

## AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

**James Richmond**  
**President**  
**First Note Finance Inc.**

**Cal-Shape home page**

<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

**This is the Cal-Shape Registration and Application page**

<https://calshape.energy.ca.gov/Account/Login>

**Ventilation program guidelines document:**

<https://www.energy.ca.gov/publications/2021/california-schools-healthy-air-plumbing-and-efficiency-ventilation-program>

**The supporting AB-841 legislation is here:**

[https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\\_id=201920200AB841](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB841)

Your schools qualify as underserved.

The AB-841 Cal-Shape stimulus grant program began taking Plumbing fixture grant applications online on Aug. 31<sup>st</sup>. We are anticipating the Ventilation Study grant applications by the end of this month (Sept. 2021).

The application instructions have made requirements for the following attachments that will have to be signed by your school and returned to us, then uploaded along with your Ventilation program application. Additionally, we have attached an Addendum to our Prop-39 Independent Contractor Agreement that will need to be signed as well.

**ACTION ITEMS: Documents needed to submit application**

1. Proof of ownership or complying lease (*not attached – you will need to attach yours back to us*)
2. Certificate of Good Standing – Charter Schools only
3. Letter of authorization – third-party applicants only
4. Payee Data Record – STD 204
5. Addendum to FNF Independent Contractor Agreement

We recommend working with EMCOR Services on the Ventilation study. EMCOR has an engineering division and a contracting division. The Program Guidelines do not require competitive bids, and the Public Works requirements have been waived by Governor Newsom due to Covid, however, some of our school clients have internal procurement rules that do require competitive bids.

*(Note: If your school has more specific procurement requirements than this, we will try to accommodate those additional procurement requirements after the applications have been submitted, preferably at the front of the line. The funding goes first-come, first-served, and the funds for Tier-1 schools are somewhat limited. We are unfortunately pressed for time on this.)*

Some of you may have questions such as how much money is the grant going to be? We are working on that now with the contractors, and will be better be able to answer that question accurately for each of your schools in the coming days as we receive the contractor estimates. In the meantime, it will be very important to complete the ACTION ITEMS 1-5 above. It will be impossible to submit an application without having received these signed forms back from you. *(I anticipate a ventilation grant for AIM about \$50K, which would include the professional ventilation study, as well as installation of CO2 monitors in each classroom, and our development, management, and reporting fee.)*

**ATTACHMENT 8B**

**Certificate of Good Standing for Charter School Applicants**

\_\_\_\_\_ [AUTHORIZER]  
CERTIFICATE OF GOOD STANDING

The undersigned, on behalf of \_\_\_\_\_ [AUTHORIZER], hereby certifies that the statements contained herein with respect to \_\_\_\_\_ [SCHOOL] ("School") are true and correct in all material respects on and as of the date hereof, unless otherwise noted below:

1. The School is operating pursuant to a valid active charter, the charter has not been abandoned, and the School is authorized to exercise all of its rights and privileges under its charter.
2. Neither the Authorizer, nor to Authorizer's knowledge has any other governmental agency or body, issued any Notice of Violation, Notice to Cure, Notice of Intent to Revoke, Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety, or any similar notice (collectively "Disciplinary Action"), with respect to the School, nor is the Authorizer aware of any circumstances that exist that would give rise to any Disciplinary Action. Nothing herein shall be interpreted as limiting or prohibiting the Authorizer from taking any Disciplinary Action.
3. To Authorizer's knowledge, the School is not currently and has not been within the last three years, under review, investigation or audit by the Authorizer or any other governmental agency or body (e.g., FCMAT, CDE, SBE).
4. Starting Date of charter \_\_\_\_\_  
Ending Date of charter \_\_\_\_\_
5. If any of the above statements is untrue or incorrect in any material respect, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[AUTHORIZER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**

**Letter of Authorization for 3<sup>rd</sup> Party Applicant**

\_\_\_\_\_ [SCHOOL]  
LETTER OF AUTHORIZATION

The undersigned, on behalf of \_\_\_\_\_ [SCHOOL], hereby authorizes James Richmond of First Note Finance *inc*, a California corporation [CONSULTANT], the limited authority to apply on the SCHOOL's behalf for the California AB-841 *Cal-Shape* stimulus grants on the SCHOOL's behalf, including grants for the SNPFA Plumbing Replacement Program, and the SRVEVR Ventilation Improvements Program for school re-opening.

This limited authority is provided for and governed by an Independent Contractor Agreement between the SCHOOL and the CONSULTANT.

If/when such grants are subsequently awarded to the SCHOOL, the SCHOOL may grant additional limited authority to CONSULTANT to provide SCHOOL with additional management services related to the implementation of the work funded by the grant programs.

Such additional limited authority is provided for and governed by an Independent Contractor Agreement between the SCHOOL and the CONSULTANT.

[SCHOOL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Addendum to  
INDEPENDENT CONTRACTOR AGREEMENT  
For AB-841 Stimulus Grant Development and Management Services

Between:

American Indian Model Schools  
and First Note Finance inc

ICA Agreement Date: April 11, 2017

Today's Date: September 10, 2021

The Prop-39 INDEPENDENT CONTRACTOR AGREEMENT provides for a fundraising and financing development fee of 6.5%.

**FUNDRAISING DEVELOPMENT FEE (6.5%)**

First Note Finance inc (FNF) has surveyed the Plumbing Fixtures and HVAC Systems for the LEAs listed above. FNF will apply for California Energy Commission AB-841 Stimulus grants on behalf of the LEAs, under programs called SEES and/or CAL-Shape. There are two applications: 1) the SNPFA Program for plumbing fixture replacements, and 2) the SRVEVR Program for HVAC Ventilation study and improvements related to schools re-opening. The LEAs agree to compensate FNF on a performance basis, a fixed-fee equivalent of 6.5% of the AB-841 grant funding secured for the schools. (See Exhibit AB-841, pp.2, for Price and Payment terms, milestones and deliverables.)

**PROJECT IMPLEMENTATION MANAGEMENT SERVICES FEE (7.5% - optional)**

Project Implementation Management Services are not included in the 6.5% fundraising development fee. If the schools would like FNF to provide Project Implementation Management Services, FNF will apply an additional fee of 7.5% for Project Implementation Management Services based on quarterly project progress milestones. (See Exhibit AB-841, pp.2, for Price and Payment terms, milestones and deliverables.)

\_\_\_\_\_ Initial here if (optional) *Project Implementation Management Services* are wanted

The LEA(s) listed above hereby authorize First Note Finance *inc* as an independent 3rd Party provider of the services described herein, and authorizes First Note Finance *inc* to develop the described AB-841 grant funding on its behalf. If no funding is developed and awarded to the LEA under the AB-841 program, the LEA will owe nothing to First Note Finance *inc*.

Other applicable terms of the Prop-39 INDEPENDENT CONTRACTOR AGREEMENT remain in effect.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

First Note Finance *inc*

American Indian Model Schools

By: James Richmond

By: Maya Woods-Cadiz

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Addendum to  
 INDEPENDENT CONTRACTOR AGREEMENT  
 For AB-841 Stimulus Grant Development and Management Services  
 (continued)

**Exhibit AB-841  
 Price and Payment Terms**

PROGRAM	FUNDRAISING DEVELOPMENT FEE	PROJECT IMPLEMENTATION MANAGEMENT FEE
AB-841 Cal-Shape SNPFA Plumbing Fixtures and Appliances Replacement Program	6.5%	7.5%
AB-841 Cal-Shape SRVEVR Ventilation Study and Improvements Program	6.5%	7.5%

#	Milestone / Deliverable	Included in FUNDRAISING DEVELOPMENT FEE (6.5%)		Included in PROJECT IMPLEMENTATION MANAGEMENT FEE (7.5%)	
		YES	NO	YES	NO
1	Site Survey / Plan Review	YES	No cost to LEA	NO	
2	Develop Equipment List				
3	Solicit Contractor Estimates				
4	Prepare Grant Applications				
5	Secure Grant Awards on behalf of LEA	YES	75% progress		
6	Quarterly Reports to CEC	YES	5% progress per Quarter to 100% completion		
7	Assist LEA with Periodic Reimbursement Invoices to CEC & Funds Disbursement	YES			
8	Coordinate Project and Contractor Schedules	NO		YES	20% progress per Quarter to 90% progress
9	Review Contractor Invoices and Verify Work Progress, Secure Contractor Paperwork and Lien Releases			YES	
10	Site Inspections and Punch Lists Items Management			YES	
11	Amendments			YES	
12	Final Reports to CEC			YES	

Payment terms are net-30 days upon receipt of Invoices.

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between American Indian Model Schools, hereinafter referred to as "District," and First Note Finance *inc*, a California Corporation, Taxpayer ID Number: 46-1370205, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor.

The Services to be provided by Contractor are included in Exhibit 'A', attached hereto and made part of this Agreement.

2. Term. Contractor shall commence providing services under this Agreement on the date this Agreement is executed and will diligently perform as required and complete performance by according to the timelines provided in Exhibit 'A', once executed.

3. Compensation. District Agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed the fees provided in Exhibit 'B'. District shall pay Contractor according to the following terms and conditions: (For additional explanation of payment terms attach Exhibit B, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit B is applicable to this Agreement.)

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

Approved travel expenses to Sacramento, CA, if in person meetings are required with California Energy Commission staff or commissioners directly related to Proposition 39 funded activities for the District.

(For additional explanation of expenses, attach Exhibit C, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit C is applicable to this Agreement.)

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees, agents and contractors shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes full responsibility for the acts and/or omissions of his/her employees, agents and contractors as they relate to the services to be provided under this Agreement.

6. Taxes. California Residents: Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

**Non California Residents:** California Revenue and Taxation Code and related regulations require districts that make payments of California source income of more than \$1,500 in a calendar year to non-resident independent contractors performing services to withhold income taxes. (Some exceptions may apply.)

7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

Contractor's services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information that is related to the District's research, development, trade secrets, and business affairs, but does not include information that is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District, and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, hold harmless, and defend District against any action or claim brought by the copyright holder.

9. Audits and Inspection of Records. At any time during normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above all data, records, investigation reports, and all other materials related to matters covered by this Agreement, and Contractor will permit the District to audit, and to make audits of, all invoices, materials, payrolls, records of personnel, and other data related to all matters covered by this Agreement.

10. Originality of Services. Contractor agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District, and/or used in connection with this Agreement shall be wholly original to District and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

11. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

12. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than ten (10) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the ten (10) days, cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than ten (10) days after the day of mailing, whichever is sooner.

13. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, or loss or theft of, property; or (3) any other loss, damage, or expense arising out of (1) or (2) above sustained by the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(b) Any injury to or death of any person, including the District or its officers, agents, employees, students, and visitors or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of or in any way connected with the services covered by this Agreement, whether said injury or damage occurs on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

Contractor further agrees that any agreement with any person, firm or corporation, engaged by Contractor as an independent contractor to perform services in furtherance of this Agreement, shall impose on such person, firm or corporation a duty to indemnify, hold harmless and defend the District to the same extent as required of Contractor under Section 13 of this Agreement.

14. Insurance. Contractor agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement.

Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy and to provide an endorsement to this policy evidencing such.

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor will also provide automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

**Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty-day written notice of cancellation or reduction in coverage, at the time this Agreement is signed by Contractor and submitted to District.**

(For additional explanation and detail of insurance requirements, attach Exhibit D, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit D is applicable to this Agreement.)

15. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend the District and hold the District harmless from such claim. Contractor represents that any person, firm or corporation engaged by Contractor to perform services in furtherance of this Agreement, whom Contractor has

designated as an independent contractor, is properly designated as such under pertinent law, including the Workers Compensation Act. Contractor agrees to hold harmless, indemnify and defend the District from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which arises from or is in any way related to such designation as an independent contractor.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now, or may in the future become, applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

18. Permits/Licenses. Contractor and all Contractor's employees, agents or contractors shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

21. Affirmative Action Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

22. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Maya Woods-Cadiz, Superintendent  
American Indian Model Schools  
171 12<sup>th</sup> Street  
Oakland, CA 94607

For Contractor: James Richmond, President  
First Note Finance *inc*  
831 Pomona Avenue  
Coronado, CA 92118

24. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

28. Applicable Exhibits. The Exhibits checked below are incorporated into this agreement:

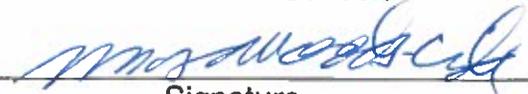
<input checked="" type="checkbox"/>	Exhibit A Services Paragraph 1	<input checked="" type="checkbox"/>	Exhibit B Payment Paragraph 3	<input type="checkbox"/>	Exhibit C Expenses Paragraph 4	<input checked="" type="checkbox"/>	Exhibit D Insurance Paragraph 14 and 15
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First Note Finance *inc* Independent Contractor Agreement: American Indian Models Schools, (District)

This Agreement is entered into this 11 day of April, 2017.

DISTRICT  
American Indian Model Schools

CONTRACTOR  
First Note Finance *inc*

By:   
Signature

By:   
Signature

Typed Name: Maya Woods-Cadiz ✓

Typed Name: James E. Richmond

Title: Superintendent

Title: President

EIN: 46-1370205  
Tax ID Number or Social Security No.

**EXHIBIT D**

In accordance with paragraph 14 and 15 of this Independent Contractor Agreement, dated \_\_\_\_\_ between First Note Finance inc and American Indian Model Schools for services to be provided in Exhibit 'A', Schedule '1', attached hereto and made part of this Agreement. \_\_\_\_\_, (date) the following coverage and proof thereof must be provided prior to commencing any services.

- Commercial General Liability Insurance  
Limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and:
  - Endorsement naming the District and its officers, agents and employees as additional insureds
  - Endorsement stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory".
- Automobile liability covers "any auto" (and/or non-owned)  
Limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage
- Worker's Compensation Insurance

## **CONTRACT TASK ORDER**

### **TASK 1: Proposition 39 Energy Manager Services, Planning**

There is an eight-(8) step process outlined by the California Energy Commission (CEC) to be eligible to receive Energy Project Award Funding under the Proposition 39 program. Step number 7 of the process is:

- Step 7: Complete and Submit an Energy Expenditure Plan.

In order to compile the information necessary to complete Step 7, the following Steps 1-6 will need to be completed first.

- Step 1: Electric and Gas Usage/Billing Data
- Step 2 Benchmarking or Energy Rating System
- Step 3: Eligible Energy Project Prioritization Considerations
- Step 4: Sequencing of Facility Improvements
- Step 5: Eligible Energy Measure Identification
- Step 6: Cost-Effectiveness Determination

INDEPENDENT CONTRACTOR will assist the District with Preparation of Proposition 39 Expenditure Plan for Submittal to the CEC, submit the completed Energy Expenditure Plan to the CEC according to its required schedule and process, and then shepherd the Energy Expenditure Plan through the CEC process to approval, thereby securing allocated Proposition 39 funding on the District's behalf. This outcome will also depend on proper execution Task 2:

### **TASK 2: Proposition 39 Energy Manager Services, Screening, Benchmarking, Energy Auditing**

INDEPENDENT CONTRACTOR will gather billing data, perform benchmarking, and perform energy audits (Steps 1-3), and compile the observations and recommendations district-wide to meet the CEC requirements for Steps 1-3.

INDEPENDENT CONTRACTOR will compile the information and consult with District in order to complete Steps 4-5. Once these steps are complete, INDEPENDENT CONTRACTOR will perform and report Step 6, using the established Savings to Investment ratio method (SIR) prescribed in the Proposition 39 Guidelines, in such a manner as it will be acceptable by the CEC in support of the Energy Expenditure Plan. Through this process a final, district-wide, cost-effective scope of energy efficiency measures will be cataloged and

made to support a successful outcome of completing the Energy Expenditure Plan, and having it approved by the CEC.

INDEPENDENT CONTRACTOR will complete and submit applications to District's utility provider(s) for rebates and incentives in support of the District's Proposition 39 Program, including on-bill financing if available. Other potential sources of funding will also be identified and applied for including, but not limited to, the CEC ECAA loan program. INDEPENDENT CONTRACTOR will shepherd these various applications through to collection of the funds on behalf of the District.

**DISTRICT SUPPORT NEEDED:** In order for CONTRACTOR to perform its work efficiently and in a timely manner, CONTRACTOR requests certain information, including executed documentation, from the DISTRICT. Such information will include, but may not be limited to the following:

1. Fourteen (14) months of utility usage data, per each electric and/or gas meter related to the District's operations;
2. Online access to DISTRICT's utilities accounts (electricity and natural gas);
3. DISTRICT Online access to the California Energy Commission's (CEC) Proposition 39 online planning tools;
4. Executed Utility Authorization Forms and/or letters from the California Energy Commission and the DISTRICT's utilities provider(s).
5. Floor plan drawings and/or site plans of the DISTRICT facilities and/or campuses.
6. Key DISTRICT staff telephone and email contact information for onsite access and information requested above.

This information, executed documentation, and online access is requested to be provided to CONTRACTOR as soon as reasonably possible following the execution of this contract. CONTRACTOR will provide DISTRICT with assistance as well as electronic tools to make this information gathering as easy as possible.

### **TASK 3: Proposition 39 Annual Tracking and Reporting Services**

INDEPENDENT CONTRACTOR will prepare a Measurement and Verification Plan related to the Proposition 39 program in support of the requirements of the CEC Guidelines, then implement the measurement and verification plan activities to monitor and verify the energy and O&M savings accruing from the Proposition 39 funded Energy Efficiency measures. These tasks will be implemented on an ongoing basis after the completion of each energy efficiency measure for the duration of the Proposition 39 program, or through August 31, 2019, whichever comes first.

INDEPENDENT CONTRACTOR will prepare and submit required annual reporting to the CEC after the completion of each energy efficiency measure for the duration of the Proposition 39 program, or through August 31, 2019, whichever comes first. Includes responding to and answering questions and/or challenges made by the CEC reviewers throughout this process.

**TASK 4: Project Implementation Management Services for District's Facilities**

INDEPENDENT CONTRACTOR will perform Project Management of tasks related to the Proposition 39 program.

**Design Engineering Management:** This will include preparation of detailed Contractor Statements of Work, Preparing an RFP for Design Engineering Specifications, assisting the District with Design Engineer selection, managing the Design Engineering process through Schematic Design, Detailed Design, and Construction Documents phases, then submitting the Construction Documents to the local jurisdiction for building permit approvals, and shepherding this process through in a timely manner.

**Contractor Solicitation and Selection:** This will include preparation of RFPs for trades contractor procurement such as general construction, geotechnical, excavation, mechanical, electrical, plumbing and piping, system commissioning, and/or controls/information technology contractors that will be needed to implement the Facilities Operations and Maintenance projects. INDEPENDENT CONTRACTOR will assist District with contractor interviews and selection, and prepare the contracts for the successful bidders.

**Project Management:** INDEPENDENT CONTRACTOR will assist District with Project Management tasks related to the Proposition 39 Program.

- Installation Contractor Bid Management & Selection Process Assistance
- Preparation of the Installation Contract including detailed Statements of Work and Schedules of Values that will govern payment eligibility milestones to the selected installation contractors
- Intermittent on site Project Management of construction, equipment and associated System Commissioning Program of the installed systems and equipment.
- Review Contractor Invoices and Recommend (or not) Progress Payments
- Review contractor change-orders if they are received, determine efficacy of the change-order claims, and assist District with negotiating reasonable and favorable outcomes.
- Coordinate and facilitate District Staff Training on the installed equipment and systems

- Prepare an Operations & Maintenance Binder for the installed equipment and systems, including mechanical construction documents and contractor shop-drawings, cut-sheets of all products installed, warranty cards, and operator's manuals.

**Not-to-Exceed Contract Price:**

The not-to-exceed contract price over the course of the program is 10% of the Proposition 39 funding secured on District's behalf. This applies to the terms of Task 1 through Task 4 herein.

**TASK 5: Fundraising and Financing Development**

Separate of Task 2 sources of funding above, INDEPENDENT CONTRACTOR will assist District with fundraising and acquisition of financial resources related to implementation of the Proposition 39 Program. INDEPENDENT CONTRACTOR will provide these services on a fee for performance basis identified as "fundraising fee" on Exhibit B herein. INDEPENDENT CONTRACTOR will search for qualifying project funding options, including but not limited to foundation grants, zero-interest loans, or tax-deduction assignment to donors, facilitate applications and processes to secure such funding on behalf of District, and follow through to collection of the funds to the account of DISTRICT.

Additionally, INDEPENDENT CONTRACTOR will investigate other financing options from bank or bond market sources to be secured against allocated future Proposition 39 funding in accordance with the CEC guidelines and (approved) Energy Expenditure Plan (Task 1), including aggregating such bank loan or bond market products with other school districts statewide to achieve an overall lower interest rate, and propose such financial options to DISTRICT for its review and approval. (If) and once approved, INDEPENDENT CONTRACTOR will execute loan agreements (further approved by DISTRICT), and follow through to collection of these funds to the account of DISTRICT.

Exhibit 'B'

**FEE & TASK SCHEDULE –TASK ORDER**

Years	Scope of Work	Fee Proposal	Fundraising Fee
2017	Complete benchmarking, energy auditing, and screening	\$ 8,142.00	
2017	Complete & submit Energy Expenditure Plans	\$ 6,785.00	
2017	Obtain funds commitment of Energy Expenditure Plan	\$ 6,785.00	
2017-19	Manage project installation to completion	\$ 24,426.00	
2017-19	Tracking & Reporting to CEC	\$ 8,142.00	
2017-19	Fundraising and Finance Development		6.5%
	<b>Total:</b>	<b>\$ 54,280.00</b>	

**LEA:**

American Indian Public Charter	171 12th St. Oakland, CA 94607
American Indian Public Charter School II	171 12th St. Oakland, CA 94607

**Fundraising Fee:** The equivalent of 6.5% fundraising fee will be billed for additional funding or financing raised or arranged by Contractor as per terms of Task 5 herein.

**Payment Terms:** A retainer fee shall be paid to Contractor in the amount of 20% of the total Lump Sum Fees amount shown above upon execution of this Task Order. Progress payments are due monthly with net 30 day payment terms, subject to cash flow considerations based on collections of State funds.