

MEMORANDUM OF UNDERSTANDING
Between
Sonoma County Permit and Resource Management Department and Bolero Energy Storage, LLC

This Memorandum of Understanding ("MOU" or "Agreement"), dated as of April 26th, 2024 ("Effective Date") is by and between the County of Sonoma Permit and Resource Management Department, (hereinafter "Permit Sonoma" or "County"), and Bolero Energy Storage, LLC, (hereinafter "Bolero-Energy Storage, LLC"). Permit Sonoma and Bolero-Energy Storage, LLC shall be collectively identified as the Parties.

AUTHORITIES

This Agreement is authorized under the provisions of Permit Sonoma Policy 8-0-7 Applicant Prepared Environmental Review and is consistent with the California Environmental Quality Act (CEQA), which provides that applicants of private development projects may prepare their own environmental documents. A draft environmental document may not be circulated by the County that does not represent the County's own independent judgment.

RECITALS

WHEREAS, Bolero-Energy Storage, LLC has submitted a Use Permit and Design Review application File PLP22-0005 for Bolero Energy Storage Project at 1901 Frates Road, Petaluma, APN's 017-140-011, 017-140-012 and 017-050-006; and

WHEREAS, Bolero-Energy Storage, LLC represents that it can provide duly qualified personnel experienced in environmental analysis for the purpose of preparing an Environmental Impact Report (EIR); and

WHEREAS, Bolero-Energy Storage, LLC acknowledges that (1) except for confidentiality of certain tribal cultural information, all initial submittals, studies, and edits to all EIR documents produced will be a matter of public record and all written communications about the project will be included in the administrative record; (2) all tribal consultations will be conducted by the County of Sonoma on a government to government basis with applicant involvement only as directed by Permit Sonoma management; (3) the process of an Applicant Prepared EIR may be more lengthy and expensive than the typical County prepared EIR; (4) payment of the full CEQA review cost is required with an At Cost Deposit (including but not limited to the contract cost of Permit Sonoma hired consultants conducting peer review of the EIR, staff hours associated with internal review and project management for the EIR, and all posting or publication costs); and (5) Permit Sonoma may, at its sole discretion, take over the work of the EIR preparation at any time.

WHEREAS, consistent with Permit Sonoma Policy 8-0-7 and CEQA, Permit Sonoma hereby agrees to allow Bolero-Energy Storage, LLC to provide an Applicant Prepared (EIR) utilizing qualified consulting staff.

WHEREAS, Permit Sonoma will hire it's own consulting staff to peer review the applicant's work to ensure that the EIR reflects the independent judgement of the County.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT

I. Recitals

The Recitals above are true and correct and incorporated herein.

II. Purpose

To establish a cooperative agreement between Permit Sonoma and Bolero-Energy Storage, LLC to allow the applicant to provide an Applicant Prepared EIR to be peer reviewed by the County and County hired consulting staff with expenses covered by the applicant consistent with and incorporating herein Permit Sonoma Policy 8-0-7 "Applicant Prepared Environmental Review."

III. Definitions

Applicant – Bolero-Energy Storage, LLC

Applicant-Prepared EIR – An Environmental Impact Report prepared under the direction of the applicant.

IV. Responsibilities of Permit Sonoma

1. Peer review all environmental work prepared by Bolero-Energy Storage, LLC and their hired consultants as determined by Permit Sonoma.
2. Ensure that the Applicant Prepared EIR and associated documents reflect the independent judgement of Permit Sonoma. A draft EIR may not be circulated by the County that does not represent the County's independent judgement.
3. Ensure that the Applicant Prepared EIR meets the legal requirements of CEQA.
4. Serve as the lead agency for purposes of the EIR including Tribal Consultation and as the point of contact in all government to government consultations.
5. Permit Sonoma, in its sole discretion may take over this EIR preparation at any time.

V. Responsibilities of Bolero-Energy Storage, LLC

1. Prepare an EIR and associated supporting documents which are accurate, objective, credible and legally compliant.
2. Submit all draft documents for peer review in a fully editable form that clearly indicates the draft status and preparer.
3. Submit final documents and attachments that are fully remediated in accordance with County requirements.

VI. Submittal to County

Nothing in this MOU shall be construed to provide the County with a right to records that have not been submitted to the County.

VII. Term of the Agreement

This MOU is for a term commencing on Effective Date, and ending on July 31, 2025. Unless terminated as provided for in Provision IX, this MOU shall automatically renew for successive one-year terms on the same conditions in effect at the conclusion of the ending term.

VIII. Hold Harmless

Bolero-Energy Storage, LLC agrees to defend, indemnify, and hold the County of Sonoma, supervisors, directors, officers, employees, and agents, wholly harmless for, from and against any and all costs (including without limitation all attorney's fees and costs of suit), liabilities, claims, losses, lawsuits, settlements, demands, causes, judgments and expenses arising from or connected with Bolero-Energy Storage LLC's or the County's acts or omissions or the performance of this MOU.

IX. Termination

1. Termination Without Cause. Notwithstanding any other provision of this MOU, at any time and without cause, both parties to this MOU have the right, in their sole discretion, to terminate this MOU by giving 5 days written notice to the other party.
2. Termination for Cause. Notwithstanding any other provision of this MOU, should Bolero-Energy Storage, LLC fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this MOU, Permit Sonoma may immediately terminate this MOU by giving Bolero-Energy Storage, LLC written notice of such termination, stating the reason for termination.
3. Authority to Terminate. The Board of Supervisors has the authority to terminate this MOU on behalf of Permit Sonoma. In addition, Tennis Wick, Department Head, in consultation with County Counsel, shall have the authority to terminate this MOU on behalf of Permit Sonoma.

X. 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 both parties.

XI. Contact Persons

For County of Sonoma Permit and Resource Management Department:

Attn: Tennis Wick, Director
2550 Ventura Avenue
Santa Rosa, CA 95403
Email: Tennis.Wick@sonoma-county.org
Office: 565-1925

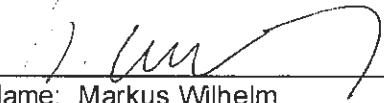
For Bolero-Energy Storage, LLC:

Attn: Markus Wilhelm, Manager
800 Taylor Street, Suite 200
Durham, NC 27701
Phone: 919-960-6015
Email: mwilhelm@stratacleanenergy.com

XII. Signatures

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

BOLERO ENERGY STORAGE PROJECT BY BOLERO ENERGY STORAGE, LLC:



Name: Markus Wilhelm
Title: Manager

4/26/24

Date

COUNTY OF SONOMA PERMIT AND RESOURCE MANAGEMENT:



Tennis Wick, AICP
Director, Permit and Resource Management

01 May 24

Date

Approved as to Form:



Deputy County Counsel

5/2/24

Date

Approved as to Substance:



Division Director or Designee

5/2/24

Date