

**Memorandum
Office of Jenine Windeshausen
Treasurer-Tax Collector**



To: The Board of Supervisors
From: Jenine Windeshausen, Treasurer-Tax Collector
Date: December 8, 2009
Subject: Placer mPOWER AB 811 Actions Related to Program Development

Action Requested:

- 1) Pass the Resolution of Intention declaring the County's intention to finance distributed generation renewable energy sources, energy efficiency improvements and water efficiency improvements through the use of voluntary contractual assessments pursuant to Chapter 29 of Part 3 of division 7 of the California Streets and Highways Code and setting a public hearing for the matter.
- 2) Authorize the establishment of an enterprise fund for the budgeting, reporting and financial transactions of the Placer mPOWER program, and approve the attached budget revision for the revenues and expenditures in the enterprise fund.
- 3) Authorize the Treasurer-Tax Collector to execute a contract with Jones Hall for bond counsel and program related legal services in an amount not to exceed \$125,000.
- 4) Authorize the Treasurer-Tax Collector to execute a contract with Goodwin Consulting Group for assessment lien administration services in an amount not to exceed \$90,000.
- 5) Authorize the Treasurer-Tax Collector to execute a contract with Capitol Public Finance Group LLC for financial consulting related to structuring the program financing in an amount not to exceed \$8,000.
- 6) Pass a resolution authorizing the submission of a grant to the California Energy Commission in an amount not to exceed \$3 million and authorizing the Treasurer-Tax Collector to take related actions.

Background:

On October 6, 2009, your Board authorized the Treasurer-Tax Collector to initiate implementation activities for the Placer mPOWER AB 811 program and to return to the Board with the necessary action items. The preliminary set of actions that your Board is asked to take today is needed in order to continue the development and successful implementation of the program.

Since that time AB 474 has been passed into law and becomes effective January 1, 2010. AB 474 formally adds water efficiency measures as an authorized improvement and makes additional provisions in establishing voluntary assessment programs. The additional provisions include the requirement of a 60 day notice to all water and electricity providers within the proposed district, and the requirement to record a disclosure notice for all properties subject to the voluntary contractual assessment.

Resolution of Intention (ROI):

The ROI is required under AB 811 and AB 474 as the first step in establishing the assessment district. The ROI includes the following provisions:

- Designating the territory of the assessment district as the county boundaries
- Allowing properties in the incorporated areas of the County to be eligible for the program. The city or town council must adopt a resolution consenting to the inclusion of properties in the incorporated area to participate and authorize a city official to enter into an agreement specifying the city or town and the counties responsibilities related to the program
- Generally describing the financing arrangements for the program including the issuance of bonds, use of county funds, grant funds and through other arrangements
- Specifying that the voluntary contractual assessments may be subject to foreclosure and that the County will establish criteria for determining parcels eligible to participate in the program
- Directing the Treasurer-Tax Collector to prepare the Program Report which includes:
 - A district boundary map
 - Draft contract for the voluntary property assessment
 - List of Authorized Improvements
 - Authorized signor of the assessment contracts
 - Total amount to be authorized for voluntary contractual assessments (\$33 million)
 - Method for prioritizing property owner request in the event funding is exhausted
 - Parameters for extending the program into incorporated areas,
 - The Program financing plan
 - A report on consultations with the Auditor concerning assessment roll fees
- Ordering a public hearing to be held on January 26, 2010 regarding the above report and the Program
- Establishing the manner of collection for the assessments (on the property tax roll)
- Acknowledging that proper notice has been given the to water and energy providers as required

Enterprise Fund and Program Budget:

In order to facilitate program implementation, the program needs to have an operating fund established. The Board must authorize the establishment of the fund. To facilitate the transactions and cash flows necessary for full cost-recovery, the fund should be established as an enterprise fund. The Treasurer-Tax Collector has completed a proposed budget for your approval. The Board must adopt the proposed budget as a budget revision that is operative immediately and would be effective through June 30, 2010. The total proposed budget is \$848,409. This amount includes costs for program start-up (office equipment and supplies, computers and computer programs), staffing, facilities, and for contract services related to marketing, bond counsel, assessment lien administration, financial advisor, title search, and web site development. The budgeted revenue includes proceeds from the debt financing arrangement. A proposed budget will be submitted as part of the regular budget process for the 10/11 fiscal year.

Bond Counsel and Program Legal Services:

The bond and voluntary assessment related components of the program requires specialized outside legal counsel to review all property related program documents and to develop the legal documents related to the issuance of debt to finance the program. The outside counsel will also issue a legal opinion on the program financing and assist with a court validation of the program financing. The firm of Jones Hall exclusively represents local government agencies and they have extensive experience related to assessment district financing. The firm has emerged as a leader in AB 811 program development in California and in related programs nationwide. Nationally they have become influential in the dialogue on PACE (Property Assessed Clean Energy) programs. As outside counsel they will also support the program steering committee which is responsible for providing program guidance on policies and on application approvals for assessments outside the established parameters and thresholds for program staff.

Assessment Lien Administrator:

An assessment lien administrator is needed to support the program. The property owner application process will include certain disclosures to property owners regarding interest rate, annual assessment amount and total assessment repayment amount. After funding has been advanced, the assessment and related calculations will need to be compiled into the annual assessment levy and transmitted to the Auditor for inclusion on the property tax roll. Goodwin Consulting Group has considerable assessment district financing experience and has previously provided the County with financial expertise related to land based financing. The assessment lien administrator will also support the program steering committee responsible for providing program guidance on policies and on application approvals for assessments outside the established parameters and thresholds for program staff.

Financial Advisor:

A financial advisor is needed to assist in determining the interest rates on borrowings used to finance the Program. This rate will be a determiner in setting the rate for the property owner voluntary assessments. The Financial Advisor will also assist in the structuring of the initial debt financing to be purchased by the County Treasurer and will assist with structuring a future public debt offering that will allow for the initial borrowing to be successfully refinanced into a new public debt borrowing. The firm of Capitol Public Finance Group has assisted the County in the past with both assessment district and Mello Roos financing and with certificates of participation and tobacco securitizations.

California Energy Commission Grant:

Federal stimulus funds for AB 811 programs are being distributed by the California Energy Commission through a competitive grant process. The grant application is due December 21, 2009 and must be accompanied by a resolution of the Board authorizing the application, specifying the amount of the grant and making a finding that there is not a CEQA requirement.

On October 30 2009, the Treasurer Tax Collector submitted a non-binding Notice of Intention to submit a competitive proposal for AB 811 grant funding. The grant period covers a two year funding period. The NOI submitted identifies grant funding for start up costs, legal and financial advisory services, lien administration, marketing development, HERS (Home Energy Rating System) training and education and tracking of: greenhouse gas reduction, energy savings, economic impact, work force development and job creation. Although grant funding is available for direct benefits to property owners including interest rate buy-downs, our grant proposal does not include any funding that has directly to do with property owner assessments as this would trigger federal Davis Bacon prevailing wage provisions for the contractors making the property improvements.

The grant may be approved in part, in full, or may be denied. If awarded the grant funding is made available on a reimbursement basis. Tracking of green house gas emissions, energy savings, economic impact, work force development and job creation and HERS services are not currently included in the Program budget or plans. These program components will be included to the extent grant funding is made available. In that event, an item will be brought before your Board to expand the program based on the grant funding and to authorize any necessary budget revisions related to the grant funding.

Follow-up and Further Discussion Items

Departmental Charges: There are certain departmental costs associated with the Program. Most of these costs currently have a mechanism for cost recovery. The annual assessment levy that will be placed on the property tax roll is subject to a 1% charge from the Auditor. Building inspections provided to property owners participating in the program will be charged based on the current fee schedule. The same is true for recording fees necessary to file the contractual assessments. Other costs incurred by county departments can be recovered through the program by journal voucher through the PAS system. Additionally when no building inspection is required, fee may be needed to provide inspections to verify that improvements are made. Once it is determined how these inspections will be handled, a fee ordinance may be required at a future date to recover the cost of the inspection.

Program Staff and Outside Contractors: The proposed program plan and budget includes the use of both outside contractors and county employees for staffing. Outside contractors will include title search services, assessment lien administration, marketing, web design, legal counsel, financial advisor and data base management. Employees will be needed to staff a customer service store front and application processing. The Treasurer-Tax Collector is pursuing staffing alternatives with the Personnel Department and County Executive Office. This staffing plan will likely be based on contract arrangements with other departments for employees. Should it be necessary, the Treasurer-Tax Collector will return to the Board of Supervisors to approve any additional position allocations required to operate the Program.

Storefront Site: We have estimated the space necessary for the store front to be 2,000 square feet. We have been in contact with Facility Services regarding potential space for the Program storefront. Facility Services has indicated that space may be available in the CDRA building at approximately \$1 per square foot including utilities. They also indicated that rented space in a commercial center would be approximately \$2 per square foot including utilities. Additionally, the City of Roseville has offered free space for the Program. We will be continuing discussions with Facility Services and the City of Roseville to determine the most feasible approach to the storefront location.

Next Steps:

These next steps are essentially consistent with the next steps provided at the October 6th Board of Supervisors meeting. Due to the new 60 day noticing requirements in AB 474, we are on target for program start-up in early February instead of early January. Following is the plan for future Board actions. This plan may need to be modified as the program develops and stakeholder input is considered.

January 12, 2010:

Board of Supervisors

Approve contracts for additional program services:

- 1) Web Design
- 2) Title Search
- 3) Program Marketing

January 26, 2010:

Board of Supervisors

- 1) Conduct a public hearing. The purpose of the public hearing is to give the public a chance to comment on the Program and the Program Report prepared by the Treasurer-Tax Collector which will include a draft copy of the assessment contract and the financing plan.
- 2) Approve a resolution forming the district and approving the Program Report prepared by the Treasurer-Tax Collector.
- 3) Approve a resolution authorizing the Treasurer-Tax Collector to make an investment exceeding five years to maturity (purchase of the assessment bonds).
- 4) Approve financing documents including but not limited to:
 - a. Bond Purchase Contract
 - b. Lending Agreement between the County and the Placer County Public Financing Authority
 - c. Bond Indenture

Placer County Public Financing Authority

- 1) Conduct a public hearing regarding the financing of public capital improvements.
- 2) Approve financing documents including but not limited to:
 - a. Bond Form
 - b. Bond Purchase contract between the County and the Placer County Public Financing Authority
 - c. Bond Indenture

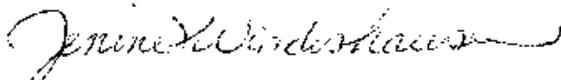
Administratively, the Treasurer-Tax Collector is conducting a technical review with stakeholders regarding the qualified improvements, and continuing to meet and collaborate with various stakeholders.

All cities have, by resolution, unanimously approved participation in the program. After the Board has passed the ROI giving the Treasurer-Tax Collector authorization, she will enter into the cooperative agreements with the cities and town to provide the program in the incorporated areas. The terms of the cooperative agreement are that the city/town will assist in the promotion of the program and provide building permits and inspections on the same terms that they would provide property owners not participating in the program. A draft of the cooperative agreement is attached.

Fiscal Impact:

There is no direct fiscal impact on the General Fund or on other funds under the control of the Board of Supervisors related to the start up or ongoing management of the program. The proposed program budget which is attached identifies in detail the program expenses and revenues. Initial funding is accomplished through a debt issued by the Placer County Public Financing Authority purchased for the Treasurer's Investment Pool, and a lending agreement between the Financing Authority and the County. Full cost recovery is estimated to occur over a four year period.

Respectfully submitted,



Jenine Windeshausen
Treasurer-Tax Collector

Attachments:

- 1 Resolution of Intention
- 2 Placer mPOWER Budget Revision
- 3 Placer mPOWER Proposed Budget
- 4 Jones Hall Contract
- 5 Goodwin Consulting Group Contract
- 6 Capitol Public Finance Group
- 7 California Energy Commission Grant Resolution
- 8 City/Town Draft Cooperative Agreement
- 9 Placer mPOWER AB 811 Program Update

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of:

Resol. No: _____

Declaring the County of Placer's Intention to Finance Distributed Generation Renewable Energy Sources, Energy Efficiency Improvements and Water Efficiency Improvements Through the Use of Contractual Assessments Pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code and Setting a Public Hearing Thereon

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on December 8, 2009 .

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act") authorizes the Board of Supervisors to enter into contractual assessments to finance the installation of distributed generation renewable energy sources and energy efficiency improvements and, effective January 1, 2010, water efficiency improvements, that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, the County wishes to declare its intention to establish a program (the "Program"), pursuant to which the County, subject to certain conditions set forth below, would enter into contractual assessments to finance the installation of Authorized Improvements in the County; and

WHEREAS, in the opinion of this Board, property in the incorporated areas within the County would benefit from participation in the Program; and

WHEREAS, the County is willing to extend the Program into incorporated areas, provided that (i) the governing body of the town or city adopts a resolution consenting to inclusion of parcels within the town or city in the Program and authorizing the County to levy assessments, to impose the contractual assessment liens and to finance the eligible improvements on such parcels, (ii) the city or town agrees to provide information about the Program to its residents and (iii) the city or town agrees to review permits for Authorized Improvements by owners of property within its boundaries that wish to participate in the Program on the same terms that it reviews permits for properties that are not participating in the Program;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Placer takes the following actions:

Section 1. The Board of Supervisors hereby finds and declares all of the following:

- A. All of the above recitals are true and correct.
- B. Energy conservation efforts, including the promotion of energy efficiency improvements to residential, commercial, industrial, agricultural, or other real property, are necessary to address issues involving climate change including compliance with California Assembly Bill 32 and related laws and regulations.
- C. Water conservation efforts, including the promotion of water-related Authorized Improvements to residential, commercial, industrial, agricultural or other real property, are necessary to address the issue of chronic water shortages in California. Effective January 1, 2010, the County will be authorized by the Act to finance the installation of water efficiency improvements
- D. The upfront cost of making residential, commercial, industrial, agricultural or other real property more energy and water efficient prevents many property owners from making those improvements. To make those improvements more affordable and to promote the installation of improvements, the Legislature has authorized an alternative procedure pursuant to the Act for authorizing assessments to finance the cost of energy efficiency improvements.

E. A public purpose will be served by a contractual assessment program whereby the Board of Supervisors is authorized to finance the installation of distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently affixed to residential, commercial, industrial, agricultural or other real property.

F. Property located in incorporated areas within the County will benefit from inclusion in the Program; and, subject to the approval/consent of the governing body of any incorporated town or city, including such property in the Program will serve the public purpose of promoting conservation efforts and addressing the issue of global climate change and related laws and regulations.

Section 2. The Board of Supervisors hereby determines that (a) it would be convenient, advantageous and in the public interest to designate an area, which will encompass the entire geographic territory within the boundaries of the County, within which authorized County officials and property owners may enter into contractual assessments pursuant to the Act to finance the installation of Authorized Improvements and (b) it is in the public interest for the County to finance the installation of Authorized Improvements in the County pursuant to the Act.

Section 3. The Board of Supervisors hereby declares that the Authorized Improvements are of such a character that they directly and peculiarly affect property in both the unincorporated and incorporated areas within the County and that the purposes sought to be accomplished by such improvement can best be accomplished by a single, comprehensive program. Therefore, the County proposes to make contractual assessment financing available to the owners of property in the unincorporated territory and the incorporated territory of the County, to finance the installation of distributed generation renewable energy sources, energy efficiency improvements and water efficiency improvements that are permanently affixed to real property. The County will not enter into contractual assessments to finance the installation of Authorized Improvements with the owner of any property within the boundaries of a city or county unless (i) the governing body of the town or city adopts a resolution consenting to inclusion of parcels within the town or city in the Program and authorizing the County to levy assessments, to impose the contractual assessment liens and to finance the eligible improvements on such parcels, (ii) the city or town agrees to provide information about the Program to its residents and (iii) the city or town agrees to review permits for Authorized Improvements filed by owners of property within its boundaries that wish to participate in the Program on the same terms that it reviews permits for properties that are not participating in the Program. In order to accomplish the purposes of this Section, the Board hereby authorizes the Treasurer-Tax Collector to enter into agreements with towns and cities that wish to ask the County to enter into contractual assessments to finance Authorized Improvements on property within their boundaries in substantially the form and

substance of the Cooperative Agreement to Implement Placer mPower AB 811 Program on file with the Clerk, together with any changes therein or additions thereto deemed advisable by the Treasurer-Tax Collector.

Section 4. The Board hereby declares that it proposes to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 7 below, as that Report may be amended from time to time.

Section 5. The area within which contractual assessments may be levied pursuant to the Act is all land within the defined boundaries of the County, subject to the conditions set forth in Section 3.

Section 6. The proposed arrangements for financing the contractual assessment financing program are briefly described as follows: The County may issue bonds, notes, receive lines of credit, and enter into other financing instruments or relationships pursuant to the Act, the principal and interest of which would be repaid by contractual assessments. Alternatively or in the interim, the County may advance its own funds to finance work, or enter into agreements with other public entities, including but not limited to the towns and cities within the County, state and federal bond and grant programs or public/private partnerships, to advance their funds to the County to finance work. Such advances shall be repaid through contractual assessments and the County may sell bonds or other forms of indebtedness to reimburse such advances. The proposed financing arrangements may include the lease-purchase of public facilities pursuant to a lease or other contractual arrangement with a public financing authority or non-profit or other financing elements as may be determined necessary or useful to the financing of the contractual assessment program.

In the event improvement bonds will be issued pursuant to Streets and Highways Code Section 5898.28 to represent assessments, all of the following will apply to the extent not in conflict with the Act:

- (a) Provision is hereby made for the issuance of improvement bonds, in one or more series;
- (b) Notice is hereby given that serial bonds or term bonds or both to represent unpaid assessments, and to bear interest at the rate of not to exceed 12 percent per year, or such other amount authorized by law payable semiannually, shall be issued hereunder in one or more series in the manner provided by the Division 10 (to the extent not in conflict with the Act), and the last installment of bonds shall mature a maximum of 39 years from the second day of September next succeeding 12 months from their date.

- (c) The County will not obligate itself to advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the bonds; provided, however, that this determination shall not prevent the County from, in its sole discretion, so advancing funds.
- (d) The County hereby determines that the principal amount of bonds maturing or becoming subject to mandatory prior redemption each year shall be other than an amount equal to an even annual proportion of the aggregate principal amount of the bonds, and the amount of principal maturing or becoming subject to mandatory prior redemption in each year plus the amount of interest payable in that year shall be an aggregate amount that is substantially equal each year, except for the moneys falling due on the first maturity or mandatory prior redemption date of the bonds which shall be adjusted to reflect the amount of interest earned from the date when the bonds bear interest to the date when the first interest is payable on the bonds.
- (e) With respect to the procedures for collection of assessments and the advance retirement of bonds, the County proposes to proceed under the provision of Part 11.1 of Division 10 (commencing with Section 8760 of the Streets and Highways Code).
- (f) In connection with the issuance of bonds payable from contractual assessments, the County expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.
- (g) The County shall determine the eligibility for participation in the financing of Authorized Improvements based on the criteria developed by the Treasurer-Tax Collector in consultation with the County's bond counsel and on file with the Clerk.

Section 7. The Board of Supervisors hereby directs the Treasurer-Tax Collector to prepare, or direct the preparation of, and file with the Board of Supervisors a report pursuant to Section 5898.22 of the California Streets and Highways Code a or before the time of the public hearing described in Section 8 hereof (the "Report"). The Report shall contain all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered.

- (b) A draft contract ("Contract") specifying the terms and conditions that would be agreed to by a property owner within the contractual assessment area and the County. The Contract may allow property owners to purchase directly the related equipment and materials for the installation of the Authorized Improvements and to contract directly for the installation of such Authorized Improvements.
- (c) A statement of County policies concerning contractual assessments including all of the following:
 - (i) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments;
 - (ii) Identification of a County official authorized to enter into contractual assessments on behalf of the County;
 - (iii) A maximum aggregate dollar amount of contractual assessments; and
 - (iv) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount;
 - (v) Parameters for extending the Program into incorporated areas.
- (d) A plan for raising a capital amount required to pay for work performed pursuant to contractual assessments. The plan may include amounts to be advanced by the County through funds available to it from any source. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Streets and Highways Code Section 5898.28 of the Act. The plan shall include a statement of or method for determining the interest rate and time period during which contracting property owners would pay any assessment. The plan shall provide for any reserve fund or funds. The plan shall provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the contractual assessment program among the consenting property owners and the County.
- (e) A report on the results of the consultations with the County Auditor-Controller described in Section 11 below concerning the additional fees, if any, that will be charged to the Program for incorporating the proposed contractual assessments into the

assessments of the general taxes of the County on real property, and a plan for financing the payment of those fees.

Section 8. The Treasurer-Tax Collector has provided written notice of the proposed Program within the County to all water and electric providers within the boundaries of the County. In addition, the Board of Supervisors hereby calls a public hearing to be held on January 26, 2010 at _____, or as soon thereafter as feasible, in the Board of Supervisors Chambers, 175 Fulweiler Avenue, Auburn, California, on the proposed Report and the contractual assessment financing program. At the public hearing all interested persons may appear and hear and be heard and object to or inquire about the proposed contractual assessment financing program or any of its particulars. The public hearing may be continued from time to time as determined by the Board of Supervisors for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described above shall be summarized and the Board of Supervisors shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Program, the extent of the area proposed to be included within the Program, the terms and conditions of the draft Contract described above, or the proposed financing provisions. Following the public hearing, the Board of Supervisors may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Clerk of the Board is hereby directed to provide notice of the public hearing once a week for two weeks, pursuant to Section 6066 of the California Government Code in the Auburn Journal and the first publication shall not occur later than twenty days before the date of such hearing.

Section 9. The assessments levied pursuant to the Act, and the interest and any penalties thereon, shall constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by the Board of Supervisors, the assessments shall be collected in the same manner and at the same time as the general taxes of the County on real property are payable and shall be subject to the same penalties, remedies and lien priorities in the event of delinquency and default. As a cumulative remedy, if any assessment or installment thereof, or of any interest thereon, together with any penalties, costs, fees and other accrued charges are not paid when due, the Board of Supervisors may order that the same be collected by an action brought in superior court to foreclose the lien thereof as provided in Division 10 of the California Streets and Highways Code.

Section 10. Pursuant to Section 5898.24 of the Streets & Highways Code, the Treasurer-Tax Collector has provided written notice of the proposed

Program within the County to all water and electric providers within the boundaries of the County, which action is hereby ratified by this Board.

Section 11. The Board of Supervisors hereby directs the Treasurer-Tax Collector to determine and discuss in the Report what additional fees, if any, will be charged, annually, by the Auditor Controller's Office for incorporating the proposed contractual assessments on the tax roll.

Section 12. Pursuant to Section 5898.24(c) of the Act, the County hereby designates the Treasurer-Tax Collector (or his/her designee) as the responsible official for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a contractual assessment.

Section 13. The Treasurer-Tax Collector is hereby directed to establish procedures to promptly respond to inquiries concerning current and future estimated liability for a contractual assessment.

PLACER COUNTY

PAS DOCUMENT NO.
[]

BUDGET REVISION

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
22	BR	1,696,818.00	25

- Cash Transfer Required
- Reserve Cancellation Required
- Establish Reserve Required

- Auditor-Controller
- County Executive
- Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT											APPROPRIATION ADJUSTMENT										
DEPT NO.	T/C	Rev	Fund	Sub fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
22	006		235	100	992310	92310	8764			30,864.00	22	014		235	100	992310	92310	1002			151,271.00
22	006		235	100	992310	92310	8142			1,584.00	22	014		235	100	992310	92310	1300			30,538.00
22	006		235	100	992310	92310	6950			4,235.00	22	014		235	100	992310	92310	1301			10,552.00
22	006		235	100	992310	92310	8953			811,726.00	22	014		235	100	992310	92310	1303			169,823.00
											22	014		235	100	992310	92310	1310			23,602.00
											22	014		235	100	992310	92310	1315			400.00
											22	014		235	100	992310	92310	2051			2,500.00
											22	014		235	100	992310	92310	2140			2,340.00
											22	014		235	100	992310	92310	2290			9,560.00
											22	014		235	100	992310	92310	2292			36,314.00
											22	014		235	100	992310	92310	2481			15,000.00
TOTAL											TOTAL										
848,409.00											451,900.00										

REASON FOR REVISION: Budget revision to incorporate new enterprise fund for Placer mPOWER A8811 program.

ATTACHMENT 2

Prepared by Kimberly Hawley Ext 4146

Department Head Jenine Windeshausen *Jenine Windeshausen*

Board of Supervisors _____

Date: 11/24/09

Page: 1 of 2

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

County of Placer
Operations of Enterprise Fund - Placer AB811 mPOWER
Operational Statement for the Fiscal Year 2009-2010

Object Level 3	Department Request 2009/2010
Operating Income	
Title Search Reimbursement	\$ 28,380
Recording Fee	1,584
Assessment Fee	1,584
Progress Payment Fee	900
Total Operating Income	\$ 32,448
Operating Expenses	
1002 Salaries and Wages	\$ 151,271
1300 PERS	30,538
1301 FICA	10,552
1303 Other - Post Employment Benefits	169,823
1310 Employee Group Ins	23,602
1315 Workers Comp Insurance	400
2051 Communications - Telephone	2,500
2140 Gen Liability	2,340
2290 Maintenance - Equipment	9,560
2292 Maintenance - Software	36,316
2481 PC Acquisition	15,000
2511 Printing	3,583
2522 Other Supplies	15,000
2524 Postage	835
2555 Prof/Spec Svcs Purchased	275,458
2556 Prof/Spec Svcs County	69,950
2709 Rent Lease Software	1,000
2727 Rent/Leasing Bldgs and Improvements	25,000
2933 Lodging	3,000
2941 County vehicle Mileage	1,000
2964 Meals/Food Purchases	1,680
Total Operating Expense	\$ 848,409
Net Operating Income (Loss)	\$ (815,961)
Non-Operating Revenue (Expense)	
6950 Interest	4,235
8943 Long Term Debt Proceeds	811,726
Total Non-Operating Revenue (Expense)	\$ 815,961
Net Income (Loss)	\$ 0

Administering Agency: Placer mPOWER Program
Contract No. _____
Contract Description: Conservation Financing Program Legal Services

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of November 17, 2009, by and between the County of Placer, ("County"), and **Jones Hall** ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in **Exhibit A**. Contractor shall provide said services at the time, place, and in the manner specified in **Exhibit A**.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified therein, or, if no manner be specified, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Twenty-five Thousand Dollars (\$125,000).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the

extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Contractor agrees to protect, defend, and indemnify County in accordance with the provisions contained in Exhibit D.
10. **Insurance.** Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Contractor's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording

upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Contract Term:** This agreement shall remain in place until the Scope of Services described in Exhibit A is completed, or until contract is terminated pursuant to Section 15 of this contract.
17. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*
18. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by

any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Treasurer Tax Collector
Attn: Jenine Windeshausen
2976 Richardson Drive
Auburn, CA 95603

Phone: 530/889-4140
Fax: 530/889-4123

CONSULTANT:

Jones Hall, A Professional Law Corporation
Attn: Christopher Lynch
650 California Street, 18th Floor
San Francisco, CA 94108

Phone: 405/391-5780
Fax: 415/391-5784

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: Jenine Windeshausen
Treasurer-Tax Collector

Approved As to Form - County Counsel:

By: _____

JONES HALL, A PROFESSIONAL LAW CORPORATION*

By: William H. Madison

Name: William H. Madison

Title: ~~President~~ Vice President

By: David Fama

Name: DAVID FAMA

Title: Secretary

**If Consultant is a corporation, this agreement must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR will provide the legal services described below to COUNTY with the following attorneys:

Chris Lynch (lead attorney)
Scott Ferguson (backup transactional attorney)
Alison Bengt (backup associate)
David Walton (tax partner)

If requested by COUNTY, CONTRACTOR shall provide the following specialized legal services:

1. **Phase 1:** CONTRACTOR will provide legal advice as to short-term and long-term financing options for a resource conservation financing program, draft or review and revise formation documents and other program documents, review feasibility studies and reports, draft the form assessment contract, and draft applicable financing documents, which may include assessment bonds or notes to be purchased by the Treasurer's investment pool.
2. **Phase 2:** Draft, file and litigate a judicial validation action regarding the resource conservation financing program. The County Counsel will assist CONTRACTOR with the procedural aspects of the validation action. If the validation action is contested, COUNTY will engage another firm of COUNTY's choice to assist contractor with litigating the matter.
3. **Phase 3:** CONTRACTOR will act as bond counsel to COUNTY in connection with issuance of bonds or notes purchased by the Treasurer's investment pool.
4. **Phase 4:** CONTRACTOR will act as bond counsel to COUNTY to issue take-out financing such as bonds, notes, or certificates of participation. CONTRACTOR will perform all customary bond counsel services, including but not limited to: drafting all required resolutions, agreements, and other documents, reviewing the official statement, coordinating the closing, preparing a transcript of the proceedings for the COUNTY, and providing an appropriate legal opinion with respect to the validity of the bonds, notes, or certificates and their federal tax law status, if applicable.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County program manager(s)

Submit all invoices to: Placer County Treasurer Tax Collector
 Attn: Kimberly Hawley
 2976 Richardson Drive
 Auburn, CA 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County and as outlined below.

For the Phase 1 services, COUNTY will pay CONTRACTOR a fee of \$25,000.

For the Phase 2 services, COUNTY will pay CONTRACTOR a fee of \$20,000.

For the Phase 3 services, COUNTY will pay ATTORNEY a fee of \$15,000.

For the Phase 4 services, CONTRACTOR will receive compensation for each series of bonds based on the following formula:

- 1% of the first \$1,000,000 (with a minimum of \$25,000)
- 1/2% of the next \$5,000,000
- 1/4% of the next \$15,000,000
- 1/8% of excess

In no event shall the total Phase 4 fees be in excess of \$65,000 per series of bonds.

In addition, in connection with Phases 1-4, COUNTY will pay to CONTRACTOR, closing costs (including transcript preparation costs), filing fees, legal publication expenses and other costs and expenses incurred by CONTRACTOR in connection with their services.

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

(Specify all equipment and facilities to be provided or made available by County, and any other County obligations.)

NOT APPLICABLE

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand

4. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence), or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language.

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than *SContract Risk Management for Amount.*

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Administering Agency: Placer mPOWER Program

Contract No. _____

Contract Description: Assessment Lien Administration

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of November 17, 2009, by and between the County of Placer, ("County"), and **Goodwin Consulting Group, Inc.** ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in **Exhibit A**. Contractor shall provide said services at the time, place, and in the manner specified in **Exhibit A**.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified therein, or, if no manner be specified, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed Ninety Thousand Dollars (\$90,000).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Contractor agrees to protect, defend, and indemnify County in accordance with the provisions contained in Exhibit D.
10. **Insurance.** Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Contractor's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Contract Term:** This agreement shall remain in full force and effect from the date of execution of the contract until one year (365 days) from the date of execution. Parties agree that the County may elect to renew this contract for two consecutive one year terms following the first one year term. All of the terms and conditions of this contract will apply if any extensions are approved.
17. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid

- 22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
- 23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
- 24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Treasurer Tax Collector
Attn: Jenine Windeshausen
2976 Richardson Drive
Auburn, CA 95603

Phone: 530/889-4140
Fax: 530/889-4123

CONSULTANT:

Goodwin Consulting Group, Inc.
Attn: Susan Goodwin
555 University Avenue, Suite 280
Sacramento, CA 95825

Phone: 916/561-0890
Fax: 916/561-0891

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: Jenine Windeshausen, Treasurer-Tax Collector

Approved As to Form – County Counsel:

By: _____

GOODWIN CONSULTING GROUP, INC.*

By: Susan Goodwin

Name: Susan Goodwin

Title: President/Vice President

By: Dave Freudenberger

Name: DVP. 7/9/11

Title: Secretary

**If Consultant is a corporation, this agreement must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirement

EXHIBIT A

SCOPE OF SERVICES

AB 811 ADMINISTRATION SERVICES

SCOPE OF WORK

GCG will provide the County of Placer (County) with services necessary to provide information and disclosure to homeowners and property owners that participate in the County's Placer mPOWER program (Program). In addition, GCG will prepare the annual assessment levy for submittal to the Auditor-Controller's Office. Specifically, GCG will provide the following services:

A. FORMATION AND DISCLOSURE SERVICES

A-1. Project Coordination and Collection of Data

GCG will review documents and meet with County staff and the County's bond counsel to understand the proposed structure of the Program, the process by which applicants will receive funding, and the information that will be provided to applicants to adequately disclose the ongoing financial commitment associated with their participation.

A-2. Development of Disclosure Document

Based on the information provided to GCG pursuant to Task A-1 above, GCG will prepare a draft disclosure document for the County and bond counsel's review. The document will identify the amount approved for the applicant, term and interest rate associated with the financing, annual debt service, total interest paid, and corresponding annual percentage rate (APR). GCG will work with County staff and bond counsel to ensure the document provides all relevant information to property owners, and the format and content of the disclosure form will be revised and resubmitted until the team agrees on the final form.

A-3. Initial Disclosure to Property Owners

Upon approval of an application, GCG will prepare the disclosure document based on the initial amount approved for funding. GCG will work with the County to establish procedures for GCG to receive the data for each parcel for which funding has been approved, and for GCG to make the document available to the homeowner or property owner.

A-4. Final Disclosure to Property Owners

When improvements have been completed and funding is to be provided to a property owner, GCG will recalculate the annual payment, interest carry, and APR if the amount funded is less than the original amount approved. A revised disclosure document will be provided to the County and the owner based on the actual amount funded by the Program.

B. ONGOING ADMINISTRATION SERVICES

B-1. Establishment and Maintenance of Database

GCG will prepare a database and, based on the final disclosure forms provided to property owners, will track the parcels participating in the program, the amount funded for each parcel, and the corresponding annual debt service due from each parcel. The database will be updated at least monthly to provide a current count of participants in the Program.

B-2. Annual Special Tax Levy Calculation and Enrollment

Each fiscal year, GCG will determine the current assessment for each parcel in the Program and will coordinate with County staff to ensure that all administrative expenses are being covered by the amount proposed to be levied. GCG will then prepare and submit the annual assessment levy in a format that complies with the specific instructions of the Auditor-Controller's office.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County Treasurer-Tax Collector
Attn: Kimberly Hawley
2976 Richardson Boulevard
Auburn, CA 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County and as outlined below

A. FORMATION AND DISCLOSURE SERVICES

The fee for formation and disclosure services shall be \$50 per contract for each contract for which funding has been provided by the County. GCG will bill after the end of each month based on the number of contracts funded that month.

B. ADMINISTRATION SERVICES

To ensure that cash flow is available from the assessment district before costs are incurred by the County, GCG is structuring its fee for administration services to match the availability of assessment revenues. As such, GCG will bill the County in January and May each year after assessments have been collected. The total annual amount to be billed for administration services shall be based on the following schedule:

\$12 per parcel for the first 300 parcels assessed, plus
\$10 per parcel for the next 300 parcels assessed, plus
\$ 8 per parcel for all additional parcels assessed after the 600th parcel

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

(Specify all equipment and facilities to be provided or made available by County, and any other County obligations.)

NOT APPLICABLE

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
→Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars (\$1,000,000) for Products-Completed Operations
→Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars (\$1,000,000) aggregate for Products Completed Operations
→Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language.

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$Contact Risk Management for Amount.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Administering Agency: Placer mPOWER Program
Contract No. _____
Contract Description: Conservation Financing Program Financial Services

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of November 17, 2009, by and between the County of Placer, ("County"), and **Capitol PFG** ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in **Exhibit A**. Contractor shall provide said services at the time, place, and in the manner specified in **Exhibit A**.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified therein, or, if no manner be specified, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed Eight Thousand Dollars (\$8,000).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified in **Exhibit C**, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in **Exhibit A** shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the

extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Contractor agrees to protect, defend, and indemnify County in accordance with the provisions contained in Exhibit D.
10. **Insurance.** Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A.VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Contractor's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording

upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Contract Term:** This agreement shall remain in place until the Scope of Services described in Exhibit A is completed, or until contract is terminated pursuant to Section 15 of this contract .
17. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by

any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Treasurer Tax Collector
Attn: Jenine Windeshausen
2976 Richardson Drive
Auburn, CA 95603

Phone: 530/889-4140
Fax: 530/889-4123

CONSULTANT:

Capitol PFG, LLC
Attn: Jeffrey S. Small
1900 Point West Way, Ste. 273
Sacramento, CA 95815

Phone: 916/641-2734
Fax: 916/921-2734

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

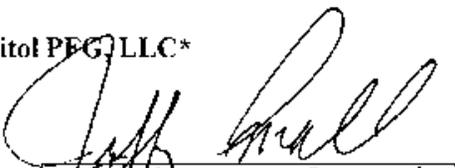
By: _____

Printed Name/Title: Jenine Windeshausen
Treasurer-Tax Collector

Approved As to Form – County Counsel:

By: _____

Capitol PEG, LLC*

By:  _____

Name: Jeffrey Small

Title: President/Vice President

By: _____

Name: _____

Title: Secretary

**If Consultant is a corporation, this agreement must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Capitol PFG will provide financial consulting services for Placer County's Placer mPower program (Program), including assistance in determining interest rates on borrowings used to finance the Program, assist in the structuring of the initial debt financing to be purchased by the County Treasurer and with the structuring of a future public debt offering that will allow for the initial borrowing to be successfully refinanced into a new public debt borrowing. Participate in discussions with, but not limited to, County staff, outside counsel and the outside assessment bond administrator. Capitol PFG will provide additional services related to the Program upon request.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County program manager(s).

Submit all invoices to: Placer County Treasurer Tax Collector
Attn: Kimberly Hawley
2976 Richardson Drive
Auburn, CA 95603

Payment Schedule

In consideration for the above Scope of Services, Capitol PFG will be compensated a fixed fee in the amount of \$8,000.00 including expenses. The fee is due and payable in two installments. The first installment in the amount of \$4,000.00 is due and payable on February 1, 2010. The second installment in the amount of \$4,000.00 is due and payable on March 1, 2010.

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

(Specify all equipment and facilities to be provided or made available by County, and any other County obligations.)

NOT APPLICABLE

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Consultant is skilled in the professional calling necessary to the services and duties agreed to be performed and County relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant agrees to indemnify and hold harmless the County and its officers, agents and employees, from and against any and all liability, losses, damages, costs and expenses resulting from any professional malpractice of Consultant, its officers, employees, agents or subcontractors determined by a court of law to have occurred in the performance of services under this Agreement.

As used above, the term COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

(1) Comprehensive General Liability;

- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$Contact Risk Management for Amount.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of:
A California Energy Commission Energy Efficiency
and Conservation Block Grant for costs associated
with the Placer mPOWER AB 811 Program.

Resol. No: _____

The following Resolution was duly passed by the Board of Supervisors of the County
of Placer at a regular meeting held on December 8, 2009 .

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board

WHEREAS, the County of Placer recognizes that it is in the interest of the regional, state, and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency within our jurisdiction; and

WHEREAS, American Recovery Reinvestment Act (ARRA) funds are available through the California Energy Commissions State Energy Program (SEP) program for contracts to eligible local governments for cost-effective energy efficiency projects and programs; and

WHEREAS, the County of Placer is eligible for ARRA funding under the California Energy Commission's SEP Program; and

WHEREAS, the County of Placer is proposing to implement the energy efficiency program

described in Exhibit A in order to qualify for ARRA funds from the California Energy Commission;

WHEREAS, the County of Placer has considered the application of the California Environmental Quality Act (CEQA) to the approval of the energy efficiency program described in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that in compliance with the CEQA, the Placer County Board of Supervisors finds that the approval of the energy efficiency program described herein is not a project under CEQA because there is no possibility that the activities funded by this grant commit the County to any definite course of action. The grant monies support the administration of a program that could lead to CEQA project development, but no single project is approved through this resolution. As the approval of this resolution is not a project as defined under Public Resources Code Section 21065 the Board finds that is not subject to CEQA review.

AND BE IT FURTHER RESOLVED that the Placer County Board of Supervisors authorizes the submittal of the application to the California energy Commission's ARRA Program for funds to execute the proposed project as described in Exhibit A.

AND BE IT FURTHER RESOLVED if recommended for funding by the California Energy Commission, the Placer County Board of Supervisors authorizes Placer County to accept a grant award up to the amount of this application for \$3,000,000, and that the Placer County Treasurer-Tax Collector is hereby authorized and empowered to execute in the name of Placer County, all necessary contracts and agreements, and amendments hereto, to implement and carry out the purposes specified in the application.

EXHIBIT A

Program Opportunity Notice for Municipal Financing Program #400-09-401

The proposed project is a program authorized under California Assembly Bill 811.

The proposed project will provide funding for energy and water conservation and distributed generation improvements to existing developed residential, commercial/industrial and agricultural properties within the boundaries of Placer County. Funding for this project is through a financing arrangement between the County and the County Treasurer utilizing funds on deposit in the County Treasury. The amount committed by the County Treasurer is \$33 million.

The application submitted in response to the California Energy Commission Block Grant PON #400-09-401 requests funding for:

- start up costs,
- legal and financial advisory services,
- lien administration,
- marketing development,
- HERS (Home Energy Rating System) training, education and audits,
- Tracking, analysis and report of :
 - greenhouse gas reduction,
 - energy savings,
 - economic impact,
 - work force development and job creation.

If this grant proposal is successful, the grant funding will be integrated with the financing provided through the Placer County Treasury to increase program feasibility, reduce program costs and increase the amount available for property improvements.

**COOPERATIVE AGREEMENT TO IMPLEMENT
Placer mPOWER AB 811 PROGRAM**

This Agreement is made by and between the County of Placer ("County") and the City of [Name Here] (the "City") also referred to hereafter as the "Parties".

RECITALS

A. County and City are committed to development of renewable energy sources and energy efficiency improvements, development of opportunities for property owners to reduce utility costs, and protection of our environment, and,

B. Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act") authorizes cities and counties to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property through a contractual assessment program.

C. On _____, 2009 pursuant to this authority, and by County Resolution No. _____, the County established the "Placer money for Property Owner Water & Energy efficiency Retrofitting Program" (Placer mPOWER).

D. City has, by its Resolution No. _____, adopted on _____, 20____ approved the County's Resolution of Intention to establish Placer mPOWER and consented to the inclusion of properties in the incorporated area governed by City in Placer mPOWER.

E. City has reviewed the Program Report prepared by the County of Placer that outlines the policies, initial list of eligible improvements, administration, and financing of Placer mPOWER.

F. The Parties agree that City property owners should have the opportunity to participate in Placer mPOWER under the terms and conditions contained in this Agreement.

G. The Parties understand that City may have preferences that meet the needs of its property owners. The Parties will work together to consider those preferences.

The Parties agree as follows:

1. **RECITALS.**

The above recitals are true and correct.

2. **COMMUNICATION/DESIGNATED REPRESENTATIVES.**

The persons identified below as the Designated Representative shall, upon execution of this Agreement, have authority to grant discretionary approvals identified in this Agreement. Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

County

Treasurer-Tax Collector: Jenine Windeshausen
Phone: (530) 889-4140
Fax: (530) 889-4100
Email: energyinfo@placer.ca.gov
Designated Representative: Eric Waidmann

[City/Town]

Project Manager: _____
Phone: _____
Fax: _____
Email: _____
Designated Representative: _____

3. **COUNTY RESPONSIBILITIES.**

(a) Except as provided in paragraph (b) below, County shall make Placer mPOWER available to City property owners subject to the same terms and conditions applicable to property owners in the unincorporated area of Placer County.

(b) If, at any time, City wishes to request modifications to Placer mPOWER for City property owners, City shall so notify County in writing, identifying the modifications City requests to be implemented within City. County shall evaluate such request within 60 days and shall notify City in writing of the steps and conditions that would be necessary, if any, to implement City request. If County concludes that the request is not feasible or is detrimental to Placer mPOWER, it may, after discussion with the City, deny the request but shall work with City to attempt to otherwise address City's desires.

4. CITY RESPONSIBILITIES.

(a) City agrees to require permits for all projects and improvements requesting Placer mPOWER financing. City shall charge its usual and customary fees for such permits. City understands that County intends to rely upon issuance of a finalized permit as evidence that the improvements have been installed according to local building code requirements by the property owner.

(b) City agrees to make information about Placer mPOWER, provided by County, available at appropriate locations in City. City agrees to work with County to market Placer mPOWER through such means as inserting information into City's utility bills, linking to the Placer mPOWER website from City's website, and including information on Placer mPOWER in community information bulletins.

5. ADDITIONAL REQUIREMENTS.

(a) Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by the Designated Representative of each party or such other representative as is authorized by the governing body of each party.

(b) No Waiver of Breach: The waiver by any party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any later breach of the same or any other term or promise contained in this Agreement.

(c) Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(d) Making of Agreement: The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. The Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

(e) No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

(f) Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of

conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Placer.

(g) Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

(h) Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all parties.

(i) Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

(j) Entire Agreement: This Agreement is the entire Agreement between the Parties.

6. AGREEMENT BECOMING EFFECTIVE.

This Agreement shall become effective upon execution by the Parties.

7. TERMINATION.

Either Party may terminate its participation in this Agreement by giving one hundred eighty (180) days advance written notice to all other parties of its intent to terminate its participation in this Agreement. Termination shall not affect the validity of any contractual assessment agreement already entered into by the County within the incorporated area of City.

8. COUNTERPART SIGNATURES.

This Agreement may be executed in counterpart and each of these executed counterparts shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

CITY/TOWN

COUNTY OF PLACER

By: _____
Mayor

By: _____
Jenine Windeshausen
Treasurer-Tax Collector
Program Administrator,
Placer mPOWER

Authorized by Resolution No: _____

Date: _____

Attest: _____
City/Town Clerk

Approved as to form:

Approved as to form:

City Attorney

County Counsel

Placer mPOWER AB 811 Program Update December 1, 2009

The December 8th Board agenda will have a number of actions items related to Placer mPOWER Program. In the interim, I wanted to give an update of some of the progress to date.

We have been working with CEO, Personnel, County Counsel and Facility Services on a variety of issues related to program implementation. Additionally, we have been working with outside counsel to develop required program legal documents and reports.

City Participation

All cities and the Town of Loomis have unanimously passed resolutions consenting to Placer mPOWER participation for properties in the unincorporated areas.

- Lincoln passed participation resolution November 10th
- Colfax passed participation resolution November 11th
- Rosèville passed participation resolution November 18th
- Loomis passed participation resolution November 21st
- Auburn passed participation resolution November 23rd
- Rocklin passed participation resolution November 24th

California Energy Commission (CEC) Grant

This grant is a distribution of federal American Recovery and Reinvestment Act funds by the CEC. This grant is specifically for supporting AB 811 programs. We have submitted a non-binding Notice of Intent to Bid. The application deadline is December 22, 2009. The minimum application amount is \$2 million and can cover up to a two year period. Grant funds may be used for start-up costs, ongoing program costs, energy ratings and audits, interim financing, interest rate buy-downs and retrofitting grants for low income home owners.

We are reviewing the grant goals and requirements (several hundred pages) to determine the best approach to an application. Due to a number of the grant provisions, we are proceeding cautiously. The grant may be funded in all or in part or wholly denied and funding is on a reimbursement basis. Any grant funding that relates directly to property improvements would trigger prevailing wage requirements for the residential and commercial contractors. A prevailing wage requirement would be an onerous requirement for contractors who do not normally do public works projects and it would also be more costly for property owners. Therefore we will avoid any grant funding that would trigger the prevailing wage requirement.

The final application must include a resolution from the Board of Supervisors (to be submitted to the Board on December 8, 2009). If we are successful with the grant application, we will return to the Board with the necessary action items and budget revisions.

Implementation Advisory Committee

Supervisor Robert Weygandt, Jim Williams of Williams – Padden, and Rick Wiley, President of Beutler Corporation and Co-Chair of the North State BIA Trade Builder Alliance Council have very graciously agreed to serve on an Implementation Steering Committee to assist me with key issues in the Placer mPOWER Program. Their combined knowledge and experience in business, finance and building trades will be valuable in developing an effective and efficient program. I am looking forward to discussing with them issues such as contractor qualifications, keeping jobs local, and integration of HERS audits, carbon credit disposition and a variety of other matters.

Specifically with regard to contractor qualifications, North State BIA is currently in the process of developing a formal “qualification/certification” program for solar and retrofitting contractors. We will coordinate with North State BIA and County Counsel to assess the feasibility of utilizing the North State BIA program without incurring undue liability for the County.

Building Trades Advisory Committee

In addition to the Implementation Advisory Committee, we will be forming a Building Trades Advisory Committee to facilitate communication between the building trades community and program management. The purpose of the committee is to provide program information to the contractor community, to facilitate collaboration on program marketing and to discuss opportunities to make the program as efficient and user-friendly as possible for both contractors and property owners.

Program Steering Committee

Internally, a Program Steering Committee will be established in the near future to address program policy and procedure issues and to assist with approval of applications that do not meet specific application criteria.

Program Report

A Program Report is required to be adopted by the Board under AB811. The report must describe certain policy and procedures of the program. We are beginning a detailed review of the draft Program Report with bond counsel and will also be reviewing in detail with CEO and County Counsel. The report is expected to be submitted to the Board in late January.

Program Staffing and Outside Contractors

We are working with Personnel and the CEOs office to develop the resources for program operations. It is expected that the program will include a mix of outside contractors and county staff. We have been in discussion with Personnel and CEO to determine best possible staffing alternatives including temporary, extra help, contract employees and MOU alternatives. Considerations include job descriptions/specifications, classifications, allocations, and position salary and benefit costs. County staffing for the program will likely entail contracting with other departments for staffing. At this point, we have identified outsourcing for the following services special/bond counsel services, assessment lien administrator, database management and web design, marketing, and title search.

Wood Stoves:

We continue to work with the utility companies and outside counsel to refine the list of allowable improvements. We have obtained information from the Air Pollution Control District regarding their wood stove voucher program. Based on input from the Air Pollution Control District, we have added "EPA Phase II certified stove/insert, wood, pellet, or gas stoves" to the draft list of allowable improvements. Property owners will be allowed to participate in both the voucher program and Placer mPOWER program if they so choose.

Storefront facilities

We are pursuing discussions with Facility Services regarding space for the store front operations. At this time, consideration is being given to a possible location in the CDRA building. Additionally, the City of Roseville has offered free space in their Roseville facilities. We are continuing discussions with both Facility Services and the City of Roseville to analyze the feasibility of various locations.

Sonoma County Program Update

The Sonoma County program continues to receive 35 – 40 applications totaling approximately \$1 million per week. As of November 27th, they have received 949 in funding requests totaling \$37 million, and have funded 393 requests totaling \$13 million.

About half of their applications are for solar, the rest are for retrofitting.