

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)	
CONNECTION WITH ENERGY SERVICES)	RESOLUTION
<u>AGREEMENTS</u>)	

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 an Energy Services Agreement—Solar with FFP BTM SOLAR, LLC (“ForeFront”) for a solar photovoltaic system, and an Energy Services Agreement—Energy Storage with ForeFront for an energy storage system (collectively, “System”), to be located at a premises defined in the Agreements (“Premises”) at the Juvenile Justice Campus (“JJC”), 3333 E. American Avenue, Fresno, CA. 93725, which System will generate energy, and

1 provide energy services, for the JJC (both Energy Services Agreements, together with the General
2 Terms and Conditions, shall be referred to herein as “the Energy Services Agreements”);

3 WHEREAS, pursuant to the requirements of the Energy Services Agreements, ForeFront will
4 design, construct, install, operate and maintain the System at the JJC, and County staff will arrange
5 with Pacific Gas and Electric Company (“PG&E”) for interconnection of the System to California’s
6 electricity grid;

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

13 WHEREAS, the County proposes to enter into the Energy Services Agreements in the forms
14 presented at this meeting;

15 WHEREAS, pursuant to Government Code § 4217.12, this Board held a public hearing with
16 respect to the matters described herein, on this date, notice of which was given two weeks in advance
17 as follows: by posting on the County’s website, by posting at the County’s ordinary and customary
18 locations for posting, and by posting at the JJC Administration Buildings, where members of the
19 public frequently visit;

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

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

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

- 25 1. All of the recitals set forth above are true and correct.
- 26 2. The terms of the Energy Service Agreements are in the best interest of the County.
- 27 3. In accordance with Government Code § 4217.12, and based on data and analyses provided
28 in Exhibit A, the Board finds and determines that the anticipated cost to the County for
electrical energy provide by the energy conservation facility system under each Energy
Services Agreement will be less than the anticipated marginal cost to the County of

1 electrical energy that would have been consumed by the County at the specified location
2 in the absence of the Energy Services Agreements, which aggregate estimated gross
3 cumulative savings, for both Energy Services Agreements, together, will be up to
4 \$17,560,905.00 over the initial 20-year term of the Energy Services Agreement—Solar
5 (the Energy Services Agreement—Energy Storage is for an initial 10-year term; such
6 anticipated savings assume that this Agreement would be renewed annually for 10 more
7 years to operate with the Energy Services Agreement—Solar); the County is obligated
8 under an agreement with UCM, which is the County’s own contracted energy consultant,
9 to pay UCM a portion of those savings, which is up to \$400,224, resulting in the County’s
10 anticipated net cumulative savings for both Energy Services Agreements together, of up to
11 \$17,160,681 .

- 12 4. The Energy Services Agreements do not require the County to grant ForeFront a facility
13 ground lease relating to an energy conservation facility system, and ForeFront is not
14 requesting such a facility ground lease from the County.
- 15 5. The Board hereby approves the Energy Services Agreements in accordance with
16 Government Code § 4217.12.
- 17 6. The County’s Director of Internal Services/Chief Information Officer is hereby authorized
18 and directed to approve and execute any further documents, instruments, estoppel and
19 acknowledgement certificates, memoranda of agreements, all subject to the approval of
20 the County Counsel as to legal form and the Auditor-Controller/Treasurer-Tax Collector
21 as to accounting form, necessary to finalize the recommended Agreements, including any
22 financing that ForeFront might later obtain in relation to such Agreements.
- 23 7. The County’s Director of Internal Services/Chief Information Officer is hereby authorized
24 and directed to approve any change in energy storage system size, and amend the Energy
25 Services Agreement–Energy Storage, solely for updating the energy storage system size.

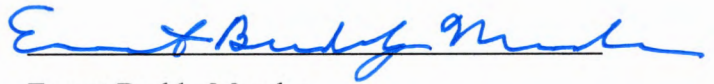
1 THE FOREGOING, was passed and adopted by the following vote of the Board of
2 Supervisors of the County of Fresno this 4th day of February, 2020, to wit:

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

4 NOES: None

5 ABSENT: None

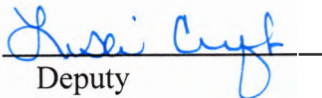
6 ABSTAINED: None

7 

8 Ernest Buddy Mendes,
9 Chairman of the Board of Supervisors of the County of
Fresno

10 **ATTEST:**

11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
County of Fresno, State of California

13 By: 
14 Deputy

Attachment A

Project Cashflows: Fresno County - Final

Rate Scenario	Grandfathered
Solutions	Solar + Storage
Project	Juvenile Justice Center - Ground Mount
Year 1 Savings	\$634,931
Cumulative Savings	\$17,560,905
Cumulative NPV Savings	\$13,074,543
Payback Period	Immediate
Solar System Size (KW)	3,586
Storage System Size (KW)	2,000

Financial Assumptions

Parameter	Value
Year 1 PPA Rate (\$/kWh)	\$0.0710
PPA Rate Escalator (%/yr)	0.0%
Utility Energy Escalator (%/yr)	2.7%
Utility Demand Escalator (%/yr)	5.0%
PPA Term (Years)	20
Discount Rate (%)	3.0%
Solar Degradation Rate (%)	0.50%

Year	PPA Rate (\$/KWH)	KWH Generated	Projected Utility Bill (without solar)	PPA Payment	Storage Payment	New Utility Bill (with solar)	Total Electricity Costs (PPA + Utility)	Net Savings	Cumulative Savings
1	0.0710	7,208,671	1,656,097	511,816	81,463	427,888	1,021,166	634,931	634,931
2	0.0710	7,172,628	1,716,000	509,257	81,463	458,425	1,049,144	666,856	1,301,787
3	0.0710	7,136,765	1,778,280	506,710	81,463	490,772	1,078,945	699,335	2,001,122
4	0.0710	7,101,081	1,843,039	504,177	81,463	514,616	1,100,255	742,784	2,743,906
5	0.0710	7,065,575	1,910,384	501,656	81,463	539,496	1,122,614	787,770	3,531,676
6	0.0710	7,030,247	1,980,427	499,148	81,463	565,456	1,146,067	834,360	4,366,036
7	0.0710	6,995,096	2,053,283	496,652	81,463	592,544	1,170,659	882,624	5,248,660
8	0.0710	6,960,121	2,129,076	494,169	81,463	620,809	1,196,440	932,636	6,181,296
9	0.0710	6,925,320	2,207,933	491,698	81,463	939,787	1,512,948	694,985	6,876,281
10	0.0710	6,890,693	2,289,988	489,239	81,463	983,744	1,554,446	735,541	7,611,823
11	0.0710	6,856,240	2,375,380	486,793	81,463	1,029,546	1,597,802	777,578	8,389,401
12	0.0710	6,821,959	2,464,256	484,359	81,463	1,077,269	1,643,091	821,165	9,210,566
13	0.0710	6,787,849	2,556,768	481,937	81,463	1,126,993	1,690,393	866,375	10,076,941
14	0.0710	6,753,910	2,653,078	479,528	81,463	1,178,802	1,739,792	913,286	10,990,227
15	0.0710	6,720,140	2,753,351	477,130	81,463	1,232,783	1,791,375	961,976	11,952,203
16	0.0710	6,686,540	2,857,764	474,744	81,463	1,289,026	1,845,233	1,012,531	12,964,734
17	0.0710	6,653,107	2,966,500	472,371	81,463	1,347,627	1,901,460	1,065,040	14,029,774
18	0.0710	6,619,841	3,079,751	470,009	81,463	1,408,684	1,960,155	1,119,595	15,149,369
19	0.0710	6,586,742	3,197,716	467,659	81,463	1,472,300	2,021,422	1,176,295	16,325,664
20	0.0710	6,553,808	3,320,608	465,320	81,463	1,538,584	2,085,367	1,235,241	17,560,905
Total		137,526,333	\$47,789,680	\$9,764,370	\$1,629,254	\$18,835,151	\$30,228,775	\$17,560,905	\$17,560,905