:07:00 - 00:07:59	79.06%
Response Time Between 00:08:00 - 00:08:59	83.76%
Response Time Between 00:09:00 - 00:09:59	89.32%
Response Time Between 00:10:00 - 00:10:59	93.59%

Response (By Type of Call) – March 2021

RESPONSE DISTRICT	FALSE ALARMS	FIRE CALLS	GOOD INTENT CALLS	HAZEROUS CONDITION	EMS, RESCUE CALLS	PUBLIC SERVICE CALLS	EXPLOSIONS	SEVERE WEATHER CALLS	SPECIAL, OTHER CALLS
84	2	2	8	1	48	5	0	0	0
85	0	1	3	2	28	14	0	0	0
86	0	1	5	1	32	5	0	0	0
87	6	3	7	2	63	21	0	0	0
91	0	2	0	0	4	1	0	0	0
92	0	1	0	0	2	0	0	0	0
A/M	0	1	17	0	37	1	0	0	0
TOTAL	8	11	40	6	214	47	0	0	0

(Totals exclude transfers by M85)

Response (Incident Type) – March 2021

Incident Type	Incident Description	Number of Incidents
111	Building fire	2
131	Passenger vehicle fire	2
138	Off-road vehicle or heavy equipment fire	1
143	Grass fire	2
150	Outside rubbish fire, Other	3
162	Outside equipment fire	1
321C	EMS call, Cardiac	25
321G	EMS call, General Medical	109
321N	EMS call, Cancelled at Scene No Pt. Contact	4
321R	EMS call, Respiratory	9
321T	EMS call, Trauma, excluding veh accident with injury	38
321X	EMS call, Transfer	15
322	Motor vehicle accident with injuries	8
323	Motor vehicle/pedestrian accident (MV Ped)	1
324	Motor Vehicle Accident with no injuries	5
410	Combustible/flammable gas/liquid condition, other	1
412	Gas leak (natural gas or LPG)	2
441	Heat from short circuit (wiring), defective/worn	1
444	Power line down	1
445	Arcing, shorted electrical equipment	1
510	Person in distress, Other	3
511	Lock-out	1
521	Water evacuation	1
522	Water or steam leak	3
531	Smoke or odor removal	1
541S	Animal problem snake	5
542	Animal rescue	1
550	Public service assistance, Other	1
553	Public service	4
554	Assist invalid	26
561	Unauthorized burning	1
611	Dispatched & cancelled en route	3
611A	Dispatched & canceled en route Fire Alarm	2
611F	Dispatched & canceled en route to Fire	4
611M	Dispatched & canceled en route Medical	9

611S	Dispatched & canceled en route Special Duty	2
611T	Dispatched & canceled en route Traffic Collision	7
622	No Incident found on arrival at dispatch address	10
671	HazMat release investigation w/no HazMat	3
700	False alarm or false call, Other	4
733	Smoke detector activation due to malfunction	2
735	Alarm system sounded due to malfunction	1
736	CO detector activation due to malfunction	1

Training Division Update

The training topics for the month of March continued to build on February’s topic of residential structure firefighting. Personnel reviewed SOGs on ventilation, which included vertical and horizontal ventilation, coupled with manipulative ventilation exercises.

March also brought the Department’s first night drill of 2021. As the premier, primary provider of an all-risk response mechanism, it is paramount the men and women of the El Dorado Hills Fire Department be prepared day or night.

This night drill simulated a commercial fire at a high school. Responding personnel had to complete several tasks to be successful, they were arrival report, incident command, forcible entry, proper hose deployment, vertical ventilation, and rescue. Every member from the Battalion Chief to the firefighter participated.

The Department would like to thank Training Captain Hathaway and Operations Support Specialist Haydt for their preparation and participation in the drills. Without their efforts, the six drills that were conducted would not have been as successful.

March Incidents

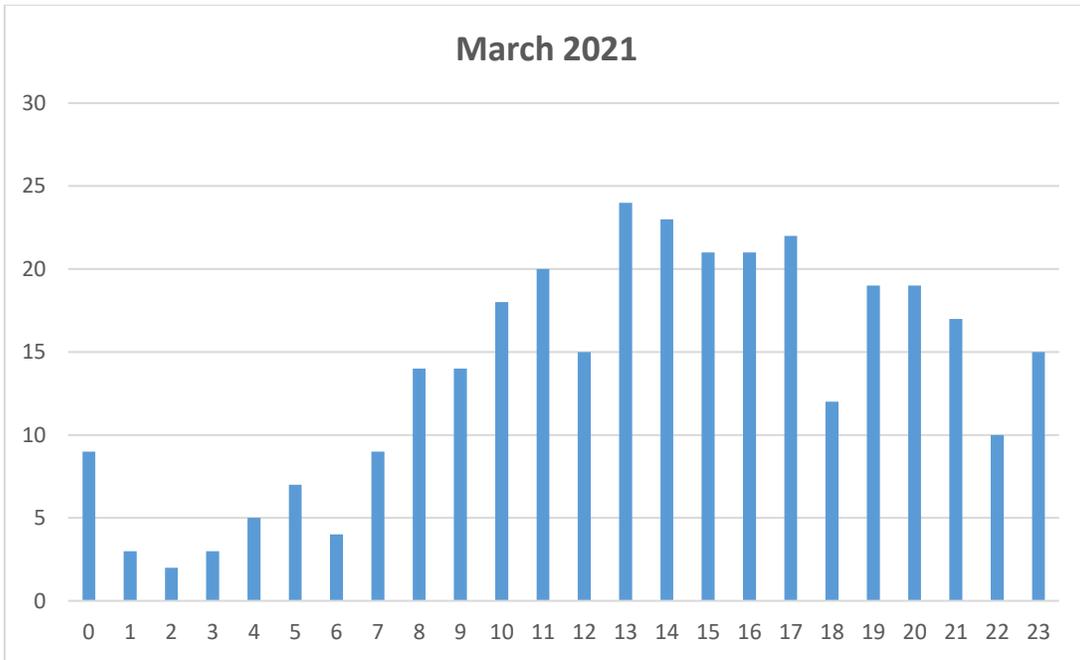
Vehicle Accident with Fire



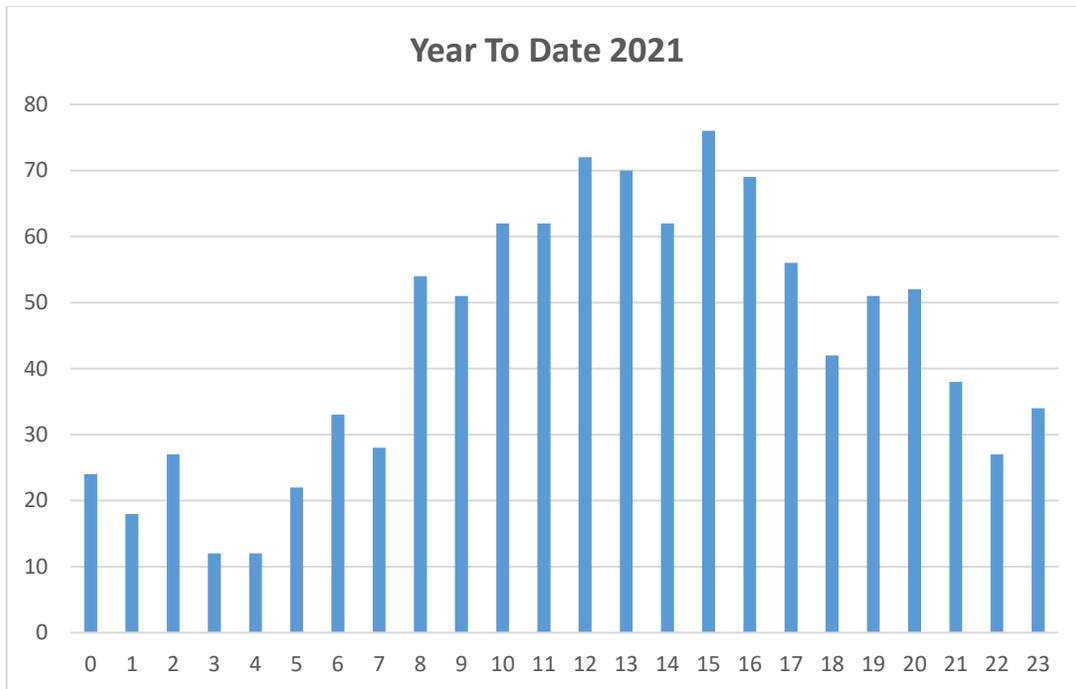
Dump Truck Roll-over – Salmon Falls Road



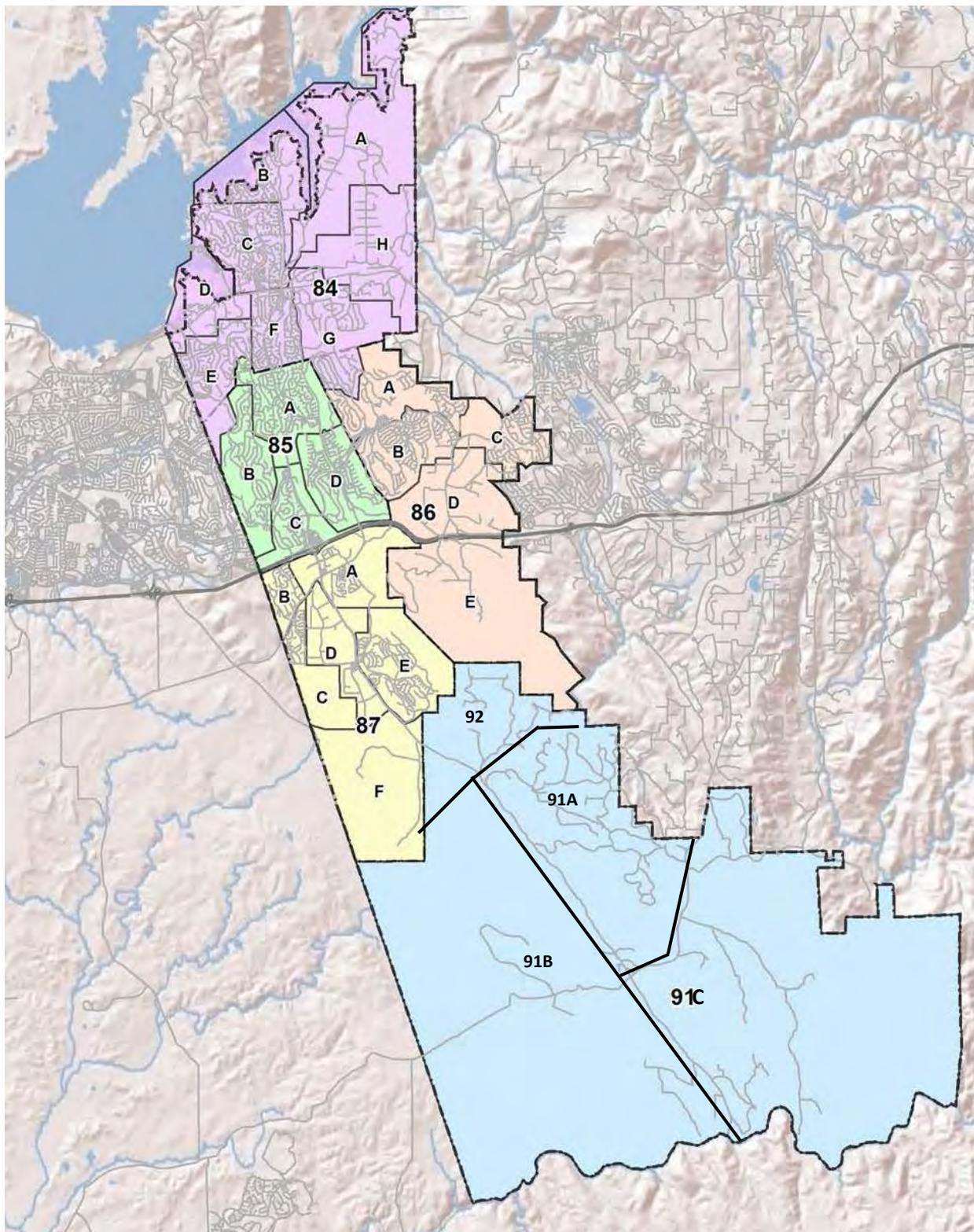
Incidents by Hour of the Day



Hour of Day



Hour of Day



EL DORADO HILLS FIRE DEPARTMENT

“YOUR SAFETY ... OUR COMMITMENT”



Community Risk Reduction Division

April, 2021 Report

OVERVIEW

The El Dorado Hills Fire Department, Community Risk Reduction Division (CRRD) continues to see significant residential development and vegetation management program activity throughout the reporting period. Major construction activity occurred in the Saratoga Estates, Serrano, Carson Creek, Bell Ranch and Sienna Ridge areas of the District. The Town Center Apartment construction project continues to require significant staff commitment to review plans and complete construction inspections. Phase 1 of this project is anticipated to be completed in June, 2021, with Phase 2 being completed in the Summer of 2021.

CRRD completed 2 defensible space inspection throughout the District. CRRD also investigated 3 Defensible Space citizen complaints on behalf of the County of El Dorado as part of their Vegetation Management program. We continue to support the local business community, upon request, in response to COVID-19 business related changes to ensure that they do not conflict with fire safety regulations of the District.

CRRD staff and 7 CERT members assisted with one Community COVID-19 Vaccination Clinic event at Station 86 in the month of March.

MAJOR ACCOMPLISHMENTS

CRRD staff completed the following activities during the last 30 days:

- Completed 83 site, building and fire protection plan reviews and 185 construction inspections.
- Completed 2 fire and life safety inspections of residential and commercial occupancies.
- Assisted El Dorado County Fire Prevention Officers Association on a number of Fire Protection Standards updates and agreements.

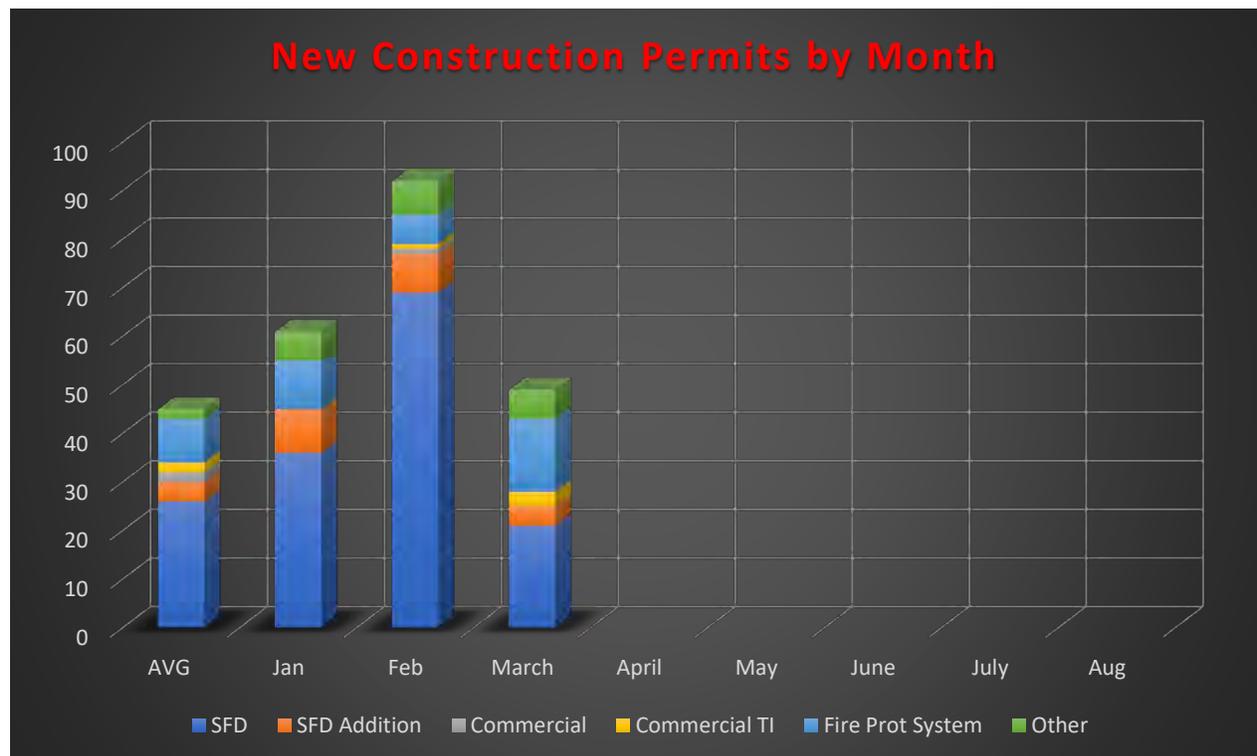


Table 1: 2021 New Construction Permits by Month

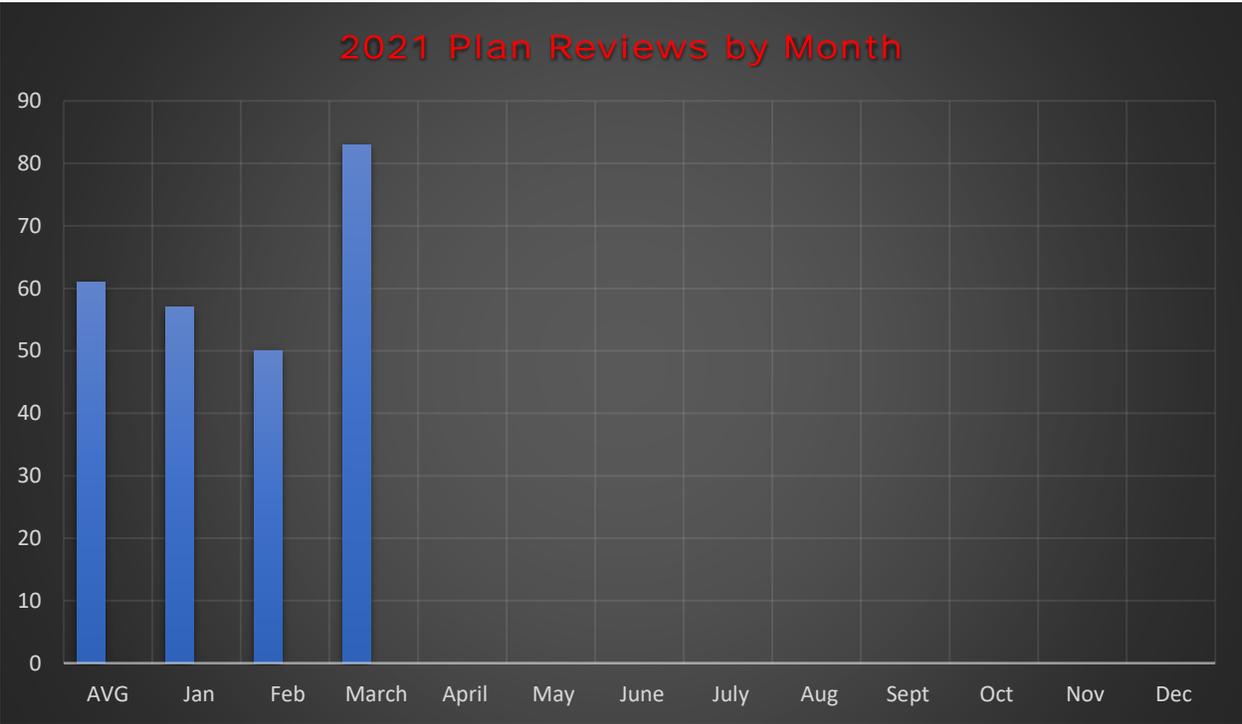


Table 2: Plans Reviewed by Month Report

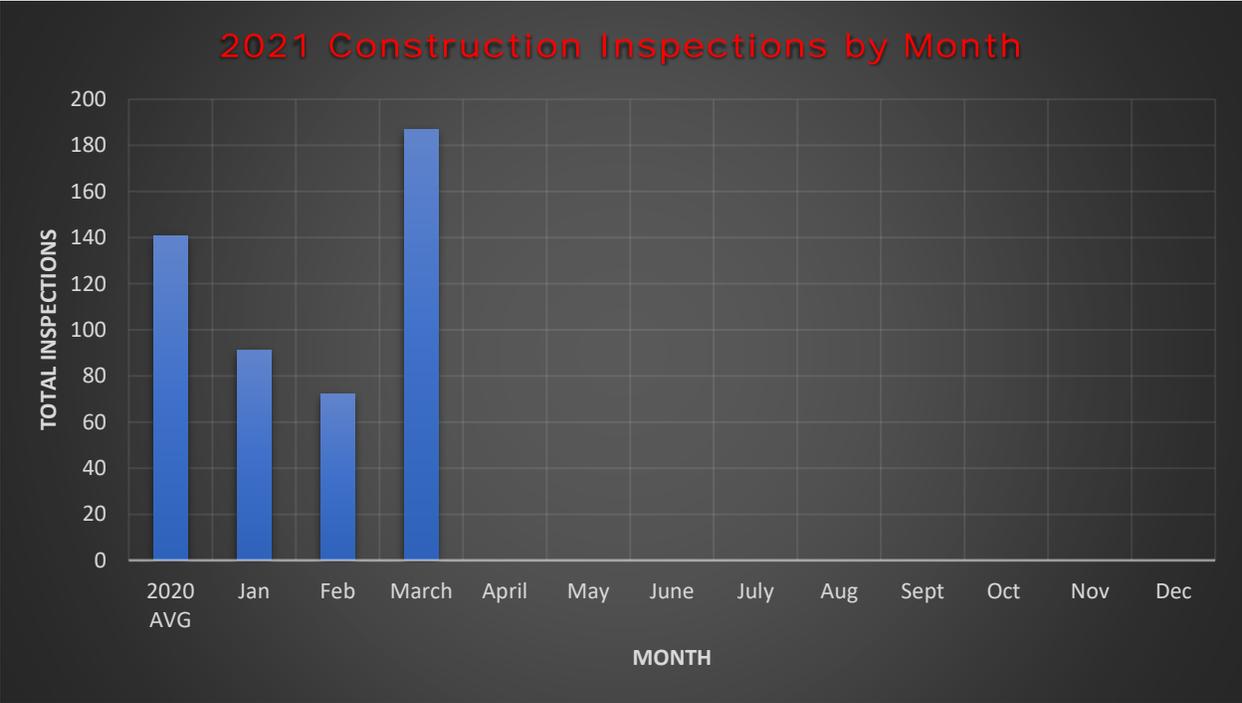


Table 3: Construction Inspections by Month Report

End of Report

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2021-02

RESOLUTION OF AGREEMENT BETWEEN BOARD OF DIRECTORS AND CLASSIC MISCELLANEOUS EMPLOYEES TO INCREASE CALPERS COST SHARE PERCENTAGE

WHEREAS, the Board of Directors adopted Resolution 2019-14 on November 6, 2019, approving salary and benefits for unrepresented safety management, non-safety management and non-safety administrative support employees; and,

WHEREAS, the adopted salary and benefits resolution contained an increase of 1.5% in the CalPERS cost share percentage to a total of 8% effective the first full pay period following July 1, 2021 for Classic Miscellaneous employees.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors and the Classic Miscellaneous employees of the El Dorado Hills County Water District agree to an increase of 1.5% in the CalPERS cost share percentage to a total of 8% effective July 13, 2021.

The foregoing resolution was passed and adopted by the Board of Directors of the El Dorado Hills County Water District at a meeting of said Board held on the 15th day of April, 2021 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Jessica Braddock, Board Secretary

Timothy J. White, Board President

Classic Miscellaneous Employees:

Stephanie Layton

Jessica Braddock

Cora Hall



El Dorado Hills Fire Department

1050 Wilson Blvd. • El Dorado Hills, CA 95762 • Phone (916) 933-6623 • Fax (916) 933-5983

Maurice Johnson
Fire Chief

DATE: April 15, 2021
TO: Board of Directors
AGENDA ITEM: Item XIV-B
SUBJECT: New Records Management System Purchase

TOPIC

Staff seeks Board approval for Authorization to Purchase a new records management system (RMS).

SUMMARY

Due to the age, limited ability, and decreasing customer service with the Department's current RMS system vendor, it is necessary to purchase a new records management system.

DISCUSSION

In 2002, the El Dorado Hills Fire Department (Department) purchased Firehouse Software for its records management system. The Department has been using this same system for approximately 20 years.

In 2017, Firehouse Software was acquired by ESO Solutions, Inc. Since that time, ESO Solutions' desire is for its Firehouse Software customers to transition to the ESO Fire RMS solution. Staff considered the option of transitioning to ESO Fire RMS. Unfortunately, it was determined that there were significant deficiencies in what this platform offered and whether the proposed/planned release dates for different aspects would come to fruition. Examples of identified deficiencies in this system include: (a) it does not integrate with Active 911, (b) it does not have the ability to function off-line (when there is no internet connection), (c) there is no billing option for the CRR Division, and (d) there are at least three components that are required for the CRR Division that are not currently available, with no guarantee of a release date.

With the existing Firehouse RMS, staff is not able to get updates or upgrades, the software is limited in its ability, and has antiquated analytics. Due to the less than desired performance of the current RMS, staff initiated the process of determining the full scope of what the Department's needs were and what systems were available on the open market.

Staff identified five key requirements to improve the reporting of incidents, assist with prevention responsibilities, and provide more robust data analytics: (1) up to date Fire RMS program, (2) current National Emergency Medical Services Information System (NEMSIS) compliant electronic patient care reporting (ePCR) capabilities, (3) a Community Risk Reduction (CRR)/Prevention application for staff to use to complete business inspections and other related CRR responsibilities, (4) seamless use by the end user between the three platforms (fire reporting, ePCR, and prevention responsibilities), (5) both online and offline capabilities, and (6) improved end-user efficiencies through reporting and analytics. Staff identified four (4) vendors that offered RMS systems potentially meeting these required parameters: (1) ESO Fire RMS, (2) Zoll RMS, (3) Emergency Reporting, and (4) ImageTrend.

Once a vendor list was established, staff researched the capabilities, post-purchase customer service, interoperability, and familiarity of each of the systems offered. Staff also reached out to and spoke with numerous agencies that used the different platforms. Based on the findings of this research it was determined that ImageTrend would be the best fit for the Department. Further contributing to this determination, ImageTrend is already utilized by the El Dorado County Emergency Services Authority JPA, giving Department personnel direct exposure and experience with the system.

Staff was able to locate an existing public agency contract that was awarded to ImageTrend in a competitive bid process from March of 2020, for the same program platforms and parameters. The awarded bid qualifies for "piggybacking" per the Department Procurement Policy, as it is for similar services/commodities and at the same or a lower price. Specifically, the contract is from Los Angeles County Fire Department, RFB-IS-20200835-1 (attached).

FISCAL IMPACT

The table below outlines the quoted cost of this purchase (please see attached quote for greater detail):

Description	Price
One Time Fees	
Includes Set-up and First Year Service	\$36,012.00
Annual Fees After First Year	
Recurring Fees	\$27,687.00

The Department budgeted a total of \$75,000 for the implementation and licensing of a replacement RMS system in its 2020/21 Final Budget. The quoted cost for the first year is approximately \$39,000 under the budgeted amount.

RECOMMENDATION

Staff respectfully recommends the Board approve the purchase of the ImagineTrend Records Management System. The total cost for the implementation of this system as well as associated optional items, in-service training, and taxes is not to exceed \$50,000.

Submitted by:



Dustin Hall
Deputy Chief – Operations

Approved by:



Maurice Johnson
Fire Chief



Elite Prevention Modules

Prepared For

El Dorado Hills Fire Department
Marshal Cox
1050 Wilson Blvd
El Dorado Hills, CA 95762

Prepared By

Mike Tamasi
Mar 24, 2021

IMAGETREND®

Quote



Prepared For

Marshal Cox
 El Dorado Hills Fire Department
 1050 Wilson Blvd
 El Dorado Hills, CA 95762
 916-933-6623x1017
 mcox@edhfire.com

Bill To

Hall Dustin
 El Dorado Hills Fire Department
 1050 Wilson Blvd
 El Dorado Hills, CA 95762
 (916) 933-6623
 dhall@edhfire.com

Salesperson		Quote Number		Date	
Mike Tamasi, Account Executive, 952-469-6472		QUO-05004-V8H1W2		Mar 24, 2021	
Description		Qty	Frequency	Unit Price	Total
One-Time Fees					
Elite™ Rescue Setup		1	One Time	\$2,375.00	\$2,375.00
Webinar Training 2hr Session		4	One Time	\$350.00	\$1,400.00
Onsite Training Session - 8 Hours		2	One Time	\$1,400.00	\$2,800.00
Travel		1	One Time	\$1,750.00	\$1,750.00
Recurring Fees					
Elite™ Rescue - SaaS *Includes Elite™ Field		1	Recurring	\$9,492.00	\$9,492.00
Statewide Elite™ Field Credit - SaaS		1	Recurring	(\$3,325.00)	(\$3,325.00)
Mobile Fire Inspections - SaaS		1	Recurring	\$1,870.00	\$1,870.00
Investigations		1	Recurring	\$1,250.00	\$1,250.00
Permits		1	Recurring	\$1,250.00	\$1,250.00
CAD Distribution		1	Recurring	\$3,500.00	\$3,500.00
- CAD Vendor: Other CAD Vendor					
TeleStaff Distribution		1	Recurring	\$5,000.00	\$5,000.00
Hospital Hub™ Distribution		1	Recurring	\$1,500.00	\$1,500.00
Elite Site to Site Transfers		3	Recurring	\$500.00	\$1,500.00
Continuum®		1	Recurring	\$2,000.00	\$2,000.00
- Continuum® EMS Content Package		1	Recurring	\$1,575.00	\$1,575.00
- Continuum® Fire Content Package		1	Recurring	\$1,575.00	\$1,575.00
- Continuum® Geocoding		1	Recurring	\$500.00	\$500.00
- Continuum Domain: Fire Times				Included	Included
TOTAL Year 1					\$36,012.00
*Annual Fees after Year 1					\$27,687.00

Quote



CRR
Occ Inspections
Hyd Inspections
Codes within program
Editable for Ordinances
Lot Inspections
Investigations
Project/Act Track
Billing
Permits
Mobile App
Offline Use
Risk Analysis
GPS/Maps for inspections
Analytics/Reports

OPERATIONS
Incidents/NFIRS
EMS/ePCR
Training
Analytics/Reports
Offline Use
Pre-Plans
Equipment Inventory
Equipment Tracking
Equipment Inspections

INTEGRATIONS
Active 911
CAD (Calfire)
Telestaff
Image Trend ePCR
Collector
FARO (pre-plans)

OVERALL
Looks/Functionality
Cloud based
iOS
Android
Customer Service
Existing Data Transfer
Timeline for data transfer
Cost (5 stations, CAD, CRR)

Optional Items

NFIRS Legacy Data Import	1	One Time	\$4,500.00	\$4,500.00
Locations and Occupants API Access	1	Recurring	\$1,750.00	\$1,750.00
Connect Conference Registration (per Attendee)	2	Recurring	\$610.00	\$1,220.00

Prepared By: Mike Tamasi

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 3,000 annual incidents as provided by Client.
*IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

Elite™ Rescue - SaaS *Includes Elite™ Field

In addition to receiving both Elite EMS and Elite Fire for compliant data collection, the Rescue package includes the Locations/Occupants/Inspections module.

Mobile Fire Inspections - SaaS

Elite Mobile Fire Inspections allows you to enter or edit location, occupant, and inspection records while offline and working in the field. It synchronizes all data bidirectionally with Elite Web.
Note: Elite Fire or Rescue is required.

Investigations

Investigations is a separate module that allows your investigators to document all aspects of a fire-related investigation, including such things as witnesses, evidence grids and weather related information.
Note: Elite Fire or Rescue is required.

Permits

The Permits module allows you to create, track and complete records, such as building or construction permits. Note: Elite Fire or Rescue is required.

Continuum®

Continuum is an integrated solution designed to make monitoring your system easy. Continuum analyzes the data within your system as it is added or updated to provide you with notifications and easy-to-view charts, tabular reports, and maps based on the data you need without requiring you to build reports or manually check your system.

The base Continuum offering includes the following primary components:

- Monitors

Continuum Monitors are predefined analytics, built by ImageTrend using industry-wide best practices and metrics. Groups of similar Monitors are organized in Continuum Domains. Within each Monitor, you can drill down and expand for more detail. The end result is easily accessible information that can help you turn your data into wisdom. Make more informed decisions, impact operations and improve patient care with Continuum.

- Data Sets

Following is a list of the available data sets that are currently available in Continuum to create new monitors based upon the information that you collect with your Elite system. New data sets are added to Continuum as they become available for Elite, Patient Registry, LMS and other ImageTrend products.

- o Community Health Patients
- o Community Health Visits
- o Elite Agency Location
- o Elite EMS
- o Elite Facility
- o Elite Fire
- o Elite Personnel
- o EMS CAD
- o Inspections
- o Locations
- o Occupants

- Domains

In Continuum, a Domain is the term used to refer to dashboards and monitors related to different overarching subjects (e.g., Public Health Incidents).

The following two domains are available by default as part of what is included with the base Continuum offering. These domains include the charts, maps, and tabular reports that you need for presentations to your system stakeholders.

- o EMS Board Report

The Continuum EMS Board Report domain includes dashboard content and monitors that pertain to the following types of information that is useful for presentations to your EMS Board and other stakeholders. Topics included in this domain include: Overall System Statistics, 911 Responses, Inter-facility Transfers, and Mutual Aid.

The EMS Board Report domain is included as part of the base Continuum offering.

- o Fire Board Report

The Continuum Fire Board Report domain includes dashboard content and monitors that pertain to various types of information that is useful for presentations to your Fire Board of Directors and other stakeholders. Information included in this domain include: Overall System Statistics, 911 Responses, Incident Types, Mutual Aid given and received, Fire and Civilian Casualties, Property Lost and Saved, etc.

The Fire Board Report domain is included as part of the base Continuum offering.

Quote

Continuum® EMS Content Package

The Continuum EMS Content Package includes multiple Continuum EMS content domains. Each Continuum content domain can be purchased individually. The Continuum EMS Content Package allows you to purchase numerous EMS domains at a quantity discount versus purchasing them individually. The following EMS domains are currently included in this package:

- Ambulance Patient Offload Times (APOT)
- At Risk Populations
- Cardiac
- Cardiac Arrest
- Clinical
- Crew Insights
- EMS CAD
- EMS Compass Measures
- Maternal & Pediatric
- Public Health
- Overdose
- Stroke
- Trauma

Continuum® Fire Content Package

The Continuum Fire Content Package includes multiple Continuum Fire content domains. Each Continuum content domain can be purchased individually. The Continuum Fire Content Package allows you to purchase numerous Fire domains at a quantity discount versus purchasing them individually. The following Fire domains are currently included in this package:

- Arson
- Casualties
- Crew Participation / Call Attendance
- Data Quality and Completeness
- False Alarms
- Fire Information
- Fire Losses / Saves
- Fire Times
- Hazmat
- Historical Demand
- Incident Status
- Incident Types
- Mutual Aid
- Reliability (Overlapping Calls)
- Technical Rescue
- Utilization

Continuum® Geocoding

The Continuum Geocoding option generates latitude and longitude information from EMS and Fire scene location addresses. This option is available for those clients that don't currently have latitude and longitude information being added to their system via either a CAD integration or the ImageTrend MARS offering. Latitude and longitude information is required if you want to view map content in Continuum's numerous content domains.

Hospital Hub™ Distribution

Hospital Hub Distribution allows you a hospital-centric window into EMS incidents of patients that were delivered. Users can view and print ePCR's, send outcome data, view related incidents and download any attachments of a patient that is available. Hospital Hub can connect to multiple Elite systems allowing a hospital to only need one place to be able to go even when multiple agencies are delivering to them.

CAD Distribution

The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.

TeleStaff Distribution

Once a CAD incident comes through for EMS or fire incidents, the incident time and unit data is used to look up the appropriate crew from the Telestaff data in order to populate on the report.

Webinar Training 2hr Session

Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.

Onsite Training Session - 8 Hours

Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.

Connect Conference Registration (per Attendee)

This includes the pre-purchase of the conference registrations in the contract. ImageTrend Connect is an annual user's conference that offers education from those who know the industry and ImageTrend best - your peers and the ImageTrend team. Attendees come from nationwide to connect with and learn from each other, share ideas and processes, examine key issues, celebrate successes and discuss challenges. This does not include travel or accommodations.

Quote

Locations and Occupants API Access

Provides 3rd party uni-directional access to raw JSON data from our Locations and Occupants module. Common uses include but are not limited to pulling data into a CAD system for review on the way to an incident. Will require vendor or IT Team who is comfo

Elite Site to Site Transfers

Elite Site to Site Transfers allows your agency to transfer EMS incidents in the field from your agency to other agencies using an Elite site that exists outside of your Elite System. The setup is based on a per agency basis.

VENDOR BID LIST

BID NUMBER: 20200835

CLOSING DATE: March 31, 2020

Fu

#	COMPANY NAME	DATE	ONLINE BID (✓ FOR YES)	SAMPLES (✓ FOR YES)	INITIAL
1	IMAGE TREND INC	3/31/20			jmc
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

BUYER SIGNATURE _____

BID RESPONSES:	<u>1</u>
ONLINE BID RESPONSES:	<u>0</u>
NO BID RESPONSES:	<u>0</u>
TOTAL:	<u>1</u>

ImageTrend Response to County of Los Angeles' Request for Bid No. RFB-IS-2020835-1

March 31, 2020



Internal Services Department
Attn: ISD Central Purchasing
1100 N Eastern Avenue
RM 103, Bid Room 1st Floor
Los Angeles, CA 90063

Michael J. McBrady
Chief Executive Officer
proposals@imagetrend.com
(952) 469-1589

IMAGETREND[®]

20855 Kensington Blvd., Lakeville, MN 55044 | www.ImageTrend.com

Internal Services Department
ISD Central Purchasing
1100 N Eastern Avenue
Rm 103 Bid Room 1st Floor
Los Angeles, CA 90063

Dear Los Angeles County,

ImageTrend is humbled and excited for the opportunity to respond to Los Angeles County's Request to Bid RFB-IS-20200835-1.

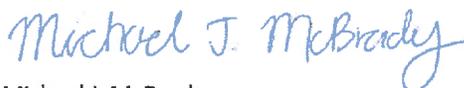
We have reviewed your 2016-2021 County of Los Angeles Strategic Plan and believe ImageTrend is best positioned to assist you in reaching those goals. Your goals towards investment that transforms lives is closely aligned with ImageTrend's values. Our mission statement involves creating a better world through technical innovation and investment, all while maintaining a vision of what is possible. Furthermore, your commitment to fostering resilient communities and looking to the future are ideals that ImageTrend sets out to meet every day as we serve our clients and community.

Our software-as-a-service (SaaS) Elite™ solution is best suited to meet your needs. Elite is a commercial-off-the-shelf (COTS) solution, which meets California Department of Health Services compliance requirements. Our product allows for single sign-on, fire prevention modules for inspections, investigations and permitting. Once your data is collected, our reporting capabilities allow for geocoding, interconnected data between your EMS and NFIRS datasets and our performance insights to help improve organization efficacy and customizable dashboards.

For more information about ImageTrend, please visit, <http://www.ImageTrend.com/LACountyFD>

ImageTrend looks forward to entering into a relationship with the County of Los Angeles.

Sincerely,



Michael J. McBrady
Chief Executive Officer
ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: (952) 469 - 1589
Fax: (952) 469 - 5671

SR 20001368



REQUEST FOR BID
INTERNAL SERVICES DEPARTMENT

SOLICITATION
RFB-IS-20200835-1

BID DUE:
03/31/20 12:00:00 PM

Vendor No. : 169815

Vendor Name & Address

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044

RETURN BID TO ADDRESS BELOW

INTERNAL SERVICES DEPARTMENT
ISD CENTRAL PURCHASING
1100 N EASTERN AVENUE
RM 103 BID ROOM 1ST FLOOR
LOS ANGELES CA 90063

BUYER : CONNIE FU
BUYER PHONE : 323-267-2217
BUYER EMAIL : cfu@isd.lacounty.gov
DATE ISSUED : 03/09/20
REQ. DEPARTMENT : IS
AGENCY REQ. NO. : 2002782
REQ. NO. : RQN-FR-20027123
FISCAL YEAR :
SCHEDULED BEGIN DATE :
SCHEDULED END DATE :
NUMBER OF COMMODITY LINES : 10
PROCUREMENT FOLDER : 1922313

2002782-FIRE AND EMS RECORDS MANAGEMENT SYSTEM

TO BE COMPLETED BY VENDOR

- 1. DELIVERY WILL BE MADE IN 180 THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
- 2. CASH DISCOUNT 0 % 0 DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
- 3. BID BOND ATTACHED: N/A CERTIFIED CHECK ATTACHED: N/A OTHER ATTACHMENTS: N/A
- 4. BID REFERENCE NUMBER RFB-IS-20200835-1 (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
- 5. PLEASE REMOVE FROM THIS COMMODITY CODE: N/A
- 6. FEIN OR SOCIAL SECURITY# REQUIRED: 41-1903871

** IMPORTANT **

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/](http://CAMISVR.CO.LA.CA.US/WEBVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER:
952-469-1589

TITLE:
President & COO

DATE
03/31/2020

SIGNATURE OF BIDDER
(MUST BE SIGNED)

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-20200835-1	
COMPANY NAME : ImageTrend, Inc.	BID DUE: 03/31/20 12:00:00 PM	Page 2

1. Responses to Requests for Bids are to be delivered to the County Purchasing Agent by 12:00 noon on the date set forth above, at which time the responses will be publicly opened and, if requested, publicly read. Responses to Requests for Quotations are to be delivered to the County Purchasing Agent by date and time set forth above. There will be no public opening or reading of these responses. (See title of this solicitation in top left-hand corner of this document.) Fax responses will not be accepted unless noted in writing. Any response received after the closing date/time set forth in the solicitation document will be considered late, non-responsive and will be returned to the responder, unless the County Purchasing Agent determines that it is in the best interest of the County to accept it.

2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.

3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.

4. Bid each item separately. Prices must be stated in units specified hereon.

5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.

6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.

7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.

8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidders are required to provide their California Sellers Permit Number or their Sellers Certificate of Registration-Use Tax Number. Failure to provide the required information will prevent the County of Los Angeles from paying Sales/Use Tax to your company.

SELLERS PERMIT # _____ CERTIFICATE OF REGISTRATION # 255252352 _____

If you are uncertain as to whether you have such a number or have any questions, please contact the State Board of Equalization at WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.

10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.

11. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.

12. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.

13. County shall not return bids for change/correction after receipt.

14. Insurance, surety and performance bonds shall be in the amounts set forth hereon.

15. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.

16. Bids must include employer's identification number as assigned by the U.S. Treasury Department.

17. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for (3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.

18. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.

19. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.

20. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.

21. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.

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<p>22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).</p> <p>23. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.</p> <p>24. County reserves the right to negotiate price, terms and conditions with the selected vendor.</p> <p>25. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.</p> <p>26. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.</p> <p>27. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.</p> <p>28. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.</p> <p>29. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.</p> <p>30. Bidders are reminded to thoroughly review all solicitation documents.</p> <p>31. Prior to bid award, County reserves the right to request clarification of any bid.</p> <p>32. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.</p> <p>33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm</p> <p>34. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.</p> <p>35. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p>36. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.</p> <p>37. Bidders/Proposers Adherence to County's Child Support Compliance Program Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202)</p> <p>38. Time Off for Voting The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.</p>		

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**ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:
TERMS AND CONDITIONS OF PURCHASE**

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination. Vendors shall distinguish material costs from labor costs on all applicable invoices. Invoices shall reflect sales tax amount for each item where applicable.

4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.

5. **PAYMENT TERMS:** Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges, Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

7. **CANCELLATION:** Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.

8. **HAZARDOUS MATERIALS:** Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. **COVENANT AGAINST GRATUITIES:** Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 **CONFLICT OF INTEREST:**

10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. **GOVERNING LAW AND VENUE:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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13. **DEFAULT:** The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

- a. Vendor has materially breached the Purchase Order; or
- b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. **INVALIDITY, REMEDIES NOT EXCLUSIVE:** If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. **COMPLIANCE WITH LAWS:** The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. **NONDISCRIMINATION:** By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars (\$1,000).

17. **FORCE MAJEURE:** Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. **MOST FAVORED CUSTOMER:** Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. **WAIVER:** No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. **ACCEPTANCE:** Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. **SPARE PARTS:** Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. **ENTIRE AGREEMENT MODIFICATIONS:** This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.

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24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration to the Los Angeles County Fraud Hotline at <http://fraud.lacounty.gov>, via email to fraud@auditor.lacounty.gov, or by phone at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of

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CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm
 Division of Labor Standards Enforcement
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

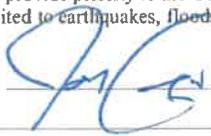
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Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.
 Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.
 County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.
 County makes no representation or guarantee as to any minimum to be purchased by County or public entities.
 Do you agree to the aforementioned? Yes No

Priority Clause (Disastrous Events):

Unless legally prohibited, Vendor shall provide priority to the County of Los Angeles for the purchase and delivery of all agreement items during disastrous events, including but not limited to earthquakes, floods, fires and acts of terrorism to ensure the County has sufficient resources needed to sustain its business functions.

Signature (Authorized Representative): 

Print: Joseph T. Graw

Title: President & COO

Date: 03/31/2020

VENDOR'S RESPONSIBILITY AND DEBARMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

COUNTY'S PREFERENCE PROGRAMS

The County of Los Angeles has three preference programs - Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) require the business to complete a certification process. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements of each program prior to requesting the Preference in a solicitation. To apply for certification as a LSBE, DVBE or SE, contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>

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In no case shall the Preference Program (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation. The maximum dollar amount of the preference shall not exceed \$150,000 per any one preference recipient.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE.

Local Small Business Enterprise (Local SBE) Preference Program

The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 or 2.204.030C.2 of the Los Angeles County Code.

The LSBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A Local SBE is deemed to perform a commercially useful function if the business does all of the following: 1) is responsible for the execution of a distinct element of the work of the contract; 2) carries out its obligation by actually performing, managing, or supervising the work involved; 3) performs work that is normal for its business services and functions; 4) is responsible with respect to products, inventories, materials, supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing if applicable, and making payment; 5) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function in the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transition, contract, or project through which funds are passed in order to obtain the appearance of a Local SBE.

For County solicitations which are not subject to the federal restriction on geographical preferences:

An LSBE is defined as: 1) A business which is certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) a business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>

For County solicitations which are subject to the federal restriction on geographical preferences:

An LSBE is defined as: A business which meets the employee size and revenue requirements of the Federal Small Business Administration and maintains an active registration as a small business in the Federal System for Award Management (SAM) data base.

Information on the SAM database is available at <https://www.sam.gov>

Disabled Veteran Business Enterprise (DVBE) Preference Program

The County will give DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as: 1) A business which is certified by the State of California as a DVBE; or 2) A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration; or 3) A business certified as a DVBE/SDVOSB with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

Social Enterprise (SE) Preference Program

The County will give SE preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code.

An SE is defined as: A business that qualifies as a Social Enterprise and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services.

Further information on Social Enterprises also available on the DCBA's website at: <http://dcba.lacounty.gov>

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REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS : Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal/bid. Businesses may request consideration for one or more preference programs.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL/BID BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED

Request for Local Small Business Enterprise (LSBE) Program Preference for County Solicitations which are not subject to Federal Restrictions

A business certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or

A business qualifying under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and

Certified as a LSBE by the DCBA.

Request for Local Small Business Enterprise (LSBE) Program Preference for County Solicitations which are subject to the Federal Funding Restrictions*

***To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document.**

A business which meets the employee size and revenue requirements of the federal Small Business Administration and maintains an active registration as a small business in the federal System for Award Management (SAM) data base; and

Certified as a LSBE by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

A business which is certified by the State of California as a DVBE, or

A business which is certified by U.S. Department of Veterans Affairs as a SDVOSB; or

A business qualifying under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and

Certified as a DVBE by the DCBA.

Request for Social Enterprise Program Preference

A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

Certified as a Social Enterprise business by the DCBA.

BUSINESS UNDERSTANDS THAT IN NO INSTANCE SHALL THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm:

County Webven No:

Print Name:

Title:

Signature:

Date:

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CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

Agency name	Minority	Women	Dis- Advantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

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COUNTY OF LOS ANGELES

BIDDER'S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for an award, bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, awarded bidder shall email: GAINGROW@dpss.lacounty.gov

Bidders who are unable to meet this requirement shall not be considered for an award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____ YES NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO

N/A (Program not available)

Bidder Organization: ImageTrend, Inc.

Signature: 

Print Name: Joseph T. Graw

Title: President & COO

Date: 03/31/2020

Tel.#: 952-469-1589

Fax #: 952-985-5671

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PROHIBITION AGAINST USE OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.



VENDOR SIGNATURE

03/31/2020

DATE

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LOCKOUT / TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries.

The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
2. Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
4. Upon contract award or at any time during the duration of the agreement or contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

Federal Uniform Guideline Clause

Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

Print Name: Joseph T. Grav

Title: President & COO

Signature: 

Date: 03/31/2020

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JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. the lessor number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.

2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

COMPLIANCE WITH COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

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COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program)(Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: ImageTrend, Inc.

Company Address: 20855 Kensington Blvd

City: Lakeville State: MN Zip: 55044

Telephone Number: 952-469-1589

Solicitation for (Type of Goods or Services): Software Development

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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Part II: Certification of Compliance

My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Joseph T. Graw

Title: President & COO

Signature: 

Date: 03/31/2020

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PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below

ImageTrend, Inc.

Printed Name of Vendor or Contractor

Joseph T. Graw

Printed Name of Responsible Manager


Signature

03/31/2020

Date

REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

ImageTrend, Inc. MN 1998
NAME STATE YEAR INC.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
<u>N/A</u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? If yes,

Name of parent firm: N/A

State of incorporation or registration of parent firm: N/A

5. Please list any other names your firm has done business as within the last five (5) years:

Name	Year of Name Change
<u>N/A</u>	<u></u>
<u>N/A</u>	<u></u>

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

N/A

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Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement

Check the appropriate box below:

- YES NO 20 years experience, within the last 20 years
- YES NO Willingness to consider hiring GAIN/GROW participant
- YES NO Complies with the County's Child Support Compliance
- YES NO Certifies intent to comply with County's Jury Service Program
- YES NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name:

ImageTrend, Inc.

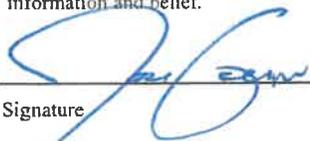
Address:

20855 Kensington Blvd, Lakeville, MN 55044

E-mail: proposals@imagetrend.com Telephone Number: 952-469-1589

Fax Number: 952-985-5671

On behalf of ImageTrend, Inc. (Proposer's name), I Joseph T. Graw (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.


Signature

41-1903871
Internal Revenue Service Employer Identification Number

President & COO
Title

C3388307
California Business License Number

03/31/2020
Date

169815
County Vendor Number

03/31/2020
Date

169815
County Vendor Number

03/31/2020
Date

169815
County Vendor Number

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OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m.

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

ImageTrend, Inc. _____

Vendor's Company

20855 Kensington Blvd _____ Lakeville _____ MN 55044 _____

Address _____ City _____ State & Zip Code _____

Joseph T. Graw _____ 03/31/2020 _____

Printed Name _____ Signature _____ Date _____

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.

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Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation.

This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.
4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
6. The Purchasing Agent will respond to all bid protests in a timely manner.
7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2. Administration, Chapter 2.206 at

<http://ordlink.com/codes/lacounty/index.htm>

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;

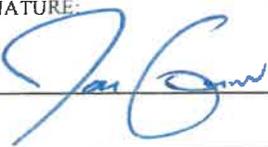
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; and

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: ImageTrend, Inc.	
PRINT NAME: Joseph T. Graw	TITLE: President & COO
SIGNATURE: 	DATE: 03/31/2020

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SUBCONTRACTING

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid, the **SBE Subcontractor Information Form @ http://file.lacounty.gov/SDSInter/isd/dbw/1057778_SBEsubcontractorinformationform.pdf**. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The **Final Report of Subcontracting Form @ http://file.lacounty.gov/SDSInter/isd/dbw/1057776_Finalreportofsubcontractingform.pdf** a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the **Final Report of Subcontracting and Purchases Form** within fifteen (15) working days.

If the award is a one year or more agreement, **the Final Report of Subcontracting and Purchases Form** shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The **Final Report of Subcontracting and Purchases Form** shall be submitted to the Small Business Services at:

Department of Consumer and Business Affairs
Small Business Services
C/O Subcontractor Utilization Review Unit
133 North Sunol Drive Rm218
Los Angeles, CA 90063
SBS@dca.lacounty.gov

ELECTRONIC CATALOG

If required by the County, the awarded vendor will submit a catalog of its entire product offering in an electronic format. The submitted electronic catalog shall be in the format prescribed in the ELECTRONIC CATALOG file which may be accessed (downloaded) from the link indicated below. Such submission shall be within the time frame mutually agreed upon between the County and awarded vendor.

Download the ELECTRONIC CATALOG file (Microsoft Excel) here:
http://file.lacounty.gov/SDSInter/isd/dbw/1058527_Electronic_Catalog_Format.xls

If required by county, I agree to submit an electronic catalog of my entire product offering in the prescribed format within the required time frame.

ImageTrend, Inc.

Name of Company

Joseph T. Grav

Name of Authorized Vendor Representative



Signature of Authorized Representative

03/31/2020

Date

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Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors/vendors engaged in human trafficking from receiving contract awards or performing services under a County Contract/Purchase Order.

Contractors/Vendors are required to complete the Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined below. Further, contractors are required to comply with the requirements under said provision for the term of any contract/purchase order awarded pursuant to this solicitation.

Compliance with County's Zero Tolerance on Human Trafficking Policy

Contractor/Vendor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor/Vendor or member of Contractor's/Vendor's staff is convicted of a human trafficking offense, the County shall require that the Contractor/Vendor or member of Contractor's/Vendor's staff be removed immediately from performing services under the Contract/Purchase Order. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's/Vendor's staff pursuant to this paragraph shall not relieve Contractor/Vendor of its obligation to complete all work in accordance with the terms and conditions of this Contract/Purchase Order.

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

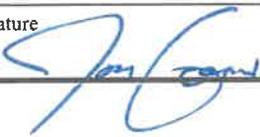
Company Name: ImageTrend, Inc.		
Company Address: 20855 Kensington Blvd		
City: Lakeville	State: MN	Zip Code: 55044
Telephone Number: 952-469-1589	Email Address: proposals@imagetrend.com	
Solicitation # <u>RFB-IS-20200835-1</u>		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer/Bidder acknowledges and certifies compliance the County's Zero Tolerance Human Trafficking Policy of the proposed Contract/Purchase Order and agrees that proposer/bidder or a member of his staff performing work under the proposed Contract/Purchase Order will be in compliance. Proposer/Bidder further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract/Purchase Order, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Joseph T. Graw	Title: President & COO
Signature 	Date: 03/31/2020

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NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (PAGE 2, PARAGRAPH 13) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN SIXTY (60) CALENDAR DAYS AFTER OPENING.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # _____

CERTIFICATE OF REGISTRATION # 255252352

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

COUNTY RESERVES THE RIGHT TO SELECT THE BIDDER WHICH COUNTY DETERMINES IN ITS SOLE DISCRETION, TO BE THE MOST RESPONSIVE AND RESPONSIBLE BIDDER.

QUOTE F.O.B. DELIVERED.
FREIGHT PREPAID AND ALLOWED
VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)
COUNTY: TAKES OWNERSHIP AT DESTINATION

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ANY OFFER THAT DOES NOT FULLY COMPLY WITH THE INSTRUCTIONS REGARDING FILLING OUT THE SPECIFICATION SHEET AND/OR FAILS TO RETURN FILLED OUT SPECIFICATION SHEET.

ON ALTERNATE OFFERS, STATE IN THE SPACE PROVIDED IN BID SPECIFICATION, THE POINTS OF SPECIFICATION WHEREIN YOUR OFFER DIFFERS. SUBMIT DESCRIPTIVE LITERATURE WITH YOUR BID. FAILURE TO SUBMIT ADEQUATE INFORMATION WITH YOUR OFFER PRECLUDES PROMPT ANALYSIS AND POSSIBLE ELIMINATION OF YOUR QUOTATION FROM PROPER CONSIDERATION.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN

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ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

SHOW YOUR FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER
FOR INDIVIDUAL PURCHASE ORDERS:
MAIL PURCHASE ORDER TO 20855 Kensington Blvd
Lakeville, MN 55044

TELEPHONE NUMBER 952-468-1589

TOLL FREE NUMBER
PREFERRED

CANCELLATION:

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON software, hardware (if applicable), and professional services will conform with ImageTrend's published RFP response representations. During the warranty period, ImageTrend will correct any defects or deficiencies caused by ImageTrend within twenty (20) days from receipt of written notification, at no cost to LA County. ImageTrend shall have no warranty obligations with respect to any unauthorized non-ImageTrend amendment or changes to the software, which shall be subject to ImageTrend's sole discretion

INSURANCE COVERAGE REQUIREMENTS:

GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
GENERAL AGGREGATE: \$2 MILLION
PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION
PERSONAL AND ADVERTISING INJURY: \$1 MILLION
EACH OCCURENCE: \$1 MILLION

AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL 'OWNED' 'HIRED' AND 'NON-OWNED' VEHICLES, OR COVERAGE FOR 'ANY AUTO'.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.
IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
EACH ACCIDENT: \$1 MILLION
DISEASE - POLICY LIMIT: \$1 MILLION
DISEASE - EACH EMPLOYEE: \$1 MILLION

PROFESSIONAL LIABILITY: INSURANCE COVERING LIABILITY ARISING FROM ANY ERROR, OMISSION, NEGLIGENT OR WRONGFUL ACT OF THE CONTRACTOR, ITS OFFICERS OR EMPLOYEES WITH LIMITS OF NOT LESS THAN \$1 MILLION PER OCCURRENCE AND \$3 MILLION AGGREGATE. THE COVERAGE ALSO SHALL PROVIDE AN EXTENDED TWO YEAR REPORTING PERIOD COMMENCING UPON

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TERMINATION OR CANCELLATION OF SUBSEQUENT AGREEMENT..

Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**INSURANCE REQUIREMENTS
FOR LOS ANGELES COUNTY SERVICE AGREEMENTS**

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

ATTN:

SOLICITATION/CONTRACT #

COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM #G115
LOS ANGELES, CA 90063

- SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:
- (1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.
 - (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.
 - (3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
 - (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES

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ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSURED FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT.
 (5) IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS, INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.

INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.
 FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND SUBSEQUENT AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR ANY PREMIUM COSTS ADVANCED BY COUNTY FOR SUCH INSURANCE.

NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:
 (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER SUBSEQUENT AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.

(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER SUBSEQUENT AGREEMENT.
 (3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.

(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF SUBSEQUENT AGREEMENT.
 COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.

INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER SUBSEQUENT AGREEMENT MEET THE INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT BY EITHER:
 (1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTOR, OR
 (2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

CONTRACTOR'S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE TO CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM

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CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT.

CHANGES OR MODIFICATIONS TO SPECIFICATIONS OR CONDITIONS TO THIS REQUEST SHALL ONLY BE MADE BY ISSUANCE OF A WRITTEN AMENDMENT BY COUNTY'S PURCHASING AGENT. NO OTHER CHANGE OR MODIFICATION, REGARDLESS OF SOURCE, SHALL BE BINDING. BIDDERS ARE ADVISED TO BID ONLY AS SET FORTH IN THIS REQUEST.

COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE SELECTED VENDOR.

AUTHORIZATION WARRANTY
 CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.

PROCUREMENT RATED AS COMPLEX

TERMINATION FOR CONVENIENCE:
 ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT.

AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED.

VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.

TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE:
 VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

TERMINATION FOR GRATUITIES:
 COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.

PRICE SHEET

REQUEST FOR BID

SO NO : RFB-IS-20200835-1

COMPANY NAME : ImageTrend, Inc.

BID DUE: 03/31/20 12:00:00 PM

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LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UOM	UNIT PRICE	EXTENDED AMOUNT
1	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>EPCR EMS-ONE-TIME FULL INTEGRATED SYSTEM FEES</p> <p>INTEGRATIONS SETUP, IMPLEMENTATION, TRAINING SERVICES - INCLUDES CLIENT ONSITE MEETINGS - BASE SYSTEM</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	1.00	EA	\$67,500.00	\$67,500.00
2	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>NFIRS RMS-ONE-TIME FULL INTEGRATED SYSTEM FEES</p> <p>INTEGRATIONS SETUP, IMPLEMENTATION, TRAINING SERVICES - INCLUDES CLIENT ONSITE MEETINGS - ADD-ON MODULE</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	1.00	EA	\$66,615.00	\$66,615.00
3	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>FIRE PREVENTION INTEGRATION SETUP-ONE-TIME FULL INTEGRATED SYSTEM FEES</p> <p>IMPLEMENTATION, TRAINING SERVICES - INCLUDES CLIENT ONSITE MEETINGS - ADD-ON MODULE</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	1.00	EA	\$37,100.00	\$37,100.00
4	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>SOFTWARE - ALL IN ONE LICENSES AND INTEGRATIONS</p> <p>DATAMART, CAD CONNECTION EMS/FIRE, HOSPITAL AUTO FEED LICENSE FEES - COMMERCIAL OFF THE SHELF - SINGLE SIGN-ON -ONE TIME FEES</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES</p>	12.00	EA	\$7,229.00	\$86,748.00

PRICE SHEET

REQUEST FOR BID
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COMPANY NAME : ImageTrend, Inc

BID DUE: 03/31/20 12:00:00 PM

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LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UOM	UNIT PRICE	EXTENDED AMOUNT
5	<p>COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p> <p>COMMODITY CODE: 208-53-00-0000000</p> <p>SOFTWARE AS A SERVICE FEE - EPCR EMS -</p> <p>SAAS *INCLUDES OFF-LINE FIELD MODULE FOR IPADS, CHROME, OR WINDOWS, WITH ADD-ON NFIRS REPORTING SINGLE FORM, PLUS ANNUAL SUPPORT. ANNUAL FEES. SINGLE SIGN-ON, COMMERCIAL OFF THE SHELF (COTS), DHS COMPLIANCE REQUIRED. RECURRING FEES: - MONTHLY PAYMENT AMOUNT</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	12.00	EA	\$25,312.50	\$303,750.00
6	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>SOFTWARE AS A SERVICE FEE - FIRE NIFRS RMS -</p> <p>FIRE NIFRS RMS - SAAS *INCLUDES OFF-LINE FIELD MODULE FOR IPADS, ANDROID, OR WINDOWS, WITH ADD-ON FIRE INSPECTIONS OFF-LINE MODULE, PLUS ANNUAL SUPPORT. ANNUAL FEES. SINGLE SIGN-ON, COTS - MONTHLY PAYMENT AMOUNT</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	12.00	EA	\$5,551.25	\$66,615.00
7	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>SOFTWARE AS A SERVICE FEE - FIRE PREVENTION EMS</p> <p>SAAS INCLUDES INSPECTIONS, INVESTIGATIONS, PERMITS MODULES, PLUS ANNUAL SUPPORT. ANNUAL FEES. SINGLE SIGN-ON, COTS -- MUST SUPPORT LA COUNTY FIRE AMMENDED CALIFORNIA CODES OUT OF THE BOX. -MONTHLY PAYMENT AMOUNT</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	12.00	EA	\$17,360.58	\$208,326.96
8	<p>COMMODITY CODE: 208-53-00-0000000</p>	12.00	EA	\$3,437.50	\$41,250.00

PRICE SHEET

REQUEST FOR BID

SO NO : RFB-IS-20200835-1

COMPANY NAME : ImageTrend, Inc.

BID DUE: 03/31/20 12:00:00 PM

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LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UOM	UNIT PRICE	EXTENDED AMOUNT
	<p>SOFTWARE AS A SERVICE FEE -</p> <p>REDINET & HOSPITAL AUTOMATED EXPORT/IMPORT AND REPORTING WITH EOUTCOME DATA SUPPORT, SINGLE SIGN-ON, COTS -MONTHLY PAYMENT AMOUNT</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>				
9	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>SOFTWARE AS A SERVICE FEE-ADVANCED DATA REPORTING-</p> <p>INCLUDING GEOCODING, GRAPHICS, AND CALCULATIONS FOR ALL COMBINED EPCR, FIRE, PREVENTION, DATA COLLECTED IN A WEB-ACCESSIBLE, NIST SECURE PLATFORM. INCLUDING COTS CALIFORNIA CORE MEASURES, FIRE DATA, EMS PERFORMANCE INSIGHTS. SINGLE SIGN-ON WITH DASHBOARDS AND DATA-ORIENTED TRIGGERS FOR NEAR-REALTIME DATA DISTRIBUTION AND SHARING. -MONTHLY PAYMENT AMOUNT</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	12.00	EA	<u>\$21,012.50</u>	<u>\$252,150.00</u>
10	<p>COMMODITY CODE: 208-53-00-0000000</p> <p>SUPPORT-DEDICATED CONSULTANT, SUPPORT, INCLUDES CLIENT ONSITE MEETINGS & ANNUAL CONFERENCE REGISTRATION FOR FOUR LA COUNTY ATTENDEES.</p> <p>PER SPECIFICATIONS AND BAA ATTACHED</p> <p>ONLINE REQUEST #2002782 UNIT. 40078 OBJ. 4020</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO : IMD-SYSTEMS DEV SECTION 5815 RICKENBACKER RD - SDS SPECIAL SERVICES COMMERCE, CA 90040 ATTN : (323) 890-4152 FUND#40428</p>	12.00	EA	<u>\$6,385.83</u>	<u>\$76,629.96</u>

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

Date: 3/09/2020

SPECIFICATIONS

Request for Quotation
No.:

RFB-IS-20200835

Requisition RQN-FR-
No.: 20027123

For: Electronic Patient Care Record Software

Written By: Bryan Wells Approved By: _____

BIDDER TO COMPLETE THE FOLLOWING INFORMATION:

ImageTrend Proposals

Company Name: ImageTrend, Inc. Bid Prepared By: Team

Address : 20855 Kensington Blvd, Lakeville, MN 55044

Phone: 952-469-1589 Fax: 952-985-5671

INSTRUCTIONS:

Bidder shall complete right-hand column, wherein your product or service differs, indicating performance, specific size, make and model of all components, and/or any other variances, when not exactly as specified. When bidder is bidding item/service exactly as described in the left-hand column, please state "As Specified" in the right-hand column. Failure to complete this form and return it with the bid may result in the rejection of your offer.

REQUIREMENTS	INDICATE EXCEPTION OR "AS SPECIFIED" BELOW
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Objective

To help the District succeed in its strategic goals, and continue its position as a leader in public service, the District is inviting proposals from industry-recognized vendors in providing a mobile electronic patient care reporting (ePCR) system that is supported by a back-end record management system (RMS) with complete integration into a National Fire Incident Reporting System (NFIRS) data collection and reporting system.

The system will be specific to patient information, and utilize vendor-hosted technology to support such system. The Contractor shall have the capability of storing an annual amount of approximately 350,000 patient records for the life of the contract, and should expect an annual growth factor of 3%. Legacy data management will be included as part of the work requirement. Contractor shall provide a commercial-off-the-shelf (COTS) based, remote hosted ePCR and NFIRS application, which shall include all related software applications and hosting services.

Preferably, the system will integrate with the District current National Fire Incident Reporting System (NFIRS) records for archive data retrieval. The System from the awarded vendor will be used as the primary manner in which NFIRS is recorded by the District. The District will need to be in a position to retrieve and update structured patient records utilizing the National EMS Information System (NEMSIS) v3 format and establish the "roadmap" to NEMSIS v3.4. (See Appendix A). Software shall have integration into Health Information Exchange (HIE), HL7 to NEMSIS 3, also will allow Outcome Data sharing from the Hospital to the ePCR software. Awarded Vendor will propose automated solution to receive the Outcome Data from the Health Information Exchange.

Minimum Requirements

Interested and qualified Proposers that can demonstrate their ability to provide the required services, Statement of Work, of this RFB are invited to submit a proposal, provided they meet all of the following requirements:

- At least five (5) years of documented experience with services equivalent or similar to the services identified in the Statement of Work.
- Proposer must have a current State Business License.
- Proposer must have minimum of five (5) years' experience managing contracts of similar services as described in this RFB.
- Proposer must have provided and implemented an operational EMS Field Data Capture solution in a public agency with at least 100 EMTs and Paramedics within the last five (5) years.
- Proposer must have provided post-implementation support services for EMS Field Data Capture solution.
- Proposed system must be a commercial-off-the shelf (COTS) available product designed for EMS Field Data Capture and released into the market for a minimum for five (5) years.

General Requirements

ImageTrend's Elite solution meets all minimum requirements as specified, except for those specifically called out below. We have highlighted those items in yellow and attached further explanation at the end of this document.

1. Functional Requirements

- The system shall have the following IT Infrastructure:
 - Support XML standards for integration
 - HTML 5 to allow use on any web capable hardware device including iPad, Android, and Windows based devices.
 - Support Standard TCPIP Communication Protocol.
 - Support Standard Windows/Intel/iOS hardware.
 - Allow for software to be upgraded without requiring IT Personnel to manually service each device that is running the software.
 - Capable of configuration changes and software updates pushed to the device running the software.
 - Allow for District to run and configure a separate instance of software and database so that there is no impact from other groups/customers and any customizations are not impacted by shared platform.
 - The licensing for the system will be Enterprise; unlimited number of users.
- The System logic will be designed to reduce errors of decision making by prompting the User when decisions for treatment, administration of medications, or transport to a hospital are not consistent with recorded patient status, injury or vital signs.
- Single architectural platform for all system function modules.
- Software upgrades and New Version Releases included in agreement pursuant to latest version of LEMSA data dictionary, USLA data dictionary, CAIRS and NEMSIS updates.
- Require Dispatch date and time to be recorded from District CAD system.
- Auto calculation of Glasgow Coma Scale (GCS) including age parameters.
- Automatic mLAPSS and LAMS calculation.
- Automatic calculation of weight and temperature from imperial to metric with both units on the ePCR and transmitted PDF.
- Rapid selection of assessment values (i.e., PQRST, Vital Signs, GCS, etc.).
- District configurable medication dosages and administration route limitations.
- The mobile application shall allow for an open narrative field.
- Application shall allow for configuration of data entry fields so that they can be hidden or unhidden, and required or not required. For example, NEMSIS requires a large number of data that the District is not required to collect at this time. The District would reserve the right to hide/lock-out those data elements from the screen and to un-hide/un-lock if needed in the future.
- The system shall create a unique Patient Record Number (PRN) automatically for each Patient Care Report (PCR).
- Medical calls must have an ePCR generated incident number and unit initial dispatch time that is auto-populated to the application. The mobile application must have the ability to record and submit with a signature, via stylus or finger, the following legal documents:
 - Against Medical Advice (AMA) Narrative with Signature

<p>Line</p> <ul style="list-style-type: none"> ▪ Narrative availability in languages other than English selected by the District user (e.g., 5 most common languages in use in Los Angeles County, other than English). ○ Treat and Refer Narrative with Signature Line <ul style="list-style-type: none"> ▪ Narrative availability in languages other than English selected by the District user (e.g., 5 most common languages in use in Los Angeles County, other than English). ○ Elder Abuse Form completion into the Workforce Development, Aging and Community Service (WDACS) system. <ul style="list-style-type: none"> ▪ https://wdacs.lacounty.gov/programs/aps/types-of-abuse/ ▪ https://fw4.harmonyis.net/LACSSLiveintake/ ○ Child Abuse Form completion into the Los Angeles County Child Abuse Reporting Electronic System (CARES). <ul style="list-style-type: none"> ▪ https://mandreptla.org/cares.web/Register/Create • Controlled Medication interface: <ul style="list-style-type: none"> ○ When a district user selects a Treatment Protocol that includes the use of a controlled medication, a series of screens will require the district user to make entries confirming the selected medication: <ul style="list-style-type: none"> ▪ Drug Name Confirmation <ul style="list-style-type: none"> • Midazolam • Morphine ▪ Drug Dose ▪ Drug Expiration Date ○ User Interface shall have a signature form that references a controlled substance waste/use. ○ The awarded vendor shall demonstrate other aspects of controlled medication control measures commensurate with DEA and LEMSA requirements. • Validation points that correspond to NEMSIS and LEMSA reporting requirements and will not allow the incident to be closed without an appropriate response entered in the required fields. Missing validation items are displayed in a contrasting color and can be accessed on one screen. • Web-based hospital access portal for real-time ePCR viewing. When a receiving hospital is selected, that hospital can view the ePCR record for “Incoming” or “En Route” patients. • Auto Orientation, Adaptive user interface. • LEMSA Provider Impressions (PI) shall be indicated by the four-letter PI Code designator. When a PI is selected, the corresponding Treatment Protocol (TP) will be placed in the Treatment Protocol section of the ePCR report by default, e.g. a PI of Chest Pain-STEMI will automatically insert the TP of Cardiac Chest Pain, 1211. The District user may select a different TP manually which will override the default selection. • LEMSA Treatment Protocol (TP) templates loaded for each TP. Each TP will have mandatory and recommended Treatments for each protocol that are highlighted in a contrasting color on the screen. If the mandatory or recommended TP is not addressed, 	<p>See Exception A below</p> <p>See Exception B below</p> <p>See Exception C below</p> <p>See Exception D below</p>
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the District user must provide details as to the reason why the Treatment was not completed.

- The system shall have the ability for identified EMSB personnel to create an alert that will appear on the District Users screen as a pop-up, that will require additional screen entries to proceed. Example of this programming is:
 - Controlled Medication Administration Safety Stop.
 - Incomplete ePCR saving.
 - Treatment Protocols and Provider Impressions that do not match.
 - The alert will function as a reminder to complete a task, or make a narrative or check box entry as to why the task is not being completed.
- Multiple electronic signature capture lines including AMA and Treat and Refer narratives in English and 5 most common foreign languages in use in Los Angeles County. (English, Spanish, Armenian, Korean, Chinese, Tagalog)
- Ability to switch seamlessly between 911 pre-hospital responses to community medicine responses. The software should not be limited to only EMS, 911 pre-hospital response documentation, but also have the ability to document those procedures that are outside of the EMT scope of practice, such as the Advanced Provider units being implemented in LA County.
- Re-population of time and date fields if incorrect automatically populated fields are found.
- Adding additional patients for incidents with multiple patients on a single incident with automatic data population.
- As deemed necessary by the District, fields for mandatory repeat vital signs, medication administration and responses to therapies.
- Ability to add District definable and trackable questions (e.g., specific responses to questions as deemed necessary by the LA County Board of Supervisors; veterans, homelessness, drug use, suspected abuse).
- Ability to view recorded information in chronological order.
- Filtering of activity details (by medications, procedures, vitals, treatments).
- Ability to navigate to any data field (entry or drop-down) within two clicks via data entry short cuts.
- Ability to enter data into fields in any order without restriction.
- **Ability to show in real-time, via information obtained via ReddiNet, receiving hospital status, and contact phone numbers within the interface when a specific hospital is selected.**
- Quick display of selected data points to eliminate need to open each and every data entry field.
- Voice data entry capability for open form narrative fields.
- Patient record review with multiple, basic and advanced filters.

See Exception E below

2. Data Transfer Requirements

- Allow for Transfer of an incomplete or complete ePCR record from one device to another device running the same ePCR software.
- Provide the ability for the user to save unfinished records on the mobile device and to push to the server once a connection is re-established.
- Allow for data transfer using 3 or less steps.
 - Data Transfer methods shall be via a direct push from portal to portal and through a data exchange service. The following are examples of data transfer modes:
 - Mobile Device to Mobile Device
 - Mobile Device to Hospital
 - Mobile Device to Direct Administrative Site
 - Mobile Device to Data Exchange Service to Hospital, Private Ambulance, EMS Bureau.
- Have the capability to output ePCR records via print, fax, email.
- The System shall be web-based with the ability to transmit ePCR data electronically via:
 - Cellular network
 - WiFi network
 - When such networks are not available, the software will store recorded data on the local device until a network connection is established.
 - Additionally, the user will have the ability to login into the ePCR software from any computer (desktop/mobile device).

3. User Interface Requirements

- For the purpose of this document, the User-Interface (“UI”) shall apply to the graphical design of the display for any computing device (Tablet/Desktop computer); Windows based and iOS based devices. The front-end application shall apply to the client-based application, which possesses the algorithmic logic for carrying out the end-users commands. The UI shall follow the guiding principles of the following:
 - Efficient: Apply only the graphical and functional features that are needed
 - Clear: Function tabs shall clearly state or represent its purpose(s)
 - Concise: The use of familiar symbols/pictures and color coding with minimal/reduced wording and graphics.
 - Intuitive: based on the District’s end-user needs, and allow for expansion of services.
 - Configurable:
 - The UI shall provide for flexibility in its design layout, without losing data export functionality.
 - District shall have the ability to change the content of the menu or label as needed.
 - Allow the District to change font size, color and screen resolution.
- Allow for User profile management to control security:

See Exception F below

- Populating name and ID numbers of personnel responsible for creating the report.
- **Optionally, the ability to customize default screens to match user preferences with changes automatically displayed on any devices logged in with the saved user profile.**

See Exception G below

4. Administrative Requirements

- Allow for administrative privileges to be provided to assigned members of the EMS Bureau.
- Enforce County recognized password requirements:
 - Set Parameters for password strength
 - Allow users to reset password individually.
 - Force application to lock itself after a specified idle time with idle time lock manageable by System Administrators.
 - Optionally, provide remote lock access to the application in the event of devices being lost or stolen.
 - Provide the District with a comprehensive software security plan and procedures, including but not limited to access controls, segregation of duties, and change controls. The District must approve the security plan as a part of the implementation phase. Security plan must comply with the Districts security assessment (see Security Requirements section)
- Ability to complete data entry using a stationary worksite computer. The software running on these workstations shall have the same functionality and access as the mobile application. The use of touch screen technology that is used on mobile devices is excluded from this requirement.
- The System shall be fully compatible with the District's Technical Standards listed in Section 3.0.
- The stationary worksite computer software shall allow the end-user to access and complete ePCRs, and other outstanding records that are open and not complete from remote devices without loss of patient information.
- The software shall allow for a supervisor or user to re-open a closed record and allow an addendum of patient and incident information. The addendum shall have a date and time stamp and can be output via a report. The original version of the report will be maintained and accessible by authorized District personnel.
- Reporting tools available for user management and quality assurance. Reporting features shall be capable of being restricted to a defined user security role or group.
- Reporting for individual users shall be restricted based on their employee identification number. One employee shall not be able to access other employee's personal reports. Required report types:
 - Complete/Incomplete Reports
 - Treatment Skills Report
- The ability to send an alert via email to a selected group of recipients. These alerts will include:
 - Unsent ePCR reports
- Preferably the system will allow for uploading and storage of

policies with a UI that allows the end-user to reference as needed. The uploading and editing shall only be allowed by administrative personnel that are given a specified security role.

- Intelligent Form Designer that allows District users to create an “if this, then that” response to data input requirements. Scenarios would be provided by the District. This ability would be changed by the District and/or by Vendor.
 - Example; IF any ALS treatment is performed, THEN an ALS Treatment box is automatically checked.
- The system shall be able to be configured with at a minimum three (3) levels of user security:
 - Level 1-Operational- Firefighters, Paramedics, Firefighter Specialists.
 - PCR Input Screen Page(s).
 - Individual complete/incomplete reports
 - Individual skills performance report.
 - Level 2-Supervisor- Fire Captains.
 - Same as Level 1, plus
 - Open closed reports and make changes to PCRs
 - Crew skills performance reports
 - Level 3-Administrative- Chief Officers, District Nurse Educator Personnel, IT Support
 - Same as Level 1 and 2
 - Advanced data analytic applications
 - Real-time response reports (e.g., Computer Dashboards)
 - District-wide report creation
 - Retrieve individual PCRs
 - Other available back-end RMS applications
 - Additional Levels of access and security will be determined by the District.
- Allow Level 3-Administrative to manage User Roles.
- Ability to receive encrypted messages from a designated ADMIT computer/user.
- Ability to lock or unlock the editing of ePCR records based on security level.
- Editable legal narratives prior to receiving signatures.

See Exception H below

5. Data, Data Storage, and Reporting

- Application shall allow for collection of NEMSIS and LA County EMS Agency (LEMSA) v8 (See Appendix B) defined data elements. When conflict of data occurs the local data requirement shall supersede all others.
 - Support the required data collection of patient information.
 - The awarded vendor shall maintain knowledge and visibility of the most up to date versions of the appropriate data dictionary tables utilized by NEMSIS, LEMSA and USLA.
 - Compliance with current National EMS Incident System (NEMSIS) Data Dictionary (See Appendix A).
 - Awarded vendor shall ensure the most up to date NEMSIS Data Dictionary version is fully

-
- operational throughout the life of the software use.
 - Compliance with Local Emergency Medical Services Agency (LEMSA) Data Dictionary and follow the regulatory policy of said agency (See Appendix B and C).
 - Awarded vendor shall ensure the most up to date LEMSA Data Dictionary version is fully operational throughout the life of the software use.
 - Compliance with reporting of EMS Response data to California All Incident Reporting System (CAIRS).
 - Awarded vendor shall ensure the most up to date CAIRS Data Dictionary version is fully operational throughout the life of the software use.
 - Application shall allow for collection of data consistent with the needs of the United States Lifesaving Association (USLA) and their defined data elements, located in their statistics and definitions (See Appendix D).
 - Synchronized reoccurring patient's data records and histories including past medical history, medications, and allergies.
 - A system generated Sequence Number (SN) shall be assigned for every patient and shall be used as a patient identifier for one CAD incident number (i.e. Mass-Casualty Incidents).
 - Application shall have a component, function or explicit process for management of patient tracking during Multi-Casualty Incidents (MCI).
 - Processing and storage of patient information shall comply with the Health Insurance Portability and Accountability Act ("HIPAA").
 - The system will have audit trail functionality that tracks any user updates for the life of the ePCR record.
 - Patient information shall be stored, managed and secured on external servers hosted by the Awarded Vendor.
 - Required reports include the following:
 - NEMSIS data export report
 - LEMSA data export report
 - Response Time report
 - Procedure Use report
 - Chief Complaint/Provider Impression report
 - No Patient report
 - Provide reporting Interface that allow users to run reports using custom filters and queries based on security profile.
 - Reporting tools must include ability to create reports with dynamic charts, graphs, lists and other reports utilized in the pre-hospital provider industry.
 - Ability to generate ad-hoc reports that include the following:
 - Drop down menu that allows for pre-selected reports.
 - Pre-Selected District User Dictated Reports shall be configurable based on District needs to include:
 - ALS (Advanced Life Support) Notification Report; which will highlight the fields necessary for a district user to provide a complete ALS Notification Report verbally via phone to a receiving hospital in LA County.
-

- Base Hospital Contact (On-Line Medical Control) Report; which will highlight the fields necessary for a District user to provide a complete Base Hospital Contact Report verbally via phone to a Base Station Hospital in LA County.
- Quality Assurance review capabilities with numerous standard reports, statistical analysis, employee and unit performance and key performance indicators.

6. Interface with Other Systems

- Interface with the Department's Computer Aided Dispatch (CAD) system and receive data push within 60 seconds of dispatch and will be reconciled automatically. The District currently uses a Northrop Grumman proprietary and supported product.
- Synchronize and interface with other industry-leading CAD systems, in the event the District changes CAD systems.
- Integrate with ZOLL Cardiac Monitoring devices currently used by the department.
 - ZOLL X Series (EKG)
 - ZOLL AED III (AED)
- EKG and additional data integration with the ePCR system via professional grade product process. This SHALL NOT be done by a secondary means (e.g. using the mobile device to take a photo of the printed EKG information and the linking/embedding into the patient care record.
- Proposed solution for EKG file integration shall include the ability to attach a file downloaded from the EKG to the ePCR via Bluetooth, appropriate data transfer cable, or via response recognition once in the ZOLL (or other EKG provider) cloud service.
- NFIRS incident recording system with a single sign in access to all modules.
- NFIRS
 - The system shall auto complete NFIRS required fields for EMS type responses. An NFIRS reporting module for all reportable responses is required.
 - On scene Fire Incident data entry via Department provided hardware devices. The Awarded Vendor shall provide a vendor-hosted Records Management System (RMS) system to allow the management of patient information records and incident records.
 - A complete NFIRS solution is required to replace the current NFIRS system used by the District. This system will be Commercial Off-the-Shelf (COTS) and will seamlessly tie into the CAD system currently used by the District. The NFIRS system will allow for the recording of all EMS, Fire, Hazardous Materials and other NFIRS reportable responses. Through information derived via the connection to the Districts CAD system, many report elements will be auto-completed with minimal additional inputs needed from the District user. A demonstration of the NFIRS system shall be provided to the District by the Vendor. To ensure the NFIRS system will meet the needs

See Exception I
below

of the District, the District will reserve the right to test the NFIRS system prior to acceptance.

Upon completion of the ePCR, patient information shall be capable of being distributed, via a secured network/exchange service, to one or more of the following:

- Transporting Private Ambulance Provider
- Receiving Hospital
- Trauma Center Hospital
- District designated location
- Other public safety agencies as deemed qualified by the District
- Department of Health Services, Local EMS Agency
- Distribution of the completed ePCR shall be by PDF format as approved by the District.
- The ePCR RMS shall interface/integrate with the following:
 - Computer Aided Dispatch (“CAD”) system
- Preferably interface with the District’s daily-staffing rosters, from the District’s IPFIRS/Electronic Timekeeping System. This will contain a list of personnel that are on duty and are responding to individual incidents. The objective is to relieve the User from manually inputting each team member’s name and identification number on the recorded document.
- Preferably, the Awarded Vendor has the Ability to interface with other industry-leading Timekeeping systems.
- A third party vendor supported Hospital Information Exchange system that is compliant with HL7 and NEMESIS data standards. This is only if the Awarded Vendor justifies that a third party service will be most beneficial for the District. The Awarded Vendor’s independently owned HIE system will have first priority for implementation and use regarding this requirement.
- System shall allow for extraction of data for ad-hoc reports, data mining and queries, Extraction shall be outputted in the following reporting formats
 - CSV: Comma Separated Value
 - XML: Extensible Markup Language
 - XLS: Microsoft Excel Spread Sheet File
 - PDF: Portable Document Format
- System shall allow for Structured Query Language (SQL) back-end queries and reports with the use of third party reporting software.
- System shall report via email to specified District users when a possible CAD disconnection is perceived. A “No CAD Data” email will be sent when there has been less than one CAD record processed within the last 20 minutes. As soon as CAD data is processed following a No CAD Data report email, a “CAD Data Received” email will be sent to the same District users when CAD Data is received.

See Exception J below

7. NFIRS Data Collection and Reporting, Fire Prevention Inspection Data Collection

- National Fire Incident Reporting System (NFIRS) Data Collection and Reporting shall be in accordance with the latest State of California reporting Guidelines as well as Federal

Guidelines.

- Awarded Vendor will be responsible for maintaining awareness to changes in State and Federal reporting guidelines and make the necessary changes to the reporting tool as appropriate, within the timeframes set forth by such collection agencies.
- Current NFIRS specification release is NFIRS 5.0
- See Appendix E
- NFIRS Data Collection and Reporting will be seamless with the ePCR platform for medical responses. Single sign in access to the ePCR platform and NFIRS platform.
 - User interface for one platform will reflect similar style input methodologies for other platform so as to reduce user training needs.
- District configurable drop down menus or lists depending on the report being generated compliant with NFIRS reporting requirements.
- District configurable workflow based upon call type to reduce documentation time (Auto fill NFIRS sections for patient identification to Not Applicable (N/A) when there is not a patient found).
- Integration with CAD as described in Section 1 (Functional Requirements).
- District configurable validation tool for NFIRS data entry components.
- Ability for District Administrative Bureau personnel with appropriate permissions to create reports based on data entered by other District personnel.
- **On line and Off line data collection capabilities.**
- Fire Prevention Inspection and Business Information data collection capabilities.
 - Prevention Inspection Scheduling tool and impromptu inspection data entry capability.
 - Capability to initiate permits and route to appropriate approvers prior to issuing a permit.
 - Capability to send various types of violation notices via the system.
 - District configurable documents or workflow based on the type of inspection being completed (Brush, Business, Assembly, etc).

See Exception K below

Hardware Requirements

- The UI shall allow for the following input devices:
 - Keyboard (physical and onscreen)
 - Mouse
 - Touch Screen
 - Integrated cameras
- Ability to attach pertinent photos, scanned documents, or other file formats to the ePCR through the technology on the hardware device.
- Driver License scanner capability via hardware device.
- **Optionally, passport scanner capability via hardware device.**

See Exception L below

Security Requirements

- System architectural design and hosting consistent with Open Web Application Security Project (OWASP) standards.
- State and Federal data privacy requirements and HIPAA guidelines.
- Secure login following password guidelines specified by the District (Password Validation, Password Encryption, Password Reset parameters).
- Breach notifications and audit trails.
- 128-bit encryption Security Certification.
- SOC 2 Security Requirements.
- Secure hosting environment.
- Awarded vendor must comply with the SAAS security requirements. (Appendix E).

Vendor Support

- Live, In-person, On Site Train the Trainer sessions. District anticipates this training should take no more than eighty (80) hours.
 - Training for District Operations Bureau Personnel who will in-turn instruct other District Operations Bureau Personnel.
 - Webinar based Training Sessions when the system is upgraded to such an extent that would require additional training, or at the request of the District.
 - On line, updated user manuals and Software Documentation.
 - Regular business hours telephone support.
 - Account management provided to the District from the Awarded Vendor in the form of an Account Manager. The Account Manager will be at a location specified by the awarded vendor but accessible to the District by phone, webinar or video conferencing. After initial training, the District anticipates direct support needs not to exceed more than 10 hours per week.
 - Help Desk Ticket capability for users to request support for technical issues not requiring interaction with the Account Manager.
 - For documentation purposes and to record number of hours utilized and associated costs, Awarded Vendor will provide a rates table by role to be used for any programming enhancement.
 - Vendor shall provide price per hour for programming capabilities and include number of hours of additional programming that they determine may be necessary to support this agreement.
 - Catastrophic data or network disaster recovery and site mirroring with 24 hour maximum time allowed for full restoration of services and data.
 - All data entered into the EMS ePCR, RMS, NFIRS system and any additional modules that allow for data entry shall be the property of the District for the life of the software use.
 - The awarded vendor shall store the Districts data on their servers for a period of one year from the date of
-

service termination or shall transfer all District data back to the District within 30 days of service termination.

- **Awarded Vendor is required to provide and send the District the replication of all District data via data extract format (format to be determined) at least once daily.**
 - **Awarded Vendor is to provide the District knowledge and support in constructing the data schema of the database, including a data dictionary.**

Appendix

Appendix A – NEMESIS Data Dictionary

<https://nemsis.org/technical-resources/version-3/version-3-data-dictionaries/>

Appendix B – Los Angeles County EMSA Data Dictionary

http://file.lacounty.gov/SDSInter/dhs/1021589_LA-EMSDataDictionary.pdf

Appendix C – OC Meds Data Dictionary

http://www.healthdisasteroc.org/ems/ocmed/oc_meds_data_dictionary

Appendix D- USLA Statistics Notes and Definitions of Statistical Terms

<http://arc.usla.org/Statistics/definitions.asp>

Appendix E- NFIRS 5.0 Documentation Guide

<https://www.usfa.fema.gov/data/nfirs/support/documentation.html>

Appendix F- Software-As-A-Service (SAAS) Vendor Security and Privacy Assessment

1. Functional Requirements

Exception A

Elder Abuse Form completion into the Workforce Development, Aging and Community Service (WDACS) system.

- <https://wdacs.lacounty.gov/programs/aps/types-of-abuse>
- <https://fw4.harmonyis.net/LACSSLiveintake>

Because of the format and means to which this data is collected, ImageTrend would recommend placing a link to the required websites for the user to fill out and submit the data needed directly through the WDACS system. ImageTrend has the ability to make these forms as worksheets but has limited success in importing the data into WDACS because of their required formats.

Exception B

Child Abuse Form completion into the Los Angeles County Child Abuse Reporting Electronic System (CARES).

- <https://mandreptla.org/cares.web/Register/Create>

Because of the format and means to which this data is collected, ImageTrend would recommend placing a link to the required websites for the user to fill out and submit the data needed directly through the CARES system. ImageTrend has the ability to make these forms as worksheets but has limited success in importing the data into CARES because of their required formats.

Exception C

LEMSA Provider Impressions (PI) shall be indicated by the four-letter PI Code designator. When a PI is selected, the corresponding Treatment Protocol (TP) will be placed in the Treatment Protocol section of the ePCR report by default, e.g. a PI of Chest Pain-STEMI will automatically insert the TP of Cardiac Chest Pain, 1211. The District user may select a different TP manually which will override the default selection.

ImageTrend has the ability to do four letter words for provider impression (PI) value labels. The PI is not associated with the protocol selection field (eProtocol.01), meaning when you select a primary impression value it will not automatically trigger the correlating protocol value. Our software solution has the ability for validation rules and visibility rules to assist in documentation, or to limit the display of certain values. Validation rules or Visibility rules can be created to hide unrelated protocol values in the list when a primary impression is selected. Creation of validation rules to require users document specific required treatments included in the protocol can be accomplished, however, if the treatment protocol should be overridden by the provider validation will flag until the field is recorded, although this practice would not be highly recommended.

Performance Insights within Continuum is a module that brings your provider and organization level situational awareness through industry trends, clinical and operational metrics, incident specific detail

and patient interactions. It offers value with near real-time insights that allows proactive continuous performance improvement.

Exception D

LEMSA Treatment Protocol (TP) templates loaded for each TP. Each TP will have mandatory and recommended Treatments for each protocol that are highlighted in a contrasting color on the screen. If the mandatory or recommended TP is not addressed, the District user must provide details as to the reason why the Treatment was not completed.

Elite can display all of the treatment protocols within a Situation Tool™, but Elite does not have recommended or mandatory treatments for each protocol. System administrators can create Supplemental Questions (custom questions) for field users to document explanations for protocol deviation.

Exception E

Ability to show in real-time, via information obtained via ReddiNet, receiving hospital status, and contact phone numbers within the interface when a specific hospital is selected.

ImageTrend would work with ReddiNet to accomplish this task. ImageTrend would first do requirements gathering with the help of LA County and ReddiNet. Once the project is completely understood a Statement of Work/ Change Order is created. ImageTrend would then develop a feature to show information obtained from ReddiNet inside of the ePCR. If further information and cooperation from ReddiNet is needed, ImageTrend would be open to integration discussions, opening into a collaborative discovery process with them, or any vendor, to create a Statement of Work / Change Order to accomplish your desired integration.

3. User Interface Requirements

Exception F

Allow the District to change font size, color and screen resolution.

Elite does not have a UI setting to adjust color. Resolution is determined by browser and device settings. Font size can be adjusted in the UI, within PDF reports.

Exception G

Optionally, the ability to customize default screens to match user preferences with changes automatically displayed on any devices logged in with the saved user profile.

ImageTrend does not support. User defined dashboards of specific reports, views, and formats of data is provided and displayable by user. The actual operating system configurations of color, font, etc are not managed by ImageTrend Elite nor changeable within the application.

4. Administrative Requirements

Please note: ImageTrend would recommend using Report Writer, our proprietary reporting tool, or preset values with validation to make sure this field is accurately completed. ImageTrend would work with the customer to figure the best way to accomplish this task.

Exception H

Real-time response reports (e.g., Computer Dashboards)

Near-real time reporting available on data Elite receives or collects within Continuum.

6. Interface with Other Systems

Exception I

ZOLL AED III (AED)

ImageTrend believes this can be accomplished, but it will need to be done through Bluetooth or infrared depending on the AED. This may require custom development depending on the hardware chosen by the agency and method of transmission support by the Zoll AED. It is not common practice at this time.

Exception J

Preferably interface with the District's daily-staffing rosters, from the District's IPFIRS/Electronic Timekeeping System. This will contain a list of personnel that are on duty and are responding to individual incidents. The objective is to relieve the User from manually inputting each team member's name and identification number on the recorded document.

ImageTrend would need to work with the County to determine if an interface between the applications is possible. We would work together to create a Statement of Work / Change Order describing the workflow and application changes to accomplish this task. ImageTrend has an interface in place with scheduling applications that focus on fire department and EMS organizations.

Exception K

On line and Off line data collection capabilities.

Elite does not offer the ability to complete an NFIRS report for a building report without an internet connection. Users can complete the 300 series or EMS incidents in Elite Field without an internet connection through the ePCR.

There are solutions included in the proposal called Elite Field for EMS and Mobile Inspections that are off-line and provide both online and offline data collection.

Hardware Requirements

Exception L

Optionally, passport scanner capability via hardware device.

ImageTrend has not developed a passport scanner at this time. This would require custom development and discussion with you to determine if all passports would be required or only the United States passport, which we are more familiar with.



EL DORADO HILLS FIRE DEPARTMENT

"Serving the Communities of El Dorado Hills, Rescue and Latrobe"

DATE: April 15, 2021
TO: Board of Directors
AGENDA ITEM: Item XIV-D
SUBJECT: Fire Station Solar System Purchase Opportunity

Almost five (5) years ago, the El Dorado Hills Fire Department (Department) had solar systems installed in four (4) of its fire stations (Stations 84, 85, 86 and 87) by Vista Solar, Inc. As part of that installation, the Department entered in a twenty (20) year Power Purchase Agreement (PPA) with Technology Credit Corporation (TCC), a solar leasing company.

The PPA provides the Department an opportunity to terminate the leases and purchase the solar systems at the sixty-first (61) month of the lease. The Department has been tracking the solar system productivity over the years and has completed a financial analysis of its options to continue the leases or buy the systems. Through this analysis, we have identified an opportunity for long-term savings if we exercise our option to terminate the lease and purchase the solar systems.

To terminate the lease and purchase the solar systems, we are required to provide a ninety (90) day written notice and pay the Termination Value of the agreements. The ninety (90) day notice timeline for fire stations 86 and 85 is May 1st. The ninety (90) day notice timeline for fire stations 84 and 87 is June 1st.

Fiscal Impact

If we continue with the lease option, there are 10 years remaining of the 15 year lease term. The lease has a stated interest rate of 9.9% and the annual lease payments increase by 1.9% each year. The remaining lease payments over the next 10 years total \$746,220. In addition, there would be a cost to purchase the panels at the end of the lease for \$101,107. The combined cost of the panels plus the remaining lease payments is **\$847,327**.

If we exercise the option to purchase the panels after 60 months of the lease term, the purchase price/investment for all four systems would be roughly **\$354,382** (plus or minus any solar credits earned in year 5 of the lease).

While exercising the purchase option is clearly less expensive for the District, it is important to note that the District would be losing the monitoring and maintenance on the system that is currently provided by TCC. However, there is a 10 year limited warranty on workmanship from Centrica (formerly Vista Solar) which includes monitoring of the system during the coverage period. The inverter and panels also have an extensive product warranty on them (20-25 years). Even with the warranties, there may be a small cost associated with

maintaining the system into the future, but it is expected to be minimal in comparison to the added cost of the lease. The panels are expected to produce at 80-85% of maximum capacity after reaching 20-25 years of age and can produce as high as 70% of maximum capacity after reaching 40-50 years of age, so it is expected the District will benefit from these systems for many years to come.

Another consideration is the opportunity cost of expending the cash up front to purchase the panels and not being able to invest/earn interest on those funds. The estimated interest/investment earnings on \$354,382 over 10 years is approximately \$57,000 at a 1.5% annual rate of return and \$174,000 at a 4.5% annual rate of return. This is significantly less than the cost of the lease over the remaining 10-year term.

Recommendation

Staff recommends the board authorize the Department to terminate the lease and purchase the solar systems for a price not to exceed three hundred seventy-five thousand dollars (\$375,000).

Submitted by:



Michael Lilienthal
Deputy Chief Administration

Approved by:



Maurice Johnson
Fire Chief



Jessica Braddock
Director of Finance

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1318, (the "Agreement"), by and between El Dorado Hills County Water District ("Customer") and Technology Credit Corporation ("Power Supplier").

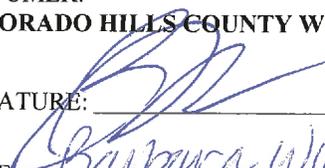
Location of System: 4680 Golden Foothill Parkway, El Dorado Hills, CA 95762

Size of System: 41.230 kW/DC

Operational Commencement Date: 9/1/2016

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE:  _____

NAME: Barbara Winn _____

TITLE: Board Chair _____

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1315, (the "Agreement"), by and between El Dorado Hills County Water District ("Customer") and Technology Credit Corporation ("Power Supplier").

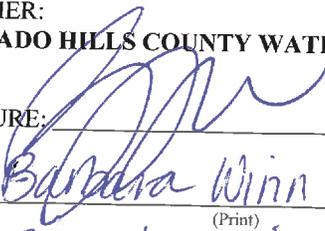
Location of System: 2180 Francisco Drive, El Dorado Hills, CA 95762

Size of System: 40.3650 kW/DC

Operational Commencement Date: 9/1/2016

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: 

NAME: Barbara Winn
(Print)

TITLE: Board Chair

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1316, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Location of System: 1050 Wilson Boulevard, El Dorado Hills, CA 95762

Size of System: 78.120 kW/DC

Operational Commencement Date: 8/1/2016

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE:  _____

NAME: Barbara Winn _____

TITLE: Board Chair _____

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1317, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Location of System: 3670 Bass Lake Road, El Dorado Hills, CA 95762

Size of System: 28.520 kW/DC

Operational Commencement Date: 8/1/2016

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE:  _____

NAME: Barbara Winn _____
(Print)

TITLE: Board Chair _____

**POWER PURCHASE AGREEMENT
NO. 1315**

Dated as of November 13, 2015

By and between

EL DORADO HILLS COUNTY WATER DISTRICT

and

TECHNOLOGY CREDIT CORPORATION

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT NO. 1315 (the "Agreement"), dated as of November 13, 2015 (the "Effective Date"), is by and between **El Dorado Hills County Water District** (hereinafter referred to as "Customer") and **Technology Credit Corporation** (hereinafter referred to as "Power Supplier") (each a "Party" and collectively the "Parties") as follows:

RECITALS

WHEREAS, Customer has entered into an agreement in the form attached as Exhibit A (the "Installation Contract") with **Vista Solar, Inc.** (the "System Provider") whereby the System Provider will design, engineer, configure, provide, install and construct, and Power Supplier will purchase, an electrical grid-connected photovoltaic, solar power system with a total generating capacity rated at **40.365 kW/DC** (referred to as the "System", as described in Exhibit B), at Customer's location at **El Dorado Hills Fire Department, Station 84, 2180 Francisco Drive, El Dorado Hills, California 95762** (the "Site");

WHEREAS, Power Supplier desires to sell, and Customer desires to purchase, all electrical energy (the "Solar Energy") generated by the System at the Site;

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

1. Purchase and Sale of Solar Energy. Customer engages Power Supplier to provide Solar Energy to Customer at the Site, and Power Supplier agrees to provide Solar Energy to Customer at the Site, all in accordance with the terms and conditions set forth herein.
2. Construction, Installation and Testing of System. With respect to the Site on which a System is to be installed:
 - 2.1 Installation. Customer will cause the System to be designed, engineered, installed and constructed in accordance with the terms of the Installation Contract. Power Supplier shall have the right to review and approve, such approval not to be unreasonably withheld or delayed, the Installation Contract, all construction plans, including engineering evaluations, the System power output ratings and all warranties and approvals required related to the System. Customer shall, pursuant to the Installation Contract, cause System Provider to procure all materials as required for the installation of the System. All warranties provided by System Provider under the Installation Contract and all manufacturer's warranties shall be for Power Supplier's benefit during the Term, and will otherwise be transferred to Customer if and when the System is purchased by Customer from Power Supplier under the terms of this Agreement.
 - 2.2 Utility and Other Approvals. Customer shall cause System Provider to have the primary responsibility for preparing applications and obtaining all permits, licenses and approvals required for the installation, operation and maintenance of the System. Customer shall not make any material changes to its electrical system at the Site after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the Utility's approval of such interconnection. If the electric utility for the Site (the "Utility") requires upgrades or additional equipment in addition to the System set forth in the Installation Contract, Power Supplier may, at Power Supplier's option, terminate this Agreement with respect to the Site immediately subsequent to notification from the Utility. So long as Power Supplier has not made payments of any kind to System Provider related to the System ("Progress Payments"), or such Progress Payments have been repaid to Power Supplier together with any applicable interest amounts under the Installation Contract or this Agreement, the Parties shall not be obligated to go forward with installation of the System at the Site if the applicable utility approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. If additional System upgrades or additional equipment are provided to meet local utility or interconnection requirements, Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4 for increased costs caused by changes in any constitutional provision, law, regulation, ordinance, or other requirement of a governmental authority, including any taxing authority ("Applicable Law").
 - 2.3 Access to Site. Customer hereby grants to Power Supplier for the Term, including any Extension Periods as defined in Section 7.1 plus reasonable time for System removal, a non-exclusive easement to the portions of the Site as reasonably required by Power Supplier to maintain and operate the System during the Term, which easement shall include ingress and egress rights to the Site for Power Supplier and its employees, sub-contractors or affiliates and access to electrical panels and conduits to interconnect the System with the Site electrical wiring. This easement is in addition to Power Supplier's rights as lessee under the Site Lease Agreement between Power Supplier and Customer or the owner of the Site. Customer

shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and System and for the parking of vehicles reasonably necessary for maintenance, operation and monitoring or removal of the System.

2.4 Solar Energy Delivery. The date on which the delivery of Solar Energy to the Site commences (the “Operational Commencement Date”) shall be the date on which all of the following shall have occurred: (a) Customer has obtained all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System and they are in full force and effect; (b) the System has achieved "Commercial Operation" under the Installation Contract; (c) Customer has entered into an interconnection agreement with the Utility; (d) Customer has executed and delivered to Power Supplier a Certificate of Operational Commencement, substantially in the form provided in Exhibit C; and (e) Power Supplier has received good title to the System. Customer agrees to deliver a Certificate of Operational Commencement no later than three (3) business days after receiving notice from System Provider that the System has achieved commercial operation as understood under the Installation Contract. If the Operational Commencement Date does not occur by September 30, 2016, Power Supplier may terminate this Agreement and require Customer to repay to Power Supplier any Progress Payments paid by Power Supplier, together with any applicable interest amounts, as calculated under the Installation Contract or this Agreement.

2.5 Insurance.

2.5.1 Effective as of the Operational Commencement Date, Customer shall obtain and continuously maintain through the end of the Term of this Agreement (and any renewal or extension thereof), at its own expense, commercial general liability insurance and all-risk property and casualty insurance, insuring against loss or damage to the System, including, without limitation, loss by fire (with extended coverage), theft and such other risks of loss as are customarily insured against with respect to systems comparable to the System and by the types of businesses in which the System will be used. Such insurance shall be in such minimum amounts, with such deductibles, in such form and with such insurers satisfactory to Power Supplier. Notwithstanding the foregoing, the amount of the minimum insurance coverage for loss or damage to the System shall not be less than the applicable Termination Value in Exhibit D (if any) under this Agreement, from time to time. Each such insurance policy shall name Customer as an insured, shall name Power Supplier as an additional insured and loss payee, and shall name the building lessor under the Site Lease Agreement as an additional insured. Each policy shall contain a clause requiring the insurer to provide Power Supplier notice, delivered in accordance with the policy provisions, if any of the above described policies is canceled before the expiration date thereof. Customer shall furnish to Power Supplier a copy of the additional insured endorsements, certificates of insurance or other evidence satisfactory to Power Supplier, stating that such insurance coverage is in effect; provided, however, that Power Supplier shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Customer in the event such insurance coverage fails to comply with the requirements set forth above. Customer shall give Power Supplier prompt notice (not to exceed ten (10) days) of (1) any damage to, theft or loss of, any of the System, or any part thereof, or (2) any personal injury or property damage resulting from the use of any of the System. Customer shall be compensated for providing adequate insurance coverage as described in this section in an amount set out in Exhibit D (“Insurance Credit”) which the Parties acknowledge adequately compensates Customer. Furthermore, Customer shall compensate Power Supplier for any shortfall in insurance proceeds, net of deductibles, resulting from the System being underinsured or uninsured at the time of damage or loss.

2.5.2 Customer shall bear the risk of loss and damage to the System due to Customer’s negligence or willful misconduct, or for any damage to System caused by Customer staff, patrons, or property-related causes, and for any repair work required to place the System in good repair, condition and working order due to Customer’s negligence, willful misconduct or cause.

2.6 Title to System. Customer hereby assigns to Power Supplier all of its right, title and interest in and to the Installation Contract. It is expressly agreed that Customer shall at all times remain liable to System Provider under the Installation Contract to perform all duties and obligations as that of purchaser or owner thereunder, except for the obligation to purchase the System to the extent expressly assumed by Power Supplier hereunder, and that Power Supplier shall be entitled to the same rights as the Customer under the Installation Contract. Power Supplier shall have no liability for System Provider’s failure to meet the terms and conditions of the Installation Contract. At the time that the work constructing the System is substantially complete under the terms of the Installation Contract (and prior to the Operational Commencement Date), System Provider shall deliver to Power Supplier a bill of sale in a form and substance acceptable to Power Supplier transferring right, title and interest to the System to Power Supplier. Power Supplier or Power Supplier’s assigns shall at all times retain title to and be the legal and beneficial owner of the System, including the right to any federal or state

renewable energy production tax credits (or refundable tax credit thereof, as applicable), investment tax credits, any applicable rebates under state law, tax depreciation and any other beneficial interests of ownership available under federal, state, or local law (collectively, the "Tax Incentives"), and the System shall remain the personal property of Power Supplier or Power Supplier's assigns, and shall not attach to or be deemed a part of or fixture of the Site.

3. Operations and Maintenance of System.

3.1 Operations and Maintenance Work. Power Supplier shall be responsible for the operation, monitoring and maintenance the System during the Term, including the monitoring and maintenance of metering for the System determining the quantity of electricity produced by the System.

3.2 Phone/Data Line. Customer shall properly maintain and pay for a communications line necessary to permit Power Supplier to record the electrical output of the System for the entire Term.

3.3 Malfunctions and Emergencies.

3.3.1 Each Party shall notify the other Party within twenty-four (24) hours following its discovery of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of Solar Energy. Power Supplier and Customer shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Power Supplier's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Power Supplier and Customer each shall notify the other Party immediately upon the discovery of an emergency condition in the System.

3.3.2 Power Supplier shall cause the commencement of repairs to the malfunctioning System and restore the supply of Solar Energy as soon as reasonably possible after notice or upon its own discovery of any of the conditions specified in Section 3.3.1 during normal business hours and, subject to Section 2.3, take steps to mobilize personnel to commence repairs after notice or discovery of a condition requiring repair or other corrective action.

3.4 Metering.

3.4.1 Maintenance and Testing. The Installation Contract shall provide for the installation of a utility grade kilowatt-hour ("kWh") meter (the "Meter") for the measurement of Solar Energy provided to Customer. Upon Customer's written request, Power Supplier shall furnish a copy of all technical specifications and accuracy calibrations for the Meter, as well as all metering data and energy production calculations. Power Supplier shall test the Meter in compliance with manufacturer's recommendations. Once per calendar year, Customer shall have the right to audit all Meter data upon reasonable notice, and any such audit shall be at Customer's sole cost. Customer shall have a right of access to the Meter at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations.

3.4.2 Adjustments. If testing of the Meter pursuant to Section 3.4.1 indicates that the Meter is in error by more than two percent (2%), then Power Supplier shall promptly repair or replace the Meter. Power Supplier shall make a corresponding adjustment to the records of the amount of Solar Energy based on such test results for (a) the actual period of time when such error caused inaccurate Meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if such period cannot be so determined, then a period equal to one half (1/2) of the period beginning on the later of (i) the date of the last previous test confirming accurate metering and (ii) the date the Meter was placed into service and ending on the current measurement date; provided, however, that such period shall in no case exceed two (2) years.

3.5 Outages. Customer shall be permitted four (4) four (4) hour outages per calendar year during the Term, provided that Customer shall have notified Power Supplier in writing of scheduled outage at least forty eight (48) hours in advance of its commencement (each, a "Scheduled Outage"), during which times Customer shall not be obligated to accept or pay for Solar Energy. If, due to any Customer action or inaction, the Scheduled Outages exceed the four (4) four (4) hour outages per calendar year, Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such excess Scheduled Outages or any unscheduled outage due to any Customer action or inaction, and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

- 3.6 System Removal for Facility Repairs. If Customer needs to remove the System to repair the roof or other facilities of the Site, then Customer must hire at its own expense contractors that are authorized by the manufacturers of the solar equipment so that the manufacturers' warranties are not voided. The System must be replaced immediately after the completion of the roof or facility repair by authorized contractors at Customer's expense.
- 3.7 Utility Compliance. Customer shall require the System Provider to ensure that all Solar Energy generated by the System conforms to applicable Utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Utility testing and verification, and all related costs.
4. Purchase of Solar Services.
- 4.1 Purchase Requirement. Customer agrees to purchase one hundred percent (100%) of the Solar Energy delivered by the System during the Term. While the Solar Energy is calculated and billed on the basis of kWh of Solar Energy, neither Party may claim that by this Agreement Power Supplier is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Power Supplier shall not claim to be providing electric utility services to Customer and shall not interfere with Customer's ability to select an electric utility except that, to the extent Customer has a choice in selecting an electric utility, electricity power supplier, or other power supplier, Customer shall not select an electric utility, electricity power supplier, or other power supplier that requires, as part of their conditions for service, removal or discontinued operation of the System or the sales hereunder, or causes any reduction in the Solar Energy delivered by the System.
- 4.2 Environmental Attributes; Tax Incentives. Customer's purchase of Solar Energy does not include any marketable environmental attributes or renewable energy credits generated during the Term, which shall be retained and marketed by Power Supplier. Such environmental attributes may include, but are not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, performance based incentive payments, or any other non-power attributes of System or similar Applicable Laws (collectively, "Environmental Attributes"). Power Supplier will have the benefit of any and all Tax Incentives, energy or carbon credit or deduction or the like with respect to the System, whether now or hereafter existing. If required, Customer agrees to cooperate with Power Supplier's reasonable requests for assistance in claiming all Environmental Attributes and Tax Incentives, including, without limitation, filing applications for rebates from the state where the System is located, the federal government or any local utility and assigning the proceeds of such rebates to Power Supplier. Customer agrees not to do or omit to do any act that could jeopardize Power Supplier's ability to claim Environmental Attributes or Tax Incentives. If Customer fails to act in good faith in completing documentation or taking actions reasonably requested by Power Supplier, and such failure results in a loss of any Environmental Attributes or Tax Incentives, Customer shall reimburse Power Supplier for the full amount of such lost Environmental Attributes or Tax Incentives on an after-tax basis. Additionally, if for any reason whatsoever, including, but not limited to, a change in Applicable Law enacted subsequent to the Effective Date of this Agreement which results in a change in the availability or amount of any Tax Incentives, Power Supplier experiences any reduction or loss of any Tax Incentive, then Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4.
5. Price and Payment.
- 5.1 Price. Customer shall pay Power Supplier for Solar Energy provided pursuant to the terms of this Agreement at the rates per kWh (the "kWh Rates") set forth in Exhibit D plus any additional amount required pursuant to Section 5.2.
- 5.2 Taxes. If any federal, state or local taxes are assessed against the sales of Solar Energy or Power Supplier, Customer shall either pay or reimburse Power Supplier for all such amounts due, including any taxes assessed thereon, as set forth in Section 5.3, except for any income taxes imposed on Power Supplier's net income. The kWh Rates set forth in Exhibit D do not contemplate any federal, state or local taxes assessed based on Power Supplier's ownership or control of the System and assessed subsequent to the Effective Date; therefore, any such taxes assessed thereon shall result in an adjustment to the Solar Energy price as described in Section 5.4 herein.
- 5.3 Billing and Payment. Billing and payment for the Solar Energy sold and purchased under this Agreement and any other amounts due and payable hereunder shall be as follows:
- 5.3.1 Payments. Power Supplier shall debit via automated clearing house direct debit ("ACH") to the Customer monthly based on one-twelfth of the annual expected Solar Energy payment ("Monthly Expected Solar Energy Payment") set forth on Exhibit D (the "Expected Solar Energy Payment"). The Monthly Expected Solar Energy

Payment is due monthly in arrears based upon the Operational Commencement Date and on the same date of each succeeding month of the Term. On an annual basis, after the completion of each 12 month period, Power Supplier shall provide Customer with a cumulative accounting of the actual Solar Energy produced from the Operational Commencement Date, compared to the amount billed based on the Expected Solar Energy Payment. On the fifth (5th) anniversary of the Operational Commencement Date and then on an annual basis thereafter (the "Measurement Date"), (a) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is less than that amount that would have been paid based upon the actual Solar Energy produced (the "Under Billed Amount") then Customer shall pay promptly such Under Billed Amount to the Power Supplier, or (b) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is more than that amount that would have been paid based upon the actual Solar Energy produced (the "Over Billed Amount") then Power Supplier shall provide energy to Customer at no charge for that period of time until all energy paid for by Customer has been supplied, such amounts to be reflected as a credit on monthly invoices. Nothing in this Section 5.3.1(b) shall relieve Customer of its obligation to pay all amounts due prior to the Measurement Date. Notwithstanding Section 7.2, any termination of this Agreement by Customer by payment of the Termination Value shall be additionally subject to any and all Under Billed Amounts or Over Billed Amounts as applicable.

5.3.2 Late Payments. All payments hereunder shall be made without set-off or deduction. Any payment not made within ten (10) days of the due date shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Power Supplier. Such interest shall accrue at a monthly rate equal to the lesser of 1.5% or the maximum interest permitted by Applicable Law.

5.4 Adjustments to Solar Energy Price. If there is any change in Applicable Law, or any adjustment in the availability or amount of Tax Incentives subsequent to the Effective Date of this Agreement that is applicable to (i) the operation of the System, (ii) the provision of the Solar Energy, (iii) any reduction or elimination of any Tax Incentives, or, (iv) Power Supplier's obligations hereunder, and such compliance results in a material increase in Power Supplier's costs to provide the Solar Energy, Power Supplier will promptly submit to the Customer a written notice setting forth (a) the citation of the applicable change in Applicable Law or adjustment of Tax Incentives, (b) the manner in which such change in Applicable Law or adjustment of Tax Incentives has changed or will materially increase Power Supplier's costs to provide the Solar Energy, including reasonable computations in connection therewith, and (c) Power Supplier's proposed adjustment to the kWh Rate for the System payable by Customer. Power Supplier's adjustment to the kWh Rate shall result in a new rate that reasonably compensates Power Supplier for the total cost increase related to the change in Applicable Law or the adjustment of Tax Incentives, which adjustment shall remain in effect for the remainder of the Term or until the Applicable Law or the adjustment of Tax Incentives that caused the increase in costs is altered, repealed, or made inapplicable to the System. The Parties further acknowledge that changes may occur in the utility billing procedures or rates, or the application or availability of credits, offsets, reductions, discounts or other benefits, other than those changes caused solely by any variation in the production of Solar Energy from the Estimated System Production set forth in Exhibit D, and that the kWh Rate shall be adjusted upward to the extent necessary to compensate Power Supplier for the total cost increase resulting from such changes. Notwithstanding Section 7.3, in the event of an adjustment to the kWh Rate under this Section 5.4, Customer may terminate this Agreement by payment of the Termination Value.

5.5 Condemnation. If the System or the Site is acquired or condemned by any authority (including Customer, if it has condemnation power under applicable state law) in whole or in part or is sold by Power Supplier in lieu of such condemnation, then this Agreement shall terminate at Power Supplier's election as of the date on which the condemning authority takes title or such earlier date as reasonably necessary or desirable in Power Supplier's reasonable discretion. If Customer receives any compensation for condemnation of System and/or Site, Customer shall pay to Power Supplier a pro rata share of these proceeds based on the fair market value of the System as it bears a relationship to the total fair market value proceeds received for the condemned Site inclusive of the System. The fair market value of System is determined, for this purpose, to be the relevant Termination Value as described in Exhibit D. If condemnation of Site or System is due to any action or inaction of Customer then Customer shall pay to Power Supplier all amounts due under the Agreement and the relevant Termination Value as described in Exhibit D.

6. Covenants of Customer. As a material inducement to Power Supplier's execution of this Agreement, Customer covenants and agrees as follows:

6.1 Health and Safety. Customer shall at all times maintain the areas of the Site consistent with all Applicable Laws pertaining to the health and safety of persons and property.

- 6.2 Security. Customer shall provide and take reasonable measures for security of the System, including commercially reasonable monitoring of the Site's alarms.
- 6.3 Notice of Damage. Customer shall promptly notify Power Supplier of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.
- 6.4 Liens. Customer shall not directly or indirectly cause, create, incur, assume or suffer to exist of any Liens on or with respect to the System or any interest therein. Customer also shall pay promptly before a fine or penalty may attach to the System any taxes, charges, or fees of whatever type of any relevant governmental authority for which Customer is responsible under Section 5.2. If Customer breaches its obligations under this Section 6.4, it shall immediately notify Power Supplier in writing, shall promptly cause such Lien to be discharged and release of record without cost to Power Supplier, and shall indemnify Power Supplier against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien. "Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.
- 6.5 Non Disturbance Agreements. Customer shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Site, Customer shall provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Power Supplier, stating that ownership of the System remains with the Power Supplier and further acknowledging that the System is personal property of Power Supplier and agreeing not to disturb the rights of the Power Supplier in (i) the System, (ii) the Site Lease Agreement and (iii) under this Agreement. If Customer is the fee owner of the Site, Customer consents to the filing of a disclaimer of the System as a fixture of the Site at the appropriate recording office. If Customer is not the fee owner, Customer will obtain such consent from such owner of the Site. Such acknowledgement and consents, or acceptable notices thereof, shall be recorded, at Customer's expense, at the appropriate recording office.
- 6.6 Maintenance of Interconnection. After the System is installed, Customer shall ensure that all of the facilities to which Solar Energy is delivered hereunder remain interconnected to the electrical grid during the Term, except as permitted under Section 3.5.
- 6.7 Premises Shutdown; Interconnection Deactivated. In the event the Site is closed as a result of an event that is caused by or related to any action or inaction of Customer not permitted under this Agreement, Customer shall continue to pay Power Supplier for all payments due but unpaid under Section 5.3.1 of this Agreement. If an interconnection with the Utility becomes deactivated for reasons that are caused by or related to any action or inaction of Customer not permitted under this Agreement such that the System is no longer able to produce Solar Energy, or if Customer has the System removed to perform roof repairs or other facility repairs at the Site, Customer will pay Power Supplier an amount equal to the sum of (a) payment that Customer would have made to Power Supplier hereunder following such closure; and (b) revenues from Environmental Attributes that Power Supplier would have received with respect to Solar Energy that would have been produced by the System following such closure. If a shutdown pursuant to this Section 6.7 continues for 180 days or longer, Power Supplier may terminate this Agreement and require Customer to pay all amounts due but unpaid under this Agreement and the relevant Termination Value as of the date of termination.
- 6.8 Insolation. Customer understands that unobstructed access to sunlight ("Insolation") is essential to Power Supplier's performance of delivering Solar Energy to Customer and a material term of this Agreement. Customer shall not in any way cause or permit any interference with the System's Insolation ("Interference"). If Customer becomes aware of any activity or condition that causes such Interference to diminish the Insolation of the System, Customer shall notify Power Supplier immediately and shall cooperate with Power Supplier in preserving the System's existing Insolation levels as they existed on the date of original installation, including, but not limited to, taking action against related or unrelated third parties that have planned or commenced construction projects that would obstruct, impair or block the exposure of the System to sunlight for any period of time that could materially affect the System's production of electrical energy. If Insolation Interference is a result of any Customer action or inaction, then Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such Interference and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

7. Term and Termination.

- 7.1 Term. The Term shall commence on the Operational Commencement Date, as stated on the Certificate of Operational Commencement, and shall continue for a period of years, as stated on Exhibit D, until the expiration date (the "Expiration Date") plus any Term extensions (the "Term"); provided, however, that, unless Customer gives Power Supplier written

notice at least sixty (60) days but no more than three hundred sixty (360) days prior to the then current Expiration Date to terminate this Agreement as of such Expiration Date (the “Expiration Date Termination Notice”), the Term shall be extended for an additional two (2) year period beyond the then current Expiration Date at the rate set forth in Exhibit D (the “Extension Period”). Customer shall indicate in the Expiration Date Termination Notice whether it elects to purchase the System upon the expiration of the Term.

- 7.2 Termination Value for Customer’s Default. If this Agreement is terminated prior to the Expiration Date due to a Customer Default (as defined in Section 8.1), Customer shall be required to pay to Power Supplier all amounts then due under this Agreement (including, but not limited to, any unpaid Under Billed Amount as of the date immediately preceding the event of the Customer Default) and the then-applicable Termination Value as of the date immediately preceding the event of the Customer Default, as stated on Exhibit D, as liquidated damages. The Parties agree that actual damages to Power Supplier if this Agreement is terminated due to a Customer Default would be difficult to ascertain, and the applicable Termination Value is a reasonable approximation of the damages suffered by Power Supplier as a result of such termination.
- 7.3 Early Termination. Customer may not terminate this Agreement before the end of the first five (5) years from the date of Operational Commencement Date. Thereafter, on the fifth anniversary and the tenth anniversary of Operational Commencement Date, Customer may terminate this Agreement for its convenience upon ninety (90) days’ written notice and shall pay Power Supplier the related Termination Value and this Agreement shall terminate. Any sale of the Site (if Customer is the Owner of the Site) or any termination of Customer’s lease of the Site (if Customer leases the Site) shall constitute an early termination of this Agreement by Customer. If the Customer vacates the Site, the Customer may assign this Agreement to the buyer or new lessee of the Site; provided such person is acceptable to Power Supplier. If the buyer or new lessee of the Site is not acceptable to Power Supplier, then Customer must purchase the System from Power Supplier for the Termination Value.
- 7.4 Removal or Purchase of the System. If all amounts due under this Agreement have been paid in full and the Term expires in accordance with Section 7.1, and Customer does not elect, in the Expiration Date Termination Notice, to purchase the System upon such expiration, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date at Power Supplier’s expense. Otherwise, if (i) there is a Customer Default or (ii) the Customer terminates this Agreement pursuant to Section 7.3 and the Agreement is not assigned to a buyer or new lessee of the Site approved by Power Supplier, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date, at Customer’s expense. Provided Customer is not in default of any of its obligations under this Agreement, if all amounts due under this Agreement have been paid in full and Customer elects to purchase the System upon expiration of the Term, then Customer shall pay to Power Supplier on the Expiration Date the fair market value (the “Fair Market Value”) of the System, not to be less than fifteen percent (15%) of the Installation Contract Price as stated on Exhibit D (the “Customer Purchase Option”). The Fair Market Value of the System shall be the value determined by the mutual agreement of Customer and Power Supplier within ten (10) days after receipt by Power Supplier of Customer’s notice of its election to purchase the System. In the event that Power Supplier and Customer are unable to agree upon the Fair Market Value for the System, such value will be determined by an independent appraiser to be selected by Customer. Customer shall be responsible for all applicable taxes on the purchase of System. Upon exercise of the System purchase and payment of the Customer Purchase Option, Power Supplier shall execute and deliver to Customer such documents as Customer may reasonably request in order to vest in Customer all right, title and interest in the System.

8. Defaults.

- 8.1 Customer Default. The occurrence at any time of any of the following events shall constitute a “Customer Default”:
- 8.1.1 Failure to Pay. Customer’s failure to pay any amounts owing to Power Supplier when such amounts are due and payable under the terms of this Agreement and Customer’s failure to cure within ten (10) business days after Customer received written notice of such failure from Power Supplier;
- 8.1.2 Failure to Perform or Observe Obligations. Customer’s failure to perform or observe any material obligation or covenant to be performed or observed and does not cure such failure within fifteen (15) days of receiving written notice of such failure; or
- 8.1.3 Insolvency. Customer (i) has an order for relief entered against it under the federal Bankruptcy Code, (ii) makes an assignment for the benefit of creditors, (iii) applies for or seeks the appointment a receiver, liquidator, assignee, trustee or other similar official for it or of any substantial part of its property or any such official is appointed, other than upon Customer’s request, and such unrequested appointment continues for thirty (30) days, (iv)

institutes proceedings seeking an order for relief under the federal Bankruptcy Code or seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or any of its debts under other applicable federal or state law relating to creditor rights and remedies, or any such proceeding is filed against it, other than upon Customer's request, and such unrequested proceeding continues undismissed or unstayed for thirty (30) days, or (v) takes corporate action in furtherance of any of the foregoing actions.

8.2 Power Supplier Default. Power Supplier's failure to secure all right, title and interest to the System required to deliver Solar Energy to the Customer, so long as the Customer is not in default under this Agreement, shall constitute a "Power Supplier Default". Power Supplier is under no obligation to provide a specified level of Solar Energy to the Customer but is required, so long as no Customer Default exists, to provide all available production of the Solar Energy to the Customer for purchase by the Customer under this Agreement. However, if such failure by Power Supplier to secure all right, title and interest to the System by its nature can be cured, then Power Supplier shall have a period of thirty (30) business days after receipt of written notice from Customer of such failure to cure it and a Power Supplier Default shall not be deemed to exist during such period; provided that if Power Supplier commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one hundred twenty (120) additional days.

9. Remedies upon Default.

9.1 Power Supplier's Remedies upon Customer Default. Notwithstanding Section 7.2, at any time after the occurrence of a Customer Default, Power Supplier may exercise one or more of the following remedies, at Customer's full expense (including, without limitation, reasonable attorneys' fees and expert witness fees incurred in connection therewith): (a) Power Supplier may terminate this Agreement; (b) Power Supplier may recover from Customer all amounts then due under this Agreement (including, without limitation, any detriment that Power Supplier or its assigns incurs due to the recapture of any Tax Incentives including all or part of an investment tax credit under Section 48 of the Code or depreciation deductions) and recover, with or without canceling this Agreement, the Termination Value as of the date immediately preceding the event of Customer Default date as liquidated damages; (c) Power Supplier may take possession of the System, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession, and any such taking of possession shall not constitute a termination of this Agreement; and (d) Power Supplier may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance or an injunction.

9.2 Customer's Remedies upon Power Supplier Default. If an uncured Power Supplier Default exists pursuant to Section 8.2, then Customer may terminate this Agreement and, upon sixty (60) days written notice from Customer to Power Supplier, Power Supplier shall promptly remove the System from the Site and restore the Site to its previous condition, normal wear and tear excepted, at Power Supplier's sole cost and expense and all obligations of Customer under this Agreement shall cease.

9.3 No Consequential Damages. Nothing in this Agreement is intended to cause either Party to be, and neither Party shall be, liable to the other Party for any lost business, lost profits or revenues from others or special or consequential damages, all claims for which are hereby irrevocably waived by Customer and Power Supplier. Notwithstanding the foregoing, none of the payments for Solar Energy or any other amount specified as payable by Customer to Power Supplier under the terms of this Agreement upon termination of this Agreement shall be deemed consequential, nor shall any of the Tax Benefits lost or recaptured upon termination of this Agreement be deemed consequential.

10. Indemnification.

10.1 Indemnification by Customer. Customer shall fully indemnify, hold harmless and defend Power Supplier, its assigns, contractors, subcontractors, directors, officers, employees, agents and invitees from and against all costs, claims and expenses incurred by Power Supplier in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person arising out of (a) the use, condition, operation, ownership, selection, delivery or return of System, regardless of when, how and by whom operated, or any failure on the part of Customer or its agents or employees or others under Customer's control to perform or comply with any of its obligations under this Agreement, excluding, however, any of the foregoing which result from the gross negligence or willful misconduct of Power Supplier or (b) a Customer Default; provided, however, that nothing in this Section 10.1 is intended to modify the limitation of Customer's liability set forth above.

- 10.2 Survival of Provisions. The provisions of this Section 10 shall survive the expiration or termination of this Agreement. Nothing contained in this Agreement shall authorize Customer to operate the System so as to incur or impose any liability on, or obligation for or on behalf of, Power Supplier.
11. Waiver of Claims. Power Supplier shall not be liable for any damage to the Site or personal property located thereon that results from perils that would be insured against in a so called “all-risk property damage” insurance policy, beyond any deductible, unless such damage is caused by Power Supplier’s gross negligence or willful misconduct.
12. Miscellaneous Provisions.
- 12.1 Notices. All notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person or (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested (c) sent by reputable overnight express courier addressed in each case to the addresses set forth below, or to any other address either of the parties to this Agreement shall designate in a written notice to the other Party:

If to Power Supplier: Technology Credit Corporation
 919 The Alameda
 San Jose, CA 95126
 Attn: Lawrence Clark

If to Customer: El Dorado Hills County Water District
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762
 Attn: Fire Chief

All notices sent pursuant to the terms of this Section 12.1 shall be deemed received (i) if personally delivered, on the date of delivery, (ii) if sent by reputable overnight, express courier, on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, on the earlier of the third (3rd) Business Day following the day sent or when actually received.

12.2 Authority.

12.2.1 Power Supplier Representations. Power Supplier hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Power Supplier is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate action;
- (c) This Agreement is a legal, valid and binding obligation of Power Supplier enforceable against Power Supplier in accordance with its terms; and
- (d) Neither the execution and delivery of this Agreement by Power Supplier nor compliance by Power Supplier with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Power Supplier or any contractual obligation of Power Supplier or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Power Supplier.

12.2.2 Customer Representations. Customer hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Customer is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
 - (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary actions;
 - (c) This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms;
 - (d) No governmental approval (other than any governmental approvals that have been previously obtained or Customer has reason to believe that it will be unable to obtain in due course) is required in connection with the due authorization, execution and delivery of this Agreement by Customer or the performance by Customer of its obligations hereunder;
 - (e) Neither the execution and delivery of this Agreement by Customer nor compliance by Customer with any of the terms and provisions of this Agreement (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Customer, or any contractual obligation of Customer, or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Customer;
 - (f) Customer has not entered and will not enter into any contracts or agreements with any other person or entity for the supply of Solar Energy at or to the Site during the Term of this Agreement;
13. Entire Agreement. This Agreement (including all exhibits attached hereto) represents the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written agreements.
14. Amendments to Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of Power Supplier and Customer.
15. Assignment. Customer may not assign this Agreement or any of its rights or interests hereunder, or delegate any of its duties hereunder, to any other party without Power Supplier's written consent, given in its sole discretion. Power Supplier may assign this Agreement and/or the System, without Customer's consent. Customer hereby acknowledges that all references to Power Supplier's rights hereunder or under any Installation Contract shall be deemed to include all of Power Supplier's permitted assigns even if not expressly stated as such.
16. Waivers; Approvals. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Power Supplier Default or any Customer Default, as applicable, shall not constitute a waiver of any rights by such Party, and, subject to the notice requirements of the Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Power Supplier Default or Customer Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approval required under this Agreement must be in writing, signed by the Party whose approval is being sought.
17. Partial Invalidity. If any provision of this Agreement is deemed to be invalid by reason of the operation of applicable law, Power Supplier and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Agreement (and if Power Supplier and Customer cannot agree, then such provisions shall be severed from this Agreement) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.
18. No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Power Supplier to dedicate its property to public use or subject itself to regulation as a "public utility" (as defined in the California Public Utilities Code or any other applicable law).
19. Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986.

20. Parties. If there is more than one Customer named in this Agreement, the liability of each shall be joint and several.
21. Execution in Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the choice of laws provisions, of the State of California, without giving effect to conflicts of law principles. Power Supplier and Customer hereby submit to the non-exclusive jurisdiction of any State or Federal court located in San Jose, California for all legal proceedings arising directly or indirectly from this Agreement, and each irrevocably waives any objection to any such proceeding based on venue or inconvenient forum. The Parties agree to waive their right to jury trial and to submit all disputes of fact or of law relating to or arising out of this Agreement to a trial pursuant to an Order of Reference under California Code of Civil Procedure section 638 et seq. The Parties intend this general reference agreement to be specifically enforceable in accordance with CCP section 638 et seq.
23. Attorney's Fees. If any action shall be instituted between Power Supplier and Customer in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its reasonable costs and expenses incurred in connection with such action by arbitration or other legal proceeding, including reasonable attorney's fees and expert witness fees.

In concurrence and witness whereof, this Agreement has been executed by the Parties effective on the Effective Date hereof.

POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
 (Print)

NAME: _____
 (Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

FORM OF INSTALLATION CONTRACT

See attached: Solar Installation Agreement, dated _____, by and between System Provider and Customer

EXHIBIT B

SYSTEM EQUIPMENT LIST

System Equipment Location:

El Dorado Hills Fire Department
Station 84
2180 Francisco Drive
El Dorado Hills, CA 95762

Description	Qty
Solar Photovoltaic System rated at 40.365 kW/DC:	
SunPower, X21 Series, 345 watt photovoltaic modules	117
SolarEdge, SE9KUS, 9 kW interters	5
Pitch Racking, roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

TOTAL COST \$141,602.00

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1315, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Location of System: 2180 Francisco Drive, El Dorado Hills, CA 95762

Size of System: 40.3650 kW/DC

Operational Commencement Date: _____

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

**CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT**

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

EXHIBIT D

PRICING SCHEDULE

Pursuant to Section 5.1, the kWh Rates paid during the Term are as follows:

Installation Contract Price:	\$141,602.00
First Year Rate:	\$0.2350 per kWh
Annual Cost of Energy Escalator:	1.9% per annum
Assumed System Degradation:	0.5% per annum
Insurance Credit:	\$0.0100 per kWh

Year	Annual Increase	Rate per kWh*	Estimated System Production (kWh per Year)	Expected Monthly Solar Energy Payment
1	1.9%	\$0.2250	62,515	\$1,172.00
2	1.9%	\$0.2293	62,202	\$1,188.00
3	1.9%	\$0.2336	61,891	\$1,205.00
4	1.9%	\$0.2381	61,582	\$1,222.00
5	1.9%	\$0.2426	61,274	\$1,239.00
6	1.9%	\$0.2472	60,968	\$1,256.00
7	1.9%	\$0.2519	60,663	\$1,273.00
8	1.9%	\$0.2567	60,360	\$1,291.00
9	1.9%	\$0.2616	60,058	\$1,309.00
10	1.9%	\$0.2665	59,758	\$1,327.00
11	1.9%	\$0.2716	59,459	\$1,346.00
12	1.9%	\$0.2768	59,162	\$1,364.00
13	1.9%	\$0.2820	58,866	\$1,383.00
14	1.9%	\$0.2874	58,572	\$1,403.00
15	1.9%	\$0.2928	58,279	\$1,422.00

* Rate per kWh is net of Insurance Credit

Tax Incentives:	Remain with Power Supplier
Tax Owner:	Power Supplier
Initial Term:	15 years
Extension Period (each):	2 years
Extension Period Rate*:	Year 16 Rate per kWh \$0.2928 Year 17 Rate per kWh \$0.2928

Early Termination

If Customer decides to terminate the Agreement for any reason prior to the Expiration Date of the Agreement plus any Term extensions, Power Supplier will charge Customer the Termination Value. The Termination Value is exclusive of any sales, use and/or excise taxes and shall be the sum of:

- (1) Any amounts due under the Agreements of the date of termination; and
- (2) The Termination Value, per the schedule that follows.

TERMINATION VALUE SCHEDULE

<u>Payment Number</u>	<u>Termination Value (\$)</u>						
1	148,682	46	93,601	91	61,833	136	41,088
2	147,458	47	92,377	92	61,361	137	40,647
3	146,234	48	91,153	93	60,889	138	40,206
4	145,010	49	89,929	94	60,417	139	39,765
5	143,786	50	88,705	95	59,945	140	39,324
6	142,562	51	87,481	96	59,473	141	38,883
7	141,338	52	86,257	97	59,001	142	38,441
8	140,114	53	85,033	98	58,529	143	38,000
9	138,890	54	83,809	99	58,057	144	37,559
10	137,666	55	82,585	100	57,585	145	37,118
11	136,442	56	81,361	101	57,113	146	36,677
12	135,218	57	80,137	102	56,641	147	36,236
13	133,994	58	78,913	103	56,169	148	35,795
14	132,770	59	77,689	104	55,697	149	35,354
15	131,546	60	76,465	105	55,225	150	34,913
16	130,322	61	75,993	106	54,753	151	34,472
17	129,098	62	75,521	107	54,281	152	34,031
18	127,874	63	75,049	108	53,809	153	33,590
19	126,650	64	74,577	109	53,337	154	33,149
20	125,426	65	74,105	110	52,865	155	32,708
21	124,202	66	73,633	111	52,393	156	32,267
22	122,978	67	73,161	112	51,921	157	31,826
23	121,754	68	72,689	113	51,449	158	31,385
24	120,530	69	72,217	114	50,977	159	30,944
25	119,306	70	71,745	115	50,505	160	30,502
26	118,082	71	71,273	116	50,033	161	30,061
27	116,858	72	70,801	117	49,561	162	29,620
28	115,634	73	70,329	118	49,089	163	29,179
29	114,410	74	69,857	119	48,617	164	28,738
30	113,186	75	69,385	120	48,145	165	28,297
31	111,962	76	68,913	121	47,704	166	27,856
32	110,738	77	68,441	122	47,263	167	27,415
33	109,514	78	67,969	123	46,822	168	26,974
34	108,290	79	67,497	124	46,380	169	26,533
35	107,066	80	67,025	125	45,939	170	26,092
36	105,841	81	66,553	126	45,498	171	25,651
37	104,617	82	66,081	127	45,057	172	25,210
38	103,393	83	65,609	128	44,616	173	24,769
39	102,169	84	65,137	129	44,175	174	24,328
40	100,945	85	64,665	130	43,734	175	23,887
41	99,721	86	64,193	131	43,293	176	23,446
42	98,497	87	63,721	132	42,852	177	23,005
43	97,273	88	63,249	133	42,411	178	22,563
44	96,049	89	62,777	134	41,970	179	22,122
45	94,825	90	62,305	135	41,529	180	21,681
						181	21,240

EXHIBIT E

ACH AUTHORIZATION

This ACH Authorization is to the POWER PURCHASE AGREEMENT NO. 1315, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier") and is pursuant to Section 5.3.1 of the Agreement.

Customer hereby authorizes Power Supplier, its assignee, and its bank to initiate monthly ACH debit entries to the financial institution account indicated below (the "Account"), for all amounts due under the Agreement including the Monthly Expected Solar Energy Payment and all applicable sales and/or use taxes (the "Monthly Payment"). Customer further authorizes the financial institution named below to debit such entries in the Account for the Monthly Payment. This ACH Authorization, with respect to the Agreement, shall remain in full force and effect until Power Supplier, or its assignee, has received all amounts due or to become due under the Agreement. In the event that such Account is no longer active and available for ACH debit entries by Power Supplier, Customer will promptly provide substitute Direct Debit / Payment Information to Power Supplier.

DIRECT DEBIT/PAYMENT INFORMATION:

Bank Name: _____

Bank Address: _____

Bank Routing # (9 digits): _____

Account #: _____

Exact Account Name: _____

Account Type (circle one): C - Checking S - Savings

CUSTOMER CONTACT INFORMATION:

Billing Contact Name: _____

Phone #: _____ **E-mail:** _____

Unless otherwise defined herein, capitalized terms used herein have the same meanings as set forth in the Agreement. The person executing this ACH Authorization on behalf of Customer hereby certifies that he or she has read and is duly authorized to execute this ACH Authorization.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT F

INSURANCE AUTHORIZATION

This Insurance Authorization relates to the POWER PURCHASE AGREEMENT NO. 1315, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Pursuant to Section 2.5.1 of the above referenced Agreement, Customer's insurance carrier/representative is directed to accommodate the Power Supplier and its assignees and is directed to bind the following coverage:

1. Power Supplier, and from time to time Power Supplier's assignees as specified by Power Supplier, are to be named as "Additional Insured and Loss Payee" under the policies issued to Customer. The following statement shall appear, "Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."
2. Evidence of insurance in the form of binder(s) is acceptable until formal certificates can be issued. Mail or deliver binder(s) to Power Supplier at 919 The Alameda, San Jose, California 95126.
3. Property and Casualty Insurance
 - "All Risk" loss or physical damage insurance.
 - Reference to **Power Purchase Agreement No. 1315** and a description of the covered system equipment should be included (as per attached list).
 - Limits: The Termination Value of the system equipment listed on the attached Exhibit D, from time to time.
 - Endorsement naming the Power Supplier and its assignees as Loss Payees.
4. Public Liability Insurance
 - Comprehensive commercial general liability insurance.
 - Limits: Bodily injury; \$1,000,000 per occurrence. Property damage; \$1,000,000 per occurrence. Combined Single limit \$2,000,000. Products and/or completed operations, and blanket contractual liability to be included.
 - Endorsement naming the Power Supplier and its assignees as Additional Insured.
5. All premiums and other costs associated with the above insurance coverage shall be paid by Customer.
6. System Equipment Location and Description: Listed on the attached Exhibit B.

Agent Name: _____ E-Mail: _____

Insurance Company: _____

Address: _____

Office Phone: _____ Fax No.: _____

Customer hereby instructs the Agent and/or the Insurance Company listed above to immediately comply with the instructions and requirements set forth above including immediate submission of binder(s) and subsequent delivery of additional insured endorsements and certificates to the aforementioned Power Supplier.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT G

PROGRESS PAYMENT AGREEMENT

This Progress Payment Agreement and its supplements are to the POWER PURCHASE AGREEMENT NO. 1315, (the “Agreement”) by and between **El Dorado Hills County Water District** (“Customer”) and **Technology Credit Corporation** (“Power Supplier”). Capitalized terms used, and not otherwise defined, herein shall have the meanings ascribed thereto in the Agreement.

1. SYSTEM: This Progress Payment Agreement relates to the System to be purchased by Power Supplier as described under the Agreement as listed on Exhibit B thereto (such System is related to and will be subject to the Agreement which Term has not yet commenced (the “Pending Agreement”).

2. TERMS AND CONDITIONS:

(a) Subject to the terms and conditions set forth herein, on or before September 30, 2016 (the “Commitment Termination Date”), at the request of Customer, Power Supplier shall fund the purchase of System by making payments toward the purchase price of such System as designated by Customer as specified in one or more draw requests provided by Customer to Power Supplier from time to time (the “Progress Payments”). The aggregate amount of Progress Payments paid by Power Supplier hereunder shall not exceed a total of One Hundred Twenty-seven Thousand Four Hundred Forty-one Dollars and Zero Cents (**\$127,441.00**) (the “Commitment”).

(b) Customer shall request that Power Supplier make a Progress Payment by delivering a notice, in the form of attached Schedule B, (a “Funding Request”) to Power Supplier which such notice shall (i) identify the amount of such Progress Payment, which, together with all other Progress Payments previously made by Power Supplier, shall not exceed the Commitment, (ii) identify the date on which such Progress Payment is to be made, which date shall be a Business Day (a “Business Day(s)” shall mean any Monday through Friday, excluding all US national holidays) not earlier than five (5) Business Days after the date of such Funding Request is received by Power Supplier and not later than the Commitment Termination Date and (iii) attach an invoice from the Supplier of the System in an amount equal to the requested amount of the Progress Payment. Delivery of such Funding Request shall constitute an acknowledgement by Customer that such invoice is approved and accepted by Customer.

(c) The obligation of Power Supplier to make Progress Payments shall be subject to satisfaction (or waiver by Power Supplier) of each of the following conditions, prior to the date on which such Progress Payment is to be made: (i) Power Supplier shall have received each of the following documents, in form and substance satisfactory to Power Supplier: (a) the Pending Agreement duly executed by Customer together with all attachments and exhibits thereto; (b) a Funding Request duly executed by Customer; (c) the Installation Contract between the System Provider and Customer duly executed by both parties; (d) System Provider invoice(s) in the amount of the Progress Payment, and (e) any other document reasonably requested by Power Supplier; and (ii) Each of Customer’s representations set forth in the Pending Agreement shall continue to be true and correct as of the date the Progress Payment is to be made.

3. FINAL SYSTEM SCHEDULE; TERMINATION:

(a) Power Supplier and Customer intend to commence the Pending Agreement, which will expressly supersede and replace this Progress Payment Agreement. The Pending Agreement shall be effective on the Operational Commencement Date as set out in the terms of the Pending Agreement and Power Supplier shall have received any other documents reasonably requested by Power Supplier in connection therewith.

(b) The obligation of Power Supplier to make Progress Payments shall terminate on the earlier to occur of (i) the Operational Commencement Date of the Pending Agreement or (ii) the Commitment Termination Date (such date, the “Termination Date”).

4. PAYMENTS:

(a) As used herein, “Interest Rate” shall mean the 9.90 percent per annum. Interest shall be computed on the basis of a year of 360 days for the actual number of days elapsed and shall accrue on the outstanding amount hereunder from and including the date each Progress Payment is made to but excluding the date the entire principal amount hereunder is paid in full (the “Interest Amount”).

(b) On the Termination Date, Customer shall pay to Power Supplier an amount equal to the aggregate amount of all Progress Payments made by Power Supplier hereunder together with the Interest Amount due and payable pursuant to Section 4(a) hereof; *provided, however*, that if the Operational Commencement Date of the Pending Agreement occurs on or before the Termination Date, all amounts which Customer is obligated to pay pursuant to this Section 4(b) shall be considered paid in full by Customer and no further obligations under this Progress Payment Agreement shall exist.

(c) If (i) an Event of Default under the Pending Agreement has occurred and is continuing, or (ii) for any reason whatsoever System Provider fails to deliver to Customer the photovoltaic system described in the Installation Contract in accordance with the terms thereof, or (iii) Customer fails to accept the System, or (iv) Progress Payments shall exceed the maximum amount provided in Section 2(a), then, in any such event, Customer shall immediately, upon demand, pay Power Supplier an amount equal to the sum of (A) the total amount of all Progress Payments paid by Power Supplier for the System, plus (B) the Interest Amount accrued to date. Upon Power Supplier’s receipt of such aggregate payment, Power Supplier will transfer all its right, title and interest in and to the System to Customer on an “as-is, where-is” basis without representation or warranty.

5. INSURANCE: Customer shall maintain the insurance required pursuant to Section 2.5 of the Pending Agreement as of the first date upon which a Progress Payment is to be made under Section 2(b) hereof. For purposes of this Progress Payment Agreement, the Termination Value for the System at any time shall be an amount equal to 105% of the amount of the Progress Payments made to date.

6. ADDITIONAL PROVISIONS:

(a) The System location shall be as specified on the Pending Agreement.

(b) To the extent the System, or any portion thereof, is delivered to Customer, Power Supplier shall be considered to be the owner of such System, or portion thereof, and title to such System, or portion thereof, shall vest in Power Supplier without further action by Power Supplier or Customer.

Except as expressly modified hereby, all terms and provisions of the Pending Agreement shall remain in full force and effect. This Progress Payment Agreement is not binding or effective with respect to the Pending Agreement or System until executed on behalf of Power Supplier and Customer by authorized representatives of Power Supplier and Customer, respectively. The person executing this hereunder on behalf of Power Supplier and on behalf of Customer hereby certifies that he or she has read, and is duly authorized to execute, this Progress Payment Agreement.

POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS PROGRESS PAYMENT AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS AND TO THE EXTENT, IF ANY, THAT THIS PROGRESS PAYMENT AGREEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS PROGRESS PAYMENT AGREEMENT MAY BE PERFECTED THROUGH THE TRANSFER OF POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE CHATTEL PAPER ORIGINAL ON THE SIGNATURE PAGE THEREOF. THIS IS THE CHATTEL PAPER ORIGINAL.

SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement") is made and entered into as of **November 13, 2015** (the "Commencement Date"), between **El Dorado Hills County Water District**, a California county water district ("Lessor"), and **Technology Credit Corporation**, a California corporation ("Lessee").

1. DEFINITIONS.

- a) "Building" means the building where the Site Equipment is or will be located on the Property.
- b) "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- c) "Property" means the land and improvements (including the Building) located at 2180 Francisco Drive in the City of El Dorado Hills, County of El Dorado, State of California, and as identified as parcel number 110-010-08.
- d) "Site Equipment" means the solar photovoltaic systems described in **Exhibit A** attached hereto.
- e) "Solar Agreement" means the Power Purchase Agreement between Lessor, Lessor's affiliate, or Lessor's tenant (together, the "Occupant") and Lessee, pursuant to which Lessee sells energy generated by the Site Equipment to Occupant.
- f) "Solar Site" means the applicable portions of the Property (including, but not limited to the land, roof and interior equipment space of the Building occupied (or to be occupied) by Site Equipment) and as set out on **Exhibit B** if attached hereto. The Solar Site shall additionally include vertical and/or horizontal risers, conduits or cable used for the purpose of connecting the Site Equipment to the Property or installing data communications capability to the Property.

2. LEASE.

- a) Lessor leases to Lessee the Solar Site for (i) commissioning, servicing, accessing, removing, repairing and replacing the Site Equipment in accordance with this Agreement and Laws, and (ii) such other use as are determined by Lessee to be reasonably necessary to conduct any of the foregoing (collectively, (i) and (ii) are herein referred to as the "Permitted Use"). Lessee shall pay Lessor as consideration for lease of the Solar Site **\$1.00** on each anniversary of the Commencement Date through the Term (as defined below). At Lessee's discretion, Lessee may prepay such amounts to Lessor for all or any number of years during the Term.
- b) The lease of the Solar Site shall include rights of ingress and egress to the Solar Site on and across the Property and through the Building, including rights to use any access rights and easements appurtenant to the Property.
- c) The lease of the Solar Site shall also include an easement to Lessee to convert all of the solar resources above the Solar Site to electricity. The parties expressly intend that the easement granted herein shall be construed as a "solar easement" pursuant to the terms of California Civil Code Section 801.5.
- d) Lessee agrees not to use or permit the use of the Solar Site for any purpose which violates any Laws or is dangerous to life, limb or property.

3. TERM. The term of this Agreement (the "Term") shall commence on the Commencement Date and, unless sooner revoked, terminated or extended to a later date pursuant to the terms herein, shall continue until ninety (90) days after the twentieth (20th) anniversary of the Commencement Date; provided, however, that this Agreement shall terminate upon Lessor receiving title to the Solar Equipment upon exercising its purchase option under the Solar Agreement (either such date, the "Termination Date").

4. PAYMENTS. Lessee shall pay Lessor, if and when due, any incremental sales, use or other taxes or assessments (but excluding income taxes) if any which are assessed or due solely by reason of this Agreement or Lessee's use of the Solar Site hereunder.

5. LESSOR COVENANTS.

- a) Subject to any specific limitations in this Agreement, Lessor shall at all times during the Term use commercially reasonable efforts to maintain the Property, including the Solar Site, in good condition and repair so that the Occupant is able to receive and utilize the electricity delivered by Lessee from the Site Equipment and shall provide Lessee and its agents, employees, contractors, invitees and visitors continuous access to the Property and the Solar Site.

- b) All obligations of Lessor in this Agreement regarding maintenance of the Property shall be subject to the right of Lessor during periods of renovation of any part of the Property to issue a shutdown order to the Site Equipment. Lessor will use commercially reasonable efforts to remedy any interruption as soon as possible. Lessee will cooperate with Lessor, at Lessor's expense, in temporarily relocating the Site Equipment during those periods that the Property, including, but not limited to, the roof of the Building, being repaired or replaced, or the grounds of the Property being modified by Lessor.
- c) Except as expressly provided in subparagraph (b) above, Lessor shall make no repair, addition, alteration or attachment to the Property or the Solar Site that interferes with the normal operation and maintenance of the Site Equipment or creates a safety hazard. Lessor shall not, and shall not permit others to, obstruct, impair or block the exposure of the Site Equipment's photovoltaic panels to sunlight for any period of time that could materially affect the Site Equipment's production of electrical energy. Without limiting the generality of the foregoing, Lessor shall not construct or authorize others to construct any structure on the Property that could materially and adversely affect insolation levels, authorize the growth of foliage on the Property that could materially and adversely affect insolation levels, or emit or authorize the emission of suspended particulate matter, smoke, fog or steam or other air-bourne impediments to insolation.
- d) Lessor shall promptly notify Lessee of any matter it is aware of pertaining to any damage to or loss of the use of the Site Equipment or that could reasonably be expected to adversely affect the Site Equipment.
- e) Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Site Equipment or any interest therein. If the Lessor breaches its obligations under this section, it shall immediately notify Lessee in writing and shall promptly cause such lien to be discharged and released of record without cost to Lessee.
- f) Lessor will provide sufficient space at the Property for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation, servicing, removal or replacement of the Site Equipment.

6. LESSEE CONDUCT. Lessee shall conduct its business and control its agents, employees, contractors, invitees and visitors in such manner as not to create any nuisance, or interfere in any material respect with, annoy or disturb any other tenant of the Property or Lessor in its operation of the Property (including the Solar Site).

7. ASSIGNMENT.

- a) Lessee shall have the right to freely transfer and assign any or all of its rights and obligations hereunder and, upon a transfer of all of Lessee's rights and obligations hereunder, no further liability or obligation shall thereafter accrue against Lessee hereunder, so long as the transferee or assignee agrees to assume this Agreement in writing. In addition, Lessee shall have the right to grant licenses or subleases with respect to the Solar Site and Lessee's rights hereunder for the Permitted Use only without the consent of Lessor, provided that all such licenses and subleases shall be subject to the terms and conditions of this Agreement.
- b) Lessor shall have the right to freely transfer and assign all of its rights and obligations hereunder to any successor owner or transferee of the Property and no further liability or obligation shall thereafter accrue against Lessor hereunder. Upon any sale or conveyance of the Property, the transferee or assignee shall assume and be bound by the terms and conditions of this Agreement.

8. INSPECTION. Lessee shall permit Lessor and/or their agents or representatives at all hours to have access to the Site Equipment to (a) inspect the Site Equipment, (b) make technical measurements or tests related to the Site Equipment, and (c) assure compliance with the terms and provisions of this Agreement and all Laws.

9. MAINTENANCE OF SITE EQUIPMENT. Lessee shall have the obligation to maintain the Site Equipment in good working order, reasonable wear and tear excepted, in accordance with the terms of the Solar Agreement.

10. REMOVAL OF SITE EQUIPMENT. Occupant shall have the obligation to remove the Site Equipment in accordance with the terms of the Solar Agreement and shall repair all damage to the Solar Site caused in connection therewith. If Occupant is unwilling or unable to perform its obligations hereunder or thereunder, such removal of the Site Equipment and repair of the Solar Site shall be assumed and become the obligation of Lessor.

11. CASUALTY; CONDEMNATION. If all or any portion of the Solar Site shall be taken or condemned for any public purpose, or damaged or destroyed by any casualty, to such an extent as to make Lessee (in Lessee's sole opinion) unable to utilize the Site Equipment, then Lessee may terminate this Agreement by written notice to Lessor. All proceeds from any taking or condemnation of the Solar Site, or insurance proceeds payable as a result of damage or destruction of the Solar Site, shall belong to and be paid to Lessor. Lessee shall have all rights to the Site Equipment and personal property and all insurance proceeds relating thereto, and such rights and interests shall not be included in

any taking or condemnation award or insurance recovery to Lessor. Upon any termination of this Agreement as a result of such condemnation or damage or destruction, Lessor shall pay for the cost of removal of the Site Equipment from the Solar Site and for its transportation to and installation at another site selected by Lessee within the continental United States.

12. DEFAULTS; REMEDIES. Both Lessor and Lessee have entered into this Agreement upon the condition that each party shall punctually and faithfully perform all of its covenants, conditions and agreements contained herein. Each of the following events shall be deemed to be an event of default by the respective party named hereunder (each of which an “Event of Default”):

a) Lessor Default.

- (i) Failure of Lessor to observe or perform any covenant, term or condition set forth in this Agreement if the failure is not cured within thirty (30) days after written notice of such failure is delivered to Lessor; or
- (ii) Lessor shall generally not pay its debts as they become due, shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Lessor or its creditors shall commence any case, proceeding or other action seeking to have an order for relief entered on Lessor’s behalf as debtor or to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (A) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (B) shall remain undismissed for a period of thirty (30) days; or Lessor shall take any corporate action to authorize any of the actions set forth above in this subsection (ii).

b) Lessee’s Remedies. Upon the occurrence of any such Event of Default, Lessee shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (i) If the Event of Default pertains to work to be performed by Lessor, perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessor, without waiving such Event of Default; or
- (ii) Terminate this Agreement by written notice to Lessor.

c) Lessee Default. Lessee fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

d) Lessor’s Remedies. Upon the occurrence of any such Event of Default, Lessor shall use reasonable efforts to mitigate its damages and losses arising from any such default and Lessor may pursue any and all remedies available to it at law or in equity. In addition, if the Event of Default pertains to work to be performed by Lessee, then Lessor may (but shall have no obligation to) perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessee, without waiving such Event of Default.

e) Forbearance by either party to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

13. NOTICE. Any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “notice”) in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing, except as otherwise specifically provided in this Agreement, and effectively shall be given if (a) deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (b) delivered in person to such party by a nationally recognized overnight courier, or (c) personally delivered. For purposes of notice, the addresses of the parties, until changed by written notice as provided herein, shall be as follows:

If to Lessee, to:
Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attention: Lawrence Clark

If to Lessor, to:
El Dorado Hills County Water District
1050 Wilson Blvd.
El Dorado Hills, CA 95762
Attention: Fire Chief

The parties hereto shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by providing at least fifteen (15) days prior written notice of such change to the other party.

14. PARTIAL INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction,

the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 15. ATTORNEYS' FEES.** The prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expenses, including expert witness fees reasonably incurred in connection with the institution of any action or proceeding in court to enforce any provision hereof or to recover damages from any breach of any provision of this Agreement, or for a declaration of either party's rights or obligations hereunder or for any other judicial remedy, at law or in equity.
- 16. NON-WAIVER.** Any party's failure to insist upon strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.
- 17. NONDISTURBANCE PROTECTION.** Lessor agrees that if, as of the Commencement Date, this Agreement is subordinate to the lien of any mortgage, deed of trust, other encumbrance and/or other document covering and/or relating to the Property such as a ground lease (in each case, a "Prior Lien"), Lessor shall, within twenty (20) days after the date of this Agreement, obtain from the lienor, encumbrancer or other holder or beneficiary of any such document (in each case, the "Lienor"), a Subordination Non-disturbance and Attornment Agreement in form and substance acceptable to Lessee, and which shall, at a minimum, provide that in the event of sale, foreclosure or other action taken by Lienor, so long as Lessee shall not be in default under this Agreement beyond the expiration of any grace, notice and cure periods: (a) this Agreement shall remain in full force and effect and not be terminated; (b) Lienor shall not disturb, interfere with and/or terminate, nor seek to do the same, with respect to this Agreement, the Site Equipment, Lessee's leasehold estate, nor Lessee's right to the use and possession of the Property as and to the extent set forth in this Agreement; and (c) neither Lessee, nor any person or entity claiming by, through or under Lessee, shall be named or joined in any action or other proceeding to enforce the Prior Lien or to otherwise foreclose on the Property or to terminate Lessor's rights under any ground lease.
- 18. LESSEE FINANCING OF SITE EQUIPMENT.**

 - a) Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.
 - b) Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt. After the Site Equipment is placed in service, Lessee may consummate any refinancing of the Site Equipment debt in compliance with this section.
- 19. ESTOPPEL CERTIFICATE.** Each party shall, upon not less than thirty (30) days prior written request by the other party or such party's lender or financing entity, execute, acknowledge and deliver to the other party or to such party's lender in writing, in a commercially reasonable form, a factually accurate form of estoppel certificate which may be relied upon by any prospective lender or financing entity.

- 20. MECHANIC'S LIENS.** Lessee will not permit any mechanic's liens or other liens to be placed upon the Property in connection with any work done by or for the benefit of Lessee. If any such lien is attached to the Property by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause it to be canceled or discharged of record (or a bond posted for such purpose) within thirty (30) days after written notice by Lessor. If Lessee fails to cancel or discharge said lien or liens (or post a bond for such purpose) within said thirty (30) day period, by settling the claim which resulted in the lien or by bonding over or insuring over the lien in the manner prescribed by Laws, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, bond over or insure over the lien or otherwise discharge the lien. Any amount paid by Lessor for any of the aforesaid purposes, including reasonable attorney's fees, shall be paid by Lessee to Lessor on demand.
- 21. RECORDATION.** Lessee may record this Agreement, or any memorandum thereof, without prior written notice to Lessor, in the form attached hereto titled "Memorandum of Site Lease Agreement". Lessor shall execute and deliver such memorandum to Lessee for recordation, within ten (10) days after Lessee's request therefore. Without limiting the foregoing, Lessee shall have the right to execute and deliver any such memorandum for and on behalf of Lessor, as the Lessor's agent and attorney in fact, and for the purpose thereof, Lessor hereby appoints Lessee its agent and attorney in fact to execute and deliver and/or record any such memorandum. The foregoing power of attorney shall be deemed coupled with an interest and shall be irrevocable. Lessee shall, upon termination of this Lease, provide to Lessor a quitclaim deed or other recordable instrument sufficient to remove the Memorandum of Site Lease Agreement from title.
- 22. TIME OF THE ESSENCE.** Time is of the essence in all things pertaining to this Agreement. If any date of performance or exercise of a right ends on a Saturday, Sunday, or state holiday, such date shall be automatically extended to the next business day.
- 23. NO JOINT VENTURE.** Under no circumstances shall Lessor or Lessee be considered an agent or partner of the other.
- 24. AUTHORIZATION.** All persons signing this Agreement have been duly authorized to sign and have the requisite power and authority to execute this Agreement.
- 25. EFFECT OF REVOCATION, EXPIRATION, OR TERMINATION.** Neither party hereto shall have any further rights or obligations under this Agreement after the revocation, expiration, or termination of this Agreement, except the following rights and obligations shall survive the revocation, expiration, or termination of this Agreement indefinitely: (a) those rights and obligations accruing prior to such revocation, expiration, or termination, and (b) those rights and obligations under Sections 4, 10, 11, 14, 15, 16, 18, 23, and 26 of this Agreement, or otherwise expressly surviving such revocation, expiration, or termination.
- 26. MISCELLANEOUS.** This Agreement embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restriction between the parties hereto with regard thereto other than those specifically set forth herein. This Agreement shall not be amended or changed except by written instrument, signed by Lessor and Lessee. The benefits and obligations of this Agreement shall vest with Lessor and Lessee and their permitted successors and assigns, and no other party. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. All rights and remedies of Lessor and Lessee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Agreement and all of the terms thereof shall be construed according to the laws of the state in which the Property is located. Lessor and Lessee waive all rights to trial by jury in any litigation arising from this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

LESSEE: **TECHNOLOGY CREDIT CORPORATION**

LESSOR: **EI DORADO HILLS COUNTY WATER DISTRICT**

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

EXHIBIT A
DESCRIPTION OF EQUIPMENT

Description	Qty
Solar Photovoltaic System rated at 40.365 kW/DC:	
SunPower, X21 Series, 345 watt photovoltaic modules	117
SolarEdge, SE9KUS, 9 kW inverters	5
Roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

EXHIBIT B
SOLAR SITE LOCATION

See attached drawing no. _____ dated _____ prepared by _____ comprising (____) pages.

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attn: Lawrence Clark

(Space Above for Recorder's Use Only)

MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE AGREEMENT (this "Memorandum") is made as of the 13th day of November 2015 (the "Commencement Date") by and between **El Dorado Hills County Water District**, a California county water district (the "Lessor") and **Technology Credit Corporation**, a California corporation (the "Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Site Lease Agreement dated as of the Commencement Date (the "Agreement"). Pursuant to the Agreement, Lessor granted to Lessee a lease and easements and related rights over, under and across the "Solar Site" located on that certain real property owned or leased by Lessor and located in El Dorado County, State of California, more particularly described on Exhibit A attached hereto (the "Property") for the purposes of installing, operating, repairing, maintaining, relocating and removing a solar photovoltaic system referred to in the Agreement as the "Site Equipment", and as more particularly described in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Defined Terms. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.
2. Term of Agreement. The term of the Agreement commenced on the Commencement Date hereof and terminates 20 years after the Commencement Date plus ninety (90) days after such date.
3. Lessee Financing of Site Equipment.
 - (a) Title to the Site Equipment. Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone

claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.

(b) Right and Responsibility to Finance. Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt.

(c) Right of Refinancing. After the Site Equipment is placed in service, Lessee may consummate refinancing of the Site Equipment debt in compliance with this section.

4. Interpretation. The purpose of this Memorandum is to give public notice of the existence of the Agreement. In the event, however, of any inconsistency between this Memorandum and the terms and conditions of the Agreement, the Agreement shall prevail.
5. Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum by their duly authorized representatives, as of the day and year first written above.

LESSEE:

TECHNOLOGY CREDIT CORPORATION,
a California corporation

LESSOR:

**EL DORADO HILLS COUNTY WATER
DISTRICT,**
a California county water district

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[ACKNOWLEDGMENTS ON NEXT PAGE]

EXHIBIT A

Legal Description of Solar Site

**POWER PURCHASE AGREEMENT
NO. 1316**

Dated as of November 13, 2015

By and between

EL DORADO HILLS COUNTY WATER DISTRICT

and

TECHNOLOGY CREDIT CORPORATION

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT NO. 1316 (the "Agreement"), dated as of November 13, 2015 (the "Effective Date"), is by and between **El Dorado Hills County Water District** (hereinafter referred to as "Customer") and **Technology Credit Corporation** (hereinafter referred to as "Power Supplier") (each a "Party" and collectively the "Parties") as follows:

RECITALS

WHEREAS, Customer has entered into an agreement in the form attached as Exhibit A (the "Installation Contract") with **Vista Solar, Inc.** (the "System Provider") whereby the System Provider will design, engineer, configure, provide, install and construct, and Power Supplier will purchase, an electrical grid-connected photovoltaic, solar power system with a total generating capacity rated at **78.120 kW/DC** (referred to as the "System", as described in Exhibit B), at Customer's location at **El Dorado Hills Fire Department, Station 85, 1050 Wilson Boulevard, El Dorado Hills, California 95762** (the "Site");

WHEREAS, Power Supplier desires to sell, and Customer desires to purchase, all electrical energy (the "Solar Energy") generated by the System at the Site;

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

1. Purchase and Sale of Solar Energy. Customer engages Power Supplier to provide Solar Energy to Customer at the Site, and Power Supplier agrees to provide Solar Energy to Customer at the Site, all in accordance with the terms and conditions set forth herein.
2. Construction, Installation and Testing of System. With respect to the Site on which a System is to be installed:
 - 2.1 Installation. Customer will cause the System to be designed, engineered, installed and constructed in accordance with the terms of the Installation Contract. Power Supplier shall have the right to review and approve, such approval not to be unreasonably withheld or delayed, the Installation Contract, all construction plans, including engineering evaluations, the System power output ratings and all warranties and approvals required related to the System. Customer shall, pursuant to the Installation Contract, cause System Provider to procure all materials as required for the installation of the System. All warranties provided by System Provider under the Installation Contract and all manufacturer's warranties shall be for Power Supplier's benefit during the Term, and will otherwise be transferred to Customer if and when the System is purchased by Customer from Power Supplier under the terms of this Agreement.
 - 2.2 Utility and Other Approvals. Customer shall cause System Provider to have the primary responsibility for preparing applications and obtaining all permits, licenses and approvals required for the installation, operation and maintenance of the System. Customer shall not make any material changes to its electrical system at the Site after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the Utility's approval of such interconnection. If the electric utility for the Site (the "Utility") requires upgrades or additional equipment in addition to the System set forth in the Installation Contract, Power Supplier may, at Power Supplier's option, terminate this Agreement with respect to the Site immediately subsequent to notification from the Utility. So long as Power Supplier has not made payments of any kind to System Provider related to the System ("Progress Payments"), or such Progress Payments have been repaid to Power Supplier together with any applicable interest amounts under the Installation Contract or this Agreement, the Parties shall not be obligated to go forward with installation of the System at the Site if the applicable utility approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. If additional System upgrades or additional equipment are provided to meet local utility or interconnection requirements, Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4 for increased costs caused by changes in any constitutional provision, law, regulation, ordinance, or other requirement of a governmental authority, including any taxing authority ("Applicable Law").
 - 2.3 Access to Site. Customer hereby grants to Power Supplier for the Term, including any Extension Periods as defined in Section 7.1 plus reasonable time for System removal, a non-exclusive easement to the portions of the Site as reasonably required by Power Supplier to maintain and operate the System during the Term, which easement shall include ingress and egress rights to the Site for Power Supplier and its employees, sub-contractors or affiliates and access to electrical panels and conduits to interconnect the System with the Site electrical wiring. This easement is in addition to Power Supplier's rights as lessee under the Site Lease Agreement between Power Supplier and Customer or the owner of the Site. Customer

shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and System and for the parking of vehicles reasonably necessary for maintenance, operation and monitoring or removal of the System.

2.4 Solar Energy Delivery. The date on which the delivery of Solar Energy to the Site commences (the “Operational Commencement Date”) shall be the date on which all of the following shall have occurred: (a) Customer has obtained all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System and they are in full force and effect; (b) the System has achieved "Commercial Operation" under the Installation Contract; (c) Customer has entered into an interconnection agreement with the Utility; (d) Customer has executed and delivered to Power Supplier a Certificate of Operational Commencement, substantially in the form provided in Exhibit C; and (e) Power Supplier has received good title to the System. Customer agrees to deliver a Certificate of Operational Commencement no later than three (3) business days after receiving notice from System Provider that the System has achieved commercial operation as understood under the Installation Contract. If the Operational Commencement Date does not occur by September 30, 2016, Power Supplier may terminate this Agreement and require Customer to repay to Power Supplier any Progress Payments paid by Power Supplier, together with any applicable interest amounts, as calculated under the Installation Contract or this Agreement.

2.5 Insurance.

2.5.1 Effective as of the Operational Commencement Date, Customer shall obtain and continuously maintain through the end of the Term of this Agreement (and any renewal or extension thereof), at its own expense, commercial general liability insurance and all-risk property and casualty insurance, insuring against loss or damage to the System, including, without limitation, loss by fire (with extended coverage), theft and such other risks of loss as are customarily insured against with respect to systems comparable to the System and by the types of businesses in which the System will be used. Such insurance shall be in such minimum amounts, with such deductibles, in such form and with such insurers satisfactory to Power Supplier. Notwithstanding the foregoing, the amount of the minimum insurance coverage for loss or damage to the System shall not be less than the applicable Termination Value in Exhibit D (if any) under this Agreement, from time to time. Each such insurance policy shall name Customer as an insured, shall name Power Supplier as an additional insured and loss payee, and shall name the building lessor under the Site Lease Agreement as an additional insured. Each policy shall contain a clause requiring the insurer to provide Power Supplier notice, delivered in accordance with the policy provisions, if any of the above described policies is canceled before the expiration date thereof. Customer shall furnish to Power Supplier a copy of the additional insured endorsements, certificates of insurance or other evidence satisfactory to Power Supplier, stating that such insurance coverage is in effect; provided, however, that Power Supplier shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Customer in the event such insurance coverage fails to comply with the requirements set forth above. Customer shall give Power Supplier prompt notice (not to exceed ten (10) days) of (1) any damage to, theft or loss of, any of the System, or any part thereof, or (2) any personal injury or property damage resulting from the use of any of the System. Customer shall be compensated for providing adequate insurance coverage as described in this section in an amount set out in Exhibit D (“Insurance Credit”) which the Parties acknowledge adequately compensates Customer. Furthermore, Customer shall compensate Power Supplier for any shortfall in insurance proceeds, net of deductibles, resulting from the System being underinsured or uninsured at the time of damage or loss.

2.5.2 Customer shall bear the risk of loss and damage to the System due to Customer’s negligence or willful misconduct, or for any damage to System caused by Customer staff, patrons, or property-related causes, and for any repair work required to place the System in good repair, condition and working order due to Customer’s negligence, willful misconduct or cause.

2.6 Title to System. Customer hereby assigns to Power Supplier all of its right, title and interest in and to the Installation Contract. It is expressly agreed that Customer shall at all times remain liable to System Provider under the Installation Contract to perform all duties and obligations as that of purchaser or owner thereunder, except for the obligation to purchase the System to the extent expressly assumed by Power Supplier hereunder, and that Power Supplier shall be entitled to the same rights as the Customer under the Installation Contract. Power Supplier shall have no liability for System Provider’s failure to meet the terms and conditions of the Installation Contract. At the time that the work constructing the System is substantially complete under the terms of the Installation Contract (and prior to the Operational Commencement Date), System Provider shall deliver to Power Supplier a bill of sale in a form and substance acceptable to Power Supplier transferring right, title and interest to the System to Power Supplier. Power Supplier or Power Supplier’s assigns shall at all times retain title to and be the legal and beneficial owner of the System, including the right to any federal or state

renewable energy production tax credits (or refundable tax credit thereof, as applicable), investment tax credits, any applicable rebates under state law, tax depreciation and any other beneficial interests of ownership available under federal, state, or local law (collectively, the "Tax Incentives"), and the System shall remain the personal property of Power Supplier or Power Supplier's assigns, and shall not attach to or be deemed a part of or fixture of the Site.

3. Operations and Maintenance of System.

3.1 Operations and Maintenance Work. Power Supplier shall be responsible for the operation, monitoring and maintenance the System during the Term, including the monitoring and maintenance of metering for the System determining the quantity of electricity produced by the System.

3.2 Phone/Data Line. Customer shall properly maintain and pay for a communications line necessary to permit Power Supplier to record the electrical output of the System for the entire Term.

3.3 Malfunctions and Emergencies.

3.3.1 Each Party shall notify the other Party within twenty-four (24) hours following its discovery of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of Solar Energy. Power Supplier and Customer shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Power Supplier's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Power Supplier and Customer each shall notify the other Party immediately upon the discovery of an emergency condition in the System.

3.3.2 Power Supplier shall cause the commencement of repairs to the malfunctioning System and restore the supply of Solar Energy as soon as reasonably possible after notice or upon its own discovery of any of the conditions specified in Section 3.3.1 during normal business hours and, subject to Section 2.3, take steps to mobilize personnel to commence repairs after notice or discovery of a condition requiring repair or other corrective action.

3.4 Metering.

3.4.1 Maintenance and Testing. The Installation Contract shall provide for the installation of a utility grade kilowatt-hour ("kWh") meter (the "Meter") for the measurement of Solar Energy provided to Customer. Upon Customer's written request, Power Supplier shall furnish a copy of all technical specifications and accuracy calibrations for the Meter, as well as all metering data and energy production calculations. Power Supplier shall test the Meter in compliance with manufacturer's recommendations. Once per calendar year, Customer shall have the right to audit all Meter data upon reasonable notice, and any such audit shall be at Customer's sole cost. Customer shall have a right of access to the Meter at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations.

3.4.2 Adjustments. If testing of the Meter pursuant to Section 3.4.1 indicates that the Meter is in error by more than two percent (2%), then Power Supplier shall promptly repair or replace the Meter. Power Supplier shall make a corresponding adjustment to the records of the amount of Solar Energy based on such test results for (a) the actual period of time when such error caused inaccurate Meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if such period cannot be so determined, then a period equal to one half (1/2) of the period beginning on the later of (i) the date of the last previous test confirming accurate metering and (ii) the date the Meter was placed into service and ending on the current measurement date; provided, however, that such period shall in no case exceed two (2) years.

3.5 Outages. Customer shall be permitted four (4) four (4) hour outages per calendar year during the Term, provided that Customer shall have notified Power Supplier in writing of scheduled outage at least forty eight (48) hours in advance of its commencement (each, a "Scheduled Outage"), during which times Customer shall not be obligated to accept or pay for Solar Energy. If, due to any Customer action or inaction, the Scheduled Outages exceed the four (4) four (4) hour outages per calendar year, Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such excess Scheduled Outages or any unscheduled outage due to any Customer action or inaction, and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

- 3.6 System Removal for Facility Repairs. If Customer needs to remove the System to repair the roof or other facilities of the Site, then Customer must hire at its own expense contractors that are authorized by the manufacturers of the solar equipment so that the manufacturers' warranties are not voided. The System must be replaced immediately after the completion of the roof or facility repair by authorized contractors at Customer's expense.
- 3.7 Utility Compliance. Customer shall require the System Provider to ensure that all Solar Energy generated by the System conforms to applicable Utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Utility testing and verification, and all related costs.
4. Purchase of Solar Services.
- 4.1 Purchase Requirement. Customer agrees to purchase one hundred percent (100%) of the Solar Energy delivered by the System during the Term. While the Solar Energy is calculated and billed on the basis of kWh of Solar Energy, neither Party may claim that by this Agreement Power Supplier is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Power Supplier shall not claim to be providing electric utility services to Customer and shall not interfere with Customer's ability to select an electric utility except that, to the extent Customer has a choice in selecting an electric utility, electricity power supplier, or other power supplier, Customer shall not select an electric utility, electricity power supplier, or other power supplier that requires, as part of their conditions for service, removal or discontinued operation of the System or the sales hereunder, or causes any reduction in the Solar Energy delivered by the System.
- 4.2 Environmental Attributes; Tax Incentives. Customer's purchase of Solar Energy does not include any marketable environmental attributes or renewable energy credits generated during the Term, which shall be retained and marketed by Power Supplier. Such environmental attributes may include, but are not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, performance based incentive payments, or any other non-power attributes of System or similar Applicable Laws (collectively, "Environmental Attributes"). Power Supplier will have the benefit of any and all Tax Incentives, energy or carbon credit or deduction or the like with respect to the System, whether now or hereafter existing. If required, Customer agrees to cooperate with Power Supplier's reasonable requests for assistance in claiming all Environmental Attributes and Tax Incentives, including, without limitation, filing applications for rebates from the state where the System is located, the federal government or any local utility and assigning the proceeds of such rebates to Power Supplier. Customer agrees not to do or omit to do any act that could jeopardize Power Supplier's ability to claim Environmental Attributes or Tax Incentives. If Customer fails to act in good faith in completing documentation or taking actions reasonably requested by Power Supplier, and such failure results in a loss of any Environmental Attributes or Tax Incentives, Customer shall reimburse Power Supplier for the full amount of such lost Environmental Attributes or Tax Incentive on an after-tax basis. Additionally, if for any reason whatsoever, including, but not limited to, a change in Applicable Law enacted subsequent to the Effective Date of this Agreement which results in a change in the availability or amount of any Tax Incentives, Power Supplier experiences any reduction or loss of any Tax Incentive, then Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4.
5. Price and Payment.
- 5.1 Price. Customer shall pay Power Supplier for Solar Energy provided pursuant to the terms of this Agreement at the rates per kWh (the "kWh Rates") set forth in Exhibit D plus any additional amount required pursuant to Section 5.2.
- 5.2 Taxes. If any federal, state or local taxes are assessed against the sales of Solar Energy or Power Supplier, Customer shall either pay or reimburse Power Supplier for all such amounts due, including any taxes assessed thereon, as set forth in Section 5.3, except for any income taxes imposed on Power Supplier's net income. The kWh Rates set forth in Exhibit D do not contemplate any federal, state or local taxes assessed based on Power Supplier's ownership or control of the System and assessed subsequent to the Effective Date; therefore, any such taxes assessed thereon shall result in an adjustment to the Solar Energy price as described in Section 5.4 herein.
- 5.3 Billing and Payment. Billing and payment for the Solar Energy sold and purchased under this Agreement and any other amounts due and payable hereunder shall be as follows:
- 5.3.1 Payments. Power Supplier shall debit via automated clearing house direct debit ("ACH") to the Customer monthly based on one-twelfth of the annual expected Solar Energy payment ("Monthly Expected Solar Energy Payment") set forth on Exhibit D (the "Expected Solar Energy Payment"). The Monthly Expected Solar Energy

Payment is due monthly in arrears based upon the Operational Commencement Date and on the same date of each succeeding month of the Term. On an annual basis, after the completion of each 12 month period, Power Supplier shall provide Customer with a cumulative accounting of the actual Solar Energy produced from the Operational Commencement Date, compared to the amount billed based on the Expected Solar Energy Payment. On the fifth (5th) anniversary of the Operational Commencement Date and then on an annual basis thereafter (the "Measurement Date"), (a) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is less than that amount that would have been paid based upon the actual Solar Energy produced (the "Under Billed Amount") then Customer shall pay promptly such Under Billed Amount to the Power Supplier, or (b) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is more than that amount that would have been paid based upon the actual Solar Energy produced (the "Over Billed Amount") then Power Supplier shall provide energy to Customer at no charge for that period of time until all energy paid for by Customer has been supplied, such amounts to be reflected as a credit on monthly invoices. Nothing in this Section 5.3.1(b) shall relieve Customer of its obligation to pay all amounts due prior to the Measurement Date. Notwithstanding Section 7.2, any termination of this Agreement by Customer by payment of the Termination Value shall be additionally subject to any and all Under Billed Amounts or Over Billed Amounts as applicable.

5.3.2 Late Payments. All payments hereunder shall be made without set-off or deduction. Any payment not made within ten (10) days of the due date shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Power Supplier. Such interest shall accrue at a monthly rate equal to the lesser of 1.5% or the maximum interest permitted by Applicable Law.

5.4 Adjustments to Solar Energy Price. If there is any change in Applicable Law, or any adjustment in the availability or amount of Tax Incentives subsequent to the Effective Date of this Agreement that is applicable to (i) the operation of the System, (ii) the provision of the Solar Energy, (iii) any reduction or elimination of any Tax Incentives, or, (iv) Power Supplier's obligations hereunder, and such compliance results in a material increase in Power Supplier's costs to provide the Solar Energy, Power Supplier will promptly submit to the Customer a written notice setting forth (a) the citation of the applicable change in Applicable Law or adjustment of Tax Incentives, (b) the manner in which such change in Applicable Law or adjustment of Tax Incentives has changed or will materially increase Power Supplier's costs to provide the Solar Energy, including reasonable computations in connection therewith, and (c) Power Supplier's proposed adjustment to the kWh Rate for the System payable by Customer. Power Supplier's adjustment to the kWh Rate shall result in a new rate that reasonably compensates Power Supplier for the total cost increase related to the change in Applicable Law or the adjustment of Tax Incentives, which adjustment shall remain in effect for the remainder of the Term or until the Applicable Law or the adjustment of Tax Incentives that caused the increase in costs is altered, repealed, or made inapplicable to the System. The Parties further acknowledge that changes may occur in the utility billing procedures or rates, or the application or availability of credits, offsets, reductions, discounts or other benefits, other than those changes caused solely by any variation in the production of Solar Energy from the Estimated System Production set forth in Exhibit D, and that the kWh Rate shall be adjusted upward to the extent necessary to compensate Power Supplier for the total cost increase resulting from such changes. Notwithstanding Section 7.3, in the event of an adjustment to the kWh Rate under this Section 5.4, Customer may terminate this Agreement by payment of the Termination Value.

5.5 Condemnation. If the System or the Site is acquired or condemned by any authority (including Customer, if it has condemnation power under applicable state law) in whole or in part or is sold by Power Supplier in lieu of such condemnation, then this Agreement shall terminate at Power Supplier's election as of the date on which the condemning authority takes title or such earlier date as reasonably necessary or desirable in Power Supplier's reasonable discretion. If Customer receives any compensation for condemnation of System and/or Site, Customer shall pay to Power Supplier a pro rata share of these proceeds based on the fair market value of the System as it bears a relationship to the total fair market value proceeds received for the condemned Site inclusive of the System. The fair market value of System is determined, for this purpose, to be the relevant Termination Value as described in Exhibit D. If condemnation of Site or System is due to any action or inaction of Customer then Customer shall pay to Power Supplier all amounts due under the Agreement and the relevant Termination Value as described in Exhibit D.

6. Covenants of Customer. As a material inducement to Power Supplier's execution of this Agreement, Customer covenants and agrees as follows:

6.1 Health and Safety. Customer shall at all times maintain the areas of the Site consistent with all Applicable Laws pertaining to the health and safety of persons and property.

- 6.2 Security. Customer shall provide and take reasonable measures for security of the System, including commercially reasonable monitoring of the Site's alarms.
- 6.3 Notice of Damage. Customer shall promptly notify Power Supplier of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.
- 6.4 Liens. Customer shall not directly or indirectly cause, create, incur, assume or suffer to exist of any Liens on or with respect to the System or any interest therein. Customer also shall pay promptly before a fine or penalty may attach to the System any taxes, charges, or fees of whatever type of any relevant governmental authority for which Customer is responsible under Section 5.2. If Customer breaches its obligations under this Section 6.4, it shall immediately notify Power Supplier in writing, shall promptly cause such Lien to be discharged and release of record without cost to Power Supplier, and shall indemnify Power Supplier against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien. "Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.
- 6.5 Non Disturbance Agreements. Customer shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Site, Customer shall provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Power Supplier, stating that ownership of the System remains with the Power Supplier and further acknowledging that the System is personal property of Power Supplier and agreeing not to disturb the rights of the Power Supplier in (i) the System, (ii) the Site Lease Agreement and (iii) under this Agreement. If Customer is the fee owner of the Site, Customer consents to the filing of a disclaimer of the System as a fixture of the Site at the appropriate recording office. If Customer is not the fee owner, Customer will obtain such consent from such owner of the Site. Such acknowledgement and consents, or acceptable notices thereof, shall be recorded, at Customer's expense, at the appropriate recording office.
- 6.6 Maintenance of Interconnection. After the System is installed, Customer shall ensure that all of the facilities to which Solar Energy is delivered hereunder remain interconnected to the electrical grid during the Term, except as permitted under Section 3.5.
- 6.7 Premises Shutdown; Interconnection Deactivated. In the event the Site is closed as a result of an event that is caused by or related to any action or inaction of Customer not permitted under this Agreement, Customer shall continue to pay Power Supplier for all payments due but unpaid under Section 5.3.1 of this Agreement. If an interconnection with the Utility becomes deactivated for reasons that are caused by or related to any action or inaction of Customer not permitted under this Agreement such that the System is no longer able to produce Solar Energy, or if Customer has the System removed to perform roof repairs or other facility repairs at the Site, Customer will pay Power Supplier an amount equal to the sum of (a) payment that Customer would have made to Power Supplier hereunder following such closure; and (b) revenues from Environmental Attributes that Power Supplier would have received with respect to Solar Energy that would have been produced by the System following such closure. If a shutdown pursuant to this Section 6.7 continues for 180 days or longer, Power Supplier may terminate this Agreement and require Customer to pay all amounts due but unpaid under this Agreement and the relevant Termination Value as of the date of termination.
- 6.8 Insolation. Customer understands that unobstructed access to sunlight ("Insolation") is essential to Power Supplier's performance of delivering Solar Energy to Customer and a material term of this Agreement. Customer shall not in any way cause or permit any interference with the System's Insolation ("Interference"). If Customer becomes aware of any activity or condition that causes such Interference to diminish the Insolation of the System, Customer shall notify Power Supplier immediately and shall cooperate with Power Supplier in preserving the System's existing Insolation levels as they existed on the date of original installation, including, but not limited to, taking action against related or unrelated third parties that have planned or commenced construction projects that would obstruct, impair or block the exposure of the System to sunlight for any period of time that could materially affect the System's production of electrical energy. If Insolation Interference is a result of any Customer action or inaction, then Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such Interference and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

7. Term and Termination.

- 7.1 Term. The Term shall commence on the Operational Commencement Date, as stated on the Certificate of Operational Commencement, and shall continue for a period of years, as stated on Exhibit D, until the expiration date (the "Expiration Date") plus any Term extensions (the "Term"); provided, however, that, unless Customer gives Power Supplier written

notice at least sixty (60) days but no more than three hundred sixty (360) days prior to the then current Expiration Date to terminate this Agreement as of such Expiration Date (the “Expiration Date Termination Notice”), the Term shall be extended for an additional two (2) year period beyond the then current Expiration Date at the rate set forth in Exhibit D (the “Extension Period”). Customer shall indicate in the Expiration Date Termination Notice whether it elects to purchase the System upon the expiration of the Term.

- 7.2 Termination Value for Customer’s Default. If this Agreement is terminated prior to the Expiration Date due to a Customer Default (as defined in Section 8.1), Customer shall be required to pay to Power Supplier all amounts then due under this Agreement (including, but not limited to, any unpaid Under Billed Amount as of the date immediately preceding the event of the Customer Default) and the then-applicable Termination Value as of the date immediately preceding the event of the Customer Default, as stated on Exhibit D, as liquidated damages. The Parties agree that actual damages to Power Supplier if this Agreement is terminated due to a Customer Default would be difficult to ascertain, and the applicable Termination Value is a reasonable approximation of the damages suffered by Power Supplier as a result of such termination.
- 7.3 Early Termination. Customer may not terminate this Agreement before the end of the first five (5) years from the date of Operational Commencement Date. Thereafter, on the fifth anniversary and the tenth anniversary of Operational Commencement Date, Customer may terminate this Agreement for its convenience upon ninety (90) days’ written notice and shall pay Power Supplier the related Termination Value and this Agreement shall terminate. Any sale of the Site (if Customer is the Owner of the Site) or any termination of Customer’s lease of the Site (if Customer leases the Site) shall constitute an early termination of this Agreement by Customer. If the Customer vacates the Site, the Customer may assign this Agreement to the buyer or new lessee of the Site; provided such person is acceptable to Power Supplier. If the buyer or new lessee of the Site is not acceptable to Power Supplier, then Customer must purchase the System from Power Supplier for the Termination Value.
- 7.4 Removal or Purchase of the System. If all amounts due under this Agreement have been paid in full and the Term expires in accordance with Section 7.1, and Customer does not elect, in the Expiration Date Termination Notice, to purchase the System upon such expiration, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date at Power Supplier’s expense. Otherwise, if (i) there is a Customer Default or (ii) the Customer terminates this Agreement pursuant to Section 7.3 and the Agreement is not assigned to a buyer or new lessee of the Site approved by Power Supplier, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date, at Customer’s expense. Provided Customer is not in default of any of its obligations under this Agreement, if all amounts due under this Agreement have been paid in full and Customer elects to purchase the System upon expiration of the Term, then Customer shall pay to Power Supplier on the Expiration Date the fair market value (the “Fair Market Value”) of the System, not to be less than fifteen percent (15%) of the Installation Contract Price as stated on Exhibit D (the “Customer Purchase Option”). The Fair Market Value of the System shall be the value determined by the mutual agreement of Customer and Power Supplier within ten (10) days after receipt by Power Supplier of Customer’s notice of its election to purchase the System. In the event that Power Supplier and Customer are unable to agree upon the Fair Market Value for the System, such value will be determined by an independent appraiser to be selected by Customer. Customer shall be responsible for all applicable taxes on the purchase of System. Upon exercise of the System purchase and payment of the Customer Purchase Option, Power Supplier shall execute and deliver to Customer such documents as Customer may reasonably request in order to vest in Customer all right, title and interest in the System.

8. Defaults.

- 8.1 Customer Default. The occurrence at any time of any of the following events shall constitute a “Customer Default”:
- 8.1.1 Failure to Pay. Customer’s failure to pay any amounts owing to Power Supplier when such amounts are due and payable under the terms of this Agreement and Customer’s failure to cure within ten (10) business days after Customer received written notice of such failure from Power Supplier;
- 8.1.2 Failure to Perform or Observe Obligations. Customer’s failure to perform or observe any material obligation or covenant to be performed or observed and does not cure such failure within fifteen (15) days of receiving written notice of such failure; or
- 8.1.3 Insolvency. Customer (i) has an order for relief entered against it under the federal Bankruptcy Code, (ii) makes an assignment for the benefit of creditors, (iii) applies for or seeks the appointment a receiver, liquidator, assignee, trustee or other similar official for it or of any substantial part of its property or any such official is appointed, other than upon Customer’s request, and such unrequested appointment continues for thirty (30) days, (iv)

institutes proceedings seeking an order for relief under the federal Bankruptcy Code or seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or any of its debts under other applicable federal or state law relating to creditor rights and remedies, or any such proceeding is filed against it, other than upon Customer's request, and such unrequested proceeding continues undismissed or unstayed for thirty (30) days, or (v) takes corporate action in furtherance of any of the foregoing actions.

8.2 Power Supplier Default. Power Supplier's failure to secure all right, title and interest to the System required to deliver Solar Energy to the Customer, so long as the Customer is not in default under this Agreement, shall constitute a "Power Supplier Default". Power Supplier is under no obligation to provide a specified level of Solar Energy to the Customer but is required, so long as no Customer Default exists, to provide all available production of the Solar Energy to the Customer for purchase by the Customer under this Agreement. However, if such failure by Power Supplier to secure all right, title and interest to the System by its nature can be cured, then Power Supplier shall have a period of thirty (30) business days after receipt of written notice from Customer of such failure to cure it and a Power Supplier Default shall not be deemed to exist during such period; provided that if Power Supplier commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one hundred twenty (120) additional days.

9. Remedies upon Default.

9.1 Power Supplier's Remedies upon Customer Default. Notwithstanding Section 7.2, at any time after the occurrence of a Customer Default, Power Supplier may exercise one or more of the following remedies, at Customer's full expense (including, without limitation, reasonable attorneys' fees and expert witness fees incurred in connection therewith): (a) Power Supplier may terminate this Agreement; (b) Power Supplier may recover from Customer all amounts then due under this Agreement (including, without limitation, any detriment that Power Supplier or its assigns incurs due to the recapture of any Tax Incentives including all or part of an investment tax credit under Section 48 of the Code or depreciation deductions) and recover, with or without canceling this Agreement, the Termination Value as of the date immediately preceding the event of Customer Default date as liquidated damages; (c) Power Supplier may take possession of the System, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession, and any such taking of possession shall not constitute a termination of this Agreement; and (d) Power Supplier may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance or an injunction.

9.2 Customer's Remedies upon Power Supplier Default. If an uncured Power Supplier Default exists pursuant to Section 8.2, then Customer may terminate this Agreement and, upon sixty (60) days written notice from Customer to Power Supplier, Power Supplier shall promptly remove the System from the Site and restore the Site to its previous condition, normal wear and tear excepted, at Power Supplier's sole cost and expense and all obligations of Customer under this Agreement shall cease.

9.3 No Consequential Damages. Nothing in this Agreement is intended to cause either Party to be, and neither Party shall be, liable to the other Party for any lost business, lost profits or revenues from others or special or consequential damages, all claims for which are hereby irrevocably waived by Customer and Power Supplier. Notwithstanding the foregoing, none of the payments for Solar Energy or any other amount specified as payable by Customer to Power Supplier under the terms of this Agreement upon termination of this Agreement shall be deemed consequential, nor shall any of the Tax Benefits lost or recaptured upon termination of this Agreement be deemed consequential.

10. Indemnification.

10.1 Indemnification by Customer. Customer shall fully indemnify, hold harmless and defend Power Supplier, its assigns, contractors, subcontractors, directors, officers, employees, agents and invitees from and against all costs, claims and expenses incurred by Power Supplier in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person arising out of (a) the use, condition, operation, ownership, selection, delivery or return of System, regardless of when, how and by whom operated, or any failure on the part of Customer or its agents or employees or others under Customer's control to perform or comply with any of its obligations under this Agreement, excluding, however, any of the foregoing which result from the gross negligence or willful misconduct of Power Supplier or (b) a Customer Default; provided, however, that nothing in this Section 10.1 is intended to modify the limitation of Customer's liability set forth above.

- 10.2 Survival of Provisions. The provisions of this Section 10 shall survive the expiration or termination of this Agreement. Nothing contained in this Agreement shall authorize Customer to operate the System so as to incur or impose any liability on, or obligation for or on behalf of, Power Supplier.
11. Waiver of Claims. Power Supplier shall not be liable for any damage to the Site or personal property located thereon that results from perils that would be insured against in a so called “all-risk property damage” insurance policy, beyond any deductible, unless such damage is caused by Power Supplier’s gross negligence or willful misconduct.
12. Miscellaneous Provisions.
- 12.1 Notices. All notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person or (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested (c) sent by reputable overnight express courier addressed in each case to the addresses set forth below, or to any other address either of the parties to this Agreement shall designate in a written notice to the other Party:

If to Power Supplier: Technology Credit Corporation
 919 The Alameda
 San Jose, CA 95126
 Attn: Lawrence Clark

If to Customer: El Dorado Hills County Water District
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762
 Attn: Fire Chief

All notices sent pursuant to the terms of this Section 12.1 shall be deemed received (i) if personally delivered, on the date of delivery, (ii) if sent by reputable overnight, express courier, on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, on the earlier of the third (3rd) Business Day following the day sent or when actually received.

12.2 Authority.

12.2.1 Power Supplier Representations. Power Supplier hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Power Supplier is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate action;
- (c) This Agreement is a legal, valid and binding obligation of Power Supplier enforceable against Power Supplier in accordance with its terms; and
- (d) Neither the execution and delivery of this Agreement by Power Supplier nor compliance by Power Supplier with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Power Supplier or any contractual obligation of Power Supplier or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Power Supplier.

12.2.2 Customer Representations. Customer hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Customer is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
 - (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary actions;
 - (c) This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms;
 - (d) No governmental approval (other than any governmental approvals that have been previously obtained or Customer has reason to believe that it will be unable to obtain in due course) is required in connection with the due authorization, execution and delivery of this Agreement by Customer or the performance by Customer of its obligations hereunder;
 - (e) Neither the execution and delivery of this Agreement by Customer nor compliance by Customer with any of the terms and provisions of this Agreement (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Customer, or any contractual obligation of Customer, or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Customer;
 - (f) Customer has not entered and will not enter into any contracts or agreements with any other person or entity for the supply of Solar Energy at or to the Site during the Term of this Agreement;
13. Entire Agreement. This Agreement (including all exhibits attached hereto) represents the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written agreements.
14. Amendments to Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of Power Supplier and Customer.
15. Assignment. Customer may not assign this Agreement or any of its rights or interests hereunder, or delegate any of its duties hereunder, to any other party without Power Supplier's written consent, given in its sole discretion. Power Supplier may assign this Agreement and/or the System, without Customer's consent. Customer hereby acknowledges that all references to Power Supplier's rights hereunder or under any Installation Contract shall be deemed to include all of Power Supplier's permitted assigns even if not expressly stated as such.
16. Waivers; Approvals. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Power Supplier Default or any Customer Default, as applicable, shall not constitute a waiver of any rights by such Party, and, subject to the notice requirements of the Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Power Supplier Default or Customer Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approval required under this Agreement must be in writing, signed by the Party whose approval is being sought.
17. Partial Invalidity. If any provision of this Agreement is deemed to be invalid by reason of the operation of applicable law, Power Supplier and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Agreement (and if Power Supplier and Customer cannot agree, then such provisions shall be severed from this Agreement) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.
18. No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Power Supplier to dedicate its property to public use or subject itself to regulation as a "public utility" (as defined in the California Public Utilities Code or any other applicable law).
19. Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986.

20. Parties. If there is more than one Customer named in this Agreement, the liability of each shall be joint and several.
21. Execution in Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the choice of laws provisions, of the State of California, without giving effect to conflicts of law principles. Power Supplier and Customer hereby submit to the non-exclusive jurisdiction of any State or Federal court located in San Jose, California for all legal proceedings arising directly or indirectly from this Agreement, and each irrevocably waives any objection to any such proceeding based on venue or inconvenient forum. The Parties agree to waive their right to jury trial and to submit all disputes of fact or of law relating to or arising out of this Agreement to a trial pursuant to an Order of Reference under California Code of Civil Procedure section 638 et seq. The Parties intend this general reference agreement to be specifically enforceable in accordance with CCP section 638 et seq.
23. Attorney's Fees. If any action shall be instituted between Power Supplier and Customer in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its reasonable costs and expenses incurred in connection with such action by arbitration or other legal proceeding, including reasonable attorney's fees and expert witness fees.

In concurrence and witness whereof, this Agreement has been executed by the Parties effective on the Effective Date hereof.

POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
 (Print)

NAME: _____
 (Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

FORM OF INSTALLATION CONTRACT

See attached: Solar Installation Agreement, dated _____, by and between System Provider and Customer

EXHIBIT B

SYSTEM EQUIPMENT LIST

System Equipment Location:

El Dorado Hills Fire Department
Station 85
1050 Wilson Boulevard
El Dorado Hills, CA 95762

Description	Qty
Solar Photovoltaic System rated at 78.120 kW/DC:	
Canadian Solar, CS6X Series, 310 watt photovoltaic modules	252
SolarEdge, SE9KUS, 9 kW interters	8
Pitch Racking, roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

TOTAL COST \$274,050.00

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1316, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Location of System: 1050 Wilson Boulevard, El Dorado Hills, CA 95762

Size of System: 78.120 kW/DC

Operational Commencement Date: _____

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

EXHIBIT D

PRICING SCHEDULE

Pursuant to Section 5.1, the kWh Rates paid during the Term are as follows:

Installation Contract Price:	\$274,050.00
First Year Rate:	\$0.2350 per kWh
Annual Cost of Energy Escalator:	1.9% per annum
Assumed System Degradation:	0.5% per annum
Insurance Credit:	\$0.0100 per kWh

Year	Annual Increase	Rate per kWh*	Estimated System Production (kWh per Year)	Expected Monthly Solar Energy Payment
1	1.9%	\$0.2250	117,853	\$2,210.00
2	1.9%	\$0.2293	117,264	\$2,240.00
3	1.9%	\$0.2336	116,678	\$2,272.00
4	1.9%	\$0.2381	116,095	\$2,303.00
5	1.9%	\$0.2426	115,515	\$2,335.00
6	1.9%	\$0.2472	114,937	\$2,368.00
7	1.9%	\$0.2519	114,362	\$2,401.00
8	1.9%	\$0.2567	113,790	\$2,434.00
9	1.9%	\$0.2616	113,221	\$2,468.00
10	1.9%	\$0.2665	112,655	\$2,502.00
11	1.9%	\$0.2716	112,092	\$2,537.00
12	1.9%	\$0.2768	111,532	\$2,572.00
13	1.9%	\$0.2820	110,974	\$2,608.00
14	1.9%	\$0.2874	110,419	\$2,644.00
15	1.9%	\$0.2928	109,867	\$2,681.00

* Rate per kWh is net of Insurance Credit

Tax Incentives:	Remain with Power Supplier
Tax Owner:	Power Supplier
Initial Term:	15 years
Extension Period (each):	2 years
Extension Period Rate*:	Year 16 Rate per kWh \$0.2928 Year 17 Rate per kWh \$0.2928

Early Termination

If Customer decides to terminate the Agreement for any reason prior to the Expiration Date of the Agreement plus any Term extensions, Power Supplier will charge Customer the Termination Value. The Termination Value is exclusive of any sales, use and/or excise taxes and shall be the sum of:

- (1) Any amounts due under the Agreements of the date of termination; and
- (2) The Termination Value, per the schedule that follows.

TERMINATION VALUE SCHEDULE

<u>Payment Number</u>	<u>Termination Value (\$)</u>						
1	287,753	46	181,152	91	119,669	136	79,519
2	285,384	47	178,783	92	118,755	137	78,666
3	283,015	48	176,414	93	117,841	138	77,812
4	280,646	49	174,045	94	116,928	139	76,959
5	278,277	50	171,676	95	116,014	140	76,105
6	275,908	51	169,307	96	115,101	141	75,251
7	273,539	52	166,938	97	114,187	142	74,398
8	271,170	53	164,569	98	113,274	143	73,544
9	268,801	54	162,200	99	112,360	144	72,691
10	266,432	55	159,832	100	111,447	145	71,837
11	264,063	56	157,463	101	110,533	146	70,983
12	261,695	57	155,094	102	109,620	147	70,130
13	259,326	58	152,725	103	108,706	148	69,276
14	256,957	59	150,356	104	107,793	149	68,423
15	254,588	60	147,987	105	106,879	150	67,569
16	252,219	61	147,074	106	105,966	151	66,715
17	249,850	62	146,160	107	105,052	152	65,862
18	247,481	63	145,247	108	104,139	153	65,008
19	245,112	64	144,333	109	103,225	154	64,155
20	242,743	65	143,420	110	102,312	155	63,301
21	240,374	66	142,506	111	101,398	156	62,447
22	238,005	67	141,593	112	100,485	157	61,594
23	235,637	68	140,679	113	99,571	158	60,740
24	233,268	69	139,766	114	98,658	159	59,887
25	230,899	70	138,852	115	97,744	160	59,033
26	228,530	71	137,939	116	96,831	161	58,179
27	226,161	72	137,025	117	95,917	162	57,326
28	223,792	73	136,112	118	95,004	163	56,472
29	221,423	74	135,198	119	94,090	164	55,619
30	219,054	75	134,285	120	93,177	165	54,765
31	216,685	76	133,371	121	92,323	166	53,911
32	214,316	77	132,458	122	91,470	167	53,058
33	211,947	78	131,544	123	90,616	168	52,204
34	209,579	79	130,631	124	89,763	169	51,351
35	207,210	80	129,717	125	88,909	170	50,497
36	204,841	81	128,804	126	88,055	171	49,643
37	202,472	82	127,890	127	87,202	172	48,790
38	200,103	83	126,977	128	86,348	173	47,936
39	197,734	84	126,063	129	85,495	174	47,083
40	195,365	85	125,150	130	84,641	175	46,229
41	192,996	86	124,236	131	83,787	176	45,375
42	190,627	87	123,323	132	82,934	177	44,522
43	188,258	88	122,409	133	82,080	178	43,668
44	185,890	89	121,496	134	81,227	179	42,815
45	183,521	90	120,582	135	80,373	180	41,961
						181	41,107

EXHIBIT E

ACH AUTHORIZATION

This ACH Authorization is to the POWER PURCHASE AGREEMENT NO. 1316, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier") and is pursuant to Section 5.3.1 of the Agreement.

Customer hereby authorizes Power Supplier, its assignee, and its bank to initiate monthly ACH debit entries to the financial institution account indicated below (the "Account"), for all amounts due under the Agreement including the Monthly Expected Solar Energy Payment and all applicable sales and/or use taxes (the "Monthly Payment"). Customer further authorizes the financial institution named below to debit such entries in the Account for the Monthly Payment. This ACH Authorization, with respect to the Agreement, shall remain in full force and effect until Power Supplier, or its assignee, has received all amounts due or to become due under the Agreement. In the event that such Account is no longer active and available for ACH debit entries by Power Supplier, Customer will promptly provide substitute Direct Debit / Payment Information to Power Supplier.

DIRECT DEBIT/PAYMENT INFORMATION:

Bank Name: _____

Bank Address: _____

Bank Routing # (9 digits): _____

Account #: _____

Exact Account Name: _____

Account Type (circle one): C - Checking S - Savings

CUSTOMER CONTACT INFORMATION:

Billing Contact Name: _____

Phone #: _____ **E-mail:** _____

Unless otherwise defined herein, capitalized terms used herein have the same meanings as set forth in the Agreement. The person executing this ACH Authorization on behalf of Customer hereby certifies that he or she has read and is duly authorized to execute this ACH Authorization.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT F

INSURANCE AUTHORIZATION

This Insurance Authorization relates to the POWER PURCHASE AGREEMENT NO. 1316, (the “Agreement”), by and between **El Dorado Hills County Water District** (“Customer”) and **Technology Credit Corporation** (“Power Supplier”).

Pursuant to Section 2.5.1 of the above referenced Agreement, Customer’s insurance carrier/representative is directed to accommodate the Power Supplier and its assignees and is directed to bind the following coverage:

1. Power Supplier, and from time to time Power Supplier’s assignees as specified by Power Supplier, are to be named as “Additional Insured and Loss Payee” under the policies issued to Customer. The following statement shall appear, “Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.”
2. Evidence of insurance in the form of binder(s) is acceptable until formal certificates can be issued. Mail or deliver binder(s) to Power Supplier at 919 The Alameda, San Jose, California 95126.
3. Property and Casualty Insurance
 - “All Risk” loss or physical damage insurance.
 - Reference to **Power Purchase Agreement No. 1316** and a description of the covered system equipment should be included (as per attached list).
 - Limits: The Termination Value of the system equipment listed on the attached Exhibit D, from time to time.
 - Endorsement naming the Power Supplier and its assignees as Loss Payees.
4. Public Liability Insurance
 - Comprehensive commercial general liability insurance.
 - Limits: Bodily injury; \$1,000,000 per occurrence. Property damage; \$1,000,000 per occurrence. Combined Single limit \$2,000,000. Products and/or completed operations, and blanket contractual liability to be included.
 - Endorsement naming the Power Supplier and its assignees as Additional Insured.
5. All premiums and other costs associated with the above insurance coverage shall be paid by Customer.
6. System Equipment Location and Description: Listed on the attached Exhibit B.

Agent Name: _____ E-Mail: _____

Insurance Company: _____

Address: _____

Office Phone: _____ Fax No.: _____

Customer hereby instructs the Agent and/or the Insurance Company listed above to immediately comply with the instructions and requirements set forth above including immediate submission of binder(s) and subsequent delivery of additional insured endorsements and certificates to the aforementioned Power Supplier.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT G

PROGRESS PAYMENT AGREEMENT

This Progress Payment Agreement and its supplements are to the POWER PURCHASE AGREEMENT NO. 1316, (the "Agreement") by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier"). Capitalized terms used, and not otherwise defined, herein shall have the meanings ascribed thereto in the Agreement.

1. SYSTEM: This Progress Payment Agreement relates to the System to be purchased by Power Supplier as described under the Agreement as listed on Exhibit B thereto (such System is related to and will be subject to the Agreement which Term has not yet commenced (the "Pending Agreement").

2. TERMS AND CONDITIONS:

(a) Subject to the terms and conditions set forth herein, on or before September 30, 2016 (the "Commitment Termination Date"), at the request of Customer, Power Supplier shall fund the purchase of System by making payments toward the purchase price of such System as designated by Customer as specified in one or more draw requests provided by Customer to Power Supplier from time to time (the "Progress Payments"). The aggregate amount of Progress Payments paid by Power Supplier hereunder shall not exceed a total of Two Hundred Forty-six Thousand Six Hundred Forty-five Dollars and Zero Cents (**\$246,645.00**) (the "Commitment").

(b) Customer shall request that Power Supplier make a Progress Payment by delivering a notice, in the form of attached Schedule B, (a "Funding Request") to Power Supplier which such notice shall (i) identify the amount of such Progress Payment, which, together with all other Progress Payments previously made by Power Supplier, shall not exceed the Commitment, (ii) identify the date on which such Progress Payment is to be made, which date shall be a Business Day (a "Business Day(s)" shall mean any Monday through Friday, excluding all US national holidays) not earlier than five (5) Business Days after the date of such Funding Request is received by Power Supplier and not later than the Commitment Termination Date and (iii) attach an invoice from the Supplier of the System in an amount equal to the requested amount of the Progress Payment. Delivery of such Funding Request shall constitute an acknowledgement by Customer that such invoice is approved and accepted by Customer.

(c) The obligation of Power Supplier to make Progress Payments shall be subject to satisfaction (or waiver by Power Supplier) of each of the following conditions, prior to the date on which such Progress Payment is to be made: (i) Power Supplier shall have received each of the following documents, in form and substance satisfactory to Power Supplier: (a) the Pending Agreement duly executed by Customer together with all attachments and exhibits thereto; (b) a Funding Request duly executed by Customer; (c) the Installation Contract between the System Provider and Customer duly executed by both parties; (d) System Provider invoice(s) in the amount of the Progress Payment, and (e) any other document reasonably requested by Power Supplier; and (ii) Each of Customer's representations set forth in the Pending Agreement shall continue to be true and correct as of the date the Progress Payment is to be made.

3. FINAL SYSTEM SCHEDULE; TERMINATION:

(a) Power Supplier and Customer intend to commence the Pending Agreement, which will expressly supersede and replace this Progress Payment Agreement. The Pending Agreement shall be effective on the Operational Commencement Date as set out in the terms of the Pending Agreement and Power Supplier shall have received any other documents reasonably requested by Power Supplier in connection therewith.

(b) The obligation of Power Supplier to make Progress Payments shall terminate on the earlier to occur of (i) the Operational Commencement Date of the Pending Agreement or (ii) the Commitment Termination Date (such date, the "Termination Date").

4. PAYMENTS:

(a) As used herein, “Interest Rate” shall mean the 9.90 percent per annum. Interest shall be computed on the basis of a year of 360 days for the actual number of days elapsed and shall accrue on the outstanding amount hereunder from and including the date each Progress Payment is made to but excluding the date the entire principal amount hereunder is paid in full (the “Interest Amount”).

(b) On the Termination Date, Customer shall pay to Power Supplier an amount equal to the aggregate amount of all Progress Payments made by Power Supplier hereunder together with the Interest Amount due and payable pursuant to Section 4(a) hereof; *provided, however*, that if the Operational Commencement Date of the Pending Agreement occurs on or before the Termination Date, all amounts which Customer is obligated to pay pursuant to this Section 4(b) shall be considered paid in full by Customer and no further obligations under this Progress Payment Agreement shall exist.

(c) If (i) an Event of Default under the Pending Agreement has occurred and is continuing, or (ii) for any reason whatsoever System Provider fails to deliver to Customer the photovoltaic system described in the Installation Contract in accordance with the terms thereof, or (iii) Customer fails to accept the System, or (iv) Progress Payments shall exceed the maximum amount provided in Section 2(a), then, in any such event, Customer shall immediately, upon demand, pay Power Supplier an amount equal to the sum of (A) the total amount of all Progress Payments paid by Power Supplier for the System, plus (B) the Interest Amount accrued to date. Upon Power Supplier’s receipt of such aggregate payment, Power Supplier will transfer all its right, title and interest in and to the System to Customer on an “as-is, where-is” basis without representation or warranty.

5. INSURANCE: Customer shall maintain the insurance required pursuant to Section 2.5 of the Pending Agreement as of the first date upon which a Progress Payment is to be made under Section 2(b) hereof. For purposes of this Progress Payment Agreement, the Termination Value for the System at any time shall be an amount equal to 105% of the amount of the Progress Payments made to date.

6. ADDITIONAL PROVISIONS:

(a) The System location shall be as specified on the Pending Agreement.

(b) To the extent the System, or any portion thereof, is delivered to Customer, Power Supplier shall be considered to be the owner of such System, or portion thereof, and title to such System, or portion thereof, shall vest in Power Supplier without further action by Power Supplier or Customer.

Except as expressly modified hereby, all terms and provisions of the Pending Agreement shall remain in full force and effect. This Progress Payment Agreement is not binding or effective with respect to the Pending Agreement or System until executed on behalf of Power Supplier and Customer by authorized representatives of Power Supplier and Customer, respectively. The person executing this hereunder on behalf of Power Supplier and on behalf of Customer hereby certifies that he or she has read, and is duly authorized to execute, this Progress Payment Agreement.

**POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION**

**CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT**

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS PROGRESS PAYMENT AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS AND TO THE EXTENT, IF ANY, THAT THIS PROGRESS PAYMENT AGREEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS PROGRESS PAYMENT AGREEMENT MAY BE PERFECTED THROUGH THE TRANSFER OF POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE CHATTEL PAPER ORIGINAL ON THE SIGNATURE PAGE THEREOF. THIS IS THE CHATTEL PAPER ORIGINAL.

SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement") is made and entered into as of **November 13, 2015** (the "Commencement Date"), between **El Dorado Hills County Water District**, a California county water district ("Lessor"), and **Technology Credit Corporation**, a California corporation ("Lessee").

1. DEFINITIONS.

- a) "Building" means the building where the Site Equipment is or will be located on the Property.
- b) "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- c) "Property" means the land and improvements (including the Building) located at 1050 Wilson Boulevard in the City of El Dorado Hills, County of El Dorado, State of California, and as identified as parcel number 121-040-25.
- d) "Site Equipment" means the solar photovoltaic systems described in **Exhibit A** attached hereto.
- e) "Solar Agreement" means the Power Purchase Agreement between Lessor, Lessor's affiliate, or Lessor's tenant (together, the "Occupant") and Lessee, pursuant to which Lessee sells energy generated by the Site Equipment to Occupant.
- f) "Solar Site" means the applicable portions of the Property (including, but not limited to the land, roof and interior equipment space of the Building occupied (or to be occupied) by Site Equipment) and as set out on **Exhibit B** if attached hereto. The Solar Site shall additionally include vertical and/or horizontal risers, conduits or cable used for the purpose of connecting the Site Equipment to the Property or installing data communications capability to the Property.

2. LEASE.

- a) Lessor leases to Lessee the Solar Site for (i) commissioning, servicing, accessing, removing, repairing and replacing the Site Equipment in accordance with this Agreement and Laws, and (ii) such other use as are determined by Lessee to be reasonably necessary to conduct any of the foregoing (collectively, (i) and (ii) are herein referred to as the "Permitted Use"). Lessee shall pay Lessor as consideration for lease of the Solar Site **\$1.00** on each anniversary of the Commencement Date through the Term (as defined below). At Lessee's discretion, Lessee may prepay such amounts to Lessor for all or any number of years during the Term.
- b) The lease of the Solar Site shall include rights of ingress and egress to the Solar Site on and across the Property and through the Building, including rights to use any access rights and easements appurtenant to the Property.
- c) The lease of the Solar Site shall also include an easement to Lessee to convert all of the solar resources above the Solar Site to electricity. The parties expressly intend that the easement granted herein shall be construed as a "solar easement" pursuant to the terms of California Civil Code Section 801.5.
- d) Lessee agrees not to use or permit the use of the Solar Site for any purpose which violates any Laws or is dangerous to life, limb or property.

3. TERM. The term of this Agreement (the "Term") shall commence on the Commencement Date and, unless sooner revoked, terminated or extended to a later date pursuant to the terms herein, shall continue until ninety (90) days after the twentieth (20th) anniversary of the Commencement Date; provided, however, that this Agreement shall terminate upon Lessor receiving title to the Solar Equipment upon exercising its purchase option under the Solar Agreement (either such date, the "Termination Date").

4. PAYMENTS. Lessee shall pay Lessor, if and when due, any incremental sales, use or other taxes or assessments (but excluding income taxes) if any which are assessed or due solely by reason of this Agreement or Lessee's use of the Solar Site hereunder.

5. LESSOR COVENANTS.

- a) Subject to any specific limitations in this Agreement, Lessor shall at all times during the Term use commercially reasonable efforts to maintain the Property, including the Solar Site, in good condition and repair so that the Occupant is able to receive and utilize the electricity delivered by Lessee from the Site Equipment and shall provide Lessee and its agents, employees, contractors, invitees and visitors continuous access to the Property and the Solar Site.

- b) All obligations of Lessor in this Agreement regarding maintenance of the Property shall be subject to the right of Lessor during periods of renovation of any part of the Property to issue a shutdown order to the Site Equipment. Lessor will use commercially reasonable efforts to remedy any interruption as soon as possible. Lessee will cooperate with Lessor, at Lessor's expense, in temporarily relocating the Site Equipment during those periods that the Property, including, but not limited to, the roof of the Building, being repaired or replaced, or the grounds of the Property being modified by Lessor.
- c) Except as expressly provided in subparagraph (b) above, Lessor shall make no repair, addition, alteration or attachment to the Property or the Solar Site that interferes with the normal operation and maintenance of the Site Equipment or creates a safety hazard. Lessor shall not, and shall not permit others to, obstruct, impair or block the exposure of the Site Equipment's photovoltaic panels to sunlight for any period of time that could materially affect the Site Equipment's production of electrical energy. Without limiting the generality of the foregoing, Lessor shall not construct or authorize others to construct any structure on the Property that could materially and adversely affect insolation levels, authorize the growth of foliage on the Property that could materially and adversely affect insolation levels, or emit or authorize the emission of suspended particulate matter, smoke, fog or steam or other air-bourne impediments to insolation.
- d) Lessor shall promptly notify Lessee of any matter it is aware of pertaining to any damage to or loss of the use of the Site Equipment or that could reasonably be expected to adversely affect the Site Equipment.
- e) Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Site Equipment or any interest therein. If the Lessor breaches its obligations under this section, it shall immediately notify Lessee in writing and shall promptly cause such lien to be discharged and released of record without cost to Lessee.
- f) Lessor will provide sufficient space at the Property for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation, servicing, removal or replacement of the Site Equipment.

6. LESSEE CONDUCT. Lessee shall conduct its business and control its agents, employees, contractors, invitees and visitors in such manner as not to create any nuisance, or interfere in any material respect with, annoy or disturb any other tenant of the Property or Lessor in its operation of the Property (including the Solar Site).

7. ASSIGNMENT.

- a) Lessee shall have the right to freely transfer and assign any or all of its rights and obligations hereunder and, upon a transfer of all of Lessee's rights and obligations hereunder, no further liability or obligation shall thereafter accrue against Lessee hereunder, so long as the transferee or assignee agrees to assume this Agreement in writing. In addition, Lessee shall have the right to grant licenses or subleases with respect to the Solar Site and Lessee's rights hereunder for the Permitted Use only without the consent of Lessor, provided that all such licenses and subleases shall be subject to the terms and conditions of this Agreement.
- b) Lessor shall have the right to freely transfer and assign all of its rights and obligations hereunder to any successor owner or transferee of the Property and no further liability or obligation shall thereafter accrue against Lessor hereunder. Upon any sale or conveyance of the Property, the transferee or assignee shall assume and be bound by the terms and conditions of this Agreement.

8. INSPECTION. Lessee shall permit Lessor and/or their agents or representatives at all hours to have access to the Site Equipment to (a) inspect the Site Equipment, (b) make technical measurements or tests related to the Site Equipment, and (c) assure compliance with the terms and provisions of this Agreement and all Laws.

9. MAINTENANCE OF SITE EQUIPMENT. Lessee shall have the obligation to maintain the Site Equipment in good working order, reasonable wear and tear excepted, in accordance with the terms of the Solar Agreement.

10. REMOVAL OF SITE EQUIPMENT. Occupant shall have the obligation to remove the Site Equipment in accordance with the terms of the Solar Agreement and shall repair all damage to the Solar Site caused in connection therewith. If Occupant is unwilling or unable to perform its obligations hereunder or thereunder, such removal of the Site Equipment and repair of the Solar Site shall be assumed and become the obligation of Lessor.

11. CASUALTY; CONDEMNATION. If all or any portion of the Solar Site shall be taken or condemned for any public purpose, or damaged or destroyed by any casualty, to such an extent as to make Lessee (in Lessee's sole opinion) unable to utilize the Site Equipment, then Lessee may terminate this Agreement by written notice to Lessor. All proceeds from any taking or condemnation of the Solar Site, or insurance proceeds payable as a result of damage or destruction of the Solar Site, shall belong to and be paid to Lessor. Lessee shall have all rights to the Site Equipment and personal property and all insurance proceeds relating thereto, and such rights and interests shall not be included in

any taking or condemnation award or insurance recovery to Lessor. Upon any termination of this Agreement as a result of such condemnation or damage or destruction, Lessor shall pay for the cost of removal of the Site Equipment from the Solar Site and for its transportation to and installation at another site selected by Lessee within the continental United States.

12. DEFAULTS; REMEDIES. Both Lessor and Lessee have entered into this Agreement upon the condition that each party shall punctually and faithfully perform all of its covenants, conditions and agreements contained herein. Each of the following events shall be deemed to be an event of default by the respective party named hereunder (each of which an “Event of Default”):

a) Lessor Default.

- (i) Failure of Lessor to observe or perform any covenant, term or condition set forth in this Agreement if the failure is not cured within thirty (30) days after written notice of such failure is delivered to Lessor; or
- (ii) Lessor shall generally not pay its debts as they become due, shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Lessor or its creditors shall commence any case, proceeding or other action seeking to have an order for relief entered on Lessor’s behalf as debtor or to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (A) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (B) shall remain undismissed for a period of thirty (30) days; or Lessor shall take any corporate action to authorize any of the actions set forth above in this subsection (ii).

b) Lessee’s Remedies. Upon the occurrence of any such Event of Default, Lessee shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (i) If the Event of Default pertains to work to be performed by Lessor, perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessor, without waiving such Event of Default; or
- (ii) Terminate this Agreement by written notice to Lessor.

c) Lessee Default. Lessee fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

d) Lessor’s Remedies. Upon the occurrence of any such Event of Default, Lessor shall use reasonable efforts to mitigate its damages and losses arising from any such default and Lessor may pursue any and all remedies available to it at law or in equity. In addition, if the Event of Default pertains to work to be performed by Lessee, then Lessor may (but shall have no obligation to) perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessee, without waiving such Event of Default.

e) Forbearance by either party to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

13. NOTICE. Any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “notice”) in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing, except as otherwise specifically provided in this Agreement, and effectively shall be given if (a) deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (b) delivered in person to such party by a nationally recognized overnight courier, or (c) personally delivered. For purposes of notice, the addresses of the parties, until changed by written notice as provided herein, shall be as follows:

If to Lessee, to:
Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attention: Lawrence Clark

If to Lessor, to:
El Dorado Hills County Water District
1050 Wilson Blvd.
El Dorado Hills, CA 95762
Attention: Fire Chief

The parties hereto shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by providing at least fifteen (15) days prior written notice of such change to the other party.

14. PARTIAL INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction,

the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 15. ATTORNEYS' FEES.** The prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expenses, including expert witness fees reasonably incurred in connection with the institution of any action or proceeding in court to enforce any provision hereof or to recover damages from any breach of any provision of this Agreement, or for a declaration of either party's rights or obligations hereunder or for any other judicial remedy, at law or in equity.
- 16. NON-WAIVER.** Any party's failure to insist upon strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.
- 17. NONDISTURBANCE PROTECTION.** Lessor agrees that if, as of the Commencement Date, this Agreement is subordinate to the lien of any mortgage, deed of trust, other encumbrance and/or other document covering and/or relating to the Property such as a ground lease (in each case, a "Prior Lien"), Lessor shall, within twenty (20) days after the date of this Agreement, obtain from the lienor, encumbrancer or other holder or beneficiary of any such document (in each case, the "Lienor"), a Subordination Non-disturbance and Attornment Agreement in form and substance acceptable to Lessee, and which shall, at a minimum, provide that in the event of sale, foreclosure or other action taken by Lienor, so long as Lessee shall not be in default under this Agreement beyond the expiration of any grace, notice and cure periods: (a) this Agreement shall remain in full force and effect and not be terminated; (b) Lienor shall not disturb, interfere with and/or terminate, nor seek to do the same, with respect to this Agreement, the Site Equipment, Lessee's leasehold estate, nor Lessee's right to the use and possession of the Property as and to the extent set forth in this Agreement; and (c) neither Lessee, nor any person or entity claiming by, through or under Lessee, shall be named or joined in any action or other proceeding to enforce the Prior Lien or to otherwise foreclose on the Property or to terminate Lessor's rights under any ground lease.
- 18. LESSEE FINANCING OF SITE EQUIPMENT.**

 - a) Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.
 - b) Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt. After the Site Equipment is placed in service, Lessee may consummate any refinancing of the Site Equipment debt in compliance with this section.
- 19. ESTOPPEL CERTIFICATE.** Each party shall, upon not less than thirty (30) days prior written request by the other party or such party's lender or financing entity, execute, acknowledge and deliver to the other party or to such party's lender in writing, in a commercially reasonable form, a factually accurate form of estoppel certificate which may be relied upon by any prospective lender or financing entity.

- 20. MECHANIC'S LIENS.** Lessee will not permit any mechanic's liens or other liens to be placed upon the Property in connection with any work done by or for the benefit of Lessee. If any such lien is attached to the Property by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause it to be canceled or discharged of record (or a bond posted for such purpose) within thirty (30) days after written notice by Lessor. If Lessee fails to cancel or discharge said lien or liens (or post a bond for such purpose) within said thirty (30) day period, by settling the claim which resulted in the lien or by bonding over or insuring over the lien in the manner prescribed by Laws, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, bond over or insure over the lien or otherwise discharge the lien. Any amount paid by Lessor for any of the aforesaid purposes, including reasonable attorney's fees, shall be paid by Lessee to Lessor on demand.
- 21. RECORDATION.** Lessee may record this Agreement, or any memorandum thereof, without prior written notice to Lessor, in the form attached hereto titled "Memorandum of Site Lease Agreement". Lessor shall execute and deliver such memorandum to Lessee for recordation, within ten (10) days after Lessee's request therefore. Without limiting the foregoing, Lessee shall have the right to execute and deliver any such memorandum for and on behalf of Lessor, as the Lessor's agent and attorney in fact, and for the purpose thereof, Lessor hereby appoints Lessee its agent and attorney in fact to execute and deliver and/or record any such memorandum. The foregoing power of attorney shall be deemed coupled with an interest and shall be irrevocable. Lessee shall, upon termination of this Lease, provide to Lessor a quitclaim deed or other recordable instrument sufficient to remove the Memorandum of Site Lease Agreement from title.
- 22. TIME OF THE ESSENCE.** Time is of the essence in all things pertaining to this Agreement. If any date of performance or exercise of a right ends on a Saturday, Sunday, or state holiday, such date shall be automatically extended to the next business day.
- 23. NO JOINT VENTURE.** Under no circumstances shall Lessor or Lessee be considered an agent or partner of the other.
- 24. AUTHORIZATION.** All persons signing this Agreement have been duly authorized to sign and have the requisite power and authority to execute this Agreement.
- 25. EFFECT OF REVOCATION, EXPIRATION, OR TERMINATION.** Neither party hereto shall have any further rights or obligations under this Agreement after the revocation, expiration, or termination of this Agreement, except the following rights and obligations shall survive the revocation, expiration, or termination of this Agreement indefinitely: (a) those rights and obligations accruing prior to such revocation, expiration, or termination, and (b) those rights and obligations under Sections 4, 10, 11, 14, 15, 16, 18, 23, and 26 of this Agreement, or otherwise expressly surviving such revocation, expiration, or termination.
- 26. MISCELLANEOUS.** This Agreement embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restriction between the parties hereto with regard thereto other than those specifically set forth herein. This Agreement shall not be amended or changed except by written instrument, signed by Lessor and Lessee. The benefits and obligations of this Agreement shall vest with Lessor and Lessee and their permitted successors and assigns, and no other party. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. All rights and remedies of Lessor and Lessee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Agreement and all of the terms thereof shall be construed according to the laws of the state in which the Property is located. Lessor and Lessee waive all rights to trial by jury in any litigation arising from this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

LESSEE: **TECHNOLOGY CREDIT CORPORATION**

LESSOR: **EI DORADO HILLS COUNTY WATER DISTRICT**

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

EXHIBIT A
DESCRIPTION OF EQUIPMENT

Description	Qty
Solar Photovoltaic System rated at 78.120 kW/DC:	
Canadian Solar, CS6X Series, 310 watt photovoltaic modules	252
SolarEdge, SE9KUS, 9 kW inverters	8
Pitch Racking, roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

EXHIBIT B
SOLAR SITE LOCATION

See attached drawing no. _____ dated _____ prepared by _____ comprising (____) pages.

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attn: Lawrence Clark

(Space Above for Recorder's Use Only)

MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE AGREEMENT (this "Memorandum") is made as of the 13th day of November 2015 (the "Commencement Date") by and between **El Dorado Hills County Water District**, a California county water district (the "Lessor") and **Technology Credit Corporation**, a California corporation (the "Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Site Lease Agreement dated as of the Commencement Date (the "Agreement"). Pursuant to the Agreement, Lessor granted to Lessee a lease and easements and related rights over, under and across the "Solar Site" located on that certain real property owned or leased by Lessor and located in El Dorado County, State of California, more particularly described on Exhibit A attached hereto (the "Property") for the purposes of installing, operating, repairing, maintaining, relocating and removing a solar photovoltaic system referred to in the Agreement as the "Site Equipment", and as more particularly described in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Defined Terms. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.
2. Term of Agreement. The term of the Agreement commenced on the Commencement Date hereof and terminates 20 years after the Commencement Date plus ninety (90) days after such date.
3. Lessee Financing of Site Equipment.
 - (a) Title to the Site Equipment. Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone

claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.

(b) Right and Responsibility to Finance. Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt.

(c) Right of Refinancing. After the Site Equipment is placed in service, Lessee may consummate refinancing of the Site Equipment debt in compliance with this section.

4. Interpretation. The purpose of this Memorandum is to give public notice of the existence of the Agreement. In the event, however, of any inconsistency between this Memorandum and the terms and conditions of the Agreement, the Agreement shall prevail.
5. Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum by their duly authorized representatives, as of the day and year first written above.

LESSEE:

TECHNOLOGY CREDIT CORPORATION,
a California corporation

By: _____

Name: _____

Title: _____

LESSOR:

**EL DORADO HILLS COUNTY WATER
DISTRICT,**
a California county water district

By: _____

Name: _____

Title: _____

[ACKNOWLEDGMENTS ON NEXT PAGE]

EXHIBIT A

Legal Description of Solar Site

**POWER PURCHASE AGREEMENT
NO. 1317**

Dated as of November 13, 2015

By and between

EL DORADO HILLS COUNTY WATER DISTRICT

and

TECHNOLOGY CREDIT CORPORATION

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT NO. 1317 (the "Agreement"), dated as of November 13, 2015 (the "Effective Date"), is by and between **El Dorado Hills County Water District** (hereinafter referred to as "Customer") and **Technology Credit Corporation** (hereinafter referred to as "Power Supplier") (each a "Party" and collectively the "Parties") as follows:

RECITALS

WHEREAS, Customer has entered into an agreement in the form attached as Exhibit A (the "Installation Contract") with **Vista Solar, Inc.** (the "System Provider") whereby the System Provider will design, engineer, configure, provide, install and construct, and Power Supplier will purchase, an electrical grid-connected photovoltaic, solar power system with a total generating capacity rated at **28.520 kW/DC** (referred to as the "System", as described in Exhibit B), at Customer's location at **El Dorado Hills Fire Department, Station 86, 3670 Bass Lake Road, El Dorado Hills, California 95762** (the "Site");

WHEREAS, Power Supplier desires to sell, and Customer desires to purchase, all electrical energy (the "Solar Energy") generated by the System at the Site;

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

1. Purchase and Sale of Solar Energy. Customer engages Power Supplier to provide Solar Energy to Customer at the Site, and Power Supplier agrees to provide Solar Energy to Customer at the Site, all in accordance with the terms and conditions set forth herein.
2. Construction, Installation and Testing of System. With respect to the Site on which a System is to be installed:
 - 2.1 Installation. Customer will cause the System to be designed, engineered, installed and constructed in accordance with the terms of the Installation Contract. Power Supplier shall have the right to review and approve, such approval not to be unreasonably withheld or delayed, the Installation Contract, all construction plans, including engineering evaluations, the System power output ratings and all warranties and approvals required related to the System. Customer shall, pursuant to the Installation Contract, cause System Provider to procure all materials as required for the installation of the System. All warranties provided by System Provider under the Installation Contract and all manufacturer's warranties shall be for Power Supplier's benefit during the Term, and will otherwise be transferred to Customer if and when the System is purchased by Customer from Power Supplier under the terms of this Agreement.
 - 2.2 Utility and Other Approvals. Customer shall cause System Provider to have the primary responsibility for preparing applications and obtaining all permits, licenses and approvals required for the installation, operation and maintenance of the System. Customer shall not make any material changes to its electrical system at the Site after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the Utility's approval of such interconnection. If the electric utility for the Site (the "Utility") requires upgrades or additional equipment in addition to the System set forth in the Installation Contract, Power Supplier may, at Power Supplier's option, terminate this Agreement with respect to the Site immediately subsequent to notification from the Utility. So long as Power Supplier has not made payments of any kind to System Provider related to the System ("Progress Payments"), or such Progress Payments have been repaid to Power Supplier together with any applicable interest amounts under the Installation Contract or this Agreement, the Parties shall not be obligated to go forward with installation of the System at the Site if the applicable utility approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. If additional System upgrades or additional equipment are provided to meet local utility or interconnection requirements, Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4 for increased costs caused by changes in any constitutional provision, law, regulation, ordinance, or other requirement of a governmental authority, including any taxing authority ("Applicable Law").
 - 2.3 Access to Site. Customer hereby grants to Power Supplier for the Term, including any Extension Periods as defined in Section 7.1 plus reasonable time for System removal, a non-exclusive easement to the portions of the Site as reasonably required by Power Supplier to maintain and operate the System during the Term, which easement shall include ingress and egress rights to the Site for Power Supplier and its employees, sub-contractors or affiliates and access to electrical panels and conduits to interconnect the System with the Site electrical wiring. This easement is in addition to Power Supplier's rights as lessee under the Site Lease Agreement between Power Supplier and Customer or the owner of the Site. Customer

shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and System and for the parking of vehicles reasonably necessary for maintenance, operation and monitoring or removal of the System.

2.4 Solar Energy Delivery. The date on which the delivery of Solar Energy to the Site commences (the “Operational Commencement Date”) shall be the date on which all of the following shall have occurred: (a) Customer has obtained all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System and they are in full force and effect; (b) the System has achieved "Commercial Operation" under the Installation Contract; (c) Customer has entered into an interconnection agreement with the Utility; (d) Customer has executed and delivered to Power Supplier a Certificate of Operational Commencement, substantially in the form provided in Exhibit C; and (e) Power Supplier has received good title to the System. Customer agrees to deliver a Certificate of Operational Commencement no later than three (3) business days after receiving notice from System Provider that the System has achieved commercial operation as understood under the Installation Contract. If the Operational Commencement Date does not occur by September 30, 2016, Power Supplier may terminate this Agreement and require Customer to repay to Power Supplier any Progress Payments paid by Power Supplier, together with any applicable interest amounts, as calculated under the Installation Contract or this Agreement.

2.5 Insurance.

2.5.1 Effective as of the Operational Commencement Date, Customer shall obtain and continuously maintain through the end of the Term of this Agreement (and any renewal or extension thereof), at its own expense, commercial general liability insurance and all-risk property and casualty insurance, insuring against loss or damage to the System, including, without limitation, loss by fire (with extended coverage), theft and such other risks of loss as are customarily insured against with respect to systems comparable to the System and by the types of businesses in which the System will be used. Such insurance shall be in such minimum amounts, with such deductibles, in such form and with such insurers satisfactory to Power Supplier. Notwithstanding the foregoing, the amount of the minimum insurance coverage for loss or damage to the System shall not be less than the applicable Termination Value in Exhibit D (if any) under this Agreement, from time to time. Each such insurance policy shall name Customer as an insured, shall name Power Supplier as an additional insured and loss payee, and shall name the building lessor under the Site Lease Agreement as an additional insured. Each policy shall contain a clause requiring the insurer to provide Power Supplier notice, delivered in accordance with the policy provisions, if any of the above described policies is canceled before the expiration date thereof. Customer shall furnish to Power Supplier a copy of the additional insured endorsements, certificates of insurance or other evidence satisfactory to Power Supplier, stating that such insurance coverage is in effect; provided, however, that Power Supplier shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Customer in the event such insurance coverage fails to comply with the requirements set forth above. Customer shall give Power Supplier prompt notice (not to exceed ten (10) days) of (1) any damage to, theft or loss of, any of the System, or any part thereof, or (2) any personal injury or property damage resulting from the use of any of the System. Customer shall be compensated for providing adequate insurance coverage as described in this section in an amount set out in Exhibit D (“Insurance Credit”) which the Parties acknowledge adequately compensates Customer. Furthermore, Customer shall compensate Power Supplier for any shortfall in insurance proceeds, net of deductibles, resulting from the System being underinsured or uninsured at the time of damage or loss.

2.5.2 Customer shall bear the risk of loss and damage to the System due to Customer’s negligence or willful misconduct, or for any damage to System caused by Customer staff, patrons, or property-related causes, and for any repair work required to place the System in good repair, condition and working order due to Customer’s negligence, willful misconduct or cause.

2.6 Title to System. Customer hereby assigns to Power Supplier all of its right, title and interest in and to the Installation Contract. It is expressly agreed that Customer shall at all times remain liable to System Provider under the Installation Contract to perform all duties and obligations as that of purchaser or owner thereunder, except for the obligation to purchase the System to the extent expressly assumed by Power Supplier hereunder, and that Power Supplier shall be entitled to the same rights as the Customer under the Installation Contract. Power Supplier shall have no liability for System Provider’s failure to meet the terms and conditions of the Installation Contract. At the time that the work constructing the System is substantially complete under the terms of the Installation Contract (and prior to the Operational Commencement Date), System Provider shall deliver to Power Supplier a bill of sale in a form and substance acceptable to Power Supplier transferring right, title and interest to the System to Power Supplier. Power Supplier or Power Supplier’s assigns shall at all times retain title to and be the legal and beneficial owner of the System, including the right to any federal or state

renewable energy production tax credits (or refundable tax credit thereof, as applicable), investment tax credits, any applicable rebates under state law, tax depreciation and any other beneficial interests of ownership available under federal, state, or local law (collectively, the "Tax Incentives"), and the System shall remain the personal property of Power Supplier or Power Supplier's assigns, and shall not attach to or be deemed a part of or fixture of the Site.

3. Operations and Maintenance of System.

3.1 Operations and Maintenance Work. Power Supplier shall be responsible for the operation, monitoring and maintenance the System during the Term, including the monitoring and maintenance of metering for the System determining the quantity of electricity produced by the System.

3.2 Phone/Data Line. Customer shall properly maintain and pay for a communications line necessary to permit Power Supplier to record the electrical output of the System for the entire Term.

3.3 Malfunctions and Emergencies.

3.3.1 Each Party shall notify the other Party within twenty-four (24) hours following its discovery of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of Solar Energy. Power Supplier and Customer shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Power Supplier's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Power Supplier and Customer each shall notify the other Party immediately upon the discovery of an emergency condition in the System.

3.3.2 Power Supplier shall cause the commencement of repairs to the malfunctioning System and restore the supply of Solar Energy as soon as reasonably possible after notice or upon its own discovery of any of the conditions specified in Section 3.3.1 during normal business hours and, subject to Section 2.3, take steps to mobilize personnel to commence repairs after notice or discovery of a condition requiring repair or other corrective action.

3.4 Metering.

3.4.1 Maintenance and Testing. The Installation Contract shall provide for the installation of a utility grade kilowatt-hour ("kWh") meter (the "Meter") for the measurement of Solar Energy provided to Customer. Upon Customer's written request, Power Supplier shall furnish a copy of all technical specifications and accuracy calibrations for the Meter, as well as all metering data and energy production calculations. Power Supplier shall test the Meter in compliance with manufacturer's recommendations. Once per calendar year, Customer shall have the right to audit all Meter data upon reasonable notice, and any such audit shall be at Customer's sole cost. Customer shall have a right of access to the Meter at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations.

3.4.2 Adjustments. If testing of the Meter pursuant to Section 3.4.1 indicates that the Meter is in error by more than two percent (2%), then Power Supplier shall promptly repair or replace the Meter. Power Supplier shall make a corresponding adjustment to the records of the amount of Solar Energy based on such test results for (a) the actual period of time when such error caused inaccurate Meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if such period cannot be so determined, then a period equal to one half (1/2) of the period beginning on the later of (i) the date of the last previous test confirming accurate metering and (ii) the date the Meter was placed into service and ending on the current measurement date; provided, however, that such period shall in no case exceed two (2) years.

3.5 Outages. Customer shall be permitted four (4) four (4) hour outages per calendar year during the Term, provided that Customer shall have notified Power Supplier in writing of scheduled outage at least forty eight (48) hours in advance of its commencement (each, a "Scheduled Outage"), during which times Customer shall not be obligated to accept or pay for Solar Energy. If, due to any Customer action or inaction, the Scheduled Outages exceed the four (4) four (4) hour outages per calendar year, Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such excess Scheduled Outages or any unscheduled outage due to any Customer action or inaction, and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

- 3.6 System Removal for Facility Repairs. If Customer needs to remove the System to repair the roof or other facilities of the Site, then Customer must hire at its own expense contractors that are authorized by the manufacturers of the solar equipment so that the manufacturers' warranties are not voided. The System must be replaced immediately after the completion of the roof or facility repair by authorized contractors at Customer's expense.
- 3.7 Utility Compliance. Customer shall require the System Provider to ensure that all Solar Energy generated by the System conforms to applicable Utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Utility testing and verification, and all related costs.
4. Purchase of Solar Services.
- 4.1 Purchase Requirement. Customer agrees to purchase one hundred percent (100%) of the Solar Energy delivered by the System during the Term. While the Solar Energy is calculated and billed on the basis of kWh of Solar Energy, neither Party may claim that by this Agreement Power Supplier is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Power Supplier shall not claim to be providing electric utility services to Customer and shall not interfere with Customer's ability to select an electric utility except that, to the extent Customer has a choice in selecting an electric utility, electricity power supplier, or other power supplier, Customer shall not select an electric utility, electricity power supplier, or other power supplier that requires, as part of their conditions for service, removal or discontinued operation of the System or the sales hereunder, or causes any reduction in the Solar Energy delivered by the System.
- 4.2 Environmental Attributes; Tax Incentives. Customer's purchase of Solar Energy does not include any marketable environmental attributes or renewable energy credits generated during the Term, which shall be retained and marketed by Power Supplier. Such environmental attributes may include, but are not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, performance based incentive payments, or any other non-power attributes of System or similar Applicable Laws (collectively, "Environmental Attributes"). Power Supplier will have the benefit of any and all Tax Incentives, energy or carbon credit or deduction or the like with respect to the System, whether now or hereafter existing. If required, Customer agrees to cooperate with Power Supplier's reasonable requests for assistance in claiming all Environmental Attributes and Tax Incentives, including, without limitation, filing applications for rebates from the state where the System is located, the federal government or any local utility and assigning the proceeds of such rebates to Power Supplier. Customer agrees not to do or omit to do any act that could jeopardize Power Supplier's ability to claim Environmental Attributes or Tax Incentives. If Customer fails to act in good faith in completing documentation or taking actions reasonably requested by Power Supplier, and such failure results in a loss of any Environmental Attributes or Tax Incentives, Customer shall reimburse Power Supplier for the full amount of such lost Environmental Attributes or Tax Incentive on an after-tax basis. Additionally, if for any reason whatsoever, including, but not limited to, a change in Applicable Law enacted subsequent to the Effective Date of this Agreement which results in a change in the availability or amount of any Tax Incentives, Power Supplier experiences any reduction or loss of any Tax Incentive, then Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4.
5. Price and Payment.
- 5.1 Price. Customer shall pay Power Supplier for Solar Energy provided pursuant to the terms of this Agreement at the rates per kWh (the "kWh Rates") set forth in Exhibit D plus any additional amount required pursuant to Section 5.2.
- 5.2 Taxes. If any federal, state or local taxes are assessed against the sales of Solar Energy or Power Supplier, Customer shall either pay or reimburse Power Supplier for all such amounts due, including any taxes assessed thereon, as set forth in Section 5.3, except for any income taxes imposed on Power Supplier's net income. The kWh Rates set forth in Exhibit D do not contemplate any federal, state or local taxes assessed based on Power Supplier's ownership or control of the System and assessed subsequent to the Effective Date; therefore, any such taxes assessed thereon shall result in an adjustment to the Solar Energy price as described in Section 5.4 herein.
- 5.3 Billing and Payment. Billing and payment for the Solar Energy sold and purchased under this Agreement and any other amounts due and payable hereunder shall be as follows:
- 5.3.1 Payments. Power Supplier shall debit via automated clearing house direct debit ("ACH") to the Customer monthly based on one-twelfth of the annual expected Solar Energy payment ("Monthly Expected Solar Energy Payment") set forth on Exhibit D (the "Expected Solar Energy Payment"). The Monthly Expected Solar Energy

Payment is due monthly in arrears based upon the Operational Commencement Date and on the same date of each succeeding month of the Term. On an annual basis, after the completion of each 12 month period, Power Supplier shall provide Customer with a cumulative accounting of the actual Solar Energy produced from the Operational Commencement Date, compared to the amount billed based on the Expected Solar Energy Payment. On the fifth (5th) anniversary of the Operational Commencement Date and then on an annual basis thereafter (the "Measurement Date"), (a) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is less than that amount that would have been paid based upon the actual Solar Energy produced (the "Under Billed Amount") then Customer shall pay promptly such Under Billed Amount to the Power Supplier, or (b) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is more than that amount that would have been paid based upon the actual Solar Energy produced (the "Over Billed Amount") then Power Supplier shall provide energy to Customer at no charge for that period of time until all energy paid for by Customer has been supplied, such amounts to be reflected as a credit on monthly invoices. Nothing in this Section 5.3.1(b) shall relieve Customer of its obligation to pay all amounts due prior to the Measurement Date. Notwithstanding Section 7.2, any termination of this Agreement by Customer by payment of the Termination Value shall be additionally subject to any and all Under Billed Amounts or Over Billed Amounts as applicable.

5.3.2 Late Payments. All payments hereunder shall be made without set-off or deduction. Any payment not made within ten (10) days of the due date shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Power Supplier. Such interest shall accrue at a monthly rate equal to the lesser of 1.5% or the maximum interest permitted by Applicable Law.

5.4 Adjustments to Solar Energy Price. If there is any change in Applicable Law, or any adjustment in the availability or amount of Tax Incentives subsequent to the Effective Date of this Agreement that is applicable to (i) the operation of the System, (ii) the provision of the Solar Energy, (iii) any reduction or elimination of any Tax Incentives, or, (iv) Power Supplier's obligations hereunder, and such compliance results in a material increase in Power Supplier's costs to provide the Solar Energy, Power Supplier will promptly submit to the Customer a written notice setting forth (a) the citation of the applicable change in Applicable Law or adjustment of Tax Incentives, (b) the manner in which such change in Applicable Law or adjustment of Tax Incentives has changed or will materially increase Power Supplier's costs to provide the Solar Energy, including reasonable computations in connection therewith, and (c) Power Supplier's proposed adjustment to the kWh Rate for the System payable by Customer. Power Supplier's adjustment to the kWh Rate shall result in a new rate that reasonably compensates Power Supplier for the total cost increase related to the change in Applicable Law or the adjustment of Tax Incentives, which adjustment shall remain in effect for the remainder of the Term or until the Applicable Law or the adjustment of Tax Incentives that caused the increase in costs is altered, repealed, or made inapplicable to the System. The Parties further acknowledge that changes may occur in the utility billing procedures or rates, or the application or availability of credits, offsets, reductions, discounts or other benefits, other than those changes caused solely by any variation in the production of Solar Energy from the Estimated System Production set forth in Exhibit D, and that the kWh Rate shall be adjusted upward to the extent necessary to compensate Power Supplier for the total cost increase resulting from such changes. Notwithstanding Section 7.3, in the event of an adjustment to the kWh Rate under this Section 5.4, Customer may terminate this Agreement by payment of the Termination Value.

5.5 Condemnation. If the System or the Site is acquired or condemned by any authority (including Customer, if it has condemnation power under applicable state law) in whole or in part or is sold by Power Supplier in lieu of such condemnation, then this Agreement shall terminate at Power Supplier's election as of the date on which the condemning authority takes title or such earlier date as reasonably necessary or desirable in Power Supplier's reasonable discretion. If Customer receives any compensation for condemnation of System and/or Site, Customer shall pay to Power Supplier a pro rata share of these proceeds based on the fair market value of the System as it bears a relationship to the total fair market value proceeds received for the condemned Site inclusive of the System. The fair market value of System is determined, for this purpose, to be the relevant Termination Value as described in Exhibit D. If condemnation of Site or System is due to any action or inaction of Customer then Customer shall pay to Power Supplier all amounts due under the Agreement and the relevant Termination Value as described in Exhibit D.

6. Covenants of Customer. As a material inducement to Power Supplier's execution of this Agreement, Customer covenants and agrees as follows:

6.1 Health and Safety. Customer shall at all times maintain the areas of the Site consistent with all Applicable Laws pertaining to the health and safety of persons and property.

- 6.2 Security. Customer shall provide and take reasonable measures for security of the System, including commercially reasonable monitoring of the Site's alarms.
- 6.3 Notice of Damage. Customer shall promptly notify Power Supplier of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.
- 6.4 Liens. Customer shall not directly or indirectly cause, create, incur, assume or suffer to exist of any Liens on or with respect to the System or any interest therein. Customer also shall pay promptly before a fine or penalty may attach to the System any taxes, charges, or fees of whatever type of any relevant governmental authority for which Customer is responsible under Section 5.2. If Customer breaches its obligations under this Section 6.4, it shall immediately notify Power Supplier in writing, shall promptly cause such Lien to be discharged and release of record without cost to Power Supplier, and shall indemnify Power Supplier against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien. "Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.
- 6.5 Non Disturbance Agreements. Customer shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Site, Customer shall provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Power Supplier, stating that ownership of the System remains with the Power Supplier and further acknowledging that the System is personal property of Power Supplier and agreeing not to disturb the rights of the Power Supplier in (i) the System, (ii) the Site Lease Agreement and (iii) under this Agreement. If Customer is the fee owner of the Site, Customer consents to the filing of a disclaimer of the System as a fixture of the Site at the appropriate recording office. If Customer is not the fee owner, Customer will obtain such consent from such owner of the Site. Such acknowledgement and consents, or acceptable notices thereof, shall be recorded, at Customer's expense, at the appropriate recording office.
- 6.6 Maintenance of Interconnection. After the System is installed, Customer shall ensure that all of the facilities to which Solar Energy is delivered hereunder remain interconnected to the electrical grid during the Term, except as permitted under Section 3.5.
- 6.7 Premises Shutdown; Interconnection Deactivated. In the event the Site is closed as a result of an event that is caused by or related to any action or inaction of Customer not permitted under this Agreement, Customer shall continue to pay Power Supplier for all payments due but unpaid under Section 5.3.1 of this Agreement. If an interconnection with the Utility becomes deactivated for reasons that are caused by or related to any action or inaction of Customer not permitted under this Agreement such that the System is no longer able to produce Solar Energy, or if Customer has the System removed to perform roof repairs or other facility repairs at the Site, Customer will pay Power Supplier an amount equal to the sum of (a) payment that Customer would have made to Power Supplier hereunder following such closure; and (b) revenues from Environmental Attributes that Power Supplier would have received with respect to Solar Energy that would have been produced by the System following such closure. If a shutdown pursuant to this Section 6.7 continues for 180 days or longer, Power Supplier may terminate this Agreement and require Customer to pay all amounts due but unpaid under this Agreement and the relevant Termination Value as of the date of termination.
- 6.8 Insolation. Customer understands that unobstructed access to sunlight ("Insolation") is essential to Power Supplier's performance of delivering Solar Energy to Customer and a material term of this Agreement. Customer shall not in any way cause or permit any interference with the System's Insolation ("Interference"). If Customer becomes aware of any activity or condition that causes such Interference to diminish the Insolation of the System, Customer shall notify Power Supplier immediately and shall cooperate with Power Supplier in preserving the System's existing Insolation levels as they existed on the date of original installation, including, but not limited to, taking action against related or unrelated third parties that have planned or commenced construction projects that would obstruct, impair or block the exposure of the System to sunlight for any period of time that could materially affect the System's production of electrical energy. If Insolation Interference is a result of any Customer action or inaction, then Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such Interference and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

7. Term and Termination.

- 7.1 Term. The Term shall commence on the Operational Commencement Date, as stated on the Certificate of Operational Commencement, and shall continue for a period of years, as stated on Exhibit D, until the expiration date (the "Expiration Date") plus any Term extensions (the "Term"); provided, however, that, unless Customer gives Power Supplier written

notice at least sixty (60) days but no more than three hundred sixty (360) days prior to the then current Expiration Date to terminate this Agreement as of such Expiration Date (the “Expiration Date Termination Notice”), the Term shall be extended for an additional two (2) year period beyond the then current Expiration Date at the rate set forth in Exhibit D (the “Extension Period”). Customer shall indicate in the Expiration Date Termination Notice whether it elects to purchase the System upon the expiration of the Term.

- 7.2 Termination Value for Customer’s Default. If this Agreement is terminated prior to the Expiration Date due to a Customer Default (as defined in Section 8.1), Customer shall be required to pay to Power Supplier all amounts then due under this Agreement (including, but not limited to, any unpaid Under Billed Amount as of the date immediately preceding the event of the Customer Default) and the then-applicable Termination Value as of the date immediately preceding the event of the Customer Default, as stated on Exhibit D, as liquidated damages. The Parties agree that actual damages to Power Supplier if this Agreement is terminated due to a Customer Default would be difficult to ascertain, and the applicable Termination Value is a reasonable approximation of the damages suffered by Power Supplier as a result of such termination.
- 7.3 Early Termination. Customer may not terminate this Agreement before the end of the first five (5) years from the date of Operational Commencement Date. Thereafter, on the fifth anniversary and the tenth anniversary of Operational Commencement Date, Customer may terminate this Agreement for its convenience upon ninety (90) days’ written notice and shall pay Power Supplier the related Termination Value and this Agreement shall terminate. Any sale of the Site (if Customer is the Owner of the Site) or any termination of Customer’s lease of the Site (if Customer leases the Site) shall constitute an early termination of this Agreement by Customer. If the Customer vacates the Site, the Customer may assign this Agreement to the buyer or new lessee of the Site; provided such person is acceptable to Power Supplier. If the buyer or new lessee of the Site is not acceptable to Power Supplier, then Customer must purchase the System from Power Supplier for the Termination Value.
- 7.4 Removal or Purchase of the System. If all amounts due under this Agreement have been paid in full and the Term expires in accordance with Section 7.1, and Customer does not elect, in the Expiration Date Termination Notice, to purchase the System upon such expiration, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date at Power Supplier’s expense. Otherwise, if (i) there is a Customer Default or (ii) the Customer terminates this Agreement pursuant to Section 7.3 and the Agreement is not assigned to a buyer or new lessee of the Site approved by Power Supplier, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date, at Customer’s expense. Provided Customer is not in default of any of its obligations under this Agreement, if all amounts due under this Agreement have been paid in full and Customer elects to purchase the System upon expiration of the Term, then Customer shall pay to Power Supplier on the Expiration Date the fair market value (the “Fair Market Value”) of the System, not to be less than fifteen percent (15%) of the Installation Contract Price as stated on Exhibit D (the “Customer Purchase Option”). The Fair Market Value of the System shall be the value determined by the mutual agreement of Customer and Power Supplier within ten (10) days after receipt by Power Supplier of Customer’s notice of its election to purchase the System. In the event that Power Supplier and Customer are unable to agree upon the Fair Market Value for the System, such value will be determined by an independent appraiser to be selected by Customer. Customer shall be responsible for all applicable taxes on the purchase of System. Upon exercise of the System purchase and payment of the Customer Purchase Option, Power Supplier shall execute and deliver to Customer such documents as Customer may reasonably request in order to vest in Customer all right, title and interest in the System.

8. Defaults.

- 8.1 Customer Default. The occurrence at any time of any of the following events shall constitute a “Customer Default”:
- 8.1.1 Failure to Pay. Customer’s failure to pay any amounts owing to Power Supplier when such amounts are due and payable under the terms of this Agreement and Customer’s failure to cure within ten (10) business days after Customer received written notice of such failure from Power Supplier;
- 8.1.2 Failure to Perform or Observe Obligations. Customer’s failure to perform or observe any material obligation or covenant to be performed or observed and does not cure such failure within fifteen (15) days of receiving written notice of such failure; or
- 8.1.3 Insolvency. Customer (i) has an order for relief entered against it under the federal Bankruptcy Code, (ii) makes an assignment for the benefit of creditors, (iii) applies for or seeks the appointment a receiver, liquidator, assignee, trustee or other similar official for it or of any substantial part of its property or any such official is appointed, other than upon Customer’s request, and such unrequested appointment continues for thirty (30) days, (iv)

institutes proceedings seeking an order for relief under the federal Bankruptcy Code or seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or any of its debts under other applicable federal or state law relating to creditor rights and remedies, or any such proceeding is filed against it, other than upon Customer's request, and such unrequested proceeding continues undismissed or unstayed for thirty (30) days, or (v) takes corporate action in furtherance of any of the foregoing actions.

8.2 Power Supplier Default. Power Supplier's failure to secure all right, title and interest to the System required to deliver Solar Energy to the Customer, so long as the Customer is not in default under this Agreement, shall constitute a "Power Supplier Default". Power Supplier is under no obligation to provide a specified level of Solar Energy to the Customer but is required, so long as no Customer Default exists, to provide all available production of the Solar Energy to the Customer for purchase by the Customer under this Agreement. However, if such failure by Power Supplier to secure all right, title and interest to the System by its nature can be cured, then Power Supplier shall have a period of thirty (30) business days after receipt of written notice from Customer of such failure to cure it and a Power Supplier Default shall not be deemed to exist during such period; provided that if Power Supplier commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one hundred twenty (120) additional days.

9. Remedies upon Default.

9.1 Power Supplier's Remedies upon Customer Default. Notwithstanding Section 7.2, at any time after the occurrence of a Customer Default, Power Supplier may exercise one or more of the following remedies, at Customer's full expense (including, without limitation, reasonable attorneys' fees and expert witness fees incurred in connection therewith): (a) Power Supplier may terminate this Agreement; (b) Power Supplier may recover from Customer all amounts then due under this Agreement (including, without limitation, any detriment that Power Supplier or its assigns incurs due to the recapture of any Tax Incentives including all or part of an investment tax credit under Section 48 of the Code or depreciation deductions) and recover, with or without canceling this Agreement, the Termination Value as of the date immediately preceding the event of Customer Default date as liquidated damages; (c) Power Supplier may take possession of the System, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession, and any such taking of possession shall not constitute a termination of this Agreement; and (d) Power Supplier may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance or an injunction.

9.2 Customer's Remedies upon Power Supplier Default. If an uncured Power Supplier Default exists pursuant to Section 8.2, then Customer may terminate this Agreement and, upon sixty (60) days written notice from Customer to Power Supplier, Power Supplier shall promptly remove the System from the Site and restore the Site to its previous condition, normal wear and tear excepted, at Power Supplier's sole cost and expense and all obligations of Customer under this Agreement shall cease.

9.3 No Consequential Damages. Nothing in this Agreement is intended to cause either Party to be, and neither Party shall be, liable to the other Party for any lost business, lost profits or revenues from others or special or consequential damages, all claims for which are hereby irrevocably waived by Customer and Power Supplier. Notwithstanding the foregoing, none of the payments for Solar Energy or any other amount specified as payable by Customer to Power Supplier under the terms of this Agreement upon termination of this Agreement shall be deemed consequential, nor shall any of the Tax Benefits lost or recaptured upon termination of this Agreement be deemed consequential.

10. Indemnification.

10.1 Indemnification by Customer. Customer shall fully indemnify, hold harmless and defend Power Supplier, its assigns, contractors, subcontractors, directors, officers, employees, agents and invitees from and against all costs, claims and expenses incurred by Power Supplier in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person arising out of (a) the use, condition, operation, ownership, selection, delivery or return of System, regardless of when, how and by whom operated, or any failure on the part of Customer or its agents or employees or others under Customer's control to perform or comply with any of its obligations under this Agreement, excluding, however, any of the foregoing which result from the gross negligence or willful misconduct of Power Supplier or (b) a Customer Default; provided, however, that nothing in this Section 10.1 is intended to modify the limitation of Customer's liability set forth above.

- 10.2 Survival of Provisions. The provisions of this Section 10 shall survive the expiration or termination of this Agreement. Nothing contained in this Agreement shall authorize Customer to operate the System so as to incur or impose any liability on, or obligation for or on behalf of, Power Supplier.
11. Waiver of Claims. Power Supplier shall not be liable for any damage to the Site or personal property located thereon that results from perils that would be insured against in a so called “all-risk property damage” insurance policy, beyond any deductible, unless such damage is caused by Power Supplier’s gross negligence or willful misconduct.
12. Miscellaneous Provisions.
- 12.1 Notices. All notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person or (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested (c) sent by reputable overnight express courier addressed in each case to the addresses set forth below, or to any other address either of the parties to this Agreement shall designate in a written notice to the other Party:

If to Power Supplier: Technology Credit Corporation
 919 The Alameda
 San Jose, CA 95126
 Attn: Lawrence Clark

If to Customer: El Dorado Hills County Water District
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762
 Attn: Fire Chief

All notices sent pursuant to the terms of this Section 12.1 shall be deemed received (i) if personally delivered, on the date of delivery, (ii) if sent by reputable overnight, express courier, on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, on the earlier of the third (3rd) Business Day following the day sent or when actually received.

12.2 Authority.

12.2.1 Power Supplier Representations. Power Supplier hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Power Supplier is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate action;
- (c) This Agreement is a legal, valid and binding obligation of Power Supplier enforceable against Power Supplier in accordance with its terms; and
- (d) Neither the execution and delivery of this Agreement by Power Supplier nor compliance by Power Supplier with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Power Supplier or any contractual obligation of Power Supplier or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Power Supplier.

12.2.2 Customer Representations. Customer hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Customer is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
 - (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary actions;
 - (c) This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms;
 - (d) No governmental approval (other than any governmental approvals that have been previously obtained or Customer has reason to believe that it will be unable to obtain in due course) is required in connection with the due authorization, execution and delivery of this Agreement by Customer or the performance by Customer of its obligations hereunder;
 - (e) Neither the execution and delivery of this Agreement by Customer nor compliance by Customer with any of the terms and provisions of this Agreement (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Customer, or any contractual obligation of Customer, or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Customer;
 - (f) Customer has not entered and will not enter into any contracts or agreements with any other person or entity for the supply of Solar Energy at or to the Site during the Term of this Agreement;
13. Entire Agreement. This Agreement (including all exhibits attached hereto) represents the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written agreements.
14. Amendments to Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of Power Supplier and Customer.
15. Assignment. Customer may not assign this Agreement or any of its rights or interests hereunder, or delegate any of its duties hereunder, to any other party without Power Supplier's written consent, given in its sole discretion. Power Supplier may assign this Agreement and/or the System, without Customer's consent. Customer hereby acknowledges that all references to Power Supplier's rights hereunder or under any Installation Contract shall be deemed to include all of Power Supplier's permitted assigns even if not expressly stated as such.
16. Waivers; Approvals. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Power Supplier Default or any Customer Default, as applicable, shall not constitute a waiver of any rights by such Party, and, subject to the notice requirements of the Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Power Supplier Default or Customer Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approval required under this Agreement must be in writing, signed by the Party whose approval is being sought.
17. Partial Invalidity. If any provision of this Agreement is deemed to be invalid by reason of the operation of applicable law, Power Supplier and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Agreement (and if Power Supplier and Customer cannot agree, then such provisions shall be severed from this Agreement) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.
18. No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Power Supplier to dedicate its property to public use or subject itself to regulation as a "public utility" (as defined in the California Public Utilities Code or any other applicable law).
19. Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986.

20. Parties. If there is more than one Customer named in this Agreement, the liability of each shall be joint and several.
21. Execution in Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the choice of laws provisions, of the State of California, without giving effect to conflicts of law principles. Power Supplier and Customer hereby submit to the non-exclusive jurisdiction of any State or Federal court located in San Jose, California for all legal proceedings arising directly or indirectly from this Agreement, and each irrevocably waives any objection to any such proceeding based on venue or inconvenient forum. The Parties agree to waive their right to jury trial and to submit all disputes of fact or of law relating to or arising out of this Agreement to a trial pursuant to an Order of Reference under California Code of Civil Procedure section 638 et seq. The Parties intend this general reference agreement to be specifically enforceable in accordance with CCP section 638 et seq.
23. Attorney's Fees. If any action shall be instituted between Power Supplier and Customer in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its reasonable costs and expenses incurred in connection with such action by arbitration or other legal proceeding, including reasonable attorney's fees and expert witness fees.

In concurrence and witness whereof, this Agreement has been executed by the Parties effective on the Effective Date hereof.

POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
 (Print)

NAME: _____
 (Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

FORM OF INSTALLATION CONTRACT

See attached: Solar Installation Agreement, dated _____, by and between System Provider and Customer

EXHIBIT B

SYSTEM EQUIPMENT LIST

System Equipment Location:

El Dorado Hills Fire Department
Station 86
3670 Bass Lake Road
El Dorado Hills, CA 95762

Description	Qty
Solar Photovoltaic System rated at 28.520 kW/DC:	
Canadian Solar, CS6X Series, 310 watt photovoltaic modules	92
SolarEdge, SE11400A-US, 11.4 kW inverters	2
Pitch Racking, roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

TOTAL COST \$100,049.00

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1317, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Location of System: 3670 Bass Lake Road, El Dorado Hills, CA 95762

Size of System: 28.520 kW/DC

Operational Commencement Date: _____

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

EXHIBIT D

PRICING SCHEDULE

Pursuant to Section 5.1, the kWh Rates paid during the Term are as follows:

Installation Contract Price:	\$100,049.00
First Year Rate:	\$0.2350 per kWh
Annual Cost of Energy Escalator:	1.9% per annum
Assumed System Degradation:	0.5% per annum
Insurance Credit:	\$0.0100 per kWh

Year	Annual Increase	Rate per kWh*	Estimated System Production (kWh per Year)	Expected Monthly Solar Energy Payment
1	1.9%	\$0.2250	45,091	\$845.00
2	1.9%	\$0.2293	44,866	\$857.00
3	1.9%	\$0.2336	44,642	\$869.00
4	1.9%	\$0.2381	44,419	\$881.00
5	1.9%	\$0.2426	44,197	\$893.00
6	1.9%	\$0.2472	43,976	\$906.00
7	1.9%	\$0.2519	43,756	\$919.00
8	1.9%	\$0.2567	43,537	\$931.00
9	1.9%	\$0.2616	43,319	\$944.00
10	1.9%	\$0.2665	43,102	\$957.00
11	1.9%	\$0.2716	42,886	\$971.00
12	1.9%	\$0.2768	42,672	\$984.00
13	1.9%	\$0.2820	42,459	\$998.00
14	1.9%	\$0.2874	42,247	\$1,012.00
15	1.9%	\$0.2928	42,036	\$1,026.00

* Rate per kWh is net of Insurance Credit

Tax Incentives:	Remain with Power Supplier
Tax Owner:	Power Supplier
Initial Term:	15 years
Extension Period (each):	2 years
Extension Period Rate*:	Year 16 Rate per kWh \$0.2928 Year 17 Rate per kWh \$0.2928

Early Termination

If Customer decides to terminate the Agreement for any reason prior to the Expiration Date of the Agreement plus any Term extensions, Power Supplier will charge Customer the Termination Value. The Termination Value is exclusive of any sales, use and/or excise taxes and shall be the sum of:

- (1) Any amounts due under the Agreements of the date of termination; and
- (2) The Termination Value, per the schedule that follows.

TERMINATION VALUE SCHEDULE

<u>Payment Number</u>	<u>Termination Value (\$)</u>						
1	105,051	46	66,134	91	43,688	136	29,031
2	104,187	47	65,269	92	43,355	137	28,719
3	103,322	48	64,404	93	43,021	138	28,407
4	102,457	49	63,540	94	42,688	139	28,096
5	101,592	50	62,675	95	42,354	140	27,784
6	100,727	51	61,810	96	42,021	141	27,472
7	99,862	52	60,945	97	41,687	142	27,161
8	98,998	53	60,080	98	41,354	143	26,849
9	98,133	54	59,215	99	41,020	144	26,538
10	97,268	55	58,351	100	40,687	145	26,226
11	96,403	56	57,486	101	40,353	146	25,914
12	95,538	57	56,621	102	40,020	147	25,603
13	94,673	58	55,756	103	39,686	148	25,291
14	93,809	59	54,891	104	39,353	149	24,979
15	92,944	60	54,026	105	39,019	150	24,668
16	92,079	61	53,693	106	38,686	151	24,356
17	91,214	62	53,359	107	38,352	152	24,045
18	90,349	63	53,026	108	38,019	153	23,733
19	89,485	64	52,692	109	37,685	154	23,421
20	88,620	65	52,359	110	37,352	155	23,110
21	87,755	66	52,025	111	37,018	156	22,798
22	86,890	67	51,692	112	36,685	157	22,486
23	86,025	68	51,358	113	36,351	158	22,175
24	85,160	69	51,025	114	36,018	159	21,863
25	84,296	70	50,691	115	35,684	160	21,552
26	83,431	71	50,358	116	35,351	161	21,240
27	82,566	72	50,024	117	35,017	162	20,928
28	81,701	73	49,691	118	34,684	163	20,617
29	80,836	74	49,358	119	34,350	164	20,305
30	79,971	75	49,024	120	34,017	165	19,993
31	79,107	76	48,691	121	33,705	166	19,682
32	78,242	77	48,357	122	33,393	167	19,370
33	77,377	78	48,024	123	33,082	168	19,059
34	76,512	79	47,690	124	32,770	169	18,747
35	75,647	80	47,357	125	32,459	170	18,435
36	74,782	81	47,023	126	32,147	171	18,124
37	73,918	82	46,690	127	31,835	172	17,812
38	73,053	83	46,356	128	31,524	173	17,500
39	72,188	84	46,023	129	31,212	174	17,189
40	71,323	85	45,689	130	30,900	175	16,877
41	70,458	86	45,356	131	30,589	176	16,565
42	69,593	87	45,022	132	30,277	177	16,254
43	68,729	88	44,689	133	29,965	178	15,942
44	67,864	89	44,355	134	29,654	179	15,631
45	66,999	90	44,022	135	29,342	180	15,319
						181	15,007

EXHIBIT E

ACH AUTHORIZATION

This ACH Authorization is to the POWER PURCHASE AGREEMENT NO. 1317, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier") and is pursuant to Section 5.3.1 of the Agreement.

Customer hereby authorizes Power Supplier, its assignee, and its bank to initiate monthly ACH debit entries to the financial institution account indicated below (the "Account"), for all amounts due under the Agreement including the Monthly Expected Solar Energy Payment and all applicable sales and/or use taxes (the "Monthly Payment"). Customer further authorizes the financial institution named below to debit such entries in the Account for the Monthly Payment. This ACH Authorization, with respect to the Agreement, shall remain in full force and effect until Power Supplier, or its assignee, has received all amounts due or to become due under the Agreement. In the event that such Account is no longer active and available for ACH debit entries by Power Supplier, Customer will promptly provide substitute Direct Debit / Payment Information to Power Supplier.

DIRECT DEBIT/PAYMENT INFORMATION:

Bank Name: _____

Bank Address: _____

Bank Routing # (9 digits): _____

Account #: _____

Exact Account Name: _____

Account Type (circle one): C - Checking S - Savings

CUSTOMER CONTACT INFORMATION:

Billing Contact Name: _____

Phone #: _____ **E-mail:** _____

Unless otherwise defined herein, capitalized terms used herein have the same meanings as set forth in the Agreement. The person executing this ACH Authorization on behalf of Customer hereby certifies that he or she has read and is duly authorized to execute this ACH Authorization.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT F

INSURANCE AUTHORIZATION

This Insurance Authorization relates to the POWER PURCHASE AGREEMENT NO. 1317, (the “Agreement”), by and between **El Dorado Hills County Water District** (“Customer”) and **Technology Credit Corporation** (“Power Supplier”).

Pursuant to Section 2.5.1 of the above referenced Agreement, Customer’s insurance carrier/representative is directed to accommodate the Power Supplier and its assignees and is directed to bind the following coverage:

1. Power Supplier, and from time to time Power Supplier’s assignees as specified by Power Supplier, are to be named as “Additional Insured and Loss Payee” under the policies issued to Customer. The following statement shall appear, “Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.”
2. Evidence of insurance in the form of binder(s) is acceptable until formal certificates can be issued. Mail or deliver binder(s) to Power Supplier at 919 The Alameda, San Jose, California 95126.
3. Property and Casualty Insurance
 - “All Risk” loss or physical damage insurance.
 - Reference to **Power Purchase Agreement No. 1317** and a description of the covered system equipment should be included (as per attached list).
 - Limits: The Termination Value of the system equipment listed on the attached Exhibit D, from time to time.
 - Endorsement naming the Power Supplier and its assignees as Loss Payees.
4. Public Liability Insurance
 - Comprehensive commercial general liability insurance.
 - Limits: Bodily injury; \$1,000,000 per occurrence. Property damage; \$1,000,000 per occurrence. Combined Single limit \$2,000,000. Products and/or completed operations, and blanket contractual liability to be included.
 - Endorsement naming the Power Supplier and its assignees as Additional Insured.
5. All premiums and other costs associated with the above insurance coverage shall be paid by Customer.
6. System Equipment Location and Description: Listed on the attached Exhibit B.

Agent Name: _____ E-Mail: _____

Insurance Company: _____

Address: _____

Office Phone: _____ Fax No.: _____

Customer hereby instructs the Agent and/or the Insurance Company listed above to immediately comply with the instructions and requirements set forth above including immediate submission of binder(s) and subsequent delivery of additional insured endorsements and certificates to the aforementioned Power Supplier.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT G

PROGRESS PAYMENT AGREEMENT

This Progress Payment Agreement and its supplements are to the POWER PURCHASE AGREEMENT NO. 1317, (the "Agreement") by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier"). Capitalized terms used, and not otherwise defined, herein shall have the meanings ascribed thereto in the Agreement.

1. SYSTEM: This Progress Payment Agreement relates to the System to be purchased by Power Supplier as described under the Agreement as listed on Exhibit B thereto (such System is related to and will be subject to the Agreement which Term has not yet commenced (the "Pending Agreement").

2. TERMS AND CONDITIONS:

(a) Subject to the terms and conditions set forth herein, on or before September 30, 2016 (the "Commitment Termination Date"), at the request of Customer, Power Supplier shall fund the purchase of System by making payments toward the purchase price of such System as designated by Customer as specified in one or more draw requests provided by Customer to Power Supplier from time to time (the "Progress Payments"). The aggregate amount of Progress Payments paid by Power Supplier hereunder shall not exceed a total of Ninety Thousand Forty-four Dollars and Zero Cents (**\$90,044.00**) (the "Commitment").

(b) Customer shall request that Power Supplier make a Progress Payment by delivering a notice, in the form of attached Schedule B, (a "Funding Request") to Power Supplier which such notice shall (i) identify the amount of such Progress Payment, which, together with all other Progress Payments previously made by Power Supplier, shall not exceed the Commitment, (ii) identify the date on which such Progress Payment is to be made, which date shall be a Business Day (a "Business Day(s)" shall mean any Monday through Friday, excluding all US national holidays) not earlier than five (5) Business Days after the date of such Funding Request is received by Power Supplier and not later than the Commitment Termination Date and (iii) attach an invoice from the Supplier of the System in an amount equal to the requested amount of the Progress Payment. Delivery of such Funding Request shall constitute an acknowledgement by Customer that such invoice is approved and accepted by Customer.

(c) The obligation of Power Supplier to make Progress Payments shall be subject to satisfaction (or waiver by Power Supplier) of each of the following conditions, prior to the date on which such Progress Payment is to be made: (i) Power Supplier shall have received each of the following documents, in form and substance satisfactory to Power Supplier: (a) the Pending Agreement duly executed by Customer together with all attachments and exhibits thereto; (b) a Funding Request duly executed by Customer; (c) the Installation Contract between the System Provider and Customer duly executed by both parties; (d) System Provider invoice(s) in the amount of the Progress Payment, and (e) any other document reasonably requested by Power Supplier; and (ii) Each of Customer's representations set forth in the Pending Agreement shall continue to be true and correct as of the date the Progress Payment is to be made.

3. FINAL SYSTEM SCHEDULE; TERMINATION:

(a) Power Supplier and Customer intend to commence the Pending Agreement, which will expressly supersede and replace this Progress Payment Agreement. The Pending Agreement shall be effective on the Operational Commencement Date as set out in the terms of the Pending Agreement and Power Supplier shall have received any other documents reasonably requested by Power Supplier in connection therewith.

(b) The obligation of Power Supplier to make Progress Payments shall terminate on the earlier to occur of (i) the Operational Commencement Date of the Pending Agreement or (ii) the Commitment Termination Date (such date, the "Termination Date").

4. PAYMENTS:

(a) As used herein, “Interest Rate” shall mean the 9.90 percent per annum. Interest shall be computed on the basis of a year of 360 days for the actual number of days elapsed and shall accrue on the outstanding amount hereunder from and including the date each Progress Payment is made to but excluding the date the entire principal amount hereunder is paid in full (the “Interest Amount”).

(b) On the Termination Date, Customer shall pay to Power Supplier an amount equal to the aggregate amount of all Progress Payments made by Power Supplier hereunder together with the Interest Amount due and payable pursuant to Section 4(a) hereof; *provided, however*, that if the Operational Commencement Date of the Pending Agreement occurs on or before the Termination Date, all amounts which Customer is obligated to pay pursuant to this Section 4(b) shall be considered paid in full by Customer and no further obligations under this Progress Payment Agreement shall exist.

(c) If (i) an Event of Default under the Pending Agreement has occurred and is continuing, or (ii) for any reason whatsoever System Provider fails to deliver to Customer the photovoltaic system described in the Installation Contract in accordance with the terms thereof, or (iii) Customer fails to accept the System, or (iv) Progress Payments shall exceed the maximum amount provided in Section 2(a), then, in any such event, Customer shall immediately, upon demand, pay Power Supplier an amount equal to the sum of (A) the total amount of all Progress Payments paid by Power Supplier for the System, plus (B) the Interest Amount accrued to date. Upon Power Supplier’s receipt of such aggregate payment, Power Supplier will transfer all its right, title and interest in and to the System to Customer on an “as-is, where-is” basis without representation or warranty.

5. INSURANCE: Customer shall maintain the insurance required pursuant to Section 2.5 of the Pending Agreement as of the first date upon which a Progress Payment is to be made under Section 2(b) hereof. For purposes of this Progress Payment Agreement, the Termination Value for the System at any time shall be an amount equal to 105% of the amount of the Progress Payments made to date.

6. ADDITIONAL PROVISIONS:

(a) The System location shall be as specified on the Pending Agreement.

(b) To the extent the System, or any portion thereof, is delivered to Customer, Power Supplier shall be considered to be the owner of such System, or portion thereof, and title to such System, or portion thereof, shall vest in Power Supplier without further action by Power Supplier or Customer.

Except as expressly modified hereby, all terms and provisions of the Pending Agreement shall remain in full force and effect. This Progress Payment Agreement is not binding or effective with respect to the Pending Agreement or System until executed on behalf of Power Supplier and Customer by authorized representatives of Power Supplier and Customer, respectively. The person executing this hereunder on behalf of Power Supplier and on behalf of Customer hereby certifies that he or she has read, and is duly authorized to execute, this Progress Payment Agreement.

POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS PROGRESS PAYMENT AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS AND TO THE EXTENT, IF ANY, THAT THIS PROGRESS PAYMENT AGREEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS PROGRESS PAYMENT AGREEMENT MAY BE PERFECTED THROUGH THE TRANSFER OF POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE CHATTEL PAPER ORIGINAL ON THE SIGNATURE PAGE THEREOF. THIS IS THE CHATTEL PAPER ORIGINAL.

SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement") is made and entered into as of **November 13, 2015** (the "Commencement Date"), between **El Dorado Hills County Water District**, a California county water district ("Lessor"), and **Technology Credit Corporation**, a California corporation ("Lessee").

1. DEFINITIONS.

- a) "Building" means the building where the Site Equipment is or will be located on the Property.
- b) "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- c) "Property" means the land and improvements (including the Building) located at 3670 Bass Lake Road in the City of El Dorado Hills, County of El Dorado, State of California, and as identified as parcel number 119-100-07.
- d) "Site Equipment" means the solar photovoltaic systems described in **Exhibit A** attached hereto.
- e) "Solar Agreement" means the Power Purchase Agreement between Lessor, Lessor's affiliate, or Lessor's tenant (together, the "Occupant") and Lessee, pursuant to which Lessee sells energy generated by the Site Equipment to Occupant.
- f) "Solar Site" means the applicable portions of the Property (including, but not limited to the land, roof and interior equipment space of the Building occupied (or to be occupied) by Site Equipment) and as set out on **Exhibit B** if attached hereto. The Solar Site shall additionally include vertical and/or horizontal risers, conduits or cable used for the purpose of connecting the Site Equipment to the Property or installing data communications capability to the Property.

2. LEASE.

- a) Lessor leases to Lessee the Solar Site for (i) commissioning, servicing, accessing, removing, repairing and replacing the Site Equipment in accordance with this Agreement and Laws, and (ii) such other use as are determined by Lessee to be reasonably necessary to conduct any of the foregoing (collectively, (i) and (ii) are herein referred to as the "Permitted Use"). Lessee shall pay Lessor as consideration for lease of the Solar Site **\$1.00** on each anniversary of the Commencement Date through the Term (as defined below). At Lessee's discretion, Lessee may prepay such amounts to Lessor for all or any number of years during the Term.
- b) The lease of the Solar Site shall include rights of ingress and egress to the Solar Site on and across the Property and through the Building, including rights to use any access rights and easements appurtenant to the Property.
- c) The lease of the Solar Site shall also include an easement to Lessee to convert all of the solar resources above the Solar Site to electricity. The parties expressly intend that the easement granted herein shall be construed as a "solar easement" pursuant to the terms of California Civil Code Section 801.5.
- d) Lessee agrees not to use or permit the use of the Solar Site for any purpose which violates any Laws or is dangerous to life, limb or property.

3. TERM. The term of this Agreement (the "Term") shall commence on the Commencement Date and, unless sooner revoked, terminated or extended to a later date pursuant to the terms herein, shall continue until ninety (90) days after the twentieth (20th) anniversary of the Commencement Date; provided, however, that this Agreement shall terminate upon Lessor receiving title to the Solar Equipment upon exercising its purchase option under the Solar Agreement (either such date, the "Termination Date").

4. PAYMENTS. Lessee shall pay Lessor, if and when due, any incremental sales, use or other taxes or assessments (but excluding income taxes) if any which are assessed or due solely by reason of this Agreement or Lessee's use of the Solar Site hereunder.

5. LESSOR COVENANTS.

- a) Subject to any specific limitations in this Agreement, Lessor shall at all times during the Term use commercially reasonable efforts to maintain the Property, including the Solar Site, in good condition and repair so that the Occupant is able to receive and utilize the electricity delivered by Lessee from the Site Equipment and shall provide Lessee and its agents, employees, contractors, invitees and visitors continuous access to the Property and the Solar Site.

- b) All obligations of Lessor in this Agreement regarding maintenance of the Property shall be subject to the right of Lessor during periods of renovation of any part of the Property to issue a shutdown order to the Site Equipment. Lessor will use commercially reasonable efforts to remedy any interruption as soon as possible. Lessee will cooperate with Lessor, at Lessor's expense, in temporarily relocating the Site Equipment during those periods that the Property, including, but not limited to, the roof of the Building, being repaired or replaced, or the grounds of the Property being modified by Lessor.
- c) Except as expressly provided in subparagraph (b) above, Lessor shall make no repair, addition, alteration or attachment to the Property or the Solar Site that interferes with the normal operation and maintenance of the Site Equipment or creates a safety hazard. Lessor shall not, and shall not permit others to, obstruct, impair or block the exposure of the Site Equipment's photovoltaic panels to sunlight for any period of time that could materially affect the Site Equipment's production of electrical energy. Without limiting the generality of the foregoing, Lessor shall not construct or authorize others to construct any structure on the Property that could materially and adversely affect insolation levels, authorize the growth of foliage on the Property that could materially and adversely affect insolation levels, or emit or authorize the emission of suspended particulate matter, smoke, fog or steam or other air-bourne impediments to insolation.
- d) Lessor shall promptly notify Lessee of any matter it is aware of pertaining to any damage to or loss of the use of the Site Equipment or that could reasonably be expected to adversely affect the Site Equipment.
- e) Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Site Equipment or any interest therein. If the Lessor breaches its obligations under this section, it shall immediately notify Lessee in writing and shall promptly cause such lien to be discharged and released of record without cost to Lessee.
- f) Lessor will provide sufficient space at the Property for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation, servicing, removal or replacement of the Site Equipment.

6. LESSEE CONDUCT. Lessee shall conduct its business and control its agents, employees, contractors, invitees and visitors in such manner as not to create any nuisance, or interfere in any material respect with, annoy or disturb any other tenant of the Property or Lessor in its operation of the Property (including the Solar Site).

7. ASSIGNMENT.

- a) Lessee shall have the right to freely transfer and assign any or all of its rights and obligations hereunder and, upon a transfer of all of Lessee's rights and obligations hereunder, no further liability or obligation shall thereafter accrue against Lessee hereunder, so long as the transferee or assignee agrees to assume this Agreement in writing. In addition, Lessee shall have the right to grant licenses or subleases with respect to the Solar Site and Lessee's rights hereunder for the Permitted Use only without the consent of Lessor, provided that all such licenses and subleases shall be subject to the terms and conditions of this Agreement.
- b) Lessor shall have the right to freely transfer and assign all of its rights and obligations hereunder to any successor owner or transferee of the Property and no further liability or obligation shall thereafter accrue against Lessor hereunder. Upon any sale or conveyance of the Property, the transferee or assignee shall assume and be bound by the terms and conditions of this Agreement.

8. INSPECTION. Lessee shall permit Lessor and/or their agents or representatives at all hours to have access to the Site Equipment to (a) inspect the Site Equipment, (b) make technical measurements or tests related to the Site Equipment, and (c) assure compliance with the terms and provisions of this Agreement and all Laws.

9. MAINTENANCE OF SITE EQUIPMENT. Lessee shall have the obligation to maintain the Site Equipment in good working order, reasonable wear and tear excepted, in accordance with the terms of the Solar Agreement.

10. REMOVAL OF SITE EQUIPMENT. Occupant shall have the obligation to remove the Site Equipment in accordance with the terms of the Solar Agreement and shall repair all damage to the Solar Site caused in connection therewith. If Occupant is unwilling or unable to perform its obligations hereunder or thereunder, such removal of the Site Equipment and repair of the Solar Site shall be assumed and become the obligation of Lessor.

11. CASUALTY; CONDEMNATION. If all or any portion of the Solar Site shall be taken or condemned for any public purpose, or damaged or destroyed by any casualty, to such an extent as to make Lessee (in Lessee's sole opinion) unable to utilize the Site Equipment, then Lessee may terminate this Agreement by written notice to Lessor. All proceeds from any taking or condemnation of the Solar Site, or insurance proceeds payable as a result of damage or destruction of the Solar Site, shall belong to and be paid to Lessor. Lessee shall have all rights to the Site Equipment and personal property and all insurance proceeds relating thereto, and such rights and interests shall not be included in

any taking or condemnation award or insurance recovery to Lessor. Upon any termination of this Agreement as a result of such condemnation or damage or destruction, Lessor shall pay for the cost of removal of the Site Equipment from the Solar Site and for its transportation to and installation at another site selected by Lessee within the continental United States.

12. DEFAULTS; REMEDIES. Both Lessor and Lessee have entered into this Agreement upon the condition that each party shall punctually and faithfully perform all of its covenants, conditions and agreements contained herein. Each of the following events shall be deemed to be an event of default by the respective party named hereunder (each of which an “Event of Default”):

a) Lessor Default.

- (i) Failure of Lessor to observe or perform any covenant, term or condition set forth in this Agreement if the failure is not cured within thirty (30) days after written notice of such failure is delivered to Lessor; or
- (ii) Lessor shall generally not pay its debts as they become due, shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Lessor or its creditors shall commence any case, proceeding or other action seeking to have an order for relief entered on Lessor’s behalf as debtor or to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (A) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (B) shall remain undismissed for a period of thirty (30) days; or Lessor shall take any corporate action to authorize any of the actions set forth above in this subsection (ii).

b) Lessee’s Remedies. Upon the occurrence of any such Event of Default, Lessee shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (i) If the Event of Default pertains to work to be performed by Lessor, perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessor, without waiving such Event of Default; or
- (ii) Terminate this Agreement by written notice to Lessor.

c) Lessee Default. Lessee fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

d) Lessor’s Remedies. Upon the occurrence of any such Event of Default, Lessor shall use reasonable efforts to mitigate its damages and losses arising from any such default and Lessor may pursue any and all remedies available to it at law or in equity. In addition, if the Event of Default pertains to work to be performed by Lessee, then Lessor may (but shall have no obligation to) perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessee, without waiving such Event of Default.

e) Forbearance by either party to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

13. NOTICE. Any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “notice”) in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing, except as otherwise specifically provided in this Agreement, and effectively shall be given if (a) deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (b) delivered in person to such party by a nationally recognized overnight courier, or (c) personally delivered. For purposes of notice, the addresses of the parties, until changed by written notice as provided herein, shall be as follows:

If to Lessee, to:
Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attention: Lawrence Clark

If to Lessor, to:
El Dorado Hills County Water District
1050 Wilson Blvd.
El Dorado Hills, CA 95762
Attention: Fire Chief

The parties hereto shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by providing at least fifteen (15) days prior written notice of such change to the other party.

14. PARTIAL INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction,

the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 15. ATTORNEYS' FEES.** The prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expenses, including expert witness fees reasonably incurred in connection with the institution of any action or proceeding in court to enforce any provision hereof or to recover damages from any breach of any provision of this Agreement, or for a declaration of either party's rights or obligations hereunder or for any other judicial remedy, at law or in equity.
- 16. NON-WAIVER.** Any party's failure to insist upon strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.
- 17. NONDISTURBANCE PROTECTION.** Lessor agrees that if, as of the Commencement Date, this Agreement is subordinate to the lien of any mortgage, deed of trust, other encumbrance and/or other document covering and/or relating to the Property such as a ground lease (in each case, a "Prior Lien"), Lessor shall, within twenty (20) days after the date of this Agreement, obtain from the lienor, encumbrancer or other holder or beneficiary of any such document (in each case, the "Lienor"), a Subordination Non-disturbance and Attornment Agreement in form and substance acceptable to Lessee, and which shall, at a minimum, provide that in the event of sale, foreclosure or other action taken by Lienor, so long as Lessee shall not be in default under this Agreement beyond the expiration of any grace, notice and cure periods: (a) this Agreement shall remain in full force and effect and not be terminated; (b) Lienor shall not disturb, interfere with and/or terminate, nor seek to do the same, with respect to this Agreement, the Site Equipment, Lessee's leasehold estate, nor Lessee's right to the use and possession of the Property as and to the extent set forth in this Agreement; and (c) neither Lessee, nor any person or entity claiming by, through or under Lessee, shall be named or joined in any action or other proceeding to enforce the Prior Lien or to otherwise foreclose on the Property or to terminate Lessor's rights under any ground lease.
- 18. LESSEE FINANCING OF SITE EQUIPMENT.**
- a) Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.
- b) Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt. After the Site Equipment is placed in service, Lessee may consummate any refinancing of the Site Equipment debt in compliance with this section.
- 19. ESTOPPEL CERTIFICATE.** Each party shall, upon not less than thirty (30) days prior written request by the other party or such party's lender or financing entity, execute, acknowledge and deliver to the other party or to such party's lender in writing, in a commercially reasonable form, a factually accurate form of estoppel certificate which may be relied upon by any prospective lender or financing entity.

- 20. MECHANIC'S LIENS.** Lessee will not permit any mechanic's liens or other liens to be placed upon the Property in connection with any work done by or for the benefit of Lessee. If any such lien is attached to the Property by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause it to be canceled or discharged of record (or a bond posted for such purpose) within thirty (30) days after written notice by Lessor. If Lessee fails to cancel or discharge said lien or liens (or post a bond for such purpose) within said thirty (30) day period, by settling the claim which resulted in the lien or by bonding over or insuring over the lien in the manner prescribed by Laws, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, bond over or insure over the lien or otherwise discharge the lien. Any amount paid by Lessor for any of the aforesaid purposes, including reasonable attorney's fees, shall be paid by Lessee to Lessor on demand.
- 21. RECORDATION.** Lessee may record this Agreement, or any memorandum thereof, without prior written notice to Lessor, in the form attached hereto titled "Memorandum of Site Lease Agreement". Lessor shall execute and deliver such memorandum to Lessee for recordation, within ten (10) days after Lessee's request therefore. Without limiting the foregoing, Lessee shall have the right to execute and deliver any such memorandum for and on behalf of Lessor, as the Lessor's agent and attorney in fact, and for the purpose thereof, Lessor hereby appoints Lessee its agent and attorney in fact to execute and deliver and/or record any such memorandum. The foregoing power of attorney shall be deemed coupled with an interest and shall be irrevocable. Lessee shall, upon termination of this Lease, provide to Lessor a quitclaim deed or other recordable instrument sufficient to remove the Memorandum of Site Lease Agreement from title.
- 22. TIME OF THE ESSENCE.** Time is of the essence in all things pertaining to this Agreement. If any date of performance or exercise of a right ends on a Saturday, Sunday, or state holiday, such date shall be automatically extended to the next business day.
- 23. NO JOINT VENTURE.** Under no circumstances shall Lessor or Lessee be considered an agent or partner of the other.
- 24. AUTHORIZATION.** All persons signing this Agreement have been duly authorized to sign and have the requisite power and authority to execute this Agreement.
- 25. EFFECT OF REVOCATION, EXPIRATION, OR TERMINATION.** Neither party hereto shall have any further rights or obligations under this Agreement after the revocation, expiration, or termination of this Agreement, except the following rights and obligations shall survive the revocation, expiration, or termination of this Agreement indefinitely: (a) those rights and obligations accruing prior to such revocation, expiration, or termination, and (b) those rights and obligations under Sections 4, 10, 11, 14, 15, 16, 18, 23, and 26 of this Agreement, or otherwise expressly surviving such revocation, expiration, or termination.
- 26. MISCELLANEOUS.** This Agreement embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restriction between the parties hereto with regard thereto other than those specifically set forth herein. This Agreement shall not be amended or changed except by written instrument, signed by Lessor and Lessee. The benefits and obligations of this Agreement shall vest with Lessor and Lessee and their permitted successors and assigns, and no other party. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. All rights and remedies of Lessor and Lessee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Agreement and all of the terms thereof shall be construed according to the laws of the state in which the Property is located. Lessor and Lessee waive all rights to trial by jury in any litigation arising from this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

LESSEE: **TECHNOLOGY CREDIT CORPORATION**

LESSOR: **EI DORADO HILLS COUNTY WATER DISTRICT**

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

EXHIBIT A
DESCRIPTION OF EQUIPMENT

Description	Qty
Solar Photovoltaic System rated at 28.520 kW/DC:	
Canadian Solar, CS6X Series, 310 watt photovoltaic modules	92
SolarEdge, SE11400A-US, 11.4 kW inverters	2
Pitch Racking, roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

EXHIBIT B
SOLAR SITE LOCATION

See attached drawing no. _____ dated _____ prepared by _____ comprising (____) pages.

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attn: Lawrence Clark

(Space Above for Recorder's Use Only)

MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE AGREEMENT (this "Memorandum") is made as of the 13th day of November 2015 (the "Commencement Date") by and between **El Dorado Hills County Water District**, a California county water district (the "Lessor") and **Technology Credit Corporation**, a California corporation (the "Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Site Lease Agreement dated as of the Commencement Date (the "Agreement"). Pursuant to the Agreement, Lessor granted to Lessee a lease and easements and related rights over, under and across the "Solar Site" located on that certain real property owned or leased by Lessor and located in El Dorado County, State of California, more particularly described on Exhibit A attached hereto (the "Property") for the purposes of installing, operating, repairing, maintaining, relocating and removing a solar photovoltaic system referred to in the Agreement as the "Site Equipment", and as more particularly described in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Defined Terms. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.
2. Term of Agreement. The term of the Agreement commenced on the Commencement Date hereof and terminates 20 years after the Commencement Date plus ninety (90) days after such date.
3. Lessee Financing of Site Equipment.
 - (a) Title to the Site Equipment. Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone

claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.

(b) Right and Responsibility to Finance. Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt.

(c) Right of Refinancing. After the Site Equipment is placed in service, Lessee may consummate refinancing of the Site Equipment debt in compliance with this section.

4. Interpretation. The purpose of this Memorandum is to give public notice of the existence of the Agreement. In the event, however, of any inconsistency between this Memorandum and the terms and conditions of the Agreement, the Agreement shall prevail.
5. Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum by their duly authorized representatives, as of the day and year first written above.

LESSEE:

TECHNOLOGY CREDIT CORPORATION,
a California corporation

By: _____

Name: _____

Title: _____

LESSOR:

**EL DORADO HILLS COUNTY WATER
DISTRICT,**
a California county water district

By: _____

Name: _____

Title: _____

[ACKNOWLEDGMENTS ON NEXT PAGE]

EXHIBIT A

Legal Description of Solar Site

**POWER PURCHASE AGREEMENT
NO. 1318**

Dated as of November 13, 2015

By and between

EL DORADO HILLS COUNTY WATER DISTRICT

and

TECHNOLOGY CREDIT CORPORATION

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT NO. 1318 (the "Agreement"), dated as of November 13, 2015 (the "Effective Date"), is by and between **El Dorado Hills County Water District** (hereinafter referred to as "Customer") and **Technology Credit Corporation** (hereinafter referred to as "Power Supplier") (each a "Party" and collectively the "Parties") as follows:

RECITALS

WHEREAS, Customer has entered into an agreement in the form attached as Exhibit A (the "Installation Contract") with **Vista Solar, Inc.** (the "System Provider") whereby the System Provider will design, engineer, configure, provide, install and construct, and Power Supplier will purchase, an electrical grid-connected photovoltaic, solar power system with a total generating capacity rated at **41.230 kW/DC** (referred to as the "System", as described in Exhibit B), at Customer's location at **El Dorado Hills Fire Department, Station 87, 4680 Golden Foothill Parkway, El Dorado Hills, California 95762** (the "Site");

WHEREAS, Power Supplier desires to sell, and Customer desires to purchase, all electrical energy (the "Solar Energy") generated by the System at the Site;

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

1. Purchase and Sale of Solar Energy. Customer engages Power Supplier to provide Solar Energy to Customer at the Site, and Power Supplier agrees to provide Solar Energy to Customer at the Site, all in accordance with the terms and conditions set forth herein.
2. Construction, Installation and Testing of System. With respect to the Site on which a System is to be installed:
 - 2.1 Installation. Customer will cause the System to be designed, engineered, installed and constructed in accordance with the terms of the Installation Contract. Power Supplier shall have the right to review and approve, such approval not to be unreasonably withheld or delayed, the Installation Contract, all construction plans, including engineering evaluations, the System power output ratings and all warranties and approvals required related to the System. Customer shall, pursuant to the Installation Contract, cause System Provider to procure all materials as required for the installation of the System. All warranties provided by System Provider under the Installation Contract and all manufacturer's warranties shall be for Power Supplier's benefit during the Term, and will otherwise be transferred to Customer if and when the System is purchased by Customer from Power Supplier under the terms of this Agreement.
 - 2.2 Utility and Other Approvals. Customer shall cause System Provider to have the primary responsibility for preparing applications and obtaining all permits, licenses and approvals required for the installation, operation and maintenance of the System. Customer shall not make any material changes to its electrical system at the Site after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the Utility's approval of such interconnection. If the electric utility for the Site (the "Utility") requires upgrades or additional equipment in addition to the System set forth in the Installation Contract, Power Supplier may, at Power Supplier's option, terminate this Agreement with respect to the Site immediately subsequent to notification from the Utility. So long as Power Supplier has not made payments of any kind to System Provider related to the System ("Progress Payments"), or such Progress Payments have been repaid to Power Supplier together with any applicable interest amounts under the Installation Contract or this Agreement, the Parties shall not be obligated to go forward with installation of the System at the Site if the applicable utility approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. If additional System upgrades or additional equipment are provided to meet local utility or interconnection requirements, Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4 for increased costs caused by changes in any constitutional provision, law, regulation, ordinance, or other requirement of a governmental authority, including any taxing authority ("Applicable Law").
 - 2.3 Access to Site. Customer hereby grants to Power Supplier for the Term, including any Extension Periods as defined in Section 7.1 plus reasonable time for System removal, a non-exclusive easement to the portions of the Site as reasonably required by Power Supplier to maintain and operate the System during the Term, which easement shall include ingress and egress rights to the Site for Power Supplier and its employees, sub-contractors or affiliates and access to electrical panels and conduits to interconnect the System with the Site electrical wiring. This easement is in addition to Power Supplier's rights as lessee under the Site Lease Agreement between Power Supplier and Customer or the owner of the Site. Customer

shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and System and for the parking of vehicles reasonably necessary for maintenance, operation and monitoring or removal of the System.

2.4 Solar Energy Delivery. The date on which the delivery of Solar Energy to the Site commences (the “Operational Commencement Date”) shall be the date on which all of the following shall have occurred: (a) Customer has obtained all permits and licenses required to be obtained under Applicable Law in connection with the operation of the System and they are in full force and effect; (b) the System has achieved "Commercial Operation" under the Installation Contract; (c) Customer has entered into an interconnection agreement with the Utility; (d) Customer has executed and delivered to Power Supplier a Certificate of Operational Commencement, substantially in the form provided in Exhibit C; and (e) Power Supplier has received good title to the System. Customer agrees to deliver a Certificate of Operational Commencement no later than three (3) business days after receiving notice from System Provider that the System has achieved commercial operation as understood under the Installation Contract. If the Operational Commencement Date does not occur by September 30, 2016, Power Supplier may terminate this Agreement and require Customer to repay to Power Supplier any Progress Payments paid by Power Supplier, together with any applicable interest amounts, as calculated under the Installation Contract or this Agreement.

2.5 Insurance.

2.5.1 Effective as of the Operational Commencement Date, Customer shall obtain and continuously maintain through the end of the Term of this Agreement (and any renewal or extension thereof), at its own expense, commercial general liability insurance and all-risk property and casualty insurance, insuring against loss or damage to the System, including, without limitation, loss by fire (with extended coverage), theft and such other risks of loss as are customarily insured against with respect to systems comparable to the System and by the types of businesses in which the System will be used. Such insurance shall be in such minimum amounts, with such deductibles, in such form and with such insurers satisfactory to Power Supplier. Notwithstanding the foregoing, the amount of the minimum insurance coverage for loss or damage to the System shall not be less than the applicable Termination Value in Exhibit D (if any) under this Agreement, from time to time. Each such insurance policy shall name Customer as an insured, shall name Power Supplier as an additional insured and loss payee, and shall name the building lessor under the Site Lease Agreement as an additional insured. Each policy shall contain a clause requiring the insurer to provide Power Supplier notice, delivered in accordance with the policy provisions, if any of the above described policies is canceled before the expiration date thereof. Customer shall furnish to Power Supplier a copy of the additional insured endorsements, certificates of insurance or other evidence satisfactory to Power Supplier, stating that such insurance coverage is in effect; provided, however, that Power Supplier shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Customer in the event such insurance coverage fails to comply with the requirements set forth above. Customer shall give Power Supplier prompt notice (not to exceed ten (10) days) of (1) any damage to, theft or loss of, any of the System, or any part thereof, or (2) any personal injury or property damage resulting from the use of any of the System. Customer shall be compensated for providing adequate insurance coverage as described in this section in an amount set out in Exhibit D (“Insurance Credit”) which the Parties acknowledge adequately compensates Customer. Furthermore, Customer shall compensate Power Supplier for any shortfall in insurance proceeds, net of deductibles, resulting from the System being underinsured or uninsured at the time of damage or loss.

2.5.2 Customer shall bear the risk of loss and damage to the System due to Customer’s negligence or willful misconduct, or for any damage to System caused by Customer staff, patrons, or property-related causes, and for any repair work required to place the System in good repair, condition and working order due to Customer’s negligence, willful misconduct or cause.

2.6 Title to System. Customer hereby assigns to Power Supplier all of its right, title and interest in and to the Installation Contract. It is expressly agreed that Customer shall at all times remain liable to System Provider under the Installation Contract to perform all duties and obligations as that of purchaser or owner thereunder, except for the obligation to purchase the System to the extent expressly assumed by Power Supplier hereunder, and that Power Supplier shall be entitled to the same rights as the Customer under the Installation Contract. Power Supplier shall have no liability for System Provider’s failure to meet the terms and conditions of the Installation Contract. At the time that the work constructing the System is substantially complete under the terms of the Installation Contract (and prior to the Operational Commencement Date), System Provider shall deliver to Power Supplier a bill of sale in a form and substance acceptable to Power Supplier transferring right, title and interest to the System to Power Supplier. Power Supplier or Power Supplier’s assigns shall at all times retain title to and be the legal and beneficial owner of the System, including the right to any federal or state

renewable energy production tax credits (or refundable tax credit thereof, as applicable), investment tax credits, any applicable rebates under state law, tax depreciation and any other beneficial interests of ownership available under federal, state, or local law (collectively, the "Tax Incentives"), and the System shall remain the personal property of Power Supplier or Power Supplier's assigns, and shall not attach to or be deemed a part of or fixture of the Site.

3. Operations and Maintenance of System.

3.1 Operations and Maintenance Work. Power Supplier shall be responsible for the operation, monitoring and maintenance the System during the Term, including the monitoring and maintenance of metering for the System determining the quantity of electricity produced by the System.

3.2 Phone/Data Line. Customer shall properly maintain and pay for a communications line necessary to permit Power Supplier to record the electrical output of the System for the entire Term.

3.3 Malfunctions and Emergencies.

3.3.1 Each Party shall notify the other Party within twenty-four (24) hours following its discovery of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of Solar Energy. Power Supplier and Customer shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Power Supplier's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Power Supplier and Customer each shall notify the other Party immediately upon the discovery of an emergency condition in the System.

3.3.2 Power Supplier shall cause the commencement of repairs to the malfunctioning System and restore the supply of Solar Energy as soon as reasonably possible after notice or upon its own discovery of any of the conditions specified in Section 3.3.1 during normal business hours and, subject to Section 2.3, take steps to mobilize personnel to commence repairs after notice or discovery of a condition requiring repair or other corrective action.

3.4 Metering.

3.4.1 Maintenance and Testing. The Installation Contract shall provide for the installation of a utility grade kilowatt-hour ("kWh") meter (the "Meter") for the measurement of Solar Energy provided to Customer. Upon Customer's written request, Power Supplier shall furnish a copy of all technical specifications and accuracy calibrations for the Meter, as well as all metering data and energy production calculations. Power Supplier shall test the Meter in compliance with manufacturer's recommendations. Once per calendar year, Customer shall have the right to audit all Meter data upon reasonable notice, and any such audit shall be at Customer's sole cost. Customer shall have a right of access to the Meter at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations.

3.4.2 Adjustments. If testing of the Meter pursuant to Section 3.4.1 indicates that the Meter is in error by more than two percent (2%), then Power Supplier shall promptly repair or replace the Meter. Power Supplier shall make a corresponding adjustment to the records of the amount of Solar Energy based on such test results for (a) the actual period of time when such error caused inaccurate Meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if such period cannot be so determined, then a period equal to one half (1/2) of the period beginning on the later of (i) the date of the last previous test confirming accurate metering and (ii) the date the Meter was placed into service and ending on the current measurement date; provided, however, that such period shall in no case exceed two (2) years.

3.5 Outages. Customer shall be permitted four (4) four (4) hour outages per calendar year during the Term, provided that Customer shall have notified Power Supplier in writing of scheduled outage at least forty eight (48) hours in advance of its commencement (each, a "Scheduled Outage"), during which times Customer shall not be obligated to accept or pay for Solar Energy. If, due to any Customer action or inaction, the Scheduled Outages exceed the four (4) four (4) hour outages per calendar year, Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such excess Scheduled Outages or any unscheduled outage due to any Customer action or inaction, and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

- 3.6 System Removal for Facility Repairs. If Customer needs to remove the System to repair the roof or other facilities of the Site, then Customer must hire at its own expense contractors that are authorized by the manufacturers of the solar equipment so that the manufacturers' warranties are not voided. The System must be replaced immediately after the completion of the roof or facility repair by authorized contractors at Customer's expense.
- 3.7 Utility Compliance. Customer shall require the System Provider to ensure that all Solar Energy generated by the System conforms to applicable Utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Utility testing and verification, and all related costs.
4. Purchase of Solar Services.
- 4.1 Purchase Requirement. Customer agrees to purchase one hundred percent (100%) of the Solar Energy delivered by the System during the Term. While the Solar Energy is calculated and billed on the basis of kWh of Solar Energy, neither Party may claim that by this Agreement Power Supplier is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Power Supplier shall not claim to be providing electric utility services to Customer and shall not interfere with Customer's ability to select an electric utility except that, to the extent Customer has a choice in selecting an electric utility, electricity power supplier, or other power supplier, Customer shall not select an electric utility, electricity power supplier, or other power supplier that requires, as part of their conditions for service, removal or discontinued operation of the System or the sales hereunder, or causes any reduction in the Solar Energy delivered by the System.
- 4.2 Environmental Attributes; Tax Incentives. Customer's purchase of Solar Energy does not include any marketable environmental attributes or renewable energy credits generated during the Term, which shall be retained and marketed by Power Supplier. Such environmental attributes may include, but are not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, performance based incentive payments, or any other non-power attributes of System or similar Applicable Laws (collectively, "Environmental Attributes"). Power Supplier will have the benefit of any and all Tax Incentives, energy or carbon credit or deduction or the like with respect to the System, whether now or hereafter existing. If required, Customer agrees to cooperate with Power Supplier's reasonable requests for assistance in claiming all Environmental Attributes and Tax Incentives, including, without limitation, filing applications for rebates from the state where the System is located, the federal government or any local utility and assigning the proceeds of such rebates to Power Supplier. Customer agrees not to do or omit to do any act that could jeopardize Power Supplier's ability to claim Environmental Attributes or Tax Incentives. If Customer fails to act in good faith in completing documentation or taking actions reasonably requested by Power Supplier, and such failure results in a loss of any Environmental Attributes or Tax Incentives, Customer shall reimburse Power Supplier for the full amount of such lost Environmental Attributes or Tax Incentive on an after-tax basis. Additionally, if for any reason whatsoever, including, but not limited to, a change in Applicable Law enacted subsequent to the Effective Date of this Agreement which results in a change in the availability or amount of any Tax Incentives, Power Supplier experiences any reduction or loss of any Tax Incentive, then Power Supplier shall have the right to adjust the price of electricity provided under this Agreement in accordance with the same methodology set forth in Section 5.4.
5. Price and Payment.
- 5.1 Price. Customer shall pay Power Supplier for Solar Energy provided pursuant to the terms of this Agreement at the rates per kWh (the "kWh Rates") set forth in Exhibit D plus any additional amount required pursuant to Section 5.2.
- 5.2 Taxes. If any federal, state or local taxes are assessed against the sales of Solar Energy or Power Supplier, Customer shall either pay or reimburse Power Supplier for all such amounts due, including any taxes assessed thereon, as set forth in Section 5.3, except for any income taxes imposed on Power Supplier's net income. The kWh Rates set forth in Exhibit D do not contemplate any federal, state or local taxes assessed based on Power Supplier's ownership or control of the System and assessed subsequent to the Effective Date; therefore, any such taxes assessed thereon shall result in an adjustment to the Solar Energy price as described in Section 5.4 herein.
- 5.3 Billing and Payment. Billing and payment for the Solar Energy sold and purchased under this Agreement and any other amounts due and payable hereunder shall be as follows:
- 5.3.1 Payments. Power Supplier shall debit via automated clearing house direct debit ("ACH") to the Customer monthly based on one-twelfth of the annual expected Solar Energy payment ("Monthly Expected Solar Energy Payment") set forth on Exhibit D (the "Expected Solar Energy Payment"). The Monthly Expected Solar Energy

Payment is due monthly in arrears based upon the Operational Commencement Date and on the same date of each succeeding month of the Term. On an annual basis, after the completion of each 12 month period, Power Supplier shall provide Customer with a cumulative accounting of the actual Solar Energy produced from the Operational Commencement Date, compared to the amount billed based on the Expected Solar Energy Payment. On the fifth (5th) anniversary of the Operational Commencement Date and then on an annual basis thereafter (the "Measurement Date"), (a) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is less than that amount that would have been paid based upon the actual Solar Energy produced (the "Under Billed Amount") then Customer shall pay promptly such Under Billed Amount to the Power Supplier, or (b) if the total amount paid by Customer from the Operational Commencement Date to the Measurement Date is more than that amount that would have been paid based upon the actual Solar Energy produced (the "Over Billed Amount") then Power Supplier shall provide energy to Customer at no charge for that period of time until all energy paid for by Customer has been supplied, such amounts to be reflected as a credit on monthly invoices. Nothing in this Section 5.3.1(b) shall relieve Customer of its obligation to pay all amounts due prior to the Measurement Date. Notwithstanding Section 7.2, any termination of this Agreement by Customer by payment of the Termination Value shall be additionally subject to any and all Under Billed Amounts or Over Billed Amounts as applicable.

5.3.2 Late Payments. All payments hereunder shall be made without set-off or deduction. Any payment not made within ten (10) days of the due date shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Power Supplier. Such interest shall accrue at a monthly rate equal to the lesser of 1.5% or the maximum interest permitted by Applicable Law.

5.4 Adjustments to Solar Energy Price. If there is any change in Applicable Law, or any adjustment in the availability or amount of Tax Incentives subsequent to the Effective Date of this Agreement that is applicable to (i) the operation of the System, (ii) the provision of the Solar Energy, (iii) any reduction or elimination of any Tax Incentives, or, (iv) Power Supplier's obligations hereunder, and such compliance results in a material increase in Power Supplier's costs to provide the Solar Energy, Power Supplier will promptly submit to the Customer a written notice setting forth (a) the citation of the applicable change in Applicable Law or adjustment of Tax Incentives, (b) the manner in which such change in Applicable Law or adjustment of Tax Incentives has changed or will materially increase Power Supplier's costs to provide the Solar Energy, including reasonable computations in connection therewith, and (c) Power Supplier's proposed adjustment to the kWh Rate for the System payable by Customer. Power Supplier's adjustment to the kWh Rate shall result in a new rate that reasonably compensates Power Supplier for the total cost increase related to the change in Applicable Law or the adjustment of Tax Incentives, which adjustment shall remain in effect for the remainder of the Term or until the Applicable Law or the adjustment of Tax Incentives that caused the increase in costs is altered, repealed, or made inapplicable to the System. The Parties further acknowledge that changes may occur in the utility billing procedures or rates, or the application or availability of credits, offsets, reductions, discounts or other benefits, other than those changes caused solely by any variation in the production of Solar Energy from the Estimated System Production set forth in Exhibit D, and that the kWh Rate shall be adjusted upward to the extent necessary to compensate Power Supplier for the total cost increase resulting from such changes. Notwithstanding Section 7.3, in the event of an adjustment to the kWh Rate under this Section 5.4, Customer may terminate this Agreement by payment of the Termination Value.

5.5 Condemnation. If the System or the Site is acquired or condemned by any authority (including Customer, if it has condemnation power under applicable state law) in whole or in part or is sold by Power Supplier in lieu of such condemnation, then this Agreement shall terminate at Power Supplier's election as of the date on which the condemning authority takes title or such earlier date as reasonably necessary or desirable in Power Supplier's reasonable discretion. If Customer receives any compensation for condemnation of System and/or Site, Customer shall pay to Power Supplier a pro rata share of these proceeds based on the fair market value of the System as it bears a relationship to the total fair market value proceeds received for the condemned Site inclusive of the System. The fair market value of System is determined, for this purpose, to be the relevant Termination Value as described in Exhibit D. If condemnation of Site or System is due to any action or inaction of Customer then Customer shall pay to Power Supplier all amounts due under the Agreement and the relevant Termination Value as described in Exhibit D.

6. Covenants of Customer. As a material inducement to Power Supplier's execution of this Agreement, Customer covenants and agrees as follows:

6.1 Health and Safety. Customer shall at all times maintain the areas of the Site consistent with all Applicable Laws pertaining to the health and safety of persons and property.

- 6.2 Security. Customer shall provide and take reasonable measures for security of the System, including commercially reasonable monitoring of the Site's alarms.
- 6.3 Notice of Damage. Customer shall promptly notify Power Supplier of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.
- 6.4 Liens. Customer shall not directly or indirectly cause, create, incur, assume or suffer to exist of any Liens on or with respect to the System or any interest therein. Customer also shall pay promptly before a fine or penalty may attach to the System any taxes, charges, or fees of whatever type of any relevant governmental authority for which Customer is responsible under Section 5.2. If Customer breaches its obligations under this Section 6.4, it shall immediately notify Power Supplier in writing, shall promptly cause such Lien to be discharged and release of record without cost to Power Supplier, and shall indemnify Power Supplier against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien. "Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.
- 6.5 Non Disturbance Agreements. Customer shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Site, Customer shall provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Power Supplier, stating that ownership of the System remains with the Power Supplier and further acknowledging that the System is personal property of Power Supplier and agreeing not to disturb the rights of the Power Supplier in (i) the System, (ii) the Site Lease Agreement and (iii) under this Agreement. If Customer is the fee owner of the Site, Customer consents to the filing of a disclaimer of the System as a fixture of the Site at the appropriate recording office. If Customer is not the fee owner, Customer will obtain such consent from such owner of the Site. Such acknowledgement and consents, or acceptable notices thereof, shall be recorded, at Customer's expense, at the appropriate recording office.
- 6.6 Maintenance of Interconnection. After the System is installed, Customer shall ensure that all of the facilities to which Solar Energy is delivered hereunder remain interconnected to the electrical grid during the Term, except as permitted under Section 3.5.
- 6.7 Premises Shutdown; Interconnection Deactivated. In the event the Site is closed as a result of an event that is caused by or related to any action or inaction of Customer not permitted under this Agreement, Customer shall continue to pay Power Supplier for all payments due but unpaid under Section 5.3.1 of this Agreement. If an interconnection with the Utility becomes deactivated for reasons that are caused by or related to any action or inaction of Customer not permitted under this Agreement such that the System is no longer able to produce Solar Energy, or if Customer has the System removed to perform roof repairs or other facility repairs at the Site, Customer will pay Power Supplier an amount equal to the sum of (a) payment that Customer would have made to Power Supplier hereunder following such closure; and (b) revenues from Environmental Attributes that Power Supplier would have received with respect to Solar Energy that would have been produced by the System following such closure. If a shutdown pursuant to this Section 6.7 continues for 180 days or longer, Power Supplier may terminate this Agreement and require Customer to pay all amounts due but unpaid under this Agreement and the relevant Termination Value as of the date of termination.
- 6.8 Insolation. Customer understands that unobstructed access to sunlight ("Insolation") is essential to Power Supplier's performance of delivering Solar Energy to Customer and a material term of this Agreement. Customer shall not in any way cause or permit any interference with the System's Insolation ("Interference"). If Customer becomes aware of any activity or condition that causes such Interference to diminish the Insolation of the System, Customer shall notify Power Supplier immediately and shall cooperate with Power Supplier in preserving the System's existing Insolation levels as they existed on the date of original installation, including, but not limited to, taking action against related or unrelated third parties that have planned or commenced construction projects that would obstruct, impair or block the exposure of the System to sunlight for any period of time that could materially affect the System's production of electrical energy. If Insolation Interference is a result of any Customer action or inaction, then Power Supplier shall reasonably estimate the amount of Solar Energy that would have been delivered to Customer during each hour of such Interference and shall invoice Customer for such amount. Such estimate shall be binding on Customer, absent manifest error by Power Supplier.

7. Term and Termination.

- 7.1 Term. The Term shall commence on the Operational Commencement Date, as stated on the Certificate of Operational Commencement, and shall continue for a period of years, as stated on Exhibit D, until the expiration date (the "Expiration Date") plus any Term extensions (the "Term"); provided, however, that, unless Customer gives Power Supplier written

notice at least sixty (60) days but no more than three hundred sixty (360) days prior to the then current Expiration Date to terminate this Agreement as of such Expiration Date (the “Expiration Date Termination Notice”), the Term shall be extended for an additional two (2) year period beyond the then current Expiration Date at the rate set forth in Exhibit D (the “Extension Period”). Customer shall indicate in the Expiration Date Termination Notice whether it elects to purchase the System upon the expiration of the Term.

- 7.2 Termination Value for Customer’s Default. If this Agreement is terminated prior to the Expiration Date due to a Customer Default (as defined in Section 8.1), Customer shall be required to pay to Power Supplier all amounts then due under this Agreement (including, but not limited to, any unpaid Under Billed Amount as of the date immediately preceding the event of the Customer Default) and the then-applicable Termination Value as of the date immediately preceding the event of the Customer Default, as stated on Exhibit D, as liquidated damages. The Parties agree that actual damages to Power Supplier if this Agreement is terminated due to a Customer Default would be difficult to ascertain, and the applicable Termination Value is a reasonable approximation of the damages suffered by Power Supplier as a result of such termination.
- 7.3 Early Termination. Customer may not terminate this Agreement before the end of the first five (5) years from the date of Operational Commencement Date. Thereafter, on the fifth anniversary and the tenth anniversary of Operational Commencement Date, Customer may terminate this Agreement for its convenience upon ninety (90) days’ written notice and shall pay Power Supplier the related Termination Value and this Agreement shall terminate. Any sale of the Site (if Customer is the Owner of the Site) or any termination of Customer’s lease of the Site (if Customer leases the Site) shall constitute an early termination of this Agreement by Customer. If the Customer vacates the Site, the Customer may assign this Agreement to the buyer or new lessee of the Site; provided such person is acceptable to Power Supplier. If the buyer or new lessee of the Site is not acceptable to Power Supplier, then Customer must purchase the System from Power Supplier for the Termination Value.
- 7.4 Removal or Purchase of the System. If all amounts due under this Agreement have been paid in full and the Term expires in accordance with Section 7.1, and Customer does not elect, in the Expiration Date Termination Notice, to purchase the System upon such expiration, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date at Power Supplier’s expense. Otherwise, if (i) there is a Customer Default or (ii) the Customer terminates this Agreement pursuant to Section 7.3 and the Agreement is not assigned to a buyer or new lessee of the Site approved by Power Supplier, then Power Supplier shall have the right to cause the System to be removed from the Site within one hundred eighty (180) days of the Expiration Date, at Customer’s expense. Provided Customer is not in default of any of its obligations under this Agreement, if all amounts due under this Agreement have been paid in full and Customer elects to purchase the System upon expiration of the Term, then Customer shall pay to Power Supplier on the Expiration Date the fair market value (the “Fair Market Value”) of the System, not to be less than fifteen percent (15%) of the Installation Contract Price as stated on Exhibit D (the “Customer Purchase Option”). The Fair Market Value of the System shall be the value determined by the mutual agreement of Customer and Power Supplier within ten (10) days after receipt by Power Supplier of Customer’s notice of its election to purchase the System. In the event that Power Supplier and Customer are unable to agree upon the Fair Market Value for the System, such value will be determined by an independent appraiser to be selected by Customer. Customer shall be responsible for all applicable taxes on the purchase of System. Upon exercise of the System purchase and payment of the Customer Purchase Option, Power Supplier shall execute and deliver to Customer such documents as Customer may reasonably request in order to vest in Customer all right, title and interest in the System.

8. Defaults.

- 8.1 Customer Default. The occurrence at any time of any of the following events shall constitute a “Customer Default”:
- 8.1.1 Failure to Pay. Customer’s failure to pay any amounts owing to Power Supplier when such amounts are due and payable under the terms of this Agreement and Customer’s failure to cure within ten (10) business days after Customer received written notice of such failure from Power Supplier;
- 8.1.2 Failure to Perform or Observe Obligations. Customer’s failure to perform or observe any material obligation or covenant to be performed or observed and does not cure such failure within fifteen (15) days of receiving written notice of such failure; or
- 8.1.3 Insolvency. Customer (i) has an order for relief entered against it under the federal Bankruptcy Code, (ii) makes an assignment for the benefit of creditors, (iii) applies for or seeks the appointment a receiver, liquidator, assignee, trustee or other similar official for it or of any substantial part of its property or any such official is appointed, other than upon Customer’s request, and such unrequested appointment continues for thirty (30) days, (iv)

institutes proceedings seeking an order for relief under the federal Bankruptcy Code or seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or any of its debts under other applicable federal or state law relating to creditor rights and remedies, or any such proceeding is filed against it, other than upon Customer's request, and such unrequested proceeding continues undismissed or unstayed for thirty (30) days, or (v) takes corporate action in furtherance of any of the foregoing actions.

8.2 Power Supplier Default. Power Supplier's failure to secure all right, title and interest to the System required to deliver Solar Energy to the Customer, so long as the Customer is not in default under this Agreement, shall constitute a "Power Supplier Default". Power Supplier is under no obligation to provide a specified level of Solar Energy to the Customer but is required, so long as no Customer Default exists, to provide all available production of the Solar Energy to the Customer for purchase by the Customer under this Agreement. However, if such failure by Power Supplier to secure all right, title and interest to the System by its nature can be cured, then Power Supplier shall have a period of thirty (30) business days after receipt of written notice from Customer of such failure to cure it and a Power Supplier Default shall not be deemed to exist during such period; provided that if Power Supplier commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one hundred twenty (120) additional days.

9. Remedies upon Default.

9.1 Power Supplier's Remedies upon Customer Default. Notwithstanding Section 7.2, at any time after the occurrence of a Customer Default, Power Supplier may exercise one or more of the following remedies, at Customer's full expense (including, without limitation, reasonable attorneys' fees and expert witness fees incurred in connection therewith): (a) Power Supplier may terminate this Agreement; (b) Power Supplier may recover from Customer all amounts then due under this Agreement (including, without limitation, any detriment that Power Supplier or its assigns incurs due to the recapture of any Tax Incentives including all or part of an investment tax credit under Section 48 of the Code or depreciation deductions) and recover, with or without canceling this Agreement, the Termination Value as of the date immediately preceding the event of Customer Default date as liquidated damages; (c) Power Supplier may take possession of the System, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession, and any such taking of possession shall not constitute a termination of this Agreement; and (d) Power Supplier may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance or an injunction.

9.2 Customer's Remedies upon Power Supplier Default. If an uncured Power Supplier Default exists pursuant to Section 8.2, then Customer may terminate this Agreement and, upon sixty (60) days written notice from Customer to Power Supplier, Power Supplier shall promptly remove the System from the Site and restore the Site to its previous condition, normal wear and tear excepted, at Power Supplier's sole cost and expense and all obligations of Customer under this Agreement shall cease.

9.3 No Consequential Damages. Nothing in this Agreement is intended to cause either Party to be, and neither Party shall be, liable to the other Party for any lost business, lost profits or revenues from others or special or consequential damages, all claims for which are hereby irrevocably waived by Customer and Power Supplier. Notwithstanding the foregoing, none of the payments for Solar Energy or any other amount specified as payable by Customer to Power Supplier under the terms of this Agreement upon termination of this Agreement shall be deemed consequential, nor shall any of the Tax Benefits lost or recaptured upon termination of this Agreement be deemed consequential.

10. Indemnification.

10.1 Indemnification by Customer. Customer shall fully indemnify, hold harmless and defend Power Supplier, its assigns, contractors, subcontractors, directors, officers, employees, agents and invitees from and against all costs, claims and expenses incurred by Power Supplier in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person arising out of (a) the use, condition, operation, ownership, selection, delivery or return of System, regardless of when, how and by whom operated, or any failure on the part of Customer or its agents or employees or others under Customer's control to perform or comply with any of its obligations under this Agreement, excluding, however, any of the foregoing which result from the gross negligence or willful misconduct of Power Supplier or (b) a Customer Default; provided, however, that nothing in this Section 10.1 is intended to modify the limitation of Customer's liability set forth above.

- 10.2 Survival of Provisions. The provisions of this Section 10 shall survive the expiration or termination of this Agreement. Nothing contained in this Agreement shall authorize Customer to operate the System so as to incur or impose any liability on, or obligation for or on behalf of, Power Supplier.
11. Waiver of Claims. Power Supplier shall not be liable for any damage to the Site or personal property located thereon that results from perils that would be insured against in a so called “all-risk property damage” insurance policy, beyond any deductible, unless such damage is caused by Power Supplier’s gross negligence or willful misconduct.
12. Miscellaneous Provisions.
- 12.1 Notices. All notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person or (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested (c) sent by reputable overnight express courier addressed in each case to the addresses set forth below, or to any other address either of the parties to this Agreement shall designate in a written notice to the other Party:

If to Power Supplier: Technology Credit Corporation
 919 The Alameda
 San Jose, CA 95126
 Attn: Lawrence Clark

If to Customer: El Dorado Hills County Water District
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762
 Attn: Fire Chief

All notices sent pursuant to the terms of this Section 12.1 shall be deemed received (i) if personally delivered, on the date of delivery, (ii) if sent by reputable overnight, express courier, on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, on the earlier of the third (3rd) Business Day following the day sent or when actually received.

12.2 Authority.

12.2.1 Power Supplier Representations. Power Supplier hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Power Supplier is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate action;
- (c) This Agreement is a legal, valid and binding obligation of Power Supplier enforceable against Power Supplier in accordance with its terms; and
- (d) Neither the execution and delivery of this Agreement by Power Supplier nor compliance by Power Supplier with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Power Supplier or any contractual obligation of Power Supplier or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Power Supplier.

12.2.2 Customer Representations. Customer hereby (i) represents and warrants that the following statements are true and correct as of the Effective Date hereof, and (ii) covenants that the following statements will be true and correct for the Term of this Agreement:

- (a) Customer is a legal entity, duly organized or formed, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
 - (b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary actions;
 - (c) This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms;
 - (d) No governmental approval (other than any governmental approvals that have been previously obtained or Customer has reason to believe that it will be unable to obtain in due course) is required in connection with the due authorization, execution and delivery of this Agreement by Customer or the performance by Customer of its obligations hereunder;
 - (e) Neither the execution and delivery of this Agreement by Customer nor compliance by Customer with any of the terms and provisions of this Agreement (i) conflicts with, breaches or contravenes the provisions of the constitutive documents of Customer, or any contractual obligation of Customer, or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Customer;
 - (f) Customer has not entered and will not enter into any contracts or agreements with any other person or entity for the supply of Solar Energy at or to the Site during the Term of this Agreement;
13. Entire Agreement. This Agreement (including all exhibits attached hereto) represents the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written agreements.
14. Amendments to Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of Power Supplier and Customer.
15. Assignment. Customer may not assign this Agreement or any of its rights or interests hereunder, or delegate any of its duties hereunder, to any other party without Power Supplier's written consent, given in its sole discretion. Power Supplier may assign this Agreement and/or the System, without Customer's consent. Customer hereby acknowledges that all references to Power Supplier's rights hereunder or under any Installation Contract shall be deemed to include all of Power Supplier's permitted assigns even if not expressly stated as such.
16. Waivers; Approvals. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Power Supplier Default or any Customer Default, as applicable, shall not constitute a waiver of any rights by such Party, and, subject to the notice requirements of the Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Power Supplier Default or Customer Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approval required under this Agreement must be in writing, signed by the Party whose approval is being sought.
17. Partial Invalidity. If any provision of this Agreement is deemed to be invalid by reason of the operation of applicable law, Power Supplier and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Agreement (and if Power Supplier and Customer cannot agree, then such provisions shall be severed from this Agreement) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.
18. No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Power Supplier to dedicate its property to public use or subject itself to regulation as a "public utility" (as defined in the California Public Utilities Code or any other applicable law).
19. Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986.

20. Parties. If there is more than one Customer named in this Agreement, the liability of each shall be joint and several.
21. Execution in Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the choice of laws provisions, of the State of California, without giving effect to conflicts of law principles. Power Supplier and Customer hereby submit to the non-exclusive jurisdiction of any State or Federal court located in San Jose, California for all legal proceedings arising directly or indirectly from this Agreement, and each irrevocably waives any objection to any such proceeding based on venue or inconvenient forum. The Parties agree to waive their right to jury trial and to submit all disputes of fact or of law relating to or arising out of this Agreement to a trial pursuant to an Order of Reference under California Code of Civil Procedure section 638 et seq. The Parties intend this general reference agreement to be specifically enforceable in accordance with CCP section 638 et seq.
23. Attorney's Fees. If any action shall be instituted between Power Supplier and Customer in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its reasonable costs and expenses incurred in connection with such action by arbitration or other legal proceeding, including reasonable attorney's fees and expert witness fees.

In concurrence and witness whereof, this Agreement has been executed by the Parties effective on the Effective Date hereof.

POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
 (Print)

NAME: _____
 (Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

FORM OF INSTALLATION CONTRACT

See attached: Solar Installation Agreement, dated _____, by and between System Provider and Customer

EXHIBIT B

SYSTEM EQUIPMENT LIST

System Equipment Location:

El Dorado Hills Fire Department
Station 87
4680 Golden Foothill Parkway
El Dorado Hills, CA 95762

Description	Qty
Solar Photovoltaic System rated at 41.230 kW/DC:	
Canadian Solar, CS6X Series, 310 watt photovoltaic modules	133
SolarEdge, SE9KUS, 9 kW interters	4
Pitch Racking, roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

TOTAL COST \$144,637.00

EXHIBIT C

CERTIFICATE OF OPERATIONAL COMMENCEMENT

This Certificate of Operational Commencement is to the POWER PURCHASE AGREEMENT NO. 1318, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Location of System: 4680 Golden Foothill Parkway, El Dorado Hills, CA 95762

Size of System: _____ 41.230 kW/DC _____

Operational Commencement Date: _____

The undersigned hereby acknowledges Customer's receipt and acceptance of the System listed on Exhibit B of the above referenced Agreement. The undersigned also acknowledges that the System listed therein has been successfully installed using standard installation procedures which define good working order, applicable to the System and the System is complete and available for commercial operation, all permits and licenses required in connection with the operation of the System have been obtained and are in full force and effect, and that Customer has entered into an interconnection agreement with a local electricity utility as of the Operational Commencement Date above. By execution of this Certificate of Operational Commencement, Customer agrees that the System has been installed ready for use under the terms of the Agreement and Customer hereby agrees to purchase Solar Energy, as defined in the Agreement, from Power Supplier in accordance with the Agreement as of the Operational Commencement Date.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

EXHIBIT D

PRICING SCHEDULE

Pursuant to Section 5.1, the kWh Rates paid during the Term are as follows:

Installation Contract Price:	\$144,637.00
First Year Rate:	\$0.2350 per kWh
Annual Cost of Energy Escalator:	1.9% per annum
Assumed System Degradation:	0.5% per annum
Insurance Credit:	\$0.0100 per kWh

Year	Annual Increase	Rate per kWh*	Estimated System Production (kWh per Year)	Expected Monthly Solar Energy Payment
1	1.9%	\$0.2250	65,186	\$1,222.00
2	1.9%	\$0.2293	64,860	\$1,239.00
3	1.9%	\$0.2336	64,536	\$1,256.00
4	1.9%	\$0.2381	64,213	\$1,274.00
5	1.9%	\$0.2426	63,892	\$1,292.00
6	1.9%	\$0.2472	63,573	\$1,310.00
7	1.9%	\$0.2519	63,255	\$1,328.00
8	1.9%	\$0.2567	62,939	\$1,346.00
9	1.9%	\$0.2616	62,624	\$1,365.00
10	1.9%	\$0.2665	62,311	\$1,384.00
11	1.9%	\$0.2716	61,999	\$1,403.00
12	1.9%	\$0.2768	61,689	\$1,423.00
13	1.9%	\$0.2820	61,381	\$1,443.00
14	1.9%	\$0.2874	61,074	\$1,463.00
15	1.9%	\$0.2928	60,769	\$1,483.00

* Rate per kWh is net of Insurance Credit

Tax Incentives:	Remain with Power Supplier
Tax Owner:	Power Supplier
Initial Term:	15 years
Extension Period (each):	2 years
Extension Period Rate*:	Year 16 Rate per kWh \$0.2928 Year 17 Rate per kWh \$0.2928

Early Termination

If Customer decides to terminate the Agreement for any reason prior to the Expiration Date of the Agreement plus any Term extensions, Power Supplier will charge Customer the Termination Value. The Termination Value is exclusive of any sales, use and/or excise taxes and shall be the sum of:

- (1) Any amounts due under the Agreements of the date of termination; and
- (2) The Termination Value, per the schedule that follows.

TERMINATION VALUE SCHEDULE

<u>Payment Number</u>	<u>Termination Value (\$)</u>						
1	151,869	46	95,608	91	63,158	136	41,968
2	150,619	47	94,357	92	62,676	137	41,518
3	149,368	48	93,107	93	62,194	138	41,067
4	148,118	49	91,857	94	61,712	139	40,617
5	146,868	50	90,607	95	61,230	140	40,166
6	145,618	51	89,356	96	60,748	141	39,716
7	144,367	52	88,106	97	60,265	142	39,265
8	143,117	53	86,856	98	59,783	143	38,815
9	141,867	54	85,605	99	59,301	144	38,364
10	140,617	55	84,355	100	58,819	145	37,914
11	139,366	56	83,105	101	58,337	146	37,463
12	138,116	57	81,855	102	57,855	147	37,013
13	136,866	58	80,604	103	57,373	148	36,562
14	135,616	59	79,354	104	56,891	149	36,112
15	134,365	60	78,104	105	56,408	150	35,661
16	133,115	61	77,622	106	55,926	151	35,211
17	131,865	62	77,140	107	55,444	152	34,760
18	130,615	63	76,658	108	54,962	153	34,310
19	129,364	64	76,175	109	54,480	154	33,859
20	128,114	65	75,693	110	53,998	155	33,409
21	126,864	66	75,211	111	53,516	156	32,958
22	125,614	67	74,729	112	53,034	157	32,508
23	124,363	68	74,247	113	52,551	158	32,057
24	123,113	69	73,765	114	52,069	159	31,607
25	121,863	70	73,283	115	51,587	160	31,156
26	120,613	71	72,801	116	51,105	161	30,706
27	119,362	72	72,318	117	50,623	162	30,255
28	118,112	73	71,836	118	50,141	163	29,805
29	116,862	74	71,354	119	49,659	164	29,354
30	115,612	75	70,872	120	49,177	165	28,904
31	114,361	76	70,390	121	48,726	166	28,453
32	113,111	77	69,908	122	48,276	167	28,003
33	111,861	78	69,426	123	47,825	168	27,552
34	110,611	79	68,944	124	47,375	169	27,102
35	109,360	80	68,462	125	46,924	170	26,651
36	108,110	81	67,979	126	46,474	171	26,201
37	106,860	82	67,497	127	46,023	172	25,750
38	105,610	83	67,015	128	45,573	173	25,300
39	104,359	84	66,533	129	45,122	174	24,849
40	103,109	85	66,051	130	44,671	175	24,399
41	101,859	86	65,569	131	44,221	176	23,948
42	100,609	87	65,087	132	43,770	177	23,498
43	99,358	88	64,605	133	43,320	178	23,047
44	98,108	89	64,122	134	42,869	179	22,597
45	96,858	90	63,640	135	42,419	180	22,146
						181	21,696

EXHIBIT E

ACH AUTHORIZATION

This ACH Authorization is to the POWER PURCHASE AGREEMENT NO. 1318, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier") and is pursuant to Section 5.3.1 of the Agreement.

Customer hereby authorizes Power Supplier, its assignee, and its bank to initiate monthly ACH debit entries to the financial institution account indicated below (the "Account"), for all amounts due under the Agreement including the Monthly Expected Solar Energy Payment and all applicable sales and/or use taxes (the "Monthly Payment"). Customer further authorizes the financial institution named below to debit such entries in the Account for the Monthly Payment. This ACH Authorization, with respect to the Agreement, shall remain in full force and effect until Power Supplier, or its assignee, has received all amounts due or to become due under the Agreement. In the event that such Account is no longer active and available for ACH debit entries by Power Supplier, Customer will promptly provide substitute Direct Debit / Payment Information to Power Supplier.

DIRECT DEBIT/PAYMENT INFORMATION:

Bank Name: _____

Bank Address: _____

Bank Routing # (9 digits): _____

Account #: _____

Exact Account Name: _____

Account Type (circle one): C - Checking S - Savings

CUSTOMER CONTACT INFORMATION:

Billing Contact Name: _____

Phone #: _____ **E-mail:** _____

Unless otherwise defined herein, capitalized terms used herein have the same meanings as set forth in the Agreement. The person executing this ACH Authorization on behalf of Customer hereby certifies that he or she has read and is duly authorized to execute this ACH Authorization.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT F

INSURANCE AUTHORIZATION

This Insurance Authorization relates to the POWER PURCHASE AGREEMENT NO. 1318, (the "Agreement"), by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier").

Pursuant to Section 2.5.1 of the above referenced Agreement, Customer's insurance carrier/representative is directed to accommodate the Power Supplier and its assignees and is directed to bind the following coverage:

1. Power Supplier, and from time to time Power Supplier's assignees as specified by Power Supplier, are to be named as "Additional Insured and Loss Payee" under the policies issued to Customer. The following statement shall appear, "Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."
2. Evidence of insurance in the form of binder(s) is acceptable until formal certificates can be issued. Mail or deliver binder(s) to Power Supplier at 919 The Alameda, San Jose, California 95126.
3. Property and Casualty Insurance
 - "All Risk" loss or physical damage insurance.
 - Reference to **Power Purchase Agreement No. 1318** and a description of the covered system equipment should be included (as per attached list).
 - Limits: The Termination Value of the system equipment listed on the attached Exhibit D, from time to time.
 - Endorsement naming the Power Supplier and its assignees as Loss Payees.
4. Public Liability Insurance
 - Comprehensive commercial general liability insurance.
 - Limits: Bodily injury; \$1,000,000 per occurrence. Property damage; \$1,000,000 per occurrence. Combined Single limit \$2,000,000. Products and/or completed operations, and blanket contractual liability to be included.
 - Endorsement naming the Power Supplier and its assignees as Additional Insured.
5. All premiums and other costs associated with the above insurance coverage shall be paid by Customer.
6. System Equipment Location and Description: Listed on the attached Exhibit B.

Agent Name: _____ E-Mail: _____

Insurance Company: _____

Address: _____

Office Phone: _____ Fax No.: _____

Customer hereby instructs the Agent and/or the Insurance Company listed above to immediately comply with the instructions and requirements set forth above including immediate submission of binder(s) and subsequent delivery of additional insured endorsements and certificates to the aforementioned Power Supplier.

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

NAME: _____
(Print)

TITLE: _____

DATE: _____

EXHIBIT G

PROGRESS PAYMENT AGREEMENT

This Progress Payment Agreement and its supplements are to the POWER PURCHASE AGREEMENT NO. 1318, (the "Agreement") by and between **El Dorado Hills County Water District** ("Customer") and **Technology Credit Corporation** ("Power Supplier"). Capitalized terms used, and not otherwise defined, herein shall have the meanings ascribed thereto in the Agreement.

1. SYSTEM: This Progress Payment Agreement relates to the System to be purchased by Power Supplier as described under the Agreement as listed on Exhibit B thereto (such System is related to and will be subject to the Agreement which Term has not yet commenced (the "Pending Agreement").

2. TERMS AND CONDITIONS:

(a) Subject to the terms and conditions set forth herein, on or before September 30, 2016 (the "Commitment Termination Date"), at the request of Customer, Power Supplier shall fund the purchase of System by making payments toward the purchase price of such System as designated by Customer as specified in one or more draw requests provided by Customer to Power Supplier from time to time (the "Progress Payments"). The aggregate amount of Progress Payments paid by Power Supplier hereunder shall not exceed a total of One Hundred Thirty Thousand One Hundred Seventy-three Dollars and Zero Cents (**\$130,173.00**) (the "Commitment").

(b) Customer shall request that Power Supplier make a Progress Payment by delivering a notice, in the form of attached Schedule B, (a "Funding Request") to Power Supplier which such notice shall (i) identify the amount of such Progress Payment, which, together with all other Progress Payments previously made by Power Supplier, shall not exceed the Commitment, (ii) identify the date on which such Progress Payment is to be made, which date shall be a Business Day (a "Business Day(s)" shall mean any Monday through Friday, excluding all US national holidays) not earlier than five (5) Business Days after the date of such Funding Request is received by Power Supplier and not later than the Commitment Termination Date and (iii) attach an invoice from the Supplier of the System in an amount equal to the requested amount of the Progress Payment. Delivery of such Funding Request shall constitute an acknowledgement by Customer that such invoice is approved and accepted by Customer.

(c) The obligation of Power Supplier to make Progress Payments shall be subject to satisfaction (or waiver by Power Supplier) of each of the following conditions, prior to the date on which such Progress Payment is to be made: (i) Power Supplier shall have received each of the following documents, in form and substance satisfactory to Power Supplier: (a) the Pending Agreement duly executed by Customer together with all attachments and exhibits thereto; (b) a Funding Request duly executed by Customer; (c) the Installation Contract between the System Provider and Customer duly executed by both parties; (d) System Provider invoice(s) in the amount of the Progress Payment, and (e) any other document reasonably requested by Power Supplier; and (ii) Each of Customer's representations set forth in the Pending Agreement shall continue to be true and correct as of the date the Progress Payment is to be made.

3. FINAL SYSTEM SCHEDULE; TERMINATION:

(a) Power Supplier and Customer intend to commence the Pending Agreement, which will expressly supersede and replace this Progress Payment Agreement. The Pending Agreement shall be effective on the Operational Commencement Date as set out in the terms of the Pending Agreement and Power Supplier shall have received any other documents reasonably requested by Power Supplier in connection therewith.

(b) The obligation of Power Supplier to make Progress Payments shall terminate on the earlier to occur of (i) the Operational Commencement Date of the Pending Agreement or (ii) the Commitment Termination Date (such date, the "Termination Date").

4. PAYMENTS:

(a) As used herein, “Interest Rate” shall mean the 9.90 percent per annum. Interest shall be computed on the basis of a year of 360 days for the actual number of days elapsed and shall accrue on the outstanding amount hereunder from and including the date each Progress Payment is made to but excluding the date the entire principal amount hereunder is paid in full (the “Interest Amount”).

(b) On the Termination Date, Customer shall pay to Power Supplier an amount equal to the aggregate amount of all Progress Payments made by Power Supplier hereunder together with the Interest Amount due and payable pursuant to Section 4(a) hereof; *provided, however*, that if the Operational Commencement Date of the Pending Agreement occurs on or before the Termination Date, all amounts which Customer is obligated to pay pursuant to this Section 4(b) shall be considered paid in full by Customer and no further obligations under this Progress Payment Agreement shall exist.

(c) If (i) an Event of Default under the Pending Agreement has occurred and is continuing, or (ii) for any reason whatsoever System Provider fails to deliver to Customer the photovoltaic system described in the Installation Contract in accordance with the terms thereof, or (iii) Customer fails to accept the System, or (iv) Progress Payments shall exceed the maximum amount provided in Section 2(a), then, in any such event, Customer shall immediately, upon demand, pay Power Supplier an amount equal to the sum of (A) the total amount of all Progress Payments paid by Power Supplier for the System, plus (B) the Interest Amount accrued to date. Upon Power Supplier’s receipt of such aggregate payment, Power Supplier will transfer all its right, title and interest in and to the System to Customer on an “as-is, where-is” basis without representation or warranty.

5. INSURANCE: Customer shall maintain the insurance required pursuant to Section 2.5 of the Pending Agreement as of the first date upon which a Progress Payment is to be made under Section 2(b) hereof. For purposes of this Progress Payment Agreement, the Termination Value for the System at any time shall be an amount equal to 105% of the amount of the Progress Payments made to date.

6. ADDITIONAL PROVISIONS:

(a) The System location shall be as specified on the Pending Agreement.

(b) To the extent the System, or any portion thereof, is delivered to Customer, Power Supplier shall be considered to be the owner of such System, or portion thereof, and title to such System, or portion thereof, shall vest in Power Supplier without further action by Power Supplier or Customer.

Except as expressly modified hereby, all terms and provisions of the Pending Agreement shall remain in full force and effect. This Progress Payment Agreement is not binding or effective with respect to the Pending Agreement or System until executed on behalf of Power Supplier and Customer by authorized representatives of Power Supplier and Customer, respectively. The person executing this hereunder on behalf of Power Supplier and on behalf of Customer hereby certifies that he or she has read, and is duly authorized to execute, this Progress Payment Agreement.

POWER SUPPLIER:
TECHNOLOGY CREDIT CORPORATION

CUSTOMER:
EL DORADO HILLS COUNTY WATER DISTRICT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS PROGRESS PAYMENT AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS AND TO THE EXTENT, IF ANY, THAT THIS PROGRESS PAYMENT AGREEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS PROGRESS PAYMENT AGREEMENT MAY BE PERFECTED THROUGH THE TRANSFER OF POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE CHATTEL PAPER ORIGINAL ON THE SIGNATURE PAGE THEREOF. THIS IS THE CHATTEL PAPER ORIGINAL.

SITE LEASE AGREEMENT

This Site Lease Agreement (the "Agreement") is made and entered into as of **November 13, 2015** (the "Commencement Date"), between **El Dorado Hills County Water District**, a California county water district ("Lessor"), and **Technology Credit Corporation**, a California corporation ("Lessee").

1. DEFINITIONS.

- a) "Building" means the building where the Site Equipment is or will be located on the Property.
- b) "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- c) "Property" means the land and improvements (including the Building) located at 4680 Golden Foothill Parkway in the City of El Dorado Hills, County of El Dorado, State of California, and as identified as parcel number 117-082-02.
- d) "Site Equipment" means the solar photovoltaic systems described in **Exhibit A** attached hereto.
- e) "Solar Agreement" means the Power Purchase Agreement between Lessor, Lessor's affiliate, or Lessor's tenant (together, the "Occupant") and Lessee, pursuant to which Lessee sells energy generated by the Site Equipment to Occupant.
- f) "Solar Site" means the applicable portions of the Property (including, but not limited to the land, roof and interior equipment space of the Building occupied (or to be occupied) by Site Equipment) and as set out on **Exhibit B** if attached hereto. The Solar Site shall additionally include vertical and/or horizontal risers, conduits or cable used for the purpose of connecting the Site Equipment to the Property or installing data communications capability to the Property.

2. LEASE.

- a) Lessor leases to Lessee the Solar Site for (i) commissioning, servicing, accessing, removing, repairing and replacing the Site Equipment in accordance with this Agreement and Laws, and (ii) such other use as are determined by Lessee to be reasonably necessary to conduct any of the foregoing (collectively, (i) and (ii) are herein referred to as the "Permitted Use"). Lessee shall pay Lessor as consideration for lease of the Solar Site **\$1.00** on each anniversary of the Commencement Date through the Term (as defined below). At Lessee's discretion, Lessee may prepay such amounts to Lessor for all or any number of years during the Term.
- b) The lease of the Solar Site shall include rights of ingress and egress to the Solar Site on and across the Property and through the Building, including rights to use any access rights and easements appurtenant to the Property.
- c) The lease of the Solar Site shall also include an easement to Lessee to convert all of the solar resources above the Solar Site to electricity. The parties expressly intend that the easement granted herein shall be construed as a "solar easement" pursuant to the terms of California Civil Code Section 801.5.
- d) Lessee agrees not to use or permit the use of the Solar Site for any purpose which violates any Laws or is dangerous to life, limb or property.

3. TERM. The term of this Agreement (the "Term") shall commence on the Commencement Date and, unless sooner revoked, terminated or extended to a later date pursuant to the terms herein, shall continue until ninety (90) days after the twentieth (20th) anniversary of the Commencement Date; provided, however, that this Agreement shall terminate upon Lessor receiving title to the Solar Equipment upon exercising its purchase option under the Solar Agreement (either such date, the "Termination Date").

4. PAYMENTS. Lessee shall pay Lessor, if and when due, any incremental sales, use or other taxes or assessments (but excluding income taxes) if any which are assessed or due solely by reason of this Agreement or Lessee's use of the Solar Site hereunder.

5. LESSOR COVENANTS.

- a) Subject to any specific limitations in this Agreement, Lessor shall at all times during the Term use commercially reasonable efforts to maintain the Property, including the Solar Site, in good condition and repair so that the Occupant is able to receive and utilize the electricity delivered by Lessee from the Site Equipment and shall provide Lessee and its agents, employees, contractors, invitees and visitors continuous access to the Property and the Solar Site.

- b) All obligations of Lessor in this Agreement regarding maintenance of the Property shall be subject to the right of Lessor during periods of renovation of any part of the Property to issue a shutdown order to the Site Equipment. Lessor will use commercially reasonable efforts to remedy any interruption as soon as possible. Lessee will cooperate with Lessor, at Lessor's expense, in temporarily relocating the Site Equipment during those periods that the Property, including, but not limited to, the roof of the Building, being repaired or replaced, or the grounds of the Property being modified by Lessor.
- c) Except as expressly provided in subparagraph (b) above, Lessor shall make no repair, addition, alteration or attachment to the Property or the Solar Site that interferes with the normal operation and maintenance of the Site Equipment or creates a safety hazard. Lessor shall not, and shall not permit others to, obstruct, impair or block the exposure of the Site Equipment's photovoltaic panels to sunlight for any period of time that could materially affect the Site Equipment's production of electrical energy. Without limiting the generality of the foregoing, Lessor shall not construct or authorize others to construct any structure on the Property that could materially and adversely affect insolation levels, authorize the growth of foliage on the Property that could materially and adversely affect insolation levels, or emit or authorize the emission of suspended particulate matter, smoke, fog or steam or other air-bourne impediments to insolation.
- d) Lessor shall promptly notify Lessee of any matter it is aware of pertaining to any damage to or loss of the use of the Site Equipment or that could reasonably be expected to adversely affect the Site Equipment.
- e) Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Site Equipment or any interest therein. If the Lessor breaches its obligations under this section, it shall immediately notify Lessee in writing and shall promptly cause such lien to be discharged and released of record without cost to Lessee.
- f) Lessor will provide sufficient space at the Property for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation, servicing, removal or replacement of the Site Equipment.

6. LESSEE CONDUCT. Lessee shall conduct its business and control its agents, employees, contractors, invitees and visitors in such manner as not to create any nuisance, or interfere in any material respect with, annoy or disturb any other tenant of the Property or Lessor in its operation of the Property (including the Solar Site).

7. ASSIGNMENT.

- a) Lessee shall have the right to freely transfer and assign any or all of its rights and obligations hereunder and, upon a transfer of all of Lessee's rights and obligations hereunder, no further liability or obligation shall thereafter accrue against Lessee hereunder, so long as the transferee or assignee agrees to assume this Agreement in writing. In addition, Lessee shall have the right to grant licenses or subleases with respect to the Solar Site and Lessee's rights hereunder for the Permitted Use only without the consent of Lessor, provided that all such licenses and subleases shall be subject to the terms and conditions of this Agreement.
- b) Lessor shall have the right to freely transfer and assign all of its rights and obligations hereunder to any successor owner or transferee of the Property and no further liability or obligation shall thereafter accrue against Lessor hereunder. Upon any sale or conveyance of the Property, the transferee or assignee shall assume and be bound by the terms and conditions of this Agreement.

8. INSPECTION. Lessee shall permit Lessor and/or their agents or representatives at all hours to have access to the Site Equipment to (a) inspect the Site Equipment, (b) make technical measurements or tests related to the Site Equipment, and (c) assure compliance with the terms and provisions of this Agreement and all Laws.

9. MAINTENANCE OF SITE EQUIPMENT. Lessee shall have the obligation to maintain the Site Equipment in good working order, reasonable wear and tear excepted, in accordance with the terms of the Solar Agreement.

10. REMOVAL OF SITE EQUIPMENT. Occupant shall have the obligation to remove the Site Equipment in accordance with the terms of the Solar Agreement and shall repair all damage to the Solar Site caused in connection therewith. If Occupant is unwilling or unable to perform its obligations hereunder or thereunder, such removal of the Site Equipment and repair of the Solar Site shall be assumed and become the obligation of Lessor.

11. CASUALTY; CONDEMNATION. If all or any portion of the Solar Site shall be taken or condemned for any public purpose, or damaged or destroyed by any casualty, to such an extent as to make Lessee (in Lessee's sole opinion) unable to utilize the Site Equipment, then Lessee may terminate this Agreement by written notice to Lessor. All proceeds from any taking or condemnation of the Solar Site, or insurance proceeds payable as a result of damage or destruction of the Solar Site, shall belong to and be paid to Lessor. Lessee shall have all rights to the Site Equipment and personal property and all insurance proceeds relating thereto, and such rights and interests shall not be included in

any taking or condemnation award or insurance recovery to Lessor. Upon any termination of this Agreement as a result of such condemnation or damage or destruction, Lessor shall pay for the cost of removal of the Site Equipment from the Solar Site and for its transportation to and installation at another site selected by Lessee within the continental United States.

12. DEFAULTS; REMEDIES. Both Lessor and Lessee have entered into this Agreement upon the condition that each party shall punctually and faithfully perform all of its covenants, conditions and agreements contained herein. Each of the following events shall be deemed to be an event of default by the respective party named hereunder (each of which an “Event of Default”):

a) Lessor Default.

- (i) Failure of Lessor to observe or perform any covenant, term or condition set forth in this Agreement if the failure is not cured within thirty (30) days after written notice of such failure is delivered to Lessor; or
- (ii) Lessor shall generally not pay its debts as they become due, shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Lessor or its creditors shall commence any case, proceeding or other action seeking to have an order for relief entered on Lessor’s behalf as debtor or to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (A) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (B) shall remain undismissed for a period of thirty (30) days; or Lessor shall take any corporate action to authorize any of the actions set forth above in this subsection (ii).

b) Lessee’s Remedies. Upon the occurrence of any such Event of Default, Lessee shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (i) If the Event of Default pertains to work to be performed by Lessor, perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessor, without waiving such Event of Default; or
- (ii) Terminate this Agreement by written notice to Lessor.

c) Lessee Default. Lessee fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

d) Lessor’s Remedies. Upon the occurrence of any such Event of Default, Lessor shall use reasonable efforts to mitigate its damages and losses arising from any such default and Lessor may pursue any and all remedies available to it at law or in equity. In addition, if the Event of Default pertains to work to be performed by Lessee, then Lessor may (but shall have no obligation to) perform such work, or cause such work to be performed, and to be reimbursed for the cost thereof by Lessee, without waiving such Event of Default.

e) Forbearance by either party to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

13. NOTICE. Any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “notice”) in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing, except as otherwise specifically provided in this Agreement, and effectively shall be given if (a) deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (b) delivered in person to such party by a nationally recognized overnight courier, or (c) personally delivered. For purposes of notice, the addresses of the parties, until changed by written notice as provided herein, shall be as follows:

If to Lessee, to:
Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attention: Lawrence Clark

If to Lessor, to:
El Dorado Hills County Water District
1050 Wilson Blvd.
El Dorado Hills, CA 95762
Attention: Fire Chief

The parties hereto shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by providing at least fifteen (15) days prior written notice of such change to the other party.

14. PARTIAL INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction,

the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 15. ATTORNEYS' FEES.** The prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expenses, including expert witness fees reasonably incurred in connection with the institution of any action or proceeding in court to enforce any provision hereof or to recover damages from any breach of any provision of this Agreement, or for a declaration of either party's rights or obligations hereunder or for any other judicial remedy, at law or in equity.
- 16. NON-WAIVER.** Any party's failure to insist upon strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.
- 17. NONDISTURBANCE PROTECTION.** Lessor agrees that if, as of the Commencement Date, this Agreement is subordinate to the lien of any mortgage, deed of trust, other encumbrance and/or other document covering and/or relating to the Property such as a ground lease (in each case, a "Prior Lien"), Lessor shall, within twenty (20) days after the date of this Agreement, obtain from the lienor, encumbrancer or other holder or beneficiary of any such document (in each case, the "Lienor"), a Subordination Non-disturbance and Attornment Agreement in form and substance acceptable to Lessee, and which shall, at a minimum, provide that in the event of sale, foreclosure or other action taken by Lienor, so long as Lessee shall not be in default under this Agreement beyond the expiration of any grace, notice and cure periods: (a) this Agreement shall remain in full force and effect and not be terminated; (b) Lienor shall not disturb, interfere with and/or terminate, nor seek to do the same, with respect to this Agreement, the Site Equipment, Lessee's leasehold estate, nor Lessee's right to the use and possession of the Property as and to the extent set forth in this Agreement; and (c) neither Lessee, nor any person or entity claiming by, through or under Lessee, shall be named or joined in any action or other proceeding to enforce the Prior Lien or to otherwise foreclose on the Property or to terminate Lessor's rights under any ground lease.
- 18. LESSEE FINANCING OF SITE EQUIPMENT.**
- a) Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.
- b) Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt. After the Site Equipment is placed in service, Lessee may consummate any refinancing of the Site Equipment debt in compliance with this section.
- 19. ESTOPPEL CERTIFICATE.** Each party shall, upon not less than thirty (30) days prior written request by the other party or such party's lender or financing entity, execute, acknowledge and deliver to the other party or to such party's lender in writing, in a commercially reasonable form, a factually accurate form of estoppel certificate which may be relied upon by any prospective lender or financing entity.

- 20. MECHANIC'S LIENS.** Lessee will not permit any mechanic's liens or other liens to be placed upon the Property in connection with any work done by or for the benefit of Lessee. If any such lien is attached to the Property by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause it to be canceled or discharged of record (or a bond posted for such purpose) within thirty (30) days after written notice by Lessor. If Lessee fails to cancel or discharge said lien or liens (or post a bond for such purpose) within said thirty (30) day period, by settling the claim which resulted in the lien or by bonding over or insuring over the lien in the manner prescribed by Laws, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, bond over or insure over the lien or otherwise discharge the lien. Any amount paid by Lessor for any of the aforesaid purposes, including reasonable attorney's fees, shall be paid by Lessee to Lessor on demand.
- 21. RECORDATION.** Lessee may record this Agreement, or any memorandum thereof, without prior written notice to Lessor, in the form attached hereto titled "Memorandum of Site Lease Agreement". Lessor shall execute and deliver such memorandum to Lessee for recordation, within ten (10) days after Lessee's request therefore. Without limiting the foregoing, Lessee shall have the right to execute and deliver any such memorandum for and on behalf of Lessor, as the Lessor's agent and attorney in fact, and for the purpose thereof, Lessor hereby appoints Lessee its agent and attorney in fact to execute and deliver and/or record any such memorandum. The foregoing power of attorney shall be deemed coupled with an interest and shall be irrevocable. Lessee shall, upon termination of this Lease, provide to Lessor a quitclaim deed or other recordable instrument sufficient to remove the Memorandum of Site Lease Agreement from title.
- 22. TIME OF THE ESSENCE.** Time is of the essence in all things pertaining to this Agreement. If any date of performance or exercise of a right ends on a Saturday, Sunday, or state holiday, such date shall be automatically extended to the next business day.
- 23. NO JOINT VENTURE.** Under no circumstances shall Lessor or Lessee be considered an agent or partner of the other.
- 24. AUTHORIZATION.** All persons signing this Agreement have been duly authorized to sign and have the requisite power and authority to execute this Agreement.
- 25. EFFECT OF REVOCATION, EXPIRATION, OR TERMINATION.** Neither party hereto shall have any further rights or obligations under this Agreement after the revocation, expiration, or termination of this Agreement, except the following rights and obligations shall survive the revocation, expiration, or termination of this Agreement indefinitely: (a) those rights and obligations accruing prior to such revocation, expiration, or termination, and (b) those rights and obligations under Sections 4, 10, 11, 14, 15, 16, 18, 23, and 26 of this Agreement, or otherwise expressly surviving such revocation, expiration, or termination.
- 26. MISCELLANEOUS.** This Agreement embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restriction between the parties hereto with regard thereto other than those specifically set forth herein. This Agreement shall not be amended or changed except by written instrument, signed by Lessor and Lessee. The benefits and obligations of this Agreement shall vest with Lessor and Lessee and their permitted successors and assigns, and no other party. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. All rights and remedies of Lessor and Lessee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Agreement and all of the terms thereof shall be construed according to the laws of the state in which the Property is located. Lessor and Lessee waive all rights to trial by jury in any litigation arising from this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

LESSEE: **TECHNOLOGY CREDIT CORPORATION**

LESSOR: **EI DORADO HILLS COUNTY WATER DISTRICT**

SIGNATURE: _____

SIGNATURE: _____

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Description	Qty
Solar Photovoltaic System rated at 41.230 kW/DC:	
Canadian Solar, CS6X Series, 310 watt photovoltaic modules	133
SolarEdge, SE9KUS, 9 kW inverters	4
Pitch Racking, roof mount racking system	1
ALSO Energy/DECK monitoring system	1

(The above include all the hardware, mountings and racking, electrical disconnects, combiner panels, circuit breakers, wiring, tubings, electrical junctions, and boxes necessary for the installation and proper use of the System)

EXHIBIT B
SOLAR SITE LOCATION

See attached drawing no. _____ dated _____ prepared by _____ comprising (____) pages.

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Technology Credit Corporation
919 The Alameda
San Jose, CA 95126
Attn: Lawrence Clark

(Space Above for Recorder's Use Only)

MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE AGREEMENT (this "Memorandum") is made as of the 13th day of November 2015 (the "Commencement Date") by and between **El Dorado Hills County Water District**, a California county water district (the "Lessor") and **Technology Credit Corporation**, a California corporation (the "Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Site Lease Agreement dated as of the Commencement Date (the "Agreement"). Pursuant to the Agreement, Lessor granted to Lessee a lease and easements and related rights over, under and across the "Solar Site" located on that certain real property owned or leased by Lessor and located in El Dorado County, State of California, more particularly described on Exhibit A attached hereto (the "Property") for the purposes of installing, operating, repairing, maintaining, relocating and removing a solar photovoltaic system referred to in the Agreement as the "Site Equipment", and as more particularly described in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Defined Terms. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.
2. Term of Agreement. The term of the Agreement commenced on the Commencement Date hereof and terminates 20 years after the Commencement Date plus ninety (90) days after such date.
3. Lessee Financing of Site Equipment.
 - (a) Title to the Site Equipment. Title to the Site Equipment and any other equipment placed on the Solar Site by Lessee shall be held by Lessee (or its assignees) and all alterations, additions, improvements or installations made thereto by Lessee and all Lessee property used in connection with the installation, operation and maintenance of the Site Equipment is, and shall during the Term remain, the personal property of Lessee or its assignees (the "Lessee Property"). In no event shall any Lessee Property be deemed a fixture, nor shall Lessor, nor anyone

claiming by, through or under Lessor (including, but not limited to, any present or future mortgagee of the Property) have any rights in or to the Lessee Property at any time except as otherwise provided herein. Lessor expressly waives any rights it may have, by operation of law or otherwise, in and to the Site Equipment and any personal property of Lessee. Upon request from Lessee, Lessor will furnish to Lessee a written waiver of any lien, claim or encumbrance upon the Site Equipment from Lessor, or any mortgagee or ground lessor of the Property or any part thereof. Lessor agrees that it shall notify any purchaser of the Property or the Building, and any subsequent mortgage or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lessee and any of its lenders and financing entities. Lessor consents to any lender's or other financing entity's claims and demands of every kind against the Site Equipment. Lessor agrees that the Site Equipment shall not be subject to distraint or execution by, or to any claim of, Lessor.

(b) Right and Responsibility to Finance. Lessor acknowledges that Lessee may enter into financing arrangements including loan and security agreements and equipment leases for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Site Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any payment due or to become due hereunder and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee may further grant security interests in, or assign Lessee's interest hereunder to financing entities for purposes of securing the Site Equipment debt.

(c) Right of Refinancing. After the Site Equipment is placed in service, Lessee may consummate refinancing of the Site Equipment debt in compliance with this section.

4. Interpretation. The purpose of this Memorandum is to give public notice of the existence of the Agreement. In the event, however, of any inconsistency between this Memorandum and the terms and conditions of the Agreement, the Agreement shall prevail.
5. Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum by their duly authorized representatives, as of the day and year first written above.

LESSEE:

TECHNOLOGY CREDIT CORPORATION,
a California corporation

By: _____

Name: _____

Title: _____

LESSOR:

**EL DORADO HILLS COUNTY WATER
DISTRICT,**
a California county water district

By: _____

Name: _____

Title: _____

[ACKNOWLEDGMENTS ON NEXT PAGE]

EXHIBIT A

Legal Description of Solar Site



LOCAL AGENCY FORMATION COMMISSION
550 Main Street, Suite E. Placerville, CA 95667
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

M E M O

DATE: April 5, 2021

TO: Special District Selection Committee

FROM: José C. Henríquez, Executive Officer 

SUBJECT: **Instant Runoff Election of Regular Special District Representatives to El Dorado LAFCO**

Election of Special District Representatives to LAFCO

Thank you for submitting nominations for the Special District Representatives election.

At the time a minimum number of ballots are received to establish a quorum, in order to be selected as a LAFCO Representative, a nominee must receive more than fifty-percent (50%) of the submitted votes. If none of the candidates receive the necessary majority of votes, LAFCO will conduct an “instant runoff election” in the interest of avoiding the additional costs of a runoff election. An informational explanation describing this election process is included for your convenience.

Also enclosed with this memo you will find a ballot and a copy of each candidate’s Statement of Qualifications received as of the date of this memo.

Please note that there are two regular (voting) seats that are up for election. Whomever receives the highest number of votes in this election will serve as the regular member for a new four-year term. The second top vote getter will serve as a regular member of a two-year term. Should Michael Saunders, who currently serves as the current special district alternate, be elected to one of the two regular seats, then the third highest vote getter becomes the new alternate special district member to LAFCO for a two-year term.

Please take the opportunity to fill out the ballot, ranking each nominee in the order of preference using “1” for your first preference, “2” for second, and so on. It is okay to vote for only one person; however, ranking additional candidates *will not* help defeat your first-choice candidate. Please do not mark the same number beside more than one candidate and do not skip numbers.

S:\Elections\2021 Special District Election\2021 SDE Ballots\2021 Special District Election Memo.docx

COMMISSIONERS

Public Member: Michael Powell • Alternate Public Member: Holly Morrison
City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia “Patty” Borelli
County Members: John Hidayl, Wendy Thomas • Alternate County Member: George Turnbo
Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
Malathy Subramanian, Commission Counsel

The nominees, in alphabetical order, are:

- 1) Robert "Bob" Chigazola
- 2) Tim Palmer
- 3) Michael Saunders
- 4) Monique Scobey
- 5) Brian Veerkamp
- 6) Tim White

Election Deadline

The voting period will be 86 days from April 5, 2021; all votes are due in writing on or before **5:00 pm** on **June 30, 2021**. Voting will cease on this date or whenever a quorum of special districts is reached, whichever occurs later. Please do not forget to have the presiding officer (Board President or Chair) of the board meeting in which you made your selection sign the returned ballot.

Signature on Returned Ballot

If the presiding officer is unable to vote, the legislative body of the district may designate another board member to cast the ballot in place of the presiding officer. Board members designated by their district board to vote in place of the presiding officer should provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. District managers or other staff members **may not** substitute their signature for the presiding officer's signature.

Additionally, if the presiding officer has changed since the last Special District Representative Election, please provide supporting documentation to LAFCO about the change so that LAFCO staff can update its records.

If any of these requirements are not met, the ballot will be considered invalid.

Thank you for your time and please feel free to contact me or any member of my staff at (530) 295-2707, if you have any questions.



LOCAL AGENCY FORMATION COMMISSION
 550 Main Street, Suite E. Placerville, CA 95667
 (530) 295-2707 • lafco@edlafco.us • www.edlafco.us

ELECTION BALLOT

Special District Representative to LAFCO Regular Seats

**The election ends on JUNE 30, 2021 at 5:00 p.m. or until a quorum of
Special District ballots is received, whichever occurs later.**

Rank the nominees in preferential order, "1" being the first preference, "2" being the second, and so on.

Name, District	Ranking
Robert "Bob" Chigazola, Grizzly Flats Community Services District	1 2 3 4 5
Tim Palmer, Georgetown Divide Resource Conservation District	1 2 3 4 5
Michael Saunders, Georgetown Divide Public Utility District	1 2 3 4 5
Monique Scobey, Cameron Park Community Services District	1 2 3 4 5
Brian K. Veerkamp, El Dorado Irrigation District	1 2 3 4 5
Tim White, El Dorado Hills County Water District (EDH Fire)	1 2 3 4 5
District has decided not to vote in this election (please circle →)	NO VOTE

SIGNATURE OF PRESIDING OFFICER (Original Signature Required):

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot.

PRINTED NAME OF PRESIDING OFFICER (Required):

AGENDA ATTACHED (Optional): Yes _____ No _____

Email to: lafco@edlafco.us
OR
 Mail to: **El Dorado LAFCO**
550 Main Street, Suite E
Placerville, CA 95667

IMPORTANT

**Please return this ballot with or without a vote.
If you choose not to vote, the presiding officer's signature is still required.**

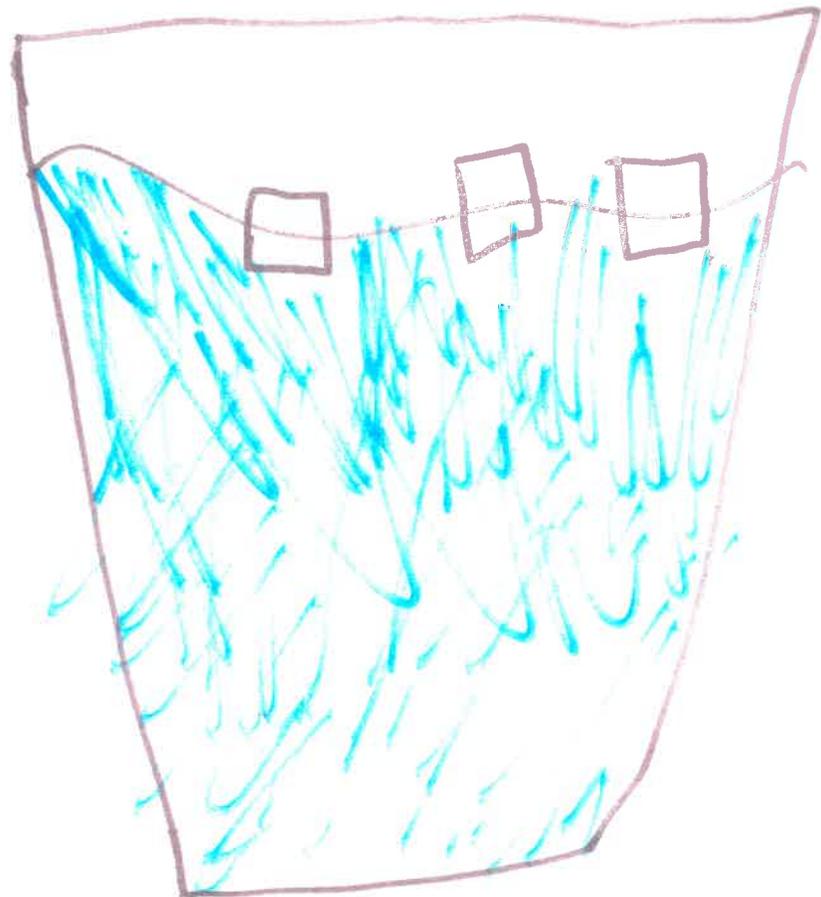
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COMMISSIONERS
 Public Member: Michael Powell • Alternate Public Member: Holly Morrison
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 County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnbo
 Special District Members: Tim Palmer, Vacant • Alternate Special District Member: Michael Saunders
 STAFF
 José C. Henriquez, Executive Officer • Erica Sanchez, Assistant Executive Officer
 Malathy Subramanian, Commission Counsel

Thank you for your
services. to Battalion

Chief Moreno

~~from~~ form
form Brady



Dear First Responders,
Thanks so much for taking
the risk to work on the front line
and help those in need. It
is because of your efforts,
experience and kindness that
we will get over this pandemic.
Thank you!

in memory
District Church
EDH, CA



Dear Fighter of Fires,
Thank you for keeping us
safe during this time. You don't
get the recognition you deserve.
In these trying times take heart
God has you embraced in His
arms!

The Hofacre Family



You ARE AMAZING! Thank You
for your selfless acts of
Kindness to help others.
I pray for Blessings for you and
those you help.

 DISTRICT.CHURCH

Chere

Thank
You for your
sacrifices and
service!

 DISTRICT.CHURCH

Thank you for your suffer
Chief Battalion Mor-ENO.

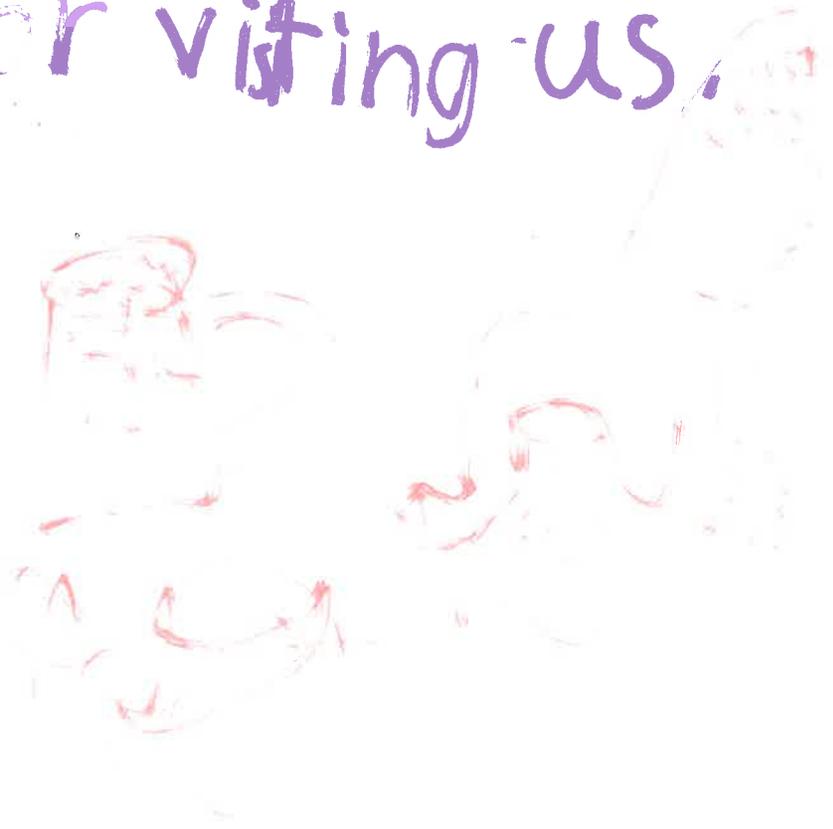
Ft am Breh



Mr. Cy

Thank you ☺

Battalion chief,
Morane ho
for visiting us.



Dear First Responder,
Thank you. You are an
amazing person. I appreciate
you putting yourself on
the front line to help those
in need. Your care and
experience with help us
get through this pandemic
stay safe and take care
MOMMA



Dear Friend,

I want to sincerely thank you for your
kindness and sacrifices for our community.
Because of people like you, we are all more
safe, secure & healthy.

I am praying a blessing over your life
right now so when you receive this,
please accept this gift of peace, prosperity,
good health and whatever you may need.
May the Lord richly bless you, Amen



Matthew 25:31-46