



June 7, 2023

Name: Rachel Mason
Title: General Manager
Company: Fallbrook Regional Health District
Address: 138 S Brandon Rd, Fallbrook, CA 92028

RE: Facility Solution Project Feasibility and Letter of Agreement (LOA)

Dear Rachel Mason:

This Letter of Agreement (LOA) is intended to briefly describe the manner in which SiteLogIQ and Fallbrook Regional Health District will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: Fallbrook Regional Health District

Facility Locations:

- District Office - 138 S Brandon Rd Fallbrook CA 92028
- Community Health & Wellness Center - 1636 E Mission Rd Fallbrook CA 92028

Area of Focus:

SiteLogIQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.

Scope of Services:

- A. SiteLogIQ will conduct a site visit to the Facilities to perform a physical audit and collect data. The Client will cooperate and collaborate with SiteLogIQ during this phase by providing copies of requested data, including (if available): Site and/or system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.
- B. Client will also make operational personnel available at reasonable times for in-person and telephone interviews with SiteLogIQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.

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- C. Where operational data is not available to support the analysis, SitelogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
- D. SitelogIQ will also analyze the potential for energy generation measures.
- E. SitelogIQ will recommend energy management and/or on-going monitoring services.
- F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.
- G. SitelogIQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).
- H. SitelogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.
- I. SitelogIQ will identify applicable grants, incentives and rebates that could reduce the project cost. If applicable, SitelogIQ will work with the Client to apply for the funding and provide the technical and costing information necessary to secure this funding.
- J. The results will be presented to client as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 6% and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the client for their review and consideration.

Client Responsibilities:

In order for SitelogIQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) SitelogIQ with the data requested in Attachment B. In addition, Client shall execute Attachment C ("Utility Authorization Form") to provide access to Client's Utility account information.

Development Efforts:



Client acknowledges that SitelogIQ will incur considerable expense in developing the Project. This expense includes the cost to by SitelogIQ's development team, the cost to visit the Site, and the cost to prepare the financial proforma. SitelogIQ is acting hereunder as an independent contractor and not as an agent or employee of the Client. SitelogIQ shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

Ownership of Work:

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

Interconnection Application:

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

- District Office - 138 S Brandon Rd Fallbrook CA 92028
- Community Health & Wellness Center - 1636 E Mission Rd Fallbrook CA 92028

A. Complete Interconnection Application Report:

Provides a readily available level of Distribution System data.

Development Fee:

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

Fixed Fee of \$28,500.

If applicable, Fee assumes one interconnection submittal and one review with the utility. New NEM 3.0 interconnection guidelines and available grid capacity may require additional submittals and interconnection Fees up to \$3,500 per site (not included in the Service Fee). Any additional fees will be passed through to client.



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

If SitelogIQ cannot meet the Economic Criteria the Client will not compensate SitelogIQ for its LOA fee.

Economic Criteria:

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

1. Provide a self-funded program, which pays for itself through expense reductions and minimizes the Client’s contribution and meets the requirements of California Government Code 4217.10 et seq.
2. Repair existing parking lots and modernize with EV charging infrastructure at all sites

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

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

Acceptance of Letter of Agreement

This agreement is between Fallbrook Regional Health District and SitelogIQ, Inc.

Client:

SitelogIQ

Name:

Name:

Title:

Title:

Date:

Date:



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

1. Energy Conservation Measures (lighting, mechanical, etc.)
2. Solar Generation and Energy Storage (Batteries)
3. Electric Vehicle Charging
4. Parking lot repair/replacement