

BEFORE THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF FRESNO, STATE OF CALIFORNIA

IN THE MATTER OF MAKING FINDINGS ON ENERGY )	
SAVINGS AND DETERMINING OTHER MATTERS IN )	RESOLUTION
CONNECTION WITH ENERGY SERVICES )	
AGREEMENTS )	

WHEREAS, the County of Fresno desires to reduce the steadily-rising costs of meeting the energy needs at its facilities;

WHEREAS, the School Project for Utility Rate Reduction (“SPURR”), a California Joint Powers Authority, administered a competitive statewide solar energy systems request for proposal (“RFP”) process in 2017, pursuant to its Renewable Energy Aggregated Procurement (REAP) Program, and awarded the “SPURR Renewable Energy Aggregated Procurement (REAP) Program Master Contract” (Master Contract), dated October 26, 2017, to ForeFront Power, LLC (which has designated FFP BTM Solar, LLC as its affiliate for purposes of the subject Energy Services Agreement);

WHEREAS, the County is an eligible entity under the SPURR Master Contract, because the applicable laws, including Government Code Section 4217.10, through and including 4217.18, and County procurement policies designated in the County’s Purchasing Manual, allow the County to enter into a services agreement based on cooperative purchasing through a procurement vehicle such as a contract buying group, and the Energy Services Agreements referenced below are service agreements, and the SPURR Master Contract is such a procurement vehicle;

WHEREAS, the County’s Purchasing Manager has determined that the Department’s use of the SPURR RFP process and the SPURR Master Contract is in the County’s best interest;

WHEREAS, the County proposes to enter into seven Energy Services Agreements with FFP BTM SOLAR, LLC (“ForeFront”) for solar photovoltaic systems (“Systems”) to be located at the seven separate premises defined in the Agreements (“Premises”). These Premises include (1) Animal Control at 1510 W Dan Ronquillo Dr., Fresno, CA 93706; (2) the Area 2 Sheriff Substation at 1129

1 N. Armstrong Ave., Fresno, CA 93727; (3) Behavioral Health and Mental Health Services at 5555 E.  
2 Olive Ave., Fresno, CA 93727; (4) Hamilton Yard for multiple buildings at the corner of S. Maple  
3 Ave. and E. Hamilton Ave., Fresno, CA 93702; (5) the Health and Wellness Center at 1925 E.  
4 Dakota Ave., Fresno, CA 93726; (6) Pontiac Building Offices at 333 W. Pontiac Way, Clovis, CA  
5 93612; and (7) the Woodward Park Regional Library at 944 E. Perrin Ave., Fresno, CA 93720. The  
6 Systems will generate energy, and provide energy services, for each of the locations (the Energy  
7 Services Agreements, together with the General Terms and Conditions, shall be referred to herein as  
8 “the Energy Services Agreements”);

9 WHEREAS, pursuant to the requirements of the Energy Services Agreements, ForeFront will  
10 design, construct, install, operate and maintain the Systems at each of the seven locations, and County  
11 staff will arrange with Pacific Gas and Electric Company (“PG&E”) for interconnection of the  
12 System to California’s electricity grid;

13 WHEREAS, ForeFront has provided the County with analysis of the County’s data showing  
14 the anticipated financial and other benefits of entering into the Energy Services Agreements, which  
15 energy findings are attached as Attachment A, and which includes data and analysis showing that the  
16 anticipated cost to the County for the electrical energy provided and stored by the System will be less  
17 than the anticipated cost to the County of electrical energy that would have been consumed by the  
18 County and would have been purchased from PG&E in the absence of such measures;

19 WHEREAS, the County proposes to enter into each of the seven the Energy Services  
20 Agreements in the forms presented at this meeting;

21 WHEREAS, pursuant to Government Code § 4217.12, this Board held a public hearing with  
22 respect to the matters described herein, on this date, notice of which was given two weeks in advance  
23 as follows: by posting at the County’s Hall of Records, by posting at the County’s Plaza Building,  
24 and by posting at each of the seven locations, where members of the public frequently visit;

25 WHEREAS, the Energy Services Agreements are in the best interest of the County; and

26 WHEREAS, the Board has considered all comments received at the public hearing on this  
27 item prior to adoption of this Resolution.  
28

1 NOW THEREFORE, IT IS ORDERED based on the above referenced recitals, the Board  
2 hereby finds, determines and orders as follows:

3 1. All of the recitals set forth above are true and correct.

4 2. The terms of the Energy Service Agreements are in the best interest of the County.

5 3. In accordance with Government Code § 4217.12, and based on data and analyses provided  
6 in Exhibit A, the Board finds and determines that the anticipated cost to the County for  
7 electrical energy provide by the energy conservation facility system under each Energy  
8 Services Agreement will be less than the anticipated marginal cost to the County of electrical  
9 energy that would have been consumed by the County at the specified location in the absence  
10 of the Energy Services Agreements, which aggregate estimated gross cumulative savings, for  
11 both Energy Services Agreements, together, will be up to \$23,361,198.00 over the initial 20-  
12 year term of the Energy Services Agreements.

13 4. The Energy Services Agreements do not require the County to grant ForeFront a facility  
14 ground lease relating to an energy conservation facility system, and ForeFront is not  
15 requesting such a facility ground lease from the County.

16 5. The Board hereby approves the Energy Services Agreements in accordance with  
17 Government Code § 4217.12.

18 6. The County's Director of Internal Services/Chief Information Officer is hereby authorized  
19 and directed to approve and execute any further documents, instruments, estoppel and  
20 acknowledgement certificates, memoranda of agreements, all subject to the approval of the  
21 County Counsel as to legal form and the Auditor-Controller/Treasurer-Tax Collector as to  
22 accounting form, necessary to finalize the recommended Agreements, including any financing  
23 that ForeFront might later obtain in relation to such Agreements.

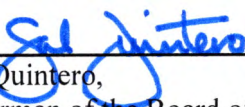
1 THE FOREGOING, was passed and adopted by the following vote of the Board of  
2 Supervisors of the County of Fresno this 12<sup>th</sup> day of December, 2023, to wit:

3  
4 AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero


5 NOES: None

6 ABSENT: None

7 ABSTAINED: None

8  
9   
10 \_\_\_\_\_  
11 Sal Quintero,  
12 Chairman of the Board of Supervisors of the County of  
13 Fresno  
14  
15

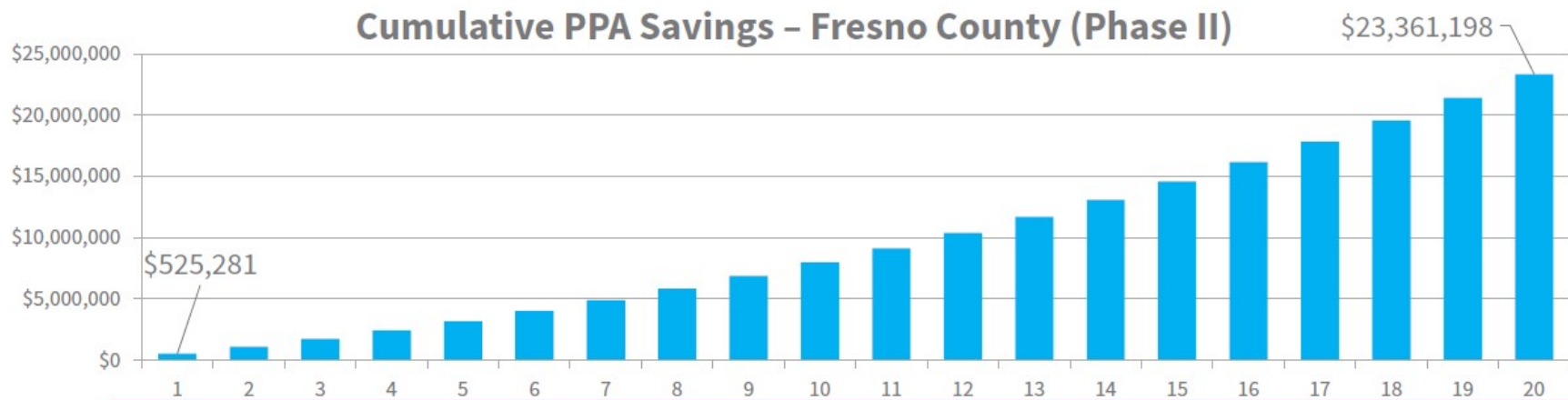
16 **ATTEST:**  
17 Bernice E. Seidel  
18 Clerk of the Board of Supervisors  
19 County of Fresno, State of California

20 By:   
21 \_\_\_\_\_  
22 Deputy  
23  
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## Attachment A

# Fresno County Solar – Pricing & Savings

Project	PPA Rate	PPA Escalator	Solar System Size (kW)	Y1 Production (kWh)	% Energy Offset	Pre-Solar Utility Bill	Year 1 Savings	20 Year Savings
Hamilton Yard	\$0.1435	0%	1,081	1,758,197	95%	\$620,867	\$238,421	\$8,671,263
Behavioral & Mental Health Services	\$0.1619	0%	999	1,592,705	100%	\$534,441	\$182,527	\$6,630,233
Area 2 Sheriff Substation	\$0.1710	0%	459	709,917	94%	\$241,909	\$16,193	\$1,601,593
Health and Wellness Services	\$0.1966	0%	434	623,607	83%	\$243,853	\$32,300	\$1,751,297
Pontiac Offices	\$0.1743	0%	410	680,982	48%	\$376,597	\$7,277	\$1,702,737
Animal Control	\$0.1780	0%	385	611,315	67%	\$296,526	\$44,164	\$1,985,321
Woodward Park Library	\$0.2153	0%	262	409,177	86%	\$144,494	\$4,399	\$1,018,754
<b>Total</b>	<b>\$0.1675</b>	<b>0%</b>	<b>4,029</b>	<b>6,385,900</b>	<b>82%</b>	<b>\$2,458,686</b>	<b>\$525,281</b>	<b>\$23,361,198</b>



Assumes 2.7% Annual Utility Energy Escalator, 5% Annual Demand Charge Escalator

\*Behavioral & Mental Health load profile scaled on historical data of Health and Wellness Services

\*\*Sheriff Station load profile scaled based on the old Sheriff Substation (5717 E. Shields)