



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item #8.1a

Meeting Date: February 6, 2014

Subject: **Approval of Grants, Entitlements, and Other Income Agreements**
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Ken A. Forrest, Chief Business Officer
 Kimberly Teague, Contract Specialist

Approved by: Sara Noguchi, Ed.D, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

LUTHER BURBANK HIGH SCHOOL

A14-00074 University of California, Davis	9/1/13 – 6/30/14: Grant funding from University of California, Davis, to continue and enhance the "Parent University" program at Luther Burbank High School. Funds will be used to increase number of home visits by 60 visits (currently funded for 180 visits); Provide two additional GED Prep classes at night for parents; Provide professional development and travel to support capacity building.	\$13,796 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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FACILITIES SUPPORT SERVICES

A14-00076 Sacramento Municipal Utility District (SMUD)	1/1/14 – 12/31/18: Memorandum of Understanding Concerning Proposition 39 Support Services provided by SMUD. Continuation of an ongoing partnership with SMUD to leverage Prop 39 funding during the five year allocation of State funds. Annual allocation of funds will depend on each year's adopted State budget. The first year allocation is approximately \$2 million and will be used for eligible projects identified in Prop 39. The District is proposing to partner with SMUD to provide auditing services required under Prop 39 and to utilize SMUD's list of energy services providers garnered through a Request for Proposal process.	SMUD will contribute 75% of auditing and consultant services; SCUSD will contribute 25% of auditing and consultant services - funding allocated out of Prop 39
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APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	C.B. Wire Elementary Nutrition Services	None	Recycle
Shop Vehicles (4)	Facilities Support Services	\$2,500 (est)	Salvage

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No. 704-0530	Lease-Leaseback Agreement for Parking Lot Lighting & Cameras at Luther Burbank High School
Recommendation:	Award to Landmark Construction
Amount/Funding:	\$155,620

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

This Memorandum of Understanding ("MOU") is entered into this ____ day of January, 2014 (the "Effective Date"), by and between the Sacramento Municipal Utility District ("SMUD") and the Sacramento City Unified School District ("School District") (hereinafter the signing entities are referred to individually as "Party" or collectively as "Parties").

RECITALS

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

- A. WHEREAS, the California Clean Energy Jobs Act (an initiative approved by the voters as "Proposition 39" at the November 6, 2012, statewide 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.

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 its “support services” contractors; and
- 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. SMUD or its “support services” contractor shall provide the following:

- i. One (1) designated contact person;
- ii. Review of School District’s funding 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 performed for one Party's benefit and not contemplated under this MOU, (2) attorneys' fees of any Party, or (3) the 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

SMUD's contribution is in-lieu of energy efficiency incentives. Neither the School District nor the School District's contractors are eligible for energy efficiency incentives related to the projects or measures identified or discussed as part of this MOU. School District understands that SMUD's 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 School District. Under no circumstances shall SMUD's cost contribution under this MOU exceed 75% of the cost of auditing and consultant services set forth herein. SMUD shall not be responsible for any costs incurred by the School District related to any project. School District agrees that it will work with SMUD to identify those facilities that will be part of auditing and consulting services based upon SMUD's efficiency portfolio.

IV. GENERAL

A. Auditing and Consulting Services

To the extent that the auditing or consulting services result in SMUD its employees or agents (including subcontractors) coming into contact with School District's students, SMUD shall first provide evidence that such employees or agents have been fingerprinted and background checked in keeping with the requirements of the Education Code.

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: _____
PO Box 15830, MS _____
Sacramento CA 95852-1830
Tele: (916) 732-6752
Email: _____

If to School District: _____

C. Termination.

Provided there are no outstanding contributions for energy efficiency support services, this MOU may be terminated by either Party with thirty (30) days prior written notice.

D. Definitions.

Terms which are defined in any part of this MOU shall have the defined meaning whenever used with initial capital letters throughout this MOU.

E. Construction.

In the event of a dispute between the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOU.

F. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No assignment or delegation of

the obligation to make any payment or reimbursement hereunder will release the assigning Party without the prior consent of the other Party.

G. No Business Relationship.

Nothing contained in this MOU shall be construed to constitute the Parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking.

H. Severability.

If any provision of this MOU is deemed invalid or unenforceable, the balance of this MOU shall remain in full force and effect.

I. Integration.

This MOU constitutes the entire understanding among the Parties pertaining to the subject matter hereof and supersedes all prior understandings and representations of the Parties with respect to the subject matter hereof. Any representation, promise, or condition not incorporated into this MOU shall not be binding on any Party.

J. Headings.

The subject headings of the sections of this MOU are included for the purposes of convenience, and shall not affect the construction and interpretation of any of its provisions.

K. Warranty of Authority.

Each person signing this MOU represents and warrants that he or she has been duly authorized to enter into this MOU by the entity on whose behalf it is indicated the person is signing.

L. Amendment.

This MOU may not be modified, amended or supplemented, or otherwise changed except by the written agreement of each of the Parties.

M. Execution and Counterparts.

This MOU may be executed and delivered in facsimile counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same MOU. Any Party executing and delivering this MOU by facsimile shall deliver an original signature page to the other Party hereto as soon as practicable.

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)
 - Provide 12 months historical hourly electricity usage data to CEC in correct format
 - Provide post-installation electricity usage data
 - 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).
 - Perform benchmarking and provide benchmarking report to all LEAs (SMUD staff analysts). May include dynamic tools that respond to changes in criteria or inputs.
 - Access to energy analytics contractor for benchmarking and screening individual sites and buildings
 - Assistance with estimating energy savings and demand reduction, energy usage intensity (EUI).
 - Assistance in ranking schools for project identification.
- Energy Project Identification (Steps 3-5)
 - Assistance in requesting free CCC audits for facilities that qualify
 - Access to energy auditing contractor
 - Guidance in performing Energy Surveys and assistance in use of CEC calculators
 - Assistance with setting up project prioritization and sequencing process (weighing various decision criteria, etc.)
 - Guidance in identifying appropriate option for indentifying energy projects
 - Validation of analytics software?
- Packaging projects (Steps 6 and 7)
 - Guidelines for scheduling and prioritizing projects for best economies of scale and match with flow of grant funds.
 - Provide technical assistance for bundling of projects for meeting cost-effectiveness requirements. (ASHRAE Level 2 energy audit reports should provide this service, where they are done).
 - Provide template for Energy Expenditure Plans if none available from CEC
 - Coordinate with PG&E to include estimate of gas incentives (comes out of costs for calculating SIR).
 - Assistance in preparing Energy Expenditure Plans

¹ The “steps” refers to the eight step process outlined by the CEC in Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines (November 2013).

- Review Energy Expenditure Plans for quality and completeness prior to submitting to CEC
 - Assistance responding to CEC inadequacy judgment of Energy Expenditure Plan
- Project Implementation
 - Specifications to ensure implementation contractors collect and provide data required for CEC reporting
- Tracking and reporting (Step 8)
 - Assistance assessing best option for evaluating project-level energy savings
 - Preparation of site-level energy savings reports
 - 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 Energy Literacy Services

- High school auditor training program
- Student learning opportunities at retrofitted schools
- Host training (e.g. facility manager training)