AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Cty Manager's Signature MOU

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Requesting ratification of County Manager's signature on the MOU with Colorado Energy Office

Fiscal Impact:

Submitted by: Liz Mense for John Cattles **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 1/16/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/16/2019 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/17/2019

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 1/22/2019

Revised April 2015

COLORADO
Energy Office
Energy Performance Contracting

MEMORANDUM OF UNDERSTANDING

between the CEO and GUNNISON COUNTY

Overview

One hallmark of success in the Colorado Energy Office's (CEO's) Energy Performance Contracting Program (EPC) is the support provided by one of CEO's EPC project consultants to each and every EPC project. A CEO EPC project consultant provides coaching and technical assistance to the Facility Owner every step of the way to ensure that the Colorado Energy Performance Contracting Program is a successful experience for all.

The EPC Program brochure describes Colorado's Standards for Success for the relationship between CEO and its clients and their energy service company. It also outlines the coaching and technical assistance provided Program participants **at no charge** throughout the life cycle of an EPC project. CEO does this to ensure a successful experience through what can be an involved technical, legal and financial process.

In addition, CEO offers standardized program contracts and processes and a pool of pre-qualified Energy Service Companies to make EPC projects even more approachable.

To benefit from this package of coaching and technical assistance, please:

1. Have the authorized signer from your state agency or local jurisdiction sign the following non-binding Memorandum of Understanding;
2. Complete the attached Facility Owner Information sheet; and
3. Return the paperwork to Mirka della Cava, Energy Performance Contracting Program Manager at mirka.dellacava@state.co.us or the address below. Should you have any questions or concerns, her direct phone number is 303.866.3464.

Best wishes for your venture into energy and cost savings!

MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and GUNNISON COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the STATE OF COLORADO (the "State"), acting by and through the Colorado Energy Office (the "CEO"), and GUNNISON COUNTY (the "Facility Owner"). "Party" means the State, CEO or Facility Owner and "Parties" means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals ("RFP") to energy service companies ("ESCOs") to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO's Energy Performance Contracting ("EPC") Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

1. **Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.

2. **Term of MOU.** The Parties' respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.

3. **Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:

   a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner's project.

   b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs' website for further information;

   c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;

e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;

f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;

g. CEO will monitor project implementation for audits and for energy performance contract projects;

h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;

i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;

j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;

k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. **Responsibilities of the Facility Owner.** The responsibilities of the Facility Owner include:

a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;

b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);

c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;

d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;

e. Facility Owner agrees to execute CEO approved contracts with the ESCO;

f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;

g. Facility Owner agrees to provide project management;

h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;

i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;

j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;

l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;

l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;

m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.

5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.

6. Signatures. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO, acting by and through the **COLORADO ENERGY OFFICE**		**FACILITY OWNER:**	
Will Toor, CEO Director	Date	Name: Matthew Ritnie Title: County Manager X Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project. ___ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	1-14-19 Date
Mirka della Cava EPC Program Manager	Date		

COLORADO
Energy Office
Energy Performance Contracting

FACILITY OWNER INFORMATION

for CEO use only

Owner's representative	
Name	John Cattles
Title	Sustainable Operations Director
Mailing address	200 E. Virginia Ave., Gunnison, CO 81230
Email address	jcattles@gunnisoncounty.org
Direct office phone	970-641-8560
Cell phone	970-275-0768

Project information	
Types of facilities to be assessed for energy savings:	1. Courthouse 2. Office Buildings 3. Detention Center 4. Shops 5. 6. 7. 8.

Have you selected an ESCO?		Yes. Name:		X	No
If yes, has procurement department validated selection?		Yes.		X	Not yet.

Please list any immediate needs you have related to your performance contract.

We have chosen to undergo an invite RFP process, we have identified 4 ESCO's which we have requested proposals from.
-Johnson Controls
-Sneider Electric
-Icon Energy
-Honeywell Controls
Gunnison County will review results and may choose to seek additional proposals, regect all proposals, or move forward with an prefered ESCO from this original list.