

Attachment B

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REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (Agreement) is entered into between the County of Monterey, a political subdivision of the State of California (“County”) and the Homeowners at Quail, Inc. (collectively referred to as “the parties”) and is effective as of the last date opposite the respective signatures below.

RECITALS

WHEREAS, the streetlights located within County Service Area 25-Carmel Valley Golf and Country Club (“CSA 25”) are owned by the County; and

WHEREAS, the Homeowners at Quail, Inc., a homeowner’s association (HOA) has requested permission for security cameras to be installed on two (2) of the street lights within the jurisdictional boundaries of CSA 25; and

WHEREAS, the security cameras will be energized by electricity supplied by the County owned street lights; and

WHEREAS, the County will enter into an “Agreement for Unmetered Low Wattage Equipment Connected to Pacific Gas and Electric Company (“PG&E”) Owned Street Light Facilities” (“PG&E Agreement”) between the County and PG&E and shall be financially responsible for monthly PG&E charges required to energize the two (2) cameras;

WHEREAS, the cost for PG&E charges required to energize the two (2) cameras is estimated at \$15.00 per month;

WHEREAS, the HOA shall reimburse the County for monthly PG&E charges incurred by the County to energize the two (2) street lights;

NOW, THEREFORE,

1. HOA does hereby accept all financial responsibility for PG&E costs associated with energizing the two (2) cameras installed on County-owned streetlights and shall reimburse the County for all PG&E charges.
2. HOA shall reimburse the County for all PG&E charges for the two (2) cameras on a monthly basis. Said reimbursement shall be due to the County upon the HOA’s receipt of monthly invoices and shall be paid within 30 days of the date of said invoice or HOA’s receipt of said invoice, whichever date occurs later. In the event an invoice is not generated by the County, the HOA shall reimburse County no later than the 30th day of the month for charges applicable to the preceding month.
3. HOA shall be responsible for any future PG&E rate increases as applicable to the two (2) cameras as said rate increases occur.
4. The recitals set forth above are incorporated into this Agreement.
5. The PG&E Agreement referenced above is incorporated into this Agreement.
6. This Agreement constitutes the entire Agreement between the parties. Any amendment must be made in writing and signed by the parties, or their respective successors or assigns.

7. Separate facsimile counterparts may be executed by the parties with the same effect as if executed at the end hereof and shall be effective as to all signatories. Signatures by facsimile shall be deemed of equal merit as original signatures. This Agreement with any and all of its counterparts shall constitute one and the same Agreement.
8. The signatories to this Agreement warrant and represent that they are authorized to execute this Agreement on behalf of the respective parties.
9. The signatories to this Agreement warrant and represent that they have sought, or have had the opportunity to seek, the advice of their respective legal counsel.

The parties have executed this Agreement by their duly authorized officers as of the last date opposite the respective signatures below.

County of Monterey (COUNTY)

Homeowners at Quail, Inc. (HOA)

By: _____
 Randell Y. Ishii, MS, PE, TE, PTOE
 Director of Public Works, Facilities,
 and Parks

By: _____
 Steve Schloss, President

Date: _____

Date: _____

And By: _____

Name: _____

Title: _____
*(Secretary, Assistant Secretary,
 Treasurer, Assistant Treasurer, or
 Chief Financial Officer [CFO])*

Date: _____

Approved as to Form

Approved as to Form

Office of the County Counsel-Risk Manager
 Leslie J. Girard, County Counsel-Risk Manager

By: _____
 Mary Grace Perry
 Deputy County Counsel

By: _____

Name: _____
 HOA Counsel

Date: _____

Date: _____