



Office of the City Manager

CONSENT CALENDAR

February 19, 2013

To: Honorable Mayor and Members of the City Council  
From:  Christine Daniel, City Manager  
Submitted by: Eric Angstadt, Director, Department of Planning & Development  
Subject: Memorandum of Understanding with the County of Alameda for the Regional Renewable Energy Procurement Project

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a memorandum of understanding with Alameda County authorizing the County to conduct solicitations for aggregated renewable energy procurement for the period from the execution until June 30, 2015.

FISCAL IMPACTS OF RECOMMENDATION

There are no financial implications associated with executing the MOU. The City may terminate the MOU, according to its terms, and the City is not obligated to enter into any contracts.

If the City decides to enter into a contract as a result of participation in the MOU, there will be costs and savings to the City. The specifics of those impacts will not be known until the bidding process has been completed. The bulk of the costs are expected to be financed, either with loans from public agencies or third party financing included in the aggregated bids.

CURRENT SITUATION AND ITS EFFECTS

Energy consumption in municipal buildings increased 5% between 2000 and 2011 due to a 23% net increase in square footage. As a result, current total municipal building energy consumption levels are not in line with targeted reductions, with an excess of approximately 2,000 metric tons of CO<sub>2</sub>e emissions. GHG savings potential from solar photovoltaic installation ranges from 90 metric tons of CO<sub>2</sub>e (4% of reduction goal) if systems are sized to limit production to onsite energy use, to a maximum generation capacity of 270 metric tons of CO<sub>2</sub>e (13% of emissions reduction goal).

BACKGROUND

The City of Berkeley is a participant in the R-REP, an initiative that will utilize collaborative procurement to purchase renewable energy systems for public agencies throughout Alameda, Contra Costa, San Mateo and Santa Clara Counties. Currently, 20 public agencies, including cities, counties and special districts are actively participating

in the project. A list of current participants appears in Attachment 2. This project is led by the County of Alameda, as the Lead Agency, in partnership with two local nonprofit organizations, Joint Venture Silicon Valley and the Contra Costa Economic Partnership.

Engaging in a collaborative procurement process for renewable energy may lead to a significant reduction in renewable energy systems costs, transaction costs and administrative time, and enhanced leverage for public agencies in the negotiations of renewable energy systems and financing. Renewable energy systems can benefit the City through sustained reductions in utility expenditures. In addition, the projects will contribute to the City's target greenhouse gas reduction specified in the Climate Action Plan.

The R-REP is based upon the successful Silicon Valley Collaborative Renewable Energy Procurement (SV-REP) Project, which was the largest multi-agency procurement of renewable energy in the country at the time of completion. The R-REP expects to break this record with up to 40 MW of power generation potential combined across approximately 170 sites. The City of Berkeley recently completed a feasibility study for sites being considered for inclusion in the project (see Attachment 3 for a list of sites). Upon completion of the feasibility studies by all Participating Agencies, a technical/financial consultant retained by the County of Alameda will assist in the design of the procurement process and provide support during the solicitation process, proposal evaluation and contract negotiations. Vendors will be selected through a fair, open and competitive bid process and the Public Contracting Code will be followed. Once vendors are selected, the discretion to proceed with the development of a project at each of the sites considered under the R-REP is retained by Participating Agency Boards and City Councils.

Each agency participating in the R-REP is required to sign a Memorandum of Understanding (MOU) by and among the County of Alameda and the other agencies participating in the R-REP (see attachment 2). The MOU defines the roles and responsibilities of Participating Agencies and is intended to provide stability to the project during the solicitation process. Individual councils retain the discretion to proceed with the development of a project at each of the sites considered under the R-REP.

Participating Agencies and the County of Alameda are not to withdraw sites listed from the project from the period thirty days prior to the solicitation issuance until vendors have been selected. No penalty or liability shall accrue as a result of any withdrawal. The withdrawal provision is included in the MOU to reduce the risk of changes that could impact bid pricing and vendor cost models, and the risk of price increases to the other agencies participating in the project. The solicitation will include "bundles," inclusive of sites across agencies. The intention of bundling sites is to achieve economies of scale and sufficiently reduce vendors' transaction costs so as to receive the best pricing possible. If agencies are able to withdraw from the project from thirty days prior to the issuance of the RFP, or at any time during the solicitation, this will

impact the bundling strategy, which may then negatively impact pricing for the other agencies included in that bundle.

Participating Agencies have participated in the drafting, review and finalization of the MOU language. The first draft of the MOU was circulated to agencies in the mid-June, 2012. On July 23, 2012, the County of Alameda hosted a conference call for Participating Agency attorneys to discuss the MOU with County of Alameda County Counsel. Agencies were then invited to submit comments and revisions to the draft MOU. The County of Alameda reviewed these comments, and revisions were incorporated into a second draft of the MOU, which was distributed to agencies on September 7, 2012. Agencies were again invited to submit comments and revisions. A final draft of the MOU was distributed on October 18, 2012, along with a memo containing County of Alameda's response to all comments submitted on the second draft of the MOU.

Bids are expected by May 2013. At that time, staff will evaluate the system costs, financing options and make a recommendation on whether and how to proceed.

#### RATIONALE FOR RECOMMENDATION

The City needs to reduce energy use at its municipal facilities to meet its targeted greenhouse gas emissions. This will require a mix of energy efficiency and renewable energy. The cost of renewable energy and the availability of financing can be improved under an aggregated procurement program. There is no risk to the City in participating in the solicitation process.

#### ALTERNATIVE ACTIONS CONSIDERED

The City could choose to conduct bids for its own facilities but given the relatively small size of potential municipal projects, the bid prices are likely to be high.

#### CONTACT PERSON

Billi Romain, Sustainability Coordinator (510) 981-7432

#### Attachments:

- 1: Resolution  
    Exhibit A: Memorandum of Understanding
- 2: Participating Agencies
- 3: List of Sites Under Consideration

RESOLUTION NO. ##,###-N.S.

AUTHORIZATION OF MEMORANDUM OF UNDERSTANDING WITH ALAMEDA COUNTY FOR AGGREGATED RENEWABLE ENERGY PROJECT PROCUREMENT

WHEREAS, the City Council adopted the Berkeley Climate Action Plan, which establishes a goal of reducing community greenhouse gas emissions by 33% by 2020 from 2000 levels; and

WHEREAS, based on a recent analysis of municipal emissions sources, significant reductions are needed for the City to achieve its share of the community' reduction goal; and

WHEREAS, while some of these reductions can be achieved through improvements in energy efficiency, increased deployment of renewable energy will be needed; and

WHEREAS, the economic potential and the availability of third party financing for municipal renewable projects is limited by the relatively small size of the various municipal potential renewable sites; and

WHEREAS, Alameda County has invited the City to participate in a aggregated solicitation for renewable energy projects which may help reduce costs and increase the availability of financing; and

WHEREAS, the City has identified ten municipal sites that are eligible for the County program; and

WHEREAS, to participate in the program, the City must execute a memorandum of understanding (MOU) with the County; and

WHEREAS, the City may, at its discretion, choose to award a contract to the firm(s) that respond to the County's solicitation; and

WHEREAS, the MOU does not obligate the City to proceed with a project.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a memorandum of understanding with Alameda County authorizing the County to conduct solicitations for aggregated renewable energy procurement for the period from the execution until June 30, 2015.

Exhibits

A: Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING FOR REGIONAL RENEWABLE ENERGY  
PROCUREMENT**

This Memorandum of Understanding (“MOU”) is entered into as of \_\_\_\_\_, 2012 (the  
“Effective Date”) by and among the following California jurisdictions: County of Alameda  
 (“Alameda County”), \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. Signatories to this MOU are referred  
to herein as “the “Parties” and individually as a “Party”.

**Recitals**

WHEREAS, the Parties desire to purchase renewable energy for their operations;

WHEREAS, the Parties wish to take advantage of potential efficiencies when such purchases are  
made in large volumes;

WHEREAS, large volume purchases of renewable energy or renewable energy generation  
equipment will be made through a regional, multi-jurisdiction purchasing arrangement whereby  
project sites are aggregated into groups on the basis of the type of technology and geographic  
location, various risk and other financing related factors;

WHEREAS, large volume purchases likely result in more efficient procurement than would  
otherwise be available if individual jurisdictions independently purchased renewable energy;

WHEREAS, the Parties desire that Alameda County, by and through its General Services Agency, shall be the lead Party for issuing a solicitation to purchase renewable energy (the “Solicitation”);

WHEREAS, the Parties acknowledge that the transaction costs associated with purchasing renewable energy can be reduced when the Parties agree to the same terms and conditions incorporated within standardized template documents; and

WHEREAS, at the completion of the Solicitation process, subject to the approval of their respective Board, Council or applicable governing body, the Parties may enter into power purchase, financing, real estate and/or other agreements with selected vendors (“Vendors”) substantially in the forms of the Template Documents to be prepared pursuant to Sections 1.A and 1.B of this MOU.

NOW THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Parties agree as follows:

#### **SECTION 1. ROLE AND RESPONSIBILITIES OF ALAMEDA COUNTY**

- A. Alameda County shall (i) prepare and issue the Solicitation, and be the lead jurisdiction and point of contact for the bidders, (ii) create templates of transaction documents, which may include, without limitation, a direct acquisition agreement, Qualified Energy Conservation Bond documentation, a form of power purchase agreement and a form of lease (the “Template Documents”), and (iii) timely coordinate and communicate with Parties, as necessary throughout the procurement process through recommendation for award and negotiations with the bidders.
- B. Alameda County will consult with the Parties with respect to the content of the Solicitation and the terms and conditions contained within Template Documents, provided, however, that any comments or concerns must be communicated to Alameda County within the allotted timeframe as provided by Alameda County, with such timeframe to afford a reasonable opportunity to respond.

- C. The Parties agree that Alameda County shall be the single point of contact for Vendors and necessary third parties throughout the Solicitation process, in order to avoid the potential for confusion. Alameda County agrees to provide the Parties with all relevant information in a timely manner.
- D. In addition to participating as the lead jurisdiction under this MOU, Alameda County is also a participant in the R-REP and has identified locations for renewable energy in Alameda County. As such, Alameda County is conducting site surveys and will list potential sites within the R-REP solicitation document.
- E. Any Party may separately pursue its own solicitation of renewable energy and/or related facilities.

## **SECTION 2. ROLES AND RESPONSIBILITIES OF THE PARTICIPATING JURISDICTIONS**

- A. Each Party has undertaken its own due diligence prior to entering into this MOU to determine the feasibility of solar, fuel cell or other feasible technology to be located at project sites.
- B. Each Party is responsible for meeting its individual legal, procedural and other requirements for the procurement of renewable energy.
- C. Parties are responsible for promptly providing site surveys, if available, of their proposed real property sites that may accommodate renewable energy installations, and each such site survey shall be prepared by a licensed engineer in a uniform, industry standard format. Each Party acknowledges that to the extent it does not undertake a site survey for a particular site, such site (i) may not be considered for inclusion in the R-REP solicitation, or (ii) may be aggregated by Alameda County with other such sites into a higher risk group, and that pricing for such a group may be less favorable.
- D. Upon conclusion of the Solicitation process, the Parties may, subject to the approval of their respective Board, Council or applicable governing entity, enter into binding

agreements, substantially in the form of the Template Documents, with the selected Vendors, provided that each Party determines, to its satisfaction, that the Vendors are responsible, and comply with the Party's terms, conditions and requirements. The Parties may also negotiate with Vendors in order to conform the Template Documents with requirements of law, regulation and policy. Alameda County shall not be responsible for reference checks, performance, or for compliance with any agreement, regulations, laws or policies, except as to this MOU and any contracts between Alameda County and Vendor(s). Parties are not required to contract with any Vendor.

- E. Parties agree to participate in the Solicitation under the lead role of Alameda County and agree to work cooperatively and promptly with Alameda County throughout the Solicitation process. The Parties agree that time is of the essence; and failure of a Party to provide the required information in the requested format and within the reasonable deadlines established by Alameda County may result in termination of that Party's participation in the Solicitation.

**SECTION 3. TERM OF MOU.**

The term of this MOU shall commence on the Effective Date and shall expire on June 30, 2015.

**SECTION 4. GOVERNING LAW AND VENUE.**

The law governing this MOU shall be that of the State of California. In the event that suit shall be brought by any Party to this MOU, the Parties agree that venue shall be exclusively vested in the State's courts of the County of Alameda or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, Oakland, California.

**SECTION 5. WARRANTY DISCLAIMER; LIABILITY; WAIVER.**

- A. No warranty, express or implied, is provided by any Party as to results or success of the Solicitation, this MOU, or any agreements ultimately entered into by the Parties. Each Party acknowledges that the others have not made, and are not making, any assurances, guaranties or promises with respect to the subject matter of this MOU and that each Party

is ultimately responsible for conducting its own due diligence with respect to feasibility, pricing, technology, third parties and all other matters in any way related to the subject matter of this MOU.

- B. In no event shall any Party, nor its officers, agents, employers, or representatives be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services, loss of use, data, or profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way, directly or indirectly, from this MOU, participation in the Solicitation, or any agreement(s) between a Party and any third party, even if advised of the possibility of such damage.
- C. Each Party is responsible for negotiation, execution, administration and enforcement of any contract with a Vendor or third party related to the subject matter of this MOU, and the agreements ultimately entered into by each Party shall not be cross-defaulted or cross-collateralized in any respect with the agreements entered into by any other Party to this MOU.
- D. No waiver by any Party to this MOU of any breach or violation of any term or condition of this MOU shall be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

**SECTION 6. NOTICES.**

Notices shall be deemed effective on the date delivered if delivered by personal service or nationally recognized overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be personally served, delivered by overnight service, or by mail, first class, certified or registered postage prepaid and return receipt requested, addressed to the respective Parties as follows:

**To: County of Alameda, GSA**  
1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Caroline Judy

**To: Castro Valley Sanitary District**  
21040 Marshall Street  
Castro Valley, CA 94546-6021  
Attn: William Parker

**To: California Department of Transportation**  
1120 N St. MS-57  
Sacramento, CA 95814  
Attn: Jeanne Scherer

**To: Central Contra Costa Sanitary District**  
5019 Imhoff Place  
Martinez, CA 94553  
Attn: Melody LaBella

**To: California Highway Patrol**  
601 North 7th Street  
P.O. Box 942898  
Sacramento, CA 95811  
Attn: Alyson Cooney

**To: City of Berkeley**  
2180 Milvia Street, 2<sup>nd</sup> Floor  
Berkeley, CA 94704  
Attn: Billi Romain

**To: City of Emeryville**  
1333 Park Avenue  
Emeryville, CA 94608  
Attn: Peter Schultze-Allen

**To: City of Fremont**  
39550 Liberty St.  
P.O. Box 5006  
Fremont, CA 94538  
Attn: Amy Rakley

**To: City of Martinez**  
525 Henrietta Street  
Martinez, CA 94553  
Attn: Mike Chandler

**To: City of Menlo Park**  
701 Laurel Street  
Menlo Park, CA 94025  
Attn: Rebecca Fotu

**To: City of Mountain View**  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540  
Attn: Steve Attinger

**To: City of Oakland**  
250 Frank H. Ogawa Plaza, Suite 5301  
Oakland, CA 94612  
Attn: Scott Wentworth

**To: City of Redwood City**  
1017 Middlefield Road  
Redwood City, CA 94063  
Attn: Vicki Sherman

**To: City of Richmond**  
450 Civic Center Plaza  
Richmond, CA 94804  
Attn: Adam Lenz

**To: City of Walnut Creek**  
1666 North Main Street  
Walnut Creek, CA 94596  
Attn: Gwen Ho-Sing-Loy

**To: Contra Costa County**  
Public Works Department  
2467 Waterbird Way  
Martinez, CA 94553  
Attn: Andy Green

**To: County of San Mateo**  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attn: Andy Jain

**To: County of Santa Clara**  
2310 N. First Street, 2nd Floor, Suite 200  
San Jose, CA 9513  
Attn: Lin Ortega

**To: Delta Diablo Sanitation Dist.**  
2500 Pittsburg-Antioch Highway  
Antioch, CA 94509  
Attn: Dean Eckerson

**To: Hayward Area Recreation and Park District**  
1099 E Street  
Hayward, CA 94541  
Attn: Larry Lepore

#### **SECTION 7. MISCELLANEOUS PROVISIONS.**

- A. If any term, condition or covenant of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall be valid and binding on the Parties.
- B. This MOU may be executed in counterparts and will be binding as executed.
- C. All changes or extensions to this MOU shall be in writing in the form of an amendment executed by all Parties.
- D. This MOU is entered into only for the benefit of the Parties executing this MOU and not for the benefit of any other individual, entity, or person.

#### **SECTION 8. WITHDRAWAL.**

- A. No Party may withdraw from this MOU during the period from 30 days before the issuance of the Solicitation and the date that Vendor(s) have been selected. The date of the Solicitation will be pursuant to the schedule developed by Alameda County in collaboration with the Parties for such Solicitation.

- B. Withdrawal by any Party from this MOU shall not preclude the remaining Parties from continuing the Solicitation contemplated under this MOU and from using the Template Documents created by any Party to this MOU, unless otherwise prohibited by law.
- C. Notice of withdrawal must be provided in writing to Alameda County GSA.

#### **SECTION 9. INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed on the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party that are in any way related to this MOU shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of another Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this MOU.

#### **SECTION 10. NON-DISCRIMINATION**

The Parties shall comply with all applicable Federal, State, and local laws, regulations and policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization,

promotion, layoff, rates of pay or other forms of compensation. Nor shall Parties discriminate in performing its obligations under this MOU because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

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

**County of Alameda**

**AYES:**

**NOES:**

**EXCUSED:**

\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_

By \_\_\_\_\_

**CASTRO VALLEY SANITARY DISTRICT**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF TRANSPORTATION**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CENTRAL CONTRA COSTA SANITARY DISTRICT**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF BERKELEY**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF EMERYVILLE**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF FREMONT**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF MARTINEZ**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF MENLO PARK**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF MOUNTAIN VIEW**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF OAKLAND**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF REDWOOD CITY**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF RICHMOND**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CITY OF WALNUT CREEK**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**CONTRA COSTA COUNTY**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**COUNTY OF SAN MATEO**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**COUNTY OF SANTA CLARA**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**DELTA DIABLO SANITATION DISTRICT**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**HAYWARD AREA RECREATION AND PARK DISTRICT**

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

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

**REGIONAL RENEWABLE ENERGY PROJECT (R-REP)**

**INFORMATION ON PARTICIPATING AGENCIES**

The following agencies have submitted sites that are currently being assessed for renewable energy projects and considered for inclusion in the R-REP:

**Agency**

- |  |
|--|
| 1. California Department of Transportation           |
| 2. California Highway Patrol                         |
| 3. Castro Valley Sanitary District                   |
| 4. Central Contra Costa Sanitary District            |
| 5. City of Berkeley                                  |
| 6. City of Emeryville                                |
| 7. City of Fremont                                   |
| 8. City of Martinez                                  |
| 9. City of Menlo Park                                |
| 10. City of Mountain View                            |
| 11. City of Oakland                                  |
| 12. City of Redwood City                             |
| 13. City of Richmond                                 |
| 14. City of Walnut Creek                             |
| 15. Contra Costa County                              |
| 16. County of Alameda                                |
| 17. County of San Mateo                              |
| 18. County of Santa Clara                            |
| 19. Delta Diablo Sanitation District                 |
| 20. Hayward Area Recreation and Park District (HARD) |

**LIST OF SITES UNDER CONSIDERATION FOR SOLAR PROCUREMENT**

	<b>Site Name</b>	<b>Address</b>
1	Main Library	2090 Kittredge Street
2	Civic Center	2180 Milvia Street
3	Francis Albrier Recreation Center	2800 Park Street
4	Public Safety Building	2100 MLK Way
5	Live Oak Park Recreation Center	1301 Shattuck Ave
6	Transfer Admin Buildings	1235 2nd Street
7	Sather Gate Garage	2450 Durant Ave
8	Emergency Services Warehouse	1011 Folger Street
9	Marina Corporation Yard Building	235 University Ave
10	Mental Health Center	2640 MLK Way

