

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item # D

Meeting Date: February 6, 2014

Subject: Approval of Grants, Entitlements, and Other Income Agreements

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

RECOMMENDED BID AWARDS ±FACILITIES PROJECTS

Bid No. 705 -0530 Lease-Leaseback Agreement for Restroom Remodels (three)
at Luther Burbank High School

Recommendation: Award to Landmark Construction

Amount/Funding: \$218,753

Bid No. 002 -0431 Lease-Leaseback Agreement for Restroom Upgrades
at Isador Cohen Elementary & Fern Bacon Middle Schools

Recommendation: Award to Roebbelen Contracting, Inc.

Amount/Funding: \$137,500

The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property

NOTICES OF COMPLETION ±FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Turner Construction	Area 3 ±Quick Strike & Modernization Projects	December 2, 2013
Landmark Construction	Area 5 ±Quick Strike & Modernization Projects	December 5, 2013
Roebbelen Contracting	Daylighting Project at Isador Cohen Elementary School	December 10, 2013
Roebbelen Contracting	Daylighting Project at Alice Birney K-8 Waldorf School	January 7, 2014

Memorandum of Understanding Concerning
Proposition 39
Support Services Provided by
Sacramento Municipal Utility District

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RECITALS

This MOU is entered into with reference to the following facts:

- A. WHEREAS, the California Clean Energy Jobs Act (an initiative approved in Proposition 39/ 3D W W K H 1 R Y H P E H U general election) made changes to corporate income taxes and provides for the transfer of monies annually from the General Fund to the Clean Energy Job Fund, or the Job Creation Fund, for five (5) fiscal years beginning with the 2013-14 fiscal year.
- B. WHEREAS, as provided in Senate Bill No. 73 (Proposition 39 Implementation), monies in the Job Creation Fund are available, upon appropriation by the Legislature, for purposes of funding eligible projects that create jobs in California improving energy efficiency and expanding clean energy generation.
- C. WHEREAS, California public school districts (K-12), county offices of education, public charter schools, state special schools, and community college districts (local education agencies or LEAs) are eligible for grants for energy efficiency projects.
- D. WHEREAS, School District received a Proposition 39 grant.
- E. WHEREAS, SMUD is a community-owned electric utility engaged in the business of generation, transmission and distribution of electric power to customer-owners principally in the greater Sacramento area.
- F. WHEREAS, School District desires to have SMUD assist them through support services, and SMUD desires to provide said supports services in lieu of incentives for the installation of energy efficiency projects, under the terms and conditions contained in this MOU.

V W D W

NOW, THEREFORE, in consideration of the above-mentioned recitals, the covenants herein, the Parties mutually agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this MOU and the intent of the Parties is to provide School District with energy efficiency support services, as particularly described in Exhibit A (Support Services) attached hereto and by this reference incorporated herein. This MOU shall control the manner and means by which the Parties allocate between themselves responsibilities and costs of the activities and in-kind services. Additional services may be conducted pursuant to amendments to this MOU.

II. RESPONSIBILITIES

A. School District Responsibilities. School District shall provide the following:

- i. One (1) designated contact person;
- ii. Access for SMUD and its contractors to conduct energy audits and, measurement and verification studies;
- iii. Authorization for SMUD to release billing data and interval data to LWV³ VXS SRUW VHUYLFHV' FRQWUDFWRU V
- iv. School District staff assistance to identify electrical infrastructure, to physically inspect structures and to answer questions regarding building age, design, construction, or occupancy.

B. SMUD Responsibilities. 608' RU LWV³ VXS SRUW VHUYLFHV' FRQWUDFWRU V provide the following:

- i. One (1) designated contact person;
- ii. Review of School 'LVWUUDFWRU V requests to the California Energy Commission (CEC) to ensure accuracy of energy savings calculations;
- iii. Assistance in prioritizing energy-savings potential of School District facilities; and
- iv. Assistance in auditing School District facilities.

III. ALLOCATION OF COST FOR ACTIVITIES AND IN-KIND SERVICES

A. Costs.

Costs that the Parties agree to allocate under this MOU include the costs actually incurred or to be incurred in the performance of the energy efficiency support services. These costs do not include: (1) the cost of any work specifically contemplated under this MOU, internal costs or expenses of any Party.

B. Allocation of Contribution.

Costs are allocated as follows:

<u>Entity</u>	<u>Contribution</u>
SMUD	75% of the cost of auditing services and consultant services
School District	25% of the cost of auditing services and consultant services

608' V FRQWULFWRU energy efficiency incentives. Neither the School District nor the School District nor the School District efficiency incentives related to the projects or measures identified or discussed as part of this MOU. 6FKRRO'LVWULFWXQGHUVWDQG contribution will be disbursed on a first-come, first-served basis among all participating LEAs, and once SMUD has committed all budget funds no further contributions will be made to any LEA including

B. Notices.

Any notice or communication subject to the terms of the MOU shall be in writing and either personally delivered or sent via e-mail, facsimile or certified mail, postage prepaid and return receipt requested at the address specified below or such other address designated in writing.

If to SMUD: Sacramento Municipal Utility District

Attention: _____

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However, the failure by such Party to deliver such original signature shall have no effect on the validity, binding effect or enforceability of this MOU as to such Party.

IN WITNESS WHEREOF, the Parties hereto enter into this MOU as of the Effective Date.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By _____ Date _____
John DiStasio, General Manager and CEO
Sacramento Municipal Utility District - SMUD

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By _____ Date _____
Sara Noguchi, Ed. D., Interim Superintendent
Sacramento City Unified School District

EXHIBIT A SUPPORT SERVICES

Energy Services

- Provision of energy usage data to CEC (Step 1¹)
 - o Provide 12 months historical hourly electricity usage data to CEC in correct format
 - o Provide post-installation electricity usage data
 - o Provide site level energy savings report (Step 8, difference between pre- and post-installation site energy use)
- Assistance with benchmarking, audits and data analytics (Step 2).
 - o Perform benchmarking and provide benchmarking report to all LEAs (SMUD staff analysts). May include dynamic tools that respond to changes in criteria or inputs.
 - o Access to energy analytics contractor for benchmarking and screening individual sites and buildings
 - o Assistance with estimating energy savings and demand reduction, energy usage intensity (EUI).
 - o Assistance in ranking schools for project identification.
- Energy Project Identification (Steps 3-5)
 - o Assistance in requesting free CCC audits for facilities that qu-6(a)-3(rk.23 Tm [(-)] BT _ 1 (

- o Review Energy Expenditure Plans for quality and completeness prior to submitting to CEC
- o Assistance responding to CEC inadequacy judgment of Energy Expenditure Plan
- Project Implementation
 - o Specifications to ensure implementation contractors collect and provide data required for CEC reporting
- Tracking and reporting (Step 8)
 - o Assistance assessing best option for evaluating project-level energy savings
 - o Preparation of site-level energy savings reports
 - o Hiring and retainer of M&V contractor for third party M&V studies, if needed.
- Conservation guidelines to encourage energy-saving behavior by facilities staff, faculty and students to increase savings and duration of savings.

Administrative Support Services

- Advocating for LEA needs with the CEC
- Assistance in understanding program guidelines and requirements, process structure and timeline (e.g. workshops, fact sheets, templates, guides, web site, access to Prop 39 experts for assistance).
- Coordinate joint procurement of professional services for auditing, data analytics, and M&V, if necessary
- Assistance with forms and reporting requirements
- Coordinate with PG&E to combine gas and electric data in benchmarking tools, provide common format for project reporting, and align support services for schools that are offered by each utility.

Workforce Development and Enlmag BT 100ery