



# **RESOLUTION No. 18-549**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE COUNTY OF NEVADA AND PG&E IN THE AMOUNT OF \$45,000**

WHEREAS, Resolution 16-175 authorized an Energy Performance Master Contract with Climatec LLC and SunPower Corporation, Systems, to implement an Energy Conservation and Solar Energy Generation Program at various Nevada County facilities; and

WHEREAS, Resolution 16-177 approved Agreement 2 for the Nevada County Energy Conservation and Generation Project with SunPower Corporation to engineer, procure, and construct five solar energy generation projects; and

WHEREAS, the original completion date for the entire project was December 1, 2017 but higher than average rainfall and PG&E interconnect issues caused substantial delays at the Lake of the Pines and Ranch Property facilities. Final project completion for all five solar sites was adopted by the Board on October 9, 2018 by Resolution 18-500; and

WHEREAS, a claim was submitted to PG&E by the County of Nevada. PG&E has provided the attached Settlement Agreement and Release in the amount of \$45,000 to settle the claim in relation to the delays the occurred at two of the solar project sites.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approves and authorizes the Chair to execute the attached Settlement Agreement and Release in the amount of \$45,000 and directs the Auditor to deposit the funds into Energy Services: 4331-92006-419-1000.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of November, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Release") is entered into by and between Nevada County ("Claimant"), and Pacific Gas and Electric Company ("PG&E"). For and in consideration of PG&E's payment of \$45,000.00, made payable to Claimant, the undersigned agree to the following:

**RECITALS**

On or about November 2017 to May 2018, delays occurred on 2 solar projects, "The Ranch" at Hwy 49, Nevada City, and "Lake of the Pines" at Riata Wy., Auburn, California ("the incident"). Claimant contends that PG&E is legally responsible for the incident. PG&E denies the contention. However, the parties wish to avoid the costs and expenses associated with the dispute, and wish to resolve this dispute informally, subject to the terms of this Release:

**TERMS**

1. Release: Claimant shall and does release, discharge and covenant not to sue or take administrative action against PG&E, its directors, agents, principals, receivers, trustees, employees, contractors, attorneys, representatives, insurers, predecessors or successors-in-interest and assignees as to any and all claims or causes of action of every kind and nature whatsoever, in law and in equity, whether known or unknown, which arise out of or are related to the incident. Claimant waives the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor.
2. No Admission of Liability: PG&E admits no liability for the incident in agreeing to the terms of this Release.
3. Scope of Release: This Release shall apply to and be binding upon PG&E and its directors, agents, principals, receivers, trustees, employees, contractors, attorneys, consultants, insurers, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations.
4. Release Drafted By All Parties: This Release shall be deemed to have been drafted equally by the parties, and shall not be interpreted for or against either party on the ground that any such party drafted it.
5. Governing Law: This Release shall be governed by and construed in accordance with the laws of the State of California.

6. Integration of Terms and Conditions: This Release contains all of the terms and conditions agreed upon by Claimant and PG&E relating to the matters covered by this Release, and supersedes any and all prior agreements, negotiations, correspondence, understandings, and communications of the parties, whether verbal or written, respecting the matters covered by this Release. This Release may be modified only by a writing signed by the parties or their authorized representatives.
7. Knowing and Voluntary Agreement: The parties to this Release acknowledge that they have reviewed all of the terms and conditions of this Release and have had the benefit of legal counsel's advice with respect to the Release.
8. Authorization to Execute Agreement: The parties to this Release represent and warrant that the persons who have signed this Release on their behalf are authorized to enter into this Release, and to bind the parties to its terms and conditions.
9. Parties to Bear Their Own Costs and Attorneys' Fees: The parties to this Release shall bear their own respective costs and attorneys' fees in connection with the incident, including actions brought to enforce the terms of this Release.
10. Effective Date: The effective date of this Release shall be the date it is signed by authorized representatives of Claimant and PG&E.
11. No Third Party Benefits: This Release is made for the sole benefit of the parties, and no other person or entity shall have any rights or remedies under or by reason of this Release, unless otherwise expressly provided for herein.

CLAIMANT

Dated: 11/13/18

Signed: Edward C. Scofield  
Authorized representative for Nevada County

Print Name and Title: Edward Scofield, Chair, Board of Supervisors