

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Stacey Yankee, District Administrator
Matt Lemcke, Administrative Services Manager

Date: January 15, 2026

Subject: Contract between SitelogIQ and CRPD to develop a Solar Feasibility Plan for La Sierra Community Center as part of the 2022 GO Bond Series 2025

Introduction/Background:

As part of the bid for the 2022 GO Bond – Series 2025 requirements for La Sierra Community Center’s parking lot redesign, the request was made to each vendor to highlight cost-saving measures & sustainable solutions such as integration of solar energy systems. The winning bidder for the project was MTWGroup, and their submission included a recommendation to work with SitelogIQ due to their extensive experience in partnering with local government to design sustainable energy infrastructure.

CRPD must contract directly with SitelogIQ in order to comply with Government Code 4217 without violating Government Code 1090.

On November 25, 2025 SitelogIQ submitted a proposal to CRPD for a feasibility study to research, review, and provide a proposal for the implementation of facility improvements, energy conservation, energy generation, or energy management services to be included in the redesign of the main parking lot at La Sierra Community Center. The feasibility study would cost \$27,500.

Recommendation:

Staff proposes that the Carmichael Recreation and Park District Advisory Board of Directors approve the contract with SitelogIQ to perform a Solar Feasibility Study for the La Sierra Community Center as part of the 2022 GO Bond – Series 2025.

**AGREEMENT BETWEEN
CARMICHAEL RECREATION AND PARK DISTRICT AND
SITELOGIQ TO PERFORM ENERGY PROJECT FEASIBILITY SERVICES**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025, by and between Carmichael Recreation and Park District, a park district existing under authority of Public Resources Code Section 5780 et seq., hereinafter referred to as "CRPD," and SITELOGIQ, a California Corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, CRPD is the owner and operator of La Sierra Community Center, hereinafter referred to as "LSCC";

WHEREAS, CRPD desires to obtain the services of a consultant to provide services for an energy services feasibility study on the potential development of solar capabilities within LSCC;

WHEREAS, CRPD AND CONTRACTOR desire to enter into this Agreement whereby CONTRACTOR will provide an Energy Services Agreement to CRPD on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CRPD and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

- A. CONTRACTOR will conduct a site visit to LSCC to perform a physical audit and collect data. CRPD will cooperate and collaborate with CONTRACTOR during this phase by providing copies of requested data, including (if available): site and system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.
- B. CRPD will make operational personnel available at reasonable times for in-person and telephone interviews with CONTRACTOR to answer questions about existing facilities conditions, operating profile and existing equipment operation.
- C. Where operational data is not available to support the analysis, CONTRACTOR will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
- D. CONTRACTOR will analyze the potential for energy generation measures.
- E. CONTRACTOR will recommend energy management and on-going monitoring services.
- F. For each of the targeted Energy Conservation Measures (ECMs), CONTRACTOR will calculate estimated (projected) operating costs and then

compare to existing operating costs. CONTRACTOR will evaluate existing conditions using data-logged or stipulated and mutually agreed operational schedules.

- G. CONTRACTOR will prepare a return on investment analysis (consistent with CRPD's preferred evaluation methods based on agreed upon Economic Criteria noted below).
- H. CONTRACTOR will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment 1 for the list of discussed potential ECM's to be evaluated.
- I. CONTRACTOR will present the results to CRPD as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 5% and including future maintenance & repair costs. As a result, CONTRACTOR will present *True Cost of Ownership* to CRPD for their review and consideration.

II. **TERM**

This Agreement shall be effective and commence as of the date first written above and shall end June 30, 2026.

III. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO CRPD:
Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608

TO CONTRACTOR:
SitelogIQ
1651 Response Rd #300
Sacramento, CA 95815

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. **COMPLIANCE WITH LAWS**

- A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
- B. Economic Sanctions: Pursuant to California State Executive Order N-6-22 ("Order") imposing economic sanctions against Russia and declaring support of Ukraine, CRPD shall terminate any contract with any individual or entity that is in

violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by CRPD. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by CRPD.
- B. CONTRACTOR further certifies to CRPD that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal, State or County government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of CRPD and shall be delivered to CRPD upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by CRPD. CRPD recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of CRPD. CRPD is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds CRPD harmless from any and all claims that may be made against CRPD based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of CRPD as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and CRPD shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of CRPD, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CRPD employee, right to act on behalf of CRPD in any capacity whatsoever as agent, nor to bind CRPD to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by CRPD to employees of CRPD.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.
- F. Consistent with California Government Code Section 1097.6, CONTRACTOR duties and services under this Agreement shall not include preparing or assisting CRPD with any portion of the CRPD's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or

additional contract with CRPD. CRPD at all times retains responsibility for public contracting, including with respect to any subsequent phase of the project(s) proposed under this agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with CRPD to ensure that all potential participants in a future project proposed under this agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide CRPD with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by CRPD shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from CRPD: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between CRPD and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from CRPD, CONTRACTOR agrees to indemnify and hold harmless CRPD from any and all claims that may be made against CRPD for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that CRPD has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against CRPD should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to CRPD, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with CRPD's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;

5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts;
and
 9. Undertake such other good neighbor practices as determined appropriate by CRPD, based on CRPD's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If CRPD finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, CRPD shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, CRPD shall take such actions as are necessary to implement the necessary corrective action. CRPD shall deduct any actual costs incurred by CRPD when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with CRPD.

XVII. PUBLIC COMMUNICATIONS

CONTRACTOR agrees to promptly inform CRPD of any public communications or public outreach activities related to the program and/or project. CONTRACTOR shall submit drafts of any press releases or promotional materials for review and approval by CRPD prior to dissemination.

XVIII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures CRPD that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of CRPD, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of CRPD employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XIX. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CRPD, its Board of Supervisors, officers, directors, officials, employees, authorized volunteers, and agents (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, arising out of or resulting from CONTRACTOR's performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of an Indemnified Party.
- B. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR, CONTRACTOR's subcontractors, or any party used by CONTRACTOR in performance of this Agreement.

- C. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

XX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that CRPD shall not pay any sum to CONTRACTOR under this Agreement unless and until CRPD is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XXI. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by CRPD, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to CRPD under this Agreement.

XXII. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with Sacramento County's Web Accessibility Policy.

XXIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by CRPD in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by CRPD **on a monthly basis**. Invoices shall be submitted to CRPD no later than the fifteenth (15th) day of the month following the invoice period, and CRPD shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. CRPD operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month

after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by CRPD unless CONTRACTOR has obtained prior written CRPD approval to the contrary.

- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, CRPD may withhold payment until such non-compliance has been corrected.

XXIV. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of CRPD personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from CRPD before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by CRPD for the performance of any subcontractor whether approved by CRPD or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of CRPD.
- C. The DIRECTOR has authority to approve assignment of this Agreement under paragraphs (A) and (B), above.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this

Agreement shall be binding upon CRPD unless agreed in writing by DIRECTOR and counsel for CRPD.

This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

XXVII. SUCCESSORS

This Agreement shall bind the successors of CRPD and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the District Administrator, or his/her designee. DIRECTOR shall administer this Agreement on behalf of CRPD and is authorized to make administrative amendments to this Agreement on behalf of CRPD relating to scope of work or services; pricing; performance standards, milestones, schedules, and timelines; management practices; and similar matters to long as such amendments do not affect the Total Maximum Payment Amount set forth in Exhibit C (including adjustments authorized under this Agreement and Sacramento County Code § 2.61.440). Unless otherwise provided herein or required by applicable law, DIRECTOR shall be vested with all the rights, powers, and duties of CRPD herein. With respect to matters subject to the approval, satisfaction, or discretion of CRPD, DIRECTOR's decision in such matters shall be final.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. CRPD shall not be required to make payments

for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXII. TERMINATION

- A. CRPD may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by CRPD to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. CRPD may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, CRPD may proceed with the work in any manner deemed proper by CRPD. If notice of termination for cause is given by CRPD to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. CRPD may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to CRPD is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in CRPD's yearly proposed and/or final budget are not appropriated by CRPD for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by CRPD as a result of mid-year budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed

bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall CRPD pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- F. DIRECTOR has authority to terminate this Agreement under paragraphs (A), (B), and (C), above.

XXXIII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. CRPD shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to CRPD are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to CRPD with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXIV. AUDITS AND RECORDS

Upon CRPD's request, CRPD or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as CRPD deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon CRPD's request at CRPD's expense. CRPD shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CRPD and

CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CRPD and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor CRPD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall be deemed one and the same agreement. The Agreement shall be deemed executed when it has been signed by both parties.

Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is

duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XLI. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, and C attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to duly executed as of the day and year first written above.

CRPD

SITELOGIQ

By: _____

By: _____

Name: Stacey Yankee

Name: Eddie Jordan

Title: District Administrator

Title: Vice President of Development

Date: _____

Date: _____

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Elizabeth Pollock

Date: 12/15/25

**EXHIBIT A to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "CRPD",
and SITELOGIQ,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(s)

Facility Name(s): La Sierra Community Center

Street Address: 5325 Engle Rd.

City and Zip Code: Carmichael, CA 95608

II. DESCRIPTION OF SERVICES

- A. The scope of services to be provided by this Agreement consists of those services set forth in the CONTRACTOR's Proposal dated November 25, 2025, and attached hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.
- B. The CRPD DIRECTOR, or designee, may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of CRPD.

III. SCHEDULE

CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between DISTRICT and CONTRACTOR.

IV. RESPONSIBILITIES OF DISTRICT AND CONTRACTOR FOR SCOPE

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Sacramento County Engineer, The Landscape Architect or the DISTRICT's Project Manager, who shall have the right to reject any and all materials and supplies furnished by the CONTRACTOR

which do not comply with said plans and specifications, together with the right to require CONTRACTOR to replace any and all work furnished by CONTRACTOR which is not, either in workmanship or material, in strict accordance with said plans and specifications.

CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the DISTRICT shall not be deemed to constitute acceptance or waiver by the DISTRICT of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors.

V. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

VI. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the DISTRICT without the prior written consent of DISTRICT, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the DISTRICT or CONTRACTOR.

VII. PROJECT PERSONNEL

DISTRICT:

NAME: James Perry, Project Manager

PHONE: (916) 416-3765

EMAIL: jperry@carmichaelpark.com

NAME: Stacey Yankee, District Administrator

PHONE: (916) 485-5322

EMAIL: syankee@carmichaelpark.com

CONTRACTOR: SitelogIQ

NAME: Eddie Jordan, Vice President of Development

PHONE: (916) 914-1929

EMAIL: eddie.jordan@sitelogiq.com

EXHIBIT B to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "CRPD",
and SITELOGIQ, hereinafter referred to as "CONTRACTOR"

I. MINIMUM SCOPE OF INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its employees, agents, representatives, subcontractors, or any other party for which CONTRACTOR is legally liable.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, CRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR.

III. **INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **Additional Insured Status:** The CRPD, its Board of Supervisors, and all CRPD officers, officials, employees, volunteers, and agents ("Additional Insureds") are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This also applies to any CONTRACTOR Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy:** The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the CRPD.
5. **Waiver of Subrogation:** CONTRACTOR hereby grants to CRPD a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the CRPD by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CRPD has received a waiver of subrogation endorsement from the insurer.
6. **Self-Insured Retentions:** Self-insured retentions (“SIR”s) must be declared to and approved by the CRPD in writing. The CRPD may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or CRPD. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Additional Insureds. The CRPD may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONTRACTOR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The CRPD reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the CRPD Risk Manager.

8. **Claims Made Policies:** If any of the required policies provide claims-made coverage (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
9. **Verification of Coverage:** CONTRACTOR shall furnish the CRPD with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the CRPD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CRPD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the CRPD to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the CRPD.
10. **Severability of Interest:** The CONTRACTOR 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
11. **Subcontractors:** If CONTRACTOR uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additional Insured to the CONTRACTOR’s required insurance coverage or required by the CONTRACTOR to comply with equivalent insurance and conditions of this section.
12. **Maintenance Of Insurance Coverage:** CONTRACTOR shall provide CRPD with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify CRPD if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR

shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

- 13. Special Risks or Circumstances:** CRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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EXHIBIT C to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "CRPD",
and SITELOGIQ, hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

I. BUDGET

- A. Compensation under this Agreement is as follows:
- B. The Maximum Total Payment Amount under this Agreement is \$27,500. Maximum payment amount includes reimbursable expenses.
- C. Per the note under "Development Fee" in Attachment 1:
 - a. In the event that CRPD enters into a contract with the CONTRACTOR for the implementation of the Energy Conservation Measures (ECM) that are determined through this study within 60 days after the proposal is presented to CRPD, then the \$27,500 cost will be waived.
 - b. If CRPD should enter into a contract at a later date with the CONTRACTOR, then the \$27,500 cost will be credited towards the project's total cost.
 - c. If the CONTRACTOR cannot meet the Economic Criteria as set forth in Attachment 1, then CRPD will not have any cost charged for these services.
- D. Invoices shall be submitted to CRPD no later than the fifteenth (15th) day of each month following the invoice period, and CRPD shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- E. CRPD operates from a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 10. Invoices submitted after July 5 for the prior fiscal year shall not be honored by CRPD unless CONTRACTOR has obtained prior written CRPD approval to the contrary.
- F. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- G. In the event CONTRACTOR fails to comply with any provisions of this Agreement, CRPD may withhold payment until such non-compliance has been corrected.

II. COMPENSATION COMPONENTS

Includes the labor, materials and supplies to perform contracted services, outlined in the Proposal dated 11/25/2025.

Site Analysis
Final Feasibility Report
Cost & Budgetary Estimates
Financial Analysis including ROI
Formal Presentation to CRPD Staff

III. ITEMIZED TASKS AND SUBTASKS

If CONTRACTOR'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of CRPD. CONTRACTOR shall promptly notify CRPD in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. CRPD'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

IV. WORK NOT IN SCOPE OF SERVICES

CONTRACTOR shall immediately notify CRPD'S Project Manager in writing of any work that CRPD requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Administrator approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

V. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION

CONTRACTOR shall notify CRPD'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.



November 25, 2025

Name: Stacey Yankee
Title: District Administrator
Company: Carmichael Recreation and Park District (CRPD)
Address: 5750 Grant Avenue, Carmichael, CA 95608

RE: Energy Services Project Feasibility and Letter of Agreement (LOA)

Dear Stacey Yankee:

This Letter of Agreement (LOA) is intended to briefly describe the manner in which SitelogIQ and Carmichael Recreation and Parks District (Client) will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: Carmichael Recreation and Park District (CRPD)

Facility Location(s):

- La Sierra Community Center – 5325 Engle Rd, Carmichael, CA 95608

Area of Focus:

SitelogIQ will provide a proposal and Energy Services Agreement for the implementation of facility improvements, energy conservation, energy generation, or energy management services.

Scope of Services:

SitelogIQ will conduct a site visit to the Facility(ies) to perform a physical audit and collect data. The Client will cooperate and collaborate with SitelogIQ during this phase by providing copies of requested data, including (if available): Site and system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.

Client will also make operational personnel available at reasonable times for in-person and telephone interviews with SitelogIQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.

Where operational data is not available to support the analysis, SitelogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.

SitelogIQ will also analyze the potential for energy generation measures.

SitelogIQ will recommend energy management and on-going monitoring services.

For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.

SitelogIQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).

SitelogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.

The results will be presented to client as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 5% and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the client for their review and consideration.

Clarification on SitelogIQ's Obligations:

Consistent with California Government Code Section 1097.6, SitelogIQ's duties and services under this LOA shall not include preparing or assisting the Client with any portion of the Client's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Client. The Client enters this LOA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the project(s) proposed under this LOA. SitelogIQ's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. SitelogIQ shall cooperate with the public entity to ensure that all potential participants in a future project proposed under this LOA have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by SitelogIQ pursuant to this LOA.

Client Responsibilities:

In order for SitelogIQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) SitelogIQ with the data requested in Attachment B.

Development Efforts:

Client acknowledges that SitelogIQ will incur considerable expense in developing the Project. This expense includes the cost to by SitelogIQ's development team, the cost to visit the Site, and the cost to prepare the financial proforma. SitelogIQ is acting hereunder as an independent contractor and not as an agent or employee of the

Client. SitelogIQ shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

Ownership of Work:

All work products, including all proforma's, schedules, and scope of work documentation provided by SitelogIQ, will only become the property of the Client upon execution of a binding, irrevocable contract between the Client and SitelogIQ for the implementation of the ECMs proposed by SitelogIQ or full payment of the Development Fee. Notwithstanding the foregoing, to the extent that any tangible work documentation produced by SitelogIQ contains SitelogIQ's pre-existing materials (including but not limited to templates, forms, and other SitelogIQ -created materials), SitelogIQ will remain the sole and exclusive owner of all such pre-existing materials.

Interconnection Application:

If applicable, SitelogIQ may request important Distribution System information from the local utility regarding planned solar interconnection points, **prior** to submitting an Interconnection Application during construction of a Solar Generation PV Array or Battery Storage system. The purpose is to avoid or address early in the design phase any existing utility infrastructure that may prohibit or delay the construction of a Solar Generation PV Array or Battery Storage system at any of the listed locations below.

- Land/Building, at La Sierra Community Center, 5325 Engle Rd, Carmichael, CA 95608

Development Fee:

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

1. Fee/Rate of: \$27,500 Fixed Fee.

In the event that the Client enters into a contract with SitelogIQ for the implementation of the ECMs within 60 days after presenting the Proposal, then SitelogIQ's cost to develop the Proposal will be waived. If the Client enters into a contract with SitelogIQ at a later date, the Development Fee paid by the Client will be credited toward the project's total implementation cost.

If SitelogIQ cannot meet the Economic Criteria Client will not compensate SitelogIQ the Development Fee.

Economic Criteria:

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

1. Provide a self-funded program, which pays for itself through expense reductions and minimizes the Client's contribution and meets the requirements of California Government Code 4217.10 et seq.

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

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

Acceptance of Letter of Agreement

This agreement is between <Client> and SitelogIQ, Inc.

Client:

SitelogIQ

Name:

Name:

Title:

Title:

Date:

Date:

**Attachment A:
Potential Facility Improvement, Energy Conservation, Energy Generation, and
Energy Management Measures to be considered**

1. Co-generation and Microgrid
2. Solar Generation
3. Energy Storage Batteries
4. Electric Vehicle Charging

Attachment B:
Pre-audit Information Request

#	Must Have	Nice to Have
Utility Information		
1	Electric, Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. Customer Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
3	Copies of actual Utility bills for one year	Kilo Watt (kW) and Kilo Volt Amp (kVA) Data: Monthly Peaks & 15-minute interval
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
Facility Information		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)

5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan
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