

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

December 19, 2011

AGENDA
INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Todd M. Smith and Vince Zubicek with Schneider Electric
Revenue Commissioner Janet Buskey, GIS Coordinator Todd Grant and Chief Appraiser
Clay Henley
Probate Chief Clerk Wells Robinson
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
Director of Montgomery City-County Personnel Barbara Montoya
Risk Manager Scott Kramer

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led By Vice Chairman Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of December 5, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution for Entering into an Energy Services Contract with Schneider Electric Buildings Americas, Inc., for the Purpose of Implementing Comprehensive Energy Conservation Improvements in County Facilities through an Energy Performance Contract
2. Consider Resolution Authorizing Chairman Elton N. Dean, Sr., to file a Request for Allocation of Qualified Energy Conservation Bonds (QECB) to the Energy Bond Allocation Committee of the State of Alabama
3. Consider Fiscal Year 2011-2012 Grant Agreement with the Alabama Department of Youth Services for Davis Treatment Center, Youth Facility
4. Consider Contracts for Housing Juveniles at the Montgomery County Youth Facility for the Following Counties: Butler, Elmore, Lowndes, and Monroe, Youth Facility
5. Consider Engagement Letter from Jackson Thornton Regarding Arbitrage Rebate Calculation Services for 2007 Debt Series, County Commission
6. Consider Payment of Invoice from the City of Montgomery Regarding Reimbursement of Legal Fees Concerning the Hyundai Heavy Power Transformers Project, County Commission
7. Consider Payment of 2012 Membership Dues to the International City/County Management Association (ICMA) for Risk Manager Scott Kramer, County Commission
8. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
9. Consider Position Fill Requests, Probate Judge's Office (2)
 1. Tag and Licenses Supervisor – Position Number 750052010
 2. Customer Service Clerk – Position Number 750016034
10. Consider Authorization to Establish a Plumber III Classification and Related Position Fill Request, Support Services
11. Consider Travel/Training Requests (9)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

DECEMBER 19, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 23, 2011

County Holiday (Christmas)

DECEMBER 26, 2011

County Holiday (Christmas)

JANUARY 2, 2012

County Holiday (New Year's)

JANUARY 9, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JANUARY 16, 2012

County Holiday (Martin Luther King, Jr's Birthday)

JANUARY 23, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

FEBRUARY 13, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

FEBRUARY 20, 2012

County Holiday (President's Day)

FEBRUARY 27, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 HVAC Specialist – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Dept. District Attorney Level 1 – District Attorney's Child Support
Unit
Fill action continues for 1 Pre-Trial Director – District Attorney Pre-Trial
Fill action continues for 23 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 3 Corrections Officers – Detention Facility
Fill action continues for 1 Stores Clerk 1 – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 Correction Officer Corporal – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Administrative Secretary – Personnel Department
Fill action continues for 1 Assistant Chief Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 2 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 2 Juvenile Detention Officer – Youth Facility

December 19, 2011

12-19-11 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 12-09-11

Check Number	To	Check Number
221516		221604
Total Checks Paid		\$349,791.50

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

12-19-11 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 12-09-11

Check Number	To	Check Number
221605		221685
Total Checks Paid		\$141,361.14

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

12-19-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-16-11

Check Number	To	Check Number
221688		221762
Total Checks Paid		\$345,164.93

CHECK #	PAYEE	AMOUNT	DATE
221686	Farmers Market Café	\$ 5,850.00	12/09/11
221687	Thomas Means & Gillis	\$10,400.30	12/12/11

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

12-19-11 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 12-16-11

Check Number	To	Check Number
221763		221836
Total Checks Paid		\$1,035,011.15

**INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER**

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
12/16/11

Payroll Check Number	110837	To	Payroll Check Number	110965	\$ 92,378.05
Direct Deposits					\$ 783,277.64
Payroll Check Number	110966	To	Payroll Check Number	110991	\$ 254,568.90
Direct Deposits					\$ 319,112.12
Federal Deposits					\$ 293,320.00
Total Payroll Paid					\$ 1,742,656.71

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

RESOLUTION

WHEREAS, contingent upon the approval of the Attorney of the Montgomery County Commission and subject to all applicable laws of the State of Alabama, the Commission desires to approve and enter into an Energy Services Contract dated as of December 19, 2011, by and between the Montgomery County Commission and Schneider Electric Buildings Americas, Inc., for the purpose of implementing comprehensive energy conservation improvements in County facilities through an Energy Performance Contract.

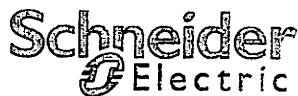
NOW THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION:

That the County Commission approves entering into an Energy Services Contract with Schneider Electric Buildings Americas, Inc., for the purpose of implementing comprehensive energy conservation improvements in County facilities through an Energy Performance Contract.

PASSED AND APPROVED by the Montgomery County Commission in a meeting held on December 19, 2011.

Signature _____
Elton N. Dean, Sr., Chairman

ATTEST: _____
Donald L. Mims, County Administrator



ENERGY SERVICES CONTRACT

This is an Energy Services Contract by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Montgomery County Commission ("Customer"), whereby ESCO agrees to provide and perform the energy conservation measures set forth in the attached schedules which are listed below and incorporated herein as if fully copied and set forth at length, subject to the terms and conditions set forth herein:

Schedule A, Scope of Work
Schedule B, Performance Assurance Support Services Agreement
Schedule C, Performance Guarantee
Schedule D, Methodology and Baseline
Schedule E, Payment Schedule
Schedule F, Project Specific Customer Responsibilities
Schedule G, ARRA Funded Required Project Language

**Montgomery County
Commission**

**Schneider Electric Buildings
Americas, Inc.**

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

DEFINITIONS

1. "Project" refers to Energy Efficiency Improvements, as set forth in Schedule A: Scope of Work, made to facilities of Customer.
2. "Date of Commencement" is the latest signature date above.
3. The "Contract Documents" consist of this Contract with conditions set forth herein, the Schedules identified above, other documents listed in the Contract and any modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by ESCO. The Contract Documents are complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
4. "Work" means the services required by the Contract Documents, whether completed or partially completed and, includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.
5. "Substantial Completion" refers to and shall mean the date the conservation measures are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items,

adjustments and/or corrections.

6. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.

7. The term "Change Order" is defined as a written change in the Project executed by both parties.

8. "Implementation Contract" means those portions of this Contract that refer to the Project.

9. "Financing Agreement" means the financing arrangement that Customer will utilize to provide the funds to pay the Contract Sum. (See Article 2)

10. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter.

TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the entire Work within 450 days from date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 **IMPLEMENTATION CONTRACT PAYMENTS** - The total of all Implementation Contract Payments shall be \$4,416,936. These payments shall be made as scheduled in Schedule E: Payment Schedule. Payment shall be made within thirty (30) days after receipt of invoice. ESCO reserves the right to terminate this Contract due to non-payment upon thirty (30) days prior written notice.

2.2 **PROJECT MOBILIZATION PAYMENT** – Within ten (10) days of the date of commencement, Customer shall make payment to ESCO for expenses incurred to date and project mobilization expenses in the amount of 10% of the implementation contract payment total of \$4,416,936.

2.3 **PERFORMANCE ASSURANCE SUPPORT SERVICES PAYMENTS** - Customer shall pay annual payments for the PASS Agreement of the amounts listed below:

Year One through Three	Included in contract price
Year Four	\$22,015
Year Five	Year five price modified by the change in CPI since the beginning of the year four agreement.
Year Six and beyond	Prior year modified by the last twelve (12) months change in CPI.

The first year PASS Agreement begins on the Savings Guarantee Commencement Date. Payment for each year's PASS Agreement is due within thirty (30) days of the start of that year's agreement. Customer may cancel the agreement at any time during the contract period giving a

thirty (30) day written notice. If Customer cancels the PASS agreement, ESCO reserves the right to cancel the guarantee contract.

ARTICLE 3 – CUSTOMER

3.1 Except for permits and fees, which are the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

3.2 If ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents ("Defective Work") or repeatedly fails to carry out the Work in accordance with the Contract Documents, Customer, upon seven (7) days prior written notice to ESCO, and if ESCO does not correct or diligently commence to correct such failure within such notice period, may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

The foregoing are in addition to other any other duties and responsibilities of Customer set forth herein or in any other Contract Documents.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO'S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. ESCO'S warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.4 Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and

pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.5 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees; shall defend suits or claims for infringement or patent rights and shall hold Customer harmless from loss on account thereof.

4.9 To the fullest extent permitted by law, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the contract price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON—BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE CUSTOMER AND ESCO.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements, ESCO if requested in writing by Customer, shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award work. Contracts between ESCO and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume toward all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to ESCO by these Contract Documents.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request order changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by arbitration as provided in Article 5.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Paragraph 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes which are beyond the control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S work to cover such delay.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Agreement.

9.2 Payments may be withheld on account of (1) Defective Work not remedied, (2) Claims filed by third parties, (3) Failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, or (4) Repeated failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon substantial completion, ESCO will issue a Certificate of Substantial Completion.

9.4 Final payment shall not become due until ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) Liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, or (2) Failure of the Work to comply with the requirements of the Contract Documents, or (3) Terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) Employees on the Work and other persons who may be affected thereby, (2) The Work and materials and equipment to be incorporated therein, and (3) Other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for work or services performed, expressly exclude any work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the work to be performed by ESCO pursuant to this Agreement.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its work under this Agreement, ESCO will be authorized to cease work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the contract price for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the

release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE

11.1 ESCO shall purchase from and maintain adequate insurance, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from ESCO'S operation under the Contract, whether such operations be by ESCO or by a Subcontractor or anyone directly or indirectly employed by any of them. As a minimum this shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence.. Certificates of such insurance shall be filed with Customer prior to commencement of the Work.

11.2 Waivers of Subrogation. The policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 12 – CORRECTION OF WORK

12.1 In the event that Customer identifies Defective Work, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, ESCO shall correct any such Defective Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the contract. The provisions of this Article 12.1 apply to Work done by Subcontractors as well as to Work done by direct employees of ESCO.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 This Contract shall be governed by the laws of the state where the project is located.

13.2 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) Not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, (2) Not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

ARTICLE 14 – TERMINATION OF THE CONTRACT

14.1 If Customer fails to make payments to ESCO as set forth in Schedule E: Payment Schedule, through no fault of ESCO, ESCO may, upon thirty (30) days' written notice to Customer, terminate the Contract and recover from Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.

14.2 If Customer (1) fails or neglects to maintain the equipment and systems responsible for

generating the Guaranteed Savings to the point of failure or gross noncompliance with the equipment manufacturer's operating and maintenance manuals through no fault of ESCO, or (2) fails to fulfill any of its obligations or responsibilities under the Contract Documents, including, but not limited to those enumerated in Schedule F, ESCO may, after delivery of written notice and providing Customer seven (7) days to cure, terminate the Contract, including, but not limited to the termination of any obligation of ESCO to provide guaranteed energy savings to Customer.

14.3 If ESCO breaches a material provision of this Contract, Customer, after delivery of written notice and providing ESCO seven (7) days to cure such breach, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due ESCO.

14.4 Any remedies provided for in this Article 14, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

ARTICLE 15 – OTHER CONDITIONS OR PROVISIONS

15.1 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

15.2 Customer is responsible for providing all required telephone lines and telephone service required for this project.

15.3 Notwithstanding any provision to the contrary, any payment and performance bonds associated with this contract guarantee only the performance of the installation portion of the contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the contract.

SCHEDULE A: SCOPE OF WORK

1. BUILDING AUTOMATION SYSTEM

A Circon/Distech Building Automation System (BAS) is to be installed/expanded at each of the facilities listed below. The BAS will include control and monitoring parameters as outlined below. The BAS will be controllable from a central workstation located on Customer's WAN/LAN (See Schedule F of contract), which will provide continuous access to the system with a user-friendly graphical Windows interface. Control zones will be programmed for temperature setup, and temperature setback (as stated in Section II-H of contract) along with unoccupied dewpoint setup monitoring, with optimized schedules. Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

ESCO will provide site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller operation, service tool usage, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

ANNEX I

A Circon/Distech BAS will be installed for the Original Section of this facility. The BAS will expand upon the existing Circon BAS currently in place for the Renovated Section and Central Plant. The controls expansion will include direct digital control of the new hot water system and central plant variable pumping, as well as existing air handling units, variable air volume (VAV) boxes, fan coil units and exhaust fans located in the Original Section. The control parameters below are listed as requirements to the BAS system. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Hot Water System	
Control Points	Monitoring Points
- Boiler 1 Enable/Disable - Boiler 2 Enable/Disable - Boiler 1 Setpoint - Boiler 2 Setpoint - Boiler Circulation Pump 1 Command - Boiler Circulation Pump 1 Speed Control - Boiler Circulation Pump 2 Command - Boiler Circulation Pump 2 Speed Control - Boiler 1 Isolation Valve Command*** - Boiler 2 Isolation Valve Command***	- Boiler 1 Alarm - Boiler 2 Alarm - Boiler Circulation Pump 1 Speed Feedback - Boiler Circulation Pump 2 Speed Feedback - Hot Water Supply Temperature - Hot Water Return Temperature
Hot Water System & 2-Pipe System Variable Pumping	
Control Points	Monitoring Points
- Hot Water Pump Command - Hot Water Pump Speed Control 2-Pipe Loop Pump 1 Command 2-Pipe Loop Pump 1 Speed Control 2-Pipe Loop Pump 2 Command 2-Pipe Loop Pump 2 Speed Control	- Hot Water Pump Speed Feedback 2-Pipe Loop Pump 1 Speed Feedback 2-Pipe Loop Pump 2 Speed Feedback - Hot Water Differential Pressure 2-Pipe Loop 1 Differential Pressure 2-Pipe Loop 2 Differential Pressure

VAV Air Handling Units 4, 5, 7 & 8

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Outdoor Air Damper Position*** ▪ Return Air Damper Position*** ▪ Relief Air Damper Position*** ▪ Supply Fan Command ▪ Supply Fan Speed Control	▪ Supply Air Temperature ▪ Supply Fan Speed Feedback ▪ Supply Air Static Pressure

Parallel Fan-Powered VAV Boxes (Typical of 40)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ VAV Damper Position*** ▪ Hot Water Valve Position**** ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ VAV Airflow CFM

Air Handling Units 1, 2, 3 & 6

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Hot Water Valve Position**** ▪ Outdoor Air Damper Position*** ▪ Supply Fan Command	▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Fan Status

2-Pipe Fan Coil Units (Typical of 16)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ 2-Pipe Valve Position**** ▪ Supply Fan Command	▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Fan Status

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Exhaust Fan Enable/Disable*	▪ Space Humidity**

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by ESCO.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by ESCO.

*** - Indicates new valve assembly or new damper actuator provided.

**** - Indicates new valve actuator provided.

COURTHOUSE & JAIL 1

A Circon/Distech BAS will be installed for these facilities. The BAS will expand upon the existing Circon BAS currently in place for the Jail1 2-Pipe air handling units and Central Plant. The controls expansion will include direct digital control of the new hot water system and central plant variable pumping, as well as existing air handling units, variable air volume (VAV) boxes and exhaust fans located throughout the facilities. The control parameters below are listed as requirements to the BAS system. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Hot Water System

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Boiler 1 Enable/Disable ▪ Boiler 2 Enable/Disable ▪ Boiler 3 Enable/Disable ▪ Boiler 1 Setpoint ▪ Boiler 2 Setpoint ▪ Boiler 3 Setpoint ▪ Boiler Circulation Pump 1 Command ▪ Boiler Circulation Pump 1 Speed Control ▪ Boiler Circulation Pump 2 Command ▪ Boiler Circulation Pump 2 Speed Control ▪ Boiler 1 Isolation Valve Command*** ▪ Boiler 2 Isolation Valve Command*** ▪ Boiler 3 Isolation Valve Command***	▪ Boiler 1 Alarm ▪ Boiler 2 Alarm ▪ Boiler 3 Alarm ▪ Boiler Circulation Pump 1 Speed Feedback ▪ Boiler Circulation Pump 2 Speed Feedback ▪ Hot Water Supply Temperature ▪ Hot Water Return Temperature

Hot Water System, Chilled Water System & 2-Pipe System Variable Pumping

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Hot Water Pump 1 Command ▪ Hot Water Pump 1 Speed Control ▪ Hot Water Pump 2 Command ▪ Hot Water Pump 2 Speed Control ▪ Chilled Water Pump Command ▪ Chilled Water Pump Speed Control ▪ 2-Pipe Chilled Water Pump Command ▪ 2-Pipe Chilled Water Pump Speed Control ▪ 2-Pipe Hot Water Pump Command ▪ 2-Pipe Hot Water Pump Speed Control	▪ Hot Water Pump 1 Speed Feedback ▪ Hot Water Pump 2 Speed Feedback ▪ Chilled Water Pump Speed Feedback ▪ 2-Pipe Chilled Water Pump Speed Feedback ▪ 2-Pipe Hot Water Pump Speed Feedback ▪ Hot Water Differential Pressure 1 ▪ Hot Water Differential Pressure 2 ▪ Chilled Water Differential Pressure ▪ 2-Pipe Loop Differential Pressure

Courthouse

VAV Air Handling Units 1, 2 & 3

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Hot Water Valve Position**** ▪ Outdoor Air Damper Position*** ▪ Return Air Damper Position*** ▪ Relief Air Damper Position*** ▪ Supply Fan Command ▪ Supply Fan Speed Control ▪ Return Fan Command ▪ Return Fan Speed Control	▪ Supply Air Temperature ▪ Supply Fan Speed Feedback ▪ Return Fan Speed Feedback ▪ Supply Air Static Pressure

VAV Air Handling Unit 4

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Hot Water Valve Position**** ▪ Outdoor Air Damper Position*** ▪ Return Air Damper Position*** ▪ Supply Fan Command ▪ Supply Fan Speed Control	▪ Supply Air Temperature ▪ Supply Fan Speed Feedback ▪ Supply Air Static Pressure

VAV Boxes & Hot Water Convectors (Typical of 91)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ VAV Damper Position*** ▪ Convector Hot Water Valve Position****	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override

Air Handling Units B1 & B3

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Hot Water Valve Position**** ▪ Min. Outdoor Air Damper Command*** ▪ Supply Fan Command	▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Fan Status

Air Handling Unit B2

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Hot Water Valve Position**** ▪ Outdoor Air Damper Position*** ▪ Supply Fan Command	▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Fan Status

Heating Only Air Handling Unit

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Hot Water Valve Position (17)**** ▪ Supply Fan Command	▪ Supply Air Temperature (17) ▪ Space Temperature (17) ▪ Space Temperature Setpoint Adj. (17) ▪ Space Override (17) ▪ Supply Fan Status

Jail 1**VAV Air Handling Units 3 & 4**

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Outdoor Air Damper Position*** ▪ Return Air Damper Position*** ▪ Relief Air Damper Position*** ▪ Supply Fan Command ▪ Supply Fan Speed Control	▪ Supply Air Temperature ▪ Supply Fan Speed Feedback ▪ Supply Air Static Pressure

Parallel Fan-Powered VAV Boxes (Typical of 23)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ VAV Damper Position*** ▪ Hot Water Valve Position**** ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ VAV Airflow CFM

Air Handling Units 1 & 2

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Chilled Water Valve Position**** ▪ Hot Water Valve Position**** ▪ Outdoor Air Damper Position*** ▪ Supply Fan Command	▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Fan Status
Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
▪ Exhaust Fan Enable/Disable*	▪ Space Humidity**

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by ESCO.

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by ESCO.

*** - Indicates new valve assembly or new damper actuator provided.

**** - Indicates new valve actuator provided.

ANNEX II

A Circon/Distech Building Automation System is to be installed with communicating network thermostats on two split systems. The BAS will expand upon the existing Circon BAS currently in place for the facility. Additionally, all HVAC equipment being controlled by the existing Circon BAS shall have setpoints and time of day scheduling modified for an energy efficient building profile. Local overrides shall also be implemented to each unit for override capabilities during unoccupied periods. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Split Systems (Typical of 2)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Command ▪ Heating Command ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override
Miscellaneous	
<i>Control Points</i>	<i>Monitoring Points</i>
	▪ Outside Air Temperature ▪ Space Humidity** ▪ Space Override (7)

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by ESCO.

CARNEGIE BUILDING

A Circon/Distech Building Automation System is to be installed with communicating network thermostats on the split systems and split system heat pump. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Split Systems (Typical of 5)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Command ▪ Heating Command ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override

Split System Heat Pump (Typical of 1)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Compressor Command ▪ Auxiliary Heating Command ▪ Reversing Valve Command ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
	▪ Outside Air Temperature ▪ Space Humidity**

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by ESCO.

PROBATE REVENUE WEST

A Circon/Distech Building Automation System is to be installed with communicating network thermostats on the split system heat pumps. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Split System Heat Pumps (Typical of 5)

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Compressor Command ▪ Auxiliary Heating Command ▪ Reversing Valve Command ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override

Miscellaneous

<i>Control Points</i>	<i>Monitoring Points</i>
	▪ Outside Air Temperature ▪ Space Humidity**

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by ESCO.

COMMUNITY CORRECTIONS

A Circon/Distech Building Automation System is to be installed with communicating network thermostats on the split systems. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

Split Systems (Typical of 4)	
Control Points	Monitoring Points
▪ Cooling Command ▪ Heating Command ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override
Miscellaneous	
Control Points	Monitoring Points
	▪ Outside Air Temperature ▪ Space Humidity**

** - Space Humidity will be strategically placed to monitor setup dewpoint in zoned areas determined by ESCO.

CARE HERE HEALTH CENTER PROGRAMMABLE THERMOSTATS

New digital programmable thermostats shall be installed and programmed for 3 split systems. These thermostats will be stand-alone and will not be operated by the Circon/Distech Building Automation System.

Exclusions

1. Asbestos abatement of any kind.
2. Air flow testing and balancing on HVAC equipment will not be included as part of the controls work.
3. Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. ESCO will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the owner. ESCO will create an EDR (equipment deficiency report) to give owner written notification if such equipment or devices are found.
4. ESCO will not add or control any window units via the Building Automation System.
5. ESCO will not add or control any portable buildings via the Building Automation System.
6. Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the Building Automation System.
7. ESCO is not responsible for existing safeties on equipment or any life safety equipment. ESCO will not be responsible for the functionality of the existing safety devices. Pre and post testing of these smoke, fire, and life safety systems will be the responsibility of the owner and the sequence will be provided to ESCO.
8. Where life safety, smoke, or fire system equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
9. ESCO will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
10. If equipment/devices controlled by the existing BAS are not in the Scope of Work, ESCO is not responsible for their functionality.
11. Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and shall be in compliance with local codes and authorities having jurisdiction.
12. ESCO will make the final decision for controller selection and end devices selection based on current standards and engineering practices of ESCO.

13. ESCO will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project.
14. Matching of paint color or ceiling tile color and pattern shall be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt shall be minimized where possible. Similar or complementary tiles shall be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.
15. By the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat), the repair patching of existing walls, sheetrock, plaster, brick, wood, etc to be performed by the owner.
16. Reference mechanical scope of work for new dampers, actuators, and valves. Unless specified in the controls scope or in the mechanical scope, the repair or replacement of non-functional actuators, dampers, and valves are the responsibility of the owner.
17. Demolition of the existing BAS will be performed as needed to implement the new DDC system (reuse of enclosures, wire, and end devices will be determined by ESCO), the total demolition will be the responsibility of the owner, unless otherwise stated.

2. LIGHTING AND CONTROLS RETROFITS

ESCO will be performing lighting retrofits and occupancy sensor installation at the following Customer facilities.

- Annex I
- Annex II
- Annex III
- Care Here Health Clinic
- Carnegie Buildings
- Community Corrections
- Courthouse
- Jail 1
- Parking Garage
- Probate/Revenue West

Lighting will be upgraded as detailed below, improving overall color rendering and lighting efficacy. Light levels will be brought into compliance with Illuminating Engineering Society (IES) standards wherever possible. Occupancy sensors will not be installed in every room. Sensor location and type is determined by the space operation and savings opportunity.

ANNEX I

- Retrofit existing 4' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit select 4' T-8 fluorescent fixtures with more efficient T-8 lamps and electronic ballasts
- Retrofit existing 2' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing U-Lamp T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing incandescent lamps with compact fluorescent lamps
- Retrofit existing incandescent lamps with halogen lamp
- Replace existing HID lamps with more efficient metal halide lamp and ballast
- Replace existing HID lamps with T-8 lamps and electronic ballasts
- New Switching control in Sheriff Lab
- Occupancy Sensors in select areas

ANNEX II

- Retrofit existing 4' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit select 4' T-8 fluorescent fixtures with more efficient T-8 lamps and electronic ballasts
- Retrofit existing 2' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing incandescent lamps with compact fluorescent lamps
- Occupancy Sensors in select areas

ANNEX III

- Replace existing HID lamps with T-8 lamps and electronic ballasts

CARE HERE HEALTH CENTER

- Retrofit existing 4' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing incandescent lamps with compact fluorescent lamps
- Occupancy Sensors in select areas

CARNEGIE BUILDING

- Retrofit existing 4' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit select 4' T-8 fluorescent fixtures with more efficient T-8 lamps and electronic ballasts
- Retrofit existing 3' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing incandescent lamps with compact fluorescent lamps
- Occupancy Sensors in select areas

COMMUNITY CORRECTIONS

- Retrofit existing 4' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit select 4' T-8 fluorescent fixtures with more efficient T-8 lamps and electronic ballasts
- Retrofit existing U-lamp T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing incandescent lamps with compact fluorescent lamps
- Retrofit existing incandescent lamps with LED screw in lamp
- Retrofit to LED exit signs
- Occupancy Sensors in select areas

COUNTY PARKING GARAGE

- Retrofit existing 4' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit existing incandescent lamps with compact fluorescent lamps
- Replace existing HID lamps with induction luminaries
- Replace existing HID lamps with T-8 fluorescent fixtures and electronic ballasts
- Replace existing HID lamps with more efficient metal halide lamp and ballast
- Retrofit to LED exit signs

COURTHOUSE

- Occupancy Sensors in select areas

JAIL 1

- Retrofit existing 4' T-12 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Retrofit select 4' T-8 fluorescent fixtures with more efficient T-8 lamps and electronic ballasts
- Retrofit existing incandescent lamps with compact fluorescent lamps
- Retrofit existing incandescent lamps with LED screw in lamp
- Retrofit to LED exit signs
- Occupancy Sensors in select areas

PROBATE-REVENUE WEST

- Retrofit existing 4' T-8 fluorescent fixtures with high color rendering T-8 lamps and electronic ballasts
- Occupancy Sensors in select areas

Exclusions

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Additional labor cost due to restriction of allowable work hours.
3. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
4. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
5. Hazardous materials testing and abatement not specified in the Scope of Work.
6. Lighting system retrofits on the following lamps, ballasts, or fixtures, unless specified in scope of work:
 - a. Incandescent fixtures as follows:
 - i. On dimmers
 - ii. Where heat, fixture size, or photometrics prevent compact fluorescent application
 - iii. With low burn hours
 - iv. In decorative applications
 - b. Fluorescent fixtures with existing T5 or T8 lamps and/or electronic ballasts,
 - c. Circline fluorescents.
 - d. 1', 2', 3', and 6' fluorescents.
 - e. HO and VHO fluorescents.
 - f. F48T12 (Instant Start Slimline) fluorescents.
 - g. 3" spread U-tube fluorescents.
 - h. High intensity discharge fixtures.
 - i. Exit signs as follows:
 - i. Fluorescent exits
 - ii. Edge-lit signs
 - iii. Incandescent which will not accommodate LED retrofit unit
 - j. Abandoned fixtures.
 - k. Task lighting on modular furniture.
 - l. Black light and aquarium lighting.
 - m. Exterior lights on/near buildings or in parking lots
7. Dimming systems and associated fixtures unless specified in the Scope of Work.
8. Two stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
9. Support mechanisms and housings of fixtures.
10. Sockets.
11. Lenses not specified in the Scope of Work.
12. Fluorescent lamp protective sleeves not specified in the Scope of Work.
13. Fixture protective covers.
14. Fluorescent fixture tombstones not specified in the Scope of Work.
15. Switches, twist timers, and breakers will not be replaced.
16. Switch plates will not be replaced.
17. Electrical wiring except that required for ballast replacement in the fixture.
18. Time clocks associated with existing lighting fixtures not specified in the Scope of Work.
19. Lighting fixtures will not be replaced unless specified in the Scope of Work.
20. Lighting fixtures will not be relocated unless specified in the Scope of Work.

3. MECHANICAL AND ELECTRICAL

ESCO will be installing mechanical and electrical projects at the following Customer facilities:

- Annex I
- Courthouse/Jail 1

REPLACE STEAM SYSTEM WITH HOT WATER HEATING – Annex I

The two existing primary steam boilers and the single existing steam "day" boiler will be removed and replaced with separate, gas-fired hot water boilers for the heating hot water and domestic hot water systems. Two new 2.0 MMBTUH condensing gas boilers with integral circulation pumps will serve the heating hot water system. Two new 199,000 BTUH high efficiency hot water heaters with integral re-circulation pumps will be connected to the existing-to-remain storage tank to serve the building domestic hot water system. Both the boilers and water heaters will each have combined direct combustion and flue vents. Combustion air intakes and flue vents will be routed to east wall into existing mechanical electrical service yard and up wall. Lattice work in mechanical yard will be raised to block flue vent from street view. Emergency power shut-off will be provided at each exit from the mechanical room to shut off all gas-fired equipment. New heat detectors will be installed and connected to existing fire-alarm system.

Demo:

Boilers

- Three steam boilers
- Feed water and condensate recovery systems
- Steam and condensate piping
- Three-steam-to-hot water converters
- Boiler flue within mechanical room.

Pumps

- A pre-construction test of affected water flows, water conditions, treatment, and glycol will be performed.
- Three secondary heating hot water pumps (HWP-1, CHP-2 (south FCUs), and CHP-3 (east FCUs) will be removed.

Install:

Boiler and Hot Water Heaters

- Two condensing gas boilers rated at 2.0 MMBTUH each and integral re-circulation pumps.
- Two high efficiency domestic hot water heaters for domestic hot water system and integral re-circulation pumps.
- Direct flue and combustion air to each heating appliance.
- Cap existing boiler flues at chase wall
- Acid neutralization condensate system for each boiler.
- Provide electrical supply, over-current protective devices, starters, disconnects, and associated conduit/conductors to serve the new equipment.

Pumps and Piping

- Two primary heating hot water pumps with variable speed drives (provided under BAS scope). The dual pumps provide redundancy and allow for lead-lag service.
- Primary heating hot water piping to and from boilers with connections to existing secondary heating hot water system and pumps.
- Domestic hot water piping from new heaters to existing domestic hot water storage tank.
- New expansion tank for primary heating hot water system
- Provide new gas connection for each heating appliance from existing gas piping.

- Three new secondary heating hot water pumps (HWP-1, CHP-2 (south FCUs), and CHP-3 (east FCUs) with variable speed drives.
- Flushing of new sections of piping and re-connection of water treatment system. Restoration of water chemicals to pre-construction levels by Owner's preferred Water Treatment Provider.
- Provide electrical supply, over-current protective devices, starters, disconnects, and associated conduit/conductors to serve the new equipment.

REPLACE STEAM SYSTEM WITH HOT WATER HEATING – Courthouse & Jail 1

The two existing primary boilers and the single existing "day" boiler will be removed and replaced with separate, gas-fired hot water boilers for the heating hot water and domestic hot water systems. Three new 2.0 MMBTUH condensing gas boilers with two new primary loop heating hot water pumps will serve the existing heating hot water system for the Courthouse and Jail 1. Two new 1.0 MMBTUH high efficiency hot water heaters will replace existing steam boiler and hot water generator for the domestic hot water systems for the Courthouse and Jail 1. The new boilers, each integral circulation pumps, will be connected to the existing-to-remain 1300-gallon storage tank. The boilers will have a combined flue system to the roof and combined direct combustion air intake from the roof. The water heaters will have individual flues and direct combustion air to the roof. The existing louvers in the mechanical room will remain, but will not serve for combustion air intake.

A temporary domestic hot water boiler will be installed to provide domestic hot water to Jail 1 during the renovation and replacement of the domestic hot water heating system.

Demo:

Boilers

- Three steam boilers
- Feed water and condensate recovery systems
- Steam and condensate piping
- Three-steam-to-hot water converters
- Domestic hot water generator
- Boiler flues

Pumps

- A pre-construction test of affected water flows, water conditions, treatment, and glycol will be performed.
- Three secondary heating hot water pumps (HWP-1, 2, and 3) and two secondary chilled water pumps will be removed and replaced.

Install:

Boiler and Hot Water Heaters

- Three condensing gas boilers rated at 2.0 MMBTUH each and integral re-circulation pumps.
- Two high efficiency domestic hot water heaters for domestic hot water system and integral re-circulation pumps.
- Combined flues and combined combustion air to roof for three heating hot water boilers.
- Separate flue and combustion air to each domestic water heater.
- Acid neutralization condensate system for boiler.
- Provide electrical supply, over-current protective devices, starters, disconnects, and associated conduit/conductors to serve the new equipment.

Pumps and Piping

- Two primary heating hot water pumps with variable speed drives (provided under BAS scope) Two primary heating hot water pumps with variable speed drives (provided under

- BAS scope). The dual pumps provide redundancy and allow for lead-lag service.
- Primary heating hot water piping to and from boilers with connections to existing secondary heating hot water system and pumps.
 - Domestic hot water piping from new heaters to existing domestic hot water storage tank.
 - Temporary domestic water boiler and circulation pump for temporary service to Jail 1.
 - New expansion tanks for primary heating hot water system and domestic hot water system.
 - Provide new gas connection for each heating appliance from existing gas piping.
 - Three secondary heating hot water pumps (HWP-1, 2, and 3) and two secondary chilled water pumps with variable speed drives.
 - Flushing of new sections of piping and re-connection of water treatment system. Restoration of water chemicals to pre-construction levels by Owner's preferred Water Treatment Provider.
 - Provide electrical supply, over-current protective devices, starters, disconnects, and associated conduit/conductors to serve the new equipment.

BREAK-ROOM RECEPTACLE CIRCUIT MODIFICATIONS – ANNEX 1

The electrical circuits serving the break-room will be expanded. The circuits serving receptacles in Break-room #373C (adjacent to the Grand Jury Room) are over-loaded. In the break-room, kitchen appliances including a microwave oven, two toaster ovens, coffee machine, and a vending machine are currently being fed by receptacle circuits which also feed circuits in the adjacent Grand Jury Room. If certain appliances are operated at the same time, the circuit breakers will trip thus losing power to receptacles not only in the break-room, but in the adjoining Grand Jury Room.

The scope of work includes:

- Provide two additional dedicated 120V circuits from existing panelboard 3E in Electrical Room 363 to the break-room.
- Rewire two existing receptacles serving the microwave and toaster ovens to the two new dedicated circuits thus eliminating the nuisance tripping.

Exclusions

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Customer is responsible for providing storage and containers for salvage materials to be disposed of by Customer.
3. Additional labor cost due to restriction of allowable work hours.
4. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
5. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
6. Hazardous materials testing and abatement not specified in the Scope of Work.
7. Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
8. Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work.
9. Commissioning of existing systems not identified in these documents as included in the Scope of Work.
10. Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
11. Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
12. Waste disposal other than that required to accomplish the Scope of Work.

13. Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
14. The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period.
15. The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
16. Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
17. Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
18. Fees for third party engineers acting as Customer's agent.
19. As-built drawings will be provided. If provided, hardcopy drawings will be provided in full/half size format (1 copy) as well as digital (pdf) format on disk (1 copy).
20. Water treatment equipment not specified in the Scope of Work.
21. Structural modifications not specified in the Scope of Work.
22. Building envelope modifications not specified in the Scope of Work.
23. Replacement of ductwork and diffusers not specified in the Scope of Work.
24. Replacement of piping not specified in the Scope of Work.
25. Ductwork and piping insulation not specified in the Scope of Work.
26. Electrical systems not specified in the Scope of Work.
27. Equipment replacement and their components not specified in the Scope of Work

4. WATER RETROFITS

ESCO will be performing water system retrofits at the following Customer facilities.

- Annex I
- Courthouse
- Jail 1

Newer fixtures are included in scope of work, unless identified as savings potential.

ANNEX I

- Existing floor & wall mounted high flow water closets will be replaced with 1.28 gpf china and the existing flush valve will also be replaced.
- Existing Tank Top high flow water closet will be replaced with a 1.0 gpf dual flush water closet.
- Existing high flow urinal flush valve will be retrofitted using the existing valve in order to reduce flow to 0.50 gpf. The urinal china will NOT be replaced.
- Existing high flow urinal flush valves will be replaced in order to reduce flow to 0.50/0.75 gpf. The urinal china will NOT be replaced.
- Existing high flow lavatory faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 1.0 gpm.
- Existing high flow faucet will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5/1.5 gpm.
- Existing 2.5 gpm showerheads, located in the staff locker rooms, will be replaced with a 1.5 gpm showerhead.

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- Existing floor & wall mounted high flow water closets will be replaced with 1.28 gpf china and the existing flush valve will also be replaced.
- Existing floor-mounted 1.6 gpf water closets will be retrofitted with 1.28 gpf flush valve diaphragm kit. The existing valves and china will be used for this retrofit.
- Existing high flow urinal flush valve will be retrofitted using the existing valve in order to reduce flow to 0.50/0.75 gpf. The urinal china will NOT be replaced.
- Existing high flow urinal flush valves will be replaced in order to reduce flow to 0.50/0.75 gpf. The urinal china will NOT be replaced.
- Existing high flow lavatory faucets will be retrofitted using vandal resistant flow restrictors. The flow rates will be 0.5/1.0 gpm.
- Existing 8-inch hot and cold lavatory faucets will be replaced with new 4-inch lavatory faucets. The flow rate will be 1.6 gpm.

Exclusions

The following items are excluded from ESCO'S scope of work:

1. Night/holiday work unless otherwise specified in the Scope of Work.
2. Additional labor cost due to restriction of allowable work hours.
3. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
4. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
5. Hazardous materials testing and abatement not specified in the Scope of Work.
6. Floor tile and other floor covering repairs.
7. Repair of pre-existing water damaged floors and/or surfaces.
8. Wall tile and other wall covering repairs.
9. Architectural and/or access modifications for Americans with Disabilities Act (ADA)

- compliance.
10. Non-water consuming bathroom fixtures such as toilet paper or soap dispensers.
 11. ADA fixture heights for toilet room(s) for single occupant(s) accessed through a private office and not for common use or public use.
 12. Supply piping beyond individual fixture isolation valve or stop.
 13. Clogs in newly installed equipment due to deteriorated piping or debris from the water supply.
 14. Drainage and/or sewer piping.
 15. Repair and replacement of supply water riser/isolation valves.
 16. Operation of supply water riser/isolation valves that are required to turn water off to areas where retrofits are scheduled.
 17. Faucet and/or faucet stem leaks not identified in the Scope of Work.
 18. Leaking and/or faulty angle stops.
 19. Hose bib leaks not identified in the Scope of Work.
 20. Repair of existing basins or leaking parts in shower handles, diverter, or tempering valves for showers.
 21. Any fixture or fixture part not specified in the Scope of Work.
 22. Water closet flanges unless specified in the Scope of Work.
 23. Wall mounted carriers for water closets, sinks, and urinals.
 24. No drawings applicable to water conservation will be included unless otherwise specified in the Scope of Work.
 25. Damage to installed equipment if found to be due to fluctuations in system pressure or due to turning off the water supply.

SCHEDULE B: PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT

PERFORMANCE ASSURANCE SUPPORT SERVICES (PASS)

ESCO'S Performance Assurance Support Services (PASS) group will assist Customer and its facility personnel in achieving efficient operation of Customer's facilities. This effort has two primary objectives: achieving the guaranteed savings and assisting Customer in maintaining functionality of the buildings and their systems. Achieving these objectives will require a partnership and communication as described below between Customer's staff and their designated representative of the PASS group. These objectives will be achieved via several means:

A Designated PASS Consultant

To provide support and achieve the best possible savings results, ESCO will assign an individual PASS consultant to Customer. The PASS consultant provides Customer with a point of contact for support and guarantee management that is involved in their project before construction is completed. The designated PASS consultant will be familiar with the project scope and M&V plans along with any unique performance goals or benchmarking efforts included in the project. A partnership between the PASS consultant and Customer's staff is vital to helping the project be successful over the long term.

Year 1 - System Optimization and Focus on Training:

- **On-Site Visit**

ESCO will provide On-Site Energy Consulting consisting of 4 site visits per year, each averaging 9 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 9 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. ESCO and Customer will work to schedule a mutually acceptable date for each visit.

- **Training**

ESCO will provide 12 hours of On Site training. ESCO and Customer will work to schedule a mutually acceptable date for each visit. This training will be provided in conjunction with a scheduled site visit. The training location must include internet and Customer EMS access. ESCO does not impose any restrictions on the number of Customer employees attending training sessions so long as the location will accommodate that number.

- **Optimization**

ESCO will remotely access your energy management system 4 times each year to perform this service. During each session, the system will be inspected and variables will be compared to a pre-approved list to determine if the system is operating correctly. Any findings that contradict the pre-approved list will be corrected. Additionally, ESCO will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings, corrected or not corrected, will be reported and that report delivered to customer. ESCO will notify Customer if remote access is not available Customer is responsible for restoring remote access and notifying ESCO. ESCO is not responsible for providing the planned service session if remote access is unavailable.

- **Remote Energy Management, Training & Technical Support**

ESCO will provide 60 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of ESCO that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the ESCO representative documents as used for that task. No credit will be given towards future years if all of the 60 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

- ESCO'S PASS Line (800-274-5551 + 4) offers support for urgent issues that arise. Live PASS representatives answer this line during regular business hours of 8:00 am to 5:00 pm (central time). In the event all representatives are busy, CUSTOMER may leave a message and expect a response within one (1) hour during business hours (central time). After-hours calls will be responded to within four (4) hours by an on-call PASS consultant.
- PASS@buildings.schneider-electric.com is a centralized email communication portal to which all PASS consultants have access. This tool is a vehicle to obtain answers to general questions or non-urgent items.
- ESCO'S eSavings energy management dashboard also provides email communication with CUSTOMER'S designated PASS consultant.

- **Remote System Monitoring & Reporting**

ESCO will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, ESCO will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report delivered to customer electronically. ESCO will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying ESCO. ESCO is not responsible for providing the planned service session if remote access is unavailable.

- **Measurement & Verification with Savings Reporting**

ESCO will perform the measurement & verification as outlined in the M&V plan and will update the Energy Savings and Performance report on a quarterly basis. This can only be completed if utility bills and other necessary information is made available per the contract. Notification of report updates will be sent via email with a link back to the ESCO eSavings website to the contacts specified by the Customer. Changes to that contact list can be made at any time. Customer will need to contact ESCO with the new contact list and changes will be made before sending the next email update. If bills and other necessary information are not provided, per the Contract, ESCO is not responsible for providing the Energy Savings and Performance report for that time period.

Year 2 - Training Reinforcement and Self Sufficiency:

- **On-Site Visit**

ESCO will provide On-Site Energy Consulting consisting of 2 site visits per year, each averaging 9 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the

findings and outlining a plan for further improvement. Each site visit will average 9 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. ESCO and Customer will work to schedule a mutually acceptable date for each visit.

- **Training**

ESCO will provide 8 hours of On Site training. ESCO and Customer will work to schedule a mutually acceptable date for each visit. This training will be provided in conjunction with a scheduled site visit. The training location must include internet and Customer EMS access. ESCO does not impose any restrictions on the number of Customer employees attending training sessions so long as the location will accommodate that number.

- **Optimization**

ESCO will remotely access your energy management system 4 times each year to perform this service. During each session, the system will be inspected and variables will be compared to a pre-approved list to determine if the system is operating correctly. Any findings that contradict the pre-approved list will be corrected. Additionally, ESCO will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings, corrected or not corrected, will be reported and that report delivered to customer. ESCO will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying ESCO. ESCO is not responsible for providing the planned service session if remote access is unavailable.

- **Remote Energy Management, Training & Technical Support**

ESCO will provide 60 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of ESCO that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the ESCO representative documents as used for that task. No credit will be given towards future years if all of the 60 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

- ESCO'S PASS Line (800-274-5551 + 4) offers support for urgent issues that arise. Live PASS representatives answer this line during regular business hours of 8:00 am to 5:00 pm (central time). In the event all representatives are busy, CUSTOMER may leave a message and expect a response within one (1) hour during business hours (central time). After-hours calls will be responded to within four (4) hours by an on-call PASS consultant.
- PASS@buildings.schneider-electric.com is a centralized email communication portal to which all PASS consultants have access. This tool is a vehicle to obtain answers to general questions or non-urgent items.
- ESCO'S eSavings energy management dashboard also provides email communication with CUSTOMER'S designated PASS consultant.

- **Remote System Monitoring & Reporting**

ESCO will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, ESCO will inspect the system for other areas of malfunction or energy

waste and report those findings for Customer review. All findings will be reported and that report delivered to customer electronically. ESCO will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying ESCO. ESCO is not responsible for providing the planned service session if remote access is unavailable.

- **Measurement & Verification with Savings Reporting**

ESCO will perform the measurement & verification as outlined in the M&V plan and will update the Energy Savings and Performance report on a quarterly basis. This can only be completed if utility bills and other necessary information is made available per the contract. Notification of report updates will be sent via email with a link back to the ESCO eSavings website to the contacts specified by the Customer. Changes to that contact list can be made at any time. Customer will need to contact ESCO with the new contact list and changes will be made before sending the next email update. If bills and other necessary information are not provided, per the Contract, ESCO is not responsible for providing the Energy Savings and Performance report for that time period.

YEAR 3 - 15:

- **On-Site Visit**

ESCO will provide On-Site Energy Consulting consisting of 2 site visits per year, each averaging 9 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 9 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. ESCO and Customer will work to schedule a mutually acceptable date for each visit.

- **Training**

ESCO will provide 8 hours of On Site training. ESCO and Customer will work to schedule a mutually acceptable date for each visit. This training will be provided in conjunction with a scheduled site visit. The training location must include internet and Customer EMS access. ESCO does not impose any restrictions on the number of Customer employees attending training sessions so long as the location will accommodate that number.

- **Remote Energy Management, Training & Technical Support**

ESCO will provide 30 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of ESCO that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the ESCO representative documents as used for that task. No credit will be given towards future years if all of the 30 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10 hour blocks which will remain available for use until the end of the next project year.

- ESCO'S PASS Line (800-274-5551 + 4) offers support for urgent issues that arise. Live PASS representatives answer this line during regular business hours of 8:00 am to 5:00 pm (central time). In the event all representatives are busy, CUSTOMER may leave a message and expect a response within one (1) hour during business hours (central

time). After-hours calls will be responded to within four (4) hours by an on-call PASS consultant.

- PASS@buildings.schneider-electric.com is a centralized email communication portal to which all PASS consultants have access. This tool is a vehicle to obtain answers to general questions or non-urgent items.
- ESCO'S eSavings energy management dashboard also provides email communication with CUSTOMER'S designated PASS consultant.

- **Remote System Monitoring & Reporting**

ESCO will remotely access your energy management system on a monthly basis. During each session, the system will be inspected and variables will be compared to the contractual agreement. Additionally, ESCO will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported and that report delivered to customer electronically. ESCO will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying ESCO. ESCO is not responsible for providing the planned service session if remote access is unavailable.

- **Measurement & Verification with Savings Reporting**

ESCO will perform the measurement & verification as outlined in the M&V plan and will update the Energy Savings and Performance report on a quarterly basis. This can only be completed if utility bills and other necessary information is made available per the contract. Notification of report updates will be sent via email with a link back to the ESCO eSavings website to the contacts specified by the Customer. Changes to that contact list can be made at any time. Customer will need to contact ESCO with the new contact list and changes will be made before sending the next email update. If bills and other necessary information are not provided, per the Contract, ESCO is not responsible for providing the Energy Savings and Performance report for that time period.

SCHEDULE C: PERFORMANCE GUARANTEE

ESCO guarantees that Customer will save a total of \$4,641,181 over the 15 year term of the contract. This equates to a Year 1 annual savings amount of \$249,540 in Total Dollar Savings, which consists of tracked savings of \$236,399 and \$13,141 in stipulated savings, calculated as shown herein. Each year after Year 1, the guarantee from the year before will be escalated by 3% as shown in the table below. In the event the annual savings are less than the amount stated above, ESCO will pay Customer the difference between the guaranteed amount and the cumulative achieved amount. ESCO will make payments for any savings shortfall to Customer within thirty (30) days of that year's Savings Reconciliation.

Year	Measured Savings	Non-Measured Savings	Annual Guaranteed Savings	Cumulative Guaranteed Savings
1	\$236,399	\$13,141	\$249,540	\$249,540
2	\$243,491	\$13,535	\$257,027	\$506,567
3	\$250,796	\$13,941	\$264,737	\$771,305
4	\$258,320	\$14,360	\$272,680	\$1,043,984
5	\$266,070	\$14,790	\$280,860	\$1,324,844
6	\$274,052	\$15,234	\$289,286	\$1,614,130
7	\$282,273	\$15,691	\$297,964	\$1,912,094
8	\$290,742	\$16,162	\$306,903	\$2,218,998
9	\$299,464	\$16,647	\$316,110	\$2,535,108
10	\$308,448	\$17,146	\$325,594	\$2,860,702
11	\$317,701	\$17,660	\$335,361	\$3,196,063
12	\$327,232	\$18,190	\$345,422	\$3,541,485
13	\$337,049	\$18,736	\$355,785	\$3,897,270
14	\$347,161	\$19,298	\$366,459	\$4,263,729
15	\$357,575	\$19,877	\$377,452	\$4,641,181
Total	\$4,396,773	\$244,408	\$4,641,181	\$4,641,181

The procedure used to calculate savings is described in Schedule D Section I - Performance Tracking Methodology.

GUARANTEED SAVINGS RECONCILIATION

The guarantee term (and first year PASS Agreement) will commence on the first day of the first utility billing period following the month in which ESCO delivers to Customer the Project Warranty Letter. This date is referred to as the **Savings Guarantee Commencement Date**.

Within sixty (60) days of receiving pertinent utility bills after the Savings Guarantee Commencement Date and each anniversary of the Savings Guarantee Commencement Date, and within sixty (60) days of receiving pertinent utility bills after the end of the guarantee term, ESCO will determine the Total Dollar Savings for the immediately preceding period.

The savings generated during the period from the "Date of Commencement" to the Savings Guarantee Commencement Date will be called "Implementation Period Savings". Implementation Period Savings will be added to the Savings Calculation made on the first anniversary of the Savings Guarantee Commencement Date for reconciliation purposes.

In the event that additional savings above guarantee are achieved in any year during the guarantee period, these savings can be used to offset shortfalls in savings in other years. If

ESCO has written a savings shortfall check to Customer, and later Total Dollar Savings exceed the annual guarantee amount, Customer will reimburse ESCO up to the amount of ESCO'S shortfall check, to the extent that the shortfall is made up by savings in excess of the guarantee.

SCHEDULE D: METHODOLOGY AND BASELINE

PROJECTED ANNUAL SAVINGS

The Performance Guarantee as established in Schedule C shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

Facility	Annual Projected Savings		
	Consumption	Demand	Units
Annex I	1,786,362	380	kWh / kVA
Annex I	20,661	-	CCF
Annex I	554	-	kGal
Annex II	92,025	60	kWh / kW
Annex II	789	-	CCF
Annex II	-	-	kGal
Annex III	8,908	12	kWh / kW
Annex III	-	-	kGal
Care Here Clinic	7,330	14	kWh / kW
Care Here Clinic	380	-	CCF
Care Here Clinic	-	-	kGal
Carnegie	34,488	51	kWh / kW
Carnegie	447	-	CCF
Carnegie	-	-	kGal
Community Corrections	35,017	65	kWh / kW
Community Corrections	117	-	CCF
Community Corrections	-	-	kGal
Probate-Revenue West	26,991	26	kWh / kW
Probate-Revenue West	-	-	kGal
Courthouse / Jail	840,758	575	kWh / kW
Courthouse / Jail	36,494	-	CCF
Courthouse / Jail	4,665	-	kGal
Parking Garage	64,205	71	kWh / kW
Parking Garage	-	-	kGal

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule C.

ENERGY, WATER, AND OPERATIONS & MAINTENANCE (O&M) RATE DATA

The cost of energy in any period will be determined by applying the rates as defined below ("Baseline Energy Rates"), or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type. The rates in the tables below will escalate 3% each year.

Utility Company:	Alabama Power		
Rate Schedule:	LPLE		
Component	Charge	Unit	Description
Customer Charge	\$50.00	per month	Fixed base charge
Demand Charge: Summer	\$5.43	per BkVA	per Summer Billed kVA (Jun-Sep)
Demand Charge: Winter	\$5.00	per BkVA	per Winter Billed kVA (Oct-May)
Consumption Charge: Summer 1 st Tier	\$0.037247	per kWh	First 250 kWh per Summer Billed kVA (Jun-Sep)
Consumption Charge: Summer 2 nd Tier	\$0.024747	per kWh	Over 250 kWh per Summer Billed kVA (Jun-Sep)
Consumption Charge: Winter 1 st Tier	\$0.037247	per kWh	First 250 kWh per Winter Billed kVA (Oct-May)
Consumption Charge: Winter 2 nd Tier	\$0.022235	per kWh	Over 250 kWh per Winter Billed kVA (Oct-May)
Other Charges:	\$0.026000	per kWh	Fuel Charge (12 month average)
Determination of Billed kVA:	Max of the Contract Demand or current month's actual demand or 90% of the max demand occurring in the previous year's summer months (June - September)		
Other Rate Details:	This rate applies only to Annex I. Their contract demand (1,200 kVA) is much higher than their typical actual demand (600-700 kVA).		

Utility Company:	Alabama Power		
Rate Schedule:	LPTS		
Component	Charge	Unit	Description
Customer Charge:	\$65.00	per month	Fixed base charge
Consumption Charge:	\$0.183731	per kWh	On-Peak Consumption (May-Oct)
Consumption Charge:	\$0.096231	per kWh	Summer Int-Peak Consumption (Jun-Sep)
Consumption Charge:	\$0.046231	per kWh	Summer Off-Peak Consumption (Jun-Sep)
Consumption Charge:	\$0.096231	per kWh	Winter Int-Peak Consumption (Oct-May)
Consumption Charge:	\$0.046231	per kWh	Winter Off-Peak Consumption (Oct-May)
Other Charges:	\$0.0260	per kWh	Fuel Charge (12 month average)

Utility Company:	Alabama Power		
Rate Schedule:	LPTL		
Component	Charge	Unit	Description
Customer Charge:	\$1,000.00	per month	Fixed base charge
Consumption Charge:	\$0.129966	per kWh	On-Peak Consumption (May-Nov)
Consumption Charge:	\$0.052166	per kWh	Summer Int-Peak Consumption (Jun-Sep)
Consumption Charge:	\$0.025566	per kWh	Summer Off-Peak Consumption (Jun-Sep)
Consumption Charge:	\$0.052166	per kWh	Winter Int-Peak Consumption (Oct-May)
Consumption Charge:	\$0.025566	per kWh	Winter Off-Peak Consumption (Oct-May)
Other Charges:	\$0.0260	per kWh	Fuel Charge (12 month average)

Utility Company:	Alabama Power		
Rate Schedule:	LPM		
Component	Charge	Unit	Description

Customer Charge:	\$50.00	per month	Fixed base charge
Demand Charge:	\$4.74	per BkW	per Billed kW
Consumption Charge:	\$0.076132	per kWh	First 250 kWh per Billed kW
Consumption Charge:	\$0.056469	per kWh	Over 250 kWh per Billed kW
Discount	10.0%	per \$	Applies to the 4 charges listed above
Other Charges:	\$0.0260	per kWh	Fuel Charge (12 month average)
Determination of Billing Demand:	Max of the current month's actual demand or 90% of the max demand occurring in the previous year's summer months (June - September)		

Utility Company:	Alagasco		
Rate Schedule:	SCSI		
Component	Charge	Unit	Description
Customer Charge:	\$15.03	per month	Fixed customer charge
Consumption Charge:	\$1.3535	per CCF	First 150 CCF
Consumption Charge:	\$1.2305	per CCF	Next 600 CCF
Consumption Charge:	\$1.1745	per CCF	Over 750 CCF
Other Charges:	4.0%	per \$	Utility Tax
Other Rate Details:	Utility tax applies to all charges		

Utility Company:	Alagasco		
Rate Schedule:	LCF2		
Component	Charge	Unit	Description
Customer Charge:	\$20.01	per month	Fixed Customer Charge
Transportation Charge	\$0.4417	per CCF	AGC Transport Charge
Well Head Charge	\$0.4429	per CCF	Well Head Cost Charge
Pipeline Charge	\$0.0308	per CCF	Pipeline Charge
Other Charges	0.50%	per \$	City Franchise Fee Transport: Applies to the 4 charges listed above
Other Charges	0.016%	per \$	City Franchise Fee Other: Applies to the 5 charges listed above
Other Charges	1.95%	per \$	State Utility Tax: Applies to the 6 charges listed above

COMMON ECM ASSUMPTIONS

Weather Data Source

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station at AL, Montgomery-Dannelly Field (MGM). In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, ESCO may select an alternative data source with Customer's approval.

Annual Calendar of Events

Provided below is a table summarizing the annual calendar of events that will be used as a basis in calculations, unless otherwise specified. In the event that there are any changes or deviations to this annual calendar, an appropriate adjustment will be made in accordance with the "Adjustment Schedule" set forth in Schedule D.

<u>Date(s)</u>	<u>Event</u>	<u>Date(s)</u>	<u>Event</u>
1/1	New Years Day	9/5	Labor Day
1/17	Martin Luther King Jr. Day	10/10	Columbus Day
2/21	President's Day	11/11	Veterans Day
5/30	Memorial Day	11/24	Thanksgiving Day
7/4	Independence Day	12/25	Christmas Day

Building Occupancy Schedules

Provided below is a table summarizing the building occupancy schedules used within the calculations, unless otherwise specified. In the event that there are any changes or deviations to this occupancy schedule, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule D.

Facility	Day Type	Daily Schedule
All Facilities – Unless noted in the exceptions table below	Weekdays	8:00 AM – 5:00 PM
All Facilities – Unless noted in the exceptions table below	Weekends	Unoccupied
All Facilities – Unless noted in the exceptions table below	Events Listed Above	Unoccupied

Provided below is a table summarizing the exceptions for the building occupancy schedules in the table above.

Facility Exceptions	Day Type	Daily Schedule
Old Jail	All Days	24 Hr Operation
Annex I: Data Center and Sheriff's Office Area	All Days	24 Hr Operation
Care Here Health Clinic	Weekdays	7:30 AM – 6:00 PM
Care Here Health Clinic: Medicine Storage	All Days	Tighter Temperature Control
Community Corrections	Weekdays	6:30 AM – 5:30 PM
Community Corrections	Tuesday	6:30 AM – 9 PM
Community Corrections	Saturday	8:00 AM – 12 PM
Community Corrections: Drug Testing	All Days	Tighter Temperature Control: 60 to 90 deg F, no more than 80% RH at 90 deg F

Start Times	1 hour prior to scheduled event for area in question
Stop Times	After scheduled event for area in question
Special Requirements	As demanded for given area in question, adjustment required, unless demanded in base year.

Standards of Service and Comfort

Provided below is a table summarizing the temperature setpoints used within the calculations,

unless otherwise specified. Customer agrees to operate the conditioned spaces in the facilities within the temperature ranges scheduled in the table below. In the event that there are any changes or deviations to these standards of service and comfort, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule D.

	Heating Set-point Range	Cooling Set-point Range
Occupied	68°F - 71°F	72°F - 75°F
Unoccupied	55°F	95°F

MEASUREMENT & VERIFICATION DETAILS

OPTION A – LIGHTING EFFICIENCY AND CONTROLS

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2010). The remainder of this section describes the energy savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The energy and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this verification method.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions, and the Performance Period conditions.

For energy demand, the demand savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation – Energy Demand Savings

$$D_{save} = \sum_{i=1}^n [(E_{Pre} \times F_{Pre} - E_{Post} \times F_{Post}) \times M]_i$$

Where,

D_{save} = Demand savings

n = Number of fixtures

E_{Pre} = Power usage of the baseline lighting conditions

E_{Post} = Power usage of the Performance Period lighting conditions

F_{Pre} = Demand diversity factor of the baseline lighting conditions

F_{Post} = Demand diversity factor of the Performance Period lighting conditions

M = Equivalent months of annual demand savings

For energy consumption, the energy savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation – Energy Consumption Savings

$$E_{save} = \sum_{i=1}^n [E_{Pre} \times H_{Pre} - E_{Post} \times H_{Post}]_i$$

Where,

E_{save} = Energy savings

H_{pre} = Baseline burn hours

H_{post} = Performance Period burn hours

The energy usage of both the baseline and Performance Period lighting conditions are calculated utilizing the same equations. The measured parameters collected during the pre-implementation period will be used to compute the baseline fixture power use. The measured parameters collected during the post-implementation period will be used to compute the Performance Period fixture power use. The equations for a single fixture for both the baseline and Performance Period are shown below using the baseline calculations as an example.

Equation – Total Fixture Power Use

$$E_{\text{Pre}} = E_{\text{Fixt,Pre}}$$

Where,

$E_{\text{Fixt,Pre}}$ = Pre-implementation direct power usage of light fixture

Equation – Fixture Lighting Power Use

$$E_{\text{Fixt,Pre}} = P_{\text{Pre}} \times Q$$

Where,

P = Pre-implementation power draw of light fixture

Q = Quantity of associated light fixture

C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this lighting project, the key parameter that will be measured is the power consumption of each fixture type. Measurement and documentation strategies for each project phase are outlined below.

Pre-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of each baseline fixture type to determine the average power use for each fixture type. At least eight (8) measurements will be taken for each fixture type (unless fewer exist). Measurements will continue to be taken for a given fixture type until the 95% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample (or until all fixtures have been measured). The mean of this sample set will be treated as the power consumption for that fixture type for all savings calculations. As stated above, more measurements may be needed if the sampled fixtures have too much variance.

Lighting loggers and occupancy sensors were utilized to determine the baseline and Performance Period burn hours. The lighting loggers were used to calculate the baseline burn hours. The occupancy sensors determine the necessary operation of the lighting fixtures to meet the lighting needs. Those annual hours are the Performance Period burn hours. The values in the table below were extrapolated from a sample of each occupancy type. The table below contains the annual baseline and Performance Period burn hours and demand diversity factors.

Lighting Burn Hour Code	Area Description	Total Pre- Retrofit Annual Hours of Operation	Pre-Retrofit Diversity Factor for kW (D.F.)	Total Post- Retrofit Annual Hours of Operation	Post-Retrofit Diversity Factor for kW (D.F.)
CF-OS	Conf. Room, add new sensor	3,546	95%	2,837	90%
H	Halls & common areas	4,170	95%	4,170	95%
H-OS	Hallways, add new sensor	4,170	95%	2,794	85%
M	Maintenance Areas	3,863	95%	3,863	95%
O	Offices	2,965	95%	2,965	95%
OO	Open Office	3,004	95%	3,004	95%
OO-OS	Open Offices, add new sensor	3,004	95%	2,253	90%
O-OS	Offices, add new sensor	2,965	95%	2,372	90%
O-OS/S	Offices, add new sensor-Storage	2,965	95%	612	90%
PKG	Parking Garage-Annex 1	8,756	95%	8,756	95%
RR-OS	Restrooms, add new sensor	6,699	95%	2,010	75%
RR-P	Restrooms, private	522	20%	522	20%
S	Storage Areas	2,041	20%	2,041	20%
S-OS	Storage Areas, add new sensor	2,041	20%	612	15%
VEND	Vending Machine, add new sensor	8,760	100%	4,818	100%
X	Outside Areas	4,380	10%	4,380	10%
Z	24 Hour Areas	8,760	100%	8,760	100%
Z-OS/C	24 Hour Areas, add new sensor	8,760	100%	1,670	90%

Post-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of each Performance Period fixture type to determine the average power use for each fixture type. At least eight (8) measurements will be taken for each fixture type (unless fewer exist). Measurements will continue to be taken for a given fixture type until the 95% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample (or until all fixtures have been measured). The mean of this sample set will be treated as the power consumption for that fixture type for all savings calculations. The preferred locations for measurements for the new retrofit types will be locations where some previous measurement was taken. The number of post-retrofit samples measured is independent from the number of pre-retrofit samples taken. These measurements are taken to determine the average power use of each fixture type, not the reduction of power use in any specific locations. All measurements will be taken using the same equipment and will be calibrated.

Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy.

D. Parameter Estimates

Of the parameters identified under the equations for energy savings in Section B, several of the parameters are estimates, and will not be measured during any period of the project. Of the variables identified, the parameters that will be estimated for this particular ECM and M&V strategy include: burn hours (for fixtures without occupancy sensors), and demand diversity factors.

The tables below contain the estimated parameters and all pieces of information needed to define each fixture. Identified in the first table is the fixture description and estimated power consumption for each type of fixture. The second table identifies the retrofit codes for each retrofit type. The third table lists each grouping of fixtures, the retrofit to be performed, the area type for that group, the pre-retrofit and post-retrofit fixture quantities, and if an occupancy sensor is to be installed. The methods used to calculate savings in Paragraph E include the measurements defined in Paragraph C and the fixture details found in the tables below.

Description	Expected W	Description	Expected W
(1) LAMP 100 WATT HIGH PRESSURE SODIUM	124	COMPACT FLUORESCENT LAMP 13 W	13
(1) LAMP 100 WATT INCANDESCENT	95	COMPACT FLUORESCENT LAMP 18 W	18
(1) LAMP 100 WATT MERCURY VAPOR	105	COMPACT FLUORESCENT LAMP 26 W	26
(1) LAMP 100 WATT METAL HALIDE	123	COMPACT FLUORESCENT LAMP 39 W	39
(1) LAMP 175 WATT METAL HALIDE	200	SCREW IN LED LAMP	16
(1) LAMP 23 WATT COMPACT FLUORESCENT	22	LED EXIT SIGN	4
(1) LAMP 250 WATT METAL HALIDE	280	INDUCTION LUMINAIRE 134 W	134
(1) LAMP 32 WATT COMPACT FLOURESCENT	30	INDUCTION LUMINAIRE 222 W	222
(1) LAMP 400 WATT METAL HALIDE	437	INDUCTION LUMINAIRE 44 W	44
(1) LAMP 42 WATT PLUG IN COMPACT FLOURESCENT	42	INDUCTION LUMINAIRE 78 W	78
(1) LAMP 60 WATT INCANDESCENT	57	T8 LUMINAIRE (1) LAMP	69
(1) LAMP 65 WATT INCANDESCENT	62	REFLECTOR KIT: 2' T8 LAMP 41 W	41
(1) LAMP 75 WATT INCANDESCENT	71	REFLECTOR KIT: T8 LAMP EXISTING (3) LAMP	47
(1) LAMP F30T12 LUMINAIRE	36	REFLECTOR KIT: T8 LAMP EXISTING (4) LAMP	64
(2) LAMP 100 WATT METAL HALIDE	245	125 WATT PULSE START METAL HALIDE LAMP	160
(2) LAMP 15 WATT INCANDESCENT EXIT SIGN	29	2' T8 LAMPS	27
(2) LAMP 150 WATT HIGH PRESSURE SODIUM	357	3' T8 LAMPS EXISTING (1) LAMP	21
(2) LAMP 400 WATT METAL HALIDE	874	320 WATT METAL HALIDE PULSE START LAMP	368

(2) LAMP 60 WATT INCANDESCENT	114	320 WATT METAL HALIDE PULSE START LAMP X2	736
(2) LAMP F20T12 LUMINAIRE	41	4' T8 LAMPS (2) LAMP	42
(2) LAMP F32T8 LUMINAIRE	55	4' T8 LAMPS (3) LAMP	63
(2) LAMP F40T12 LUMINAIRE	68	4' T8 LAMPS (4) LAMP	82
(2) LAMP FB32T8 U-BEND LUMINAIRE	55	4' T8 LAMPS (8) LAMP	164
(3) LAMP 40 WATT INCANDESCENT	114	70 WATT METAL HALIDE PULSE START LAMPS.	91
(3) LAMP 60 WATT INCANDESCENT	171	70 WATT METAL HALIDE PULSE START LAMPS. X2	182
(3) LAMP F32T8 LUMINAIRE	82		
(4) LAMP 23 WATT COMPACT FLUORESCENT	87		
(4) LAMP F32T8 LUMINAIRE	105		
(4) LAMP F40T12 LUMINAIRE	137		
(8) LAMP F40T12 LUMINAIRE	274		
SODA VENDING MACHINE	437		

Retrofit Code	Pre-Retrofit	Post-Retrofit	Total Retrofits
A	(1) 100 WATT HIGH PRESSURE SODIUM	INDUCTION LUMINAIRE 78 W	9
B	(1) 100 WATT HIGH PRESSURE SODIUM	70 WATT METAL HALIDE PULSE START LAMPS	13
C	(1) 100 WATT INCANDESCENT	SCREW-IN COMPACT FLUORESCENT LAMP 18 W	4
D	(1) 100 WATT MERCURY VAPOR	INDUCTION LUMINAIRE 44 W	168
E	(1) 100 WATT METAL HALIDE	INDUCTION LUMINAIRE 44 W	12
F	(1) 100 WATT METAL HALIDE	T8 LUMINAIRE (1) LAMP	19
G	(1) 100 WATT METAL HALIDE	70 WATT METAL HALIDE PULSE START LAMPS	23
H	(1) 175 WATT METAL HALIDE	125 WATT PULSE START METAL HALIDE LAMP	2
I	(1) 23 WATT COMPACT FLUORESCENT	(1) LAMP 23 WATT COMPACT FLUORESCENT	29
J	(1) 250 WATT METAL HALIDE	INDUCTION LUMINAIRE 134 W	5
K	(1) 32 WATT COMPACT FLOURESCENT	(1) LAMP 32 WATT COMPACT FLOURESCENT	5
L	(1) 400 WATT METAL HALIDE	320 WATT METAL HALIDE PULSE START LAMP	2
M	(1) 42 WATT COMPACT FLOURESCENT	(1) LAMP 42 WATT COMPACT FLOURESCENT	6
N	(1) 60 WATT INCANDESCENT	SCREW-IN COMPACT FLUORESCENT LAMP 13 W	11
O	(1) 65 WATT INCANDESCENT	LED: SCREW IN LED LAMP	5
P	(1) 75 WATT INCANDESCENT	SCREW-IN COMPACT FLUORESCENT LAMP 18 W	1

Q	(1) F30T12 LUMINAIRE	3' T8 LAMPS AND ELECTRONIC BALLAST (1) LAMP	2
R	(2) 100 WATT METAL HALIDE	70 WATT METAL HALIDE PULSE START LAMPS X2	1
S	(2) 15 WATT INCANDESCENT EXIT SIGN	LED EXIT SIGN	12
T	(2) 150 WATT HIGH PRESSURE SODIUM	INDUCTION LUMINAIRE 222 W	8
U	(2) 400 WATT METAL HALIDE	320 WATT METAL HALIDE PULSE START LAMP X2	5
V	(2) 60 WATT INCANDESCENT	SCREW-IN COMPACT FLUORESCENT LAMP 26 W	2
W	(2) F20T12 LUMINAIRE	2' T8 LAMPS .	2
X	(2) F32T8 LUMINAIRE	4' T8 LAMPS (2) LAMP	54
Y	(2) F40T12 LUMINAIRE	4' T8 LAMPS (2) LAMP	124
Z	(2) FB32T8 U-BEND	REFLECTOR KIT: 2' T8 LAMP 41 W	4
AA	(3) 40 WATT INCANDESCENT	SCREW-IN COMPACT FLUORESCENT LAMP 39 W	2
BB	(3) 60 WATT INCANDESCENT	SCREW-IN COMPACT FLUORESCENT LAMP 39 W	1
CC	(3) F32T8 LUMINAIRE	REFLECTOR KIT: T8 LAMP (3) LAMP	2
DD	(3) F32T8 LUMINAIRE	WITH 4' T8 LAMPS (3) LAMP	33
EE	(4) 23 WATT COMPACT FLUORESCENT	(4) LAMP 23 WATT COMPACT FLUORESCENT	1
FF	(4) F32T8 LUMINAIRE	REFLECTOR KIT: T8 LAMP (4) LAMP	1
GG	(4) F32T8 LUMINAIRE	4' T8 LAMPS (4) LAMP	36
HH	(4) F40T12 LUMINAIRE	REFLECTOR KIT: T8 LAMP (4) LAMP	39
II	(4) F40T12 LUMINAIRE	4' T8 LAMPS (2) LAMP	10
JJ	(4) F40T12 LUMINAIRE	4' T8 LAMPS (4) LAMP	30
KK	(8) F40T12 LUMINAIRE	4' T8 LAMPS (8) LAMP	22
LL	SODA VENDING MACHINE	SODA VENDING MACHINE	1

The table below lists the fixture definitions for facilities that would be verified using this Option A approach. This table may include line items for fixture replacements that did not make the final scope of work for the project. Any fixtures included in the table below that are not in the official scope of work defined in Schedule A will not be included in the savings determination.

Retrofit No:	Facility	Floor	Area	Retrofit Code	Lighting Burn Hour Code	Existing Fixture Quantity	Retrofit Fixture Quantity
1	PARKING GARAGE	GROUND	PIPE CHASE	Y	S	1	1
2	PARKING GARAGE	GROUND	ELEVATOR ROOM	Y	Z	2	2
3	PARKING GARAGE	GROUND	STAIRWELL	S	Z	1	1
4	PARKING GARAGE	GROUND	STAIRWELL	Y	Z	11	11
6	PARKING GARAGE	GROUND	STAIRWELL	B	Z	4	4
7	PARKING GARAGE	GROUND	STAIRWELL	S	Z	6	6
8	PARKING GARAGE	GROUND	STAIRWELL	Y	Z	11	11
10	PARKING GARAGE	GROUND	GARAGE	B	Z	9	9
11	PARKING GARAGE	GROUND	GARAGE	S	Z	2	2
13	PARKING GARAGE	GROUND	GARAGE	Y	Z	3	3
14	PARKING GARAGE	GROUND	ELEVATOR	N	Z	1	1
15	PARKING GARAGE	GROUND	SUPPLY ROOM	Y	S	2	2
16	PARKING GARAGE	GROUND	OFFICE SECURITY	E	S	2	2
17	PARKING GARAGE	GROUND	OFFICE SECURITY	Y	S	3	3

18	PARKING GARAGE	GROUND	RESTROOM	P	RR-P	1	1
19	PARKING GARAGE	GROUND	STORAGE	Y	S	2	2
999	HEALTH CLINIC	1ST FLOOR	LOBBY	Y	OO	4	4
1000	HEALTH CLINIC	1ST FLOOR	CONFERENCE ROOM	Y	CF-OS	4	4
1002	HEALTH CLINIC	1ST FLOOR	EXAM	Y	O-OS	4	4
1004	HEALTH CLINIC	1ST FLOOR	EXAM	Y	O-OS	4	4
1006	HEALTH CLINIC	1ST FLOOR	WOMENS RESTROOM	V	RR-P	1	1
1007	HEALTH CLINIC	1ST FLOOR	MENS RESTROOM	V	RR-P	1	1
1008	HEALTH CLINIC	1ST FLOOR	JANITOR CLOSET	C	S	1	1
1009	HEALTH CLINIC	1ST FLOOR	COPY ROOM	Y	O-OS	4	4
1011	HEALTH CLINIC	1ST FLOOR	EXAM	Y	O-OS	4	4
1013	HEALTH CLINIC	1ST FLOOR	EXAM	Y	O-OS	2	2
1015	HEALTH CLINIC	1ST FLOOR	STORAGE	Y	O-OS/S	2	2
1018	HEALTH CLINIC	1ST FLOOR	LOBBY	Y	O-OS	4	4
1020	HEALTH CLINIC	1ST FLOOR	KITCHEN	Y	O-OS	3	3
1023	HEALTH CLINIC	1ST FLOOR	RECEPTION	Y	O-OS	1	1
1024	HEALTH CLINIC	1ST FLOOR	HALL	Y	OO-OS	4	4
1026	COMMUNITY CORRECTIONS	1ST FLOOR	RECEPTION	HH	OO-OS	4	4
1028	COMMUNITY CORRECTIONS	1ST FLOOR	COPY ROOM	HH	O-OS	2	2
1030	COMMUNITY CORRECTIONS	1ST FLOOR	FILE STORAGE	JJ	O-OS	6	6
1031	COMMUNITY CORRECTIONS	1ST FLOOR	FILE STORAGE	JJ	O-OS	3	3
1034	COMMUNITY CORRECTIONS	1ST FLOOR	OFFICE	HH	O-OS	4	4
1036	COMMUNITY CORRECTIONS	1ST FLOOR	OFFICE	HH	O-OS	3	3
1038	COMMUNITY CORRECTIONS	1ST FLOOR	OFFICE	JJ	O-OS	2	2
1040	COMMUNITY CORRECTIONS	1ST FLOOR	OFFICE	JJ	O-OS	2	2
1041	COMMUNITY CORRECTIONS	1ST FLOOR	MECHANICAL ROOM	N	M	1	1
1047	COMMUNITY CORRECTIONS	1ST FLOOR	OFFICE	HH	O-OS	2	2
1049	COMMUNITY CORRECTIONS	1ST FLOOR	STORAGE	II	S	2	2
1053	COMMUNITY CORRECTIONS	1ST FLOOR	OFFICE	JJ	O-OS	2	2
1054	COMMUNITY CORRECTIONS	1ST FLOOR	OFFICE	I	O-OS	8	8
1058	COMMUNITY CORRECTIONS	BASEMENT	CLASSROOM	HH	Z-OS/C	4	4
1060	COMMUNITY CORRECTIONS	BASEMENT	OFFICE	HH	O-OS	2	2
1062	COMMUNITY CORRECTIONS	BASEMENT	OFFICE	HH	O-OS	2	2
1064	COMMUNITY CORRECTIONS	BASEMENT	OFFICE	HH	O-OS	2	2
1066	COMMUNITY CORRECTIONS	BASEMENT	OFFICE	HH	O-OS	6	6
1068	COMMUNITY CORRECTIONS	BASEMENT	OFFICE	HH	O-OS	2	2
1070	COMMUNITY CORRECTIONS	BASEMENT	OFFICE	HH	O-OS	2	2
1073	COMMUNITY CORRECTIONS	BASEMENT	RESTROOM	AA	RR-P	1	1
1074	COMMUNITY CORRECTIONS	BASEMENT	MENS RESTROOM	W	RR-P	1	1
1076	COMMUNITY CORRECTIONS	BASEMENT	MENS RESTROOM	W	RR-OS	1	1
1077	COMMUNITY CORRECTIONS	BASEMENT	MENS RESTROOM	N	RR-OS	1	1
1078	COMMUNITY	BASEMENT	SUPPLIES	HH	O-OS	2	2

	CORRECTIONS						
1080	COMMUNITY CORRECTIONS	BASEMENT	MECHANICAL ROOM	N	M	1	1
1082	COMMUNITY CORRECTIONS	BASEMENT	WOMENS RESTROOM	EE	RR-OS	1	1
1083	COMMUNITY CORRECTIONS	BASEMENT	SUPPLIES	Y	S	1	1
1084	COMMUNITY CORRECTIONS	BASEMENT	SERVER	Y	S	1	1
1085	COMMUNITY CORRECTIONS	BASEMENT	LAB	AA	O-OS	1	1
1086	COMMUNITY CORRECTIONS	BASEMENT	LAB	Y	O-OS	1	1
1087	COMMUNITY CORRECTIONS	BASEMENT	LAB	Z	O-OS	4	4
1089	COMMUNITY CORRECTIONS	BASEMENT	HALLWAY	O	H	2	2
1090	COMMUNITY CORRECTIONS	BASEMENT	HALLWAY	O	H	3	3
1094	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	LOBBY	CC	OO	2	2
1095	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	LOBBY	Y	OO	1	1
1096	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	STORAGE	II	S-OS	5	5
1098	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	WOMENS RESTROOM	N	RR-P	1	1
1099	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	MENS RESTROOM	N	RR-P	1	1
1100	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	OFFICE	JJ	O-OS	4	4
1102	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	OFFICE	S	Z	1	1
1103	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	OFFICE	JJ	O-OS	3	3
1105	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	OFFICE	JJ	O-OS	3	3
1107	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	OFFICE	JJ	O-OS	3	3
1109	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	HALLWAY	II	H-OS	3	3
1111	COMMUNITY CORRECTIONS-BLD 2	1ST FLOOR	HALLWAY	S	Z	1	1
1112	CARNEGIE BUILDING	3RD FLOOR	RECEPTION	C	OO	2	2
1113	CARNEGIE BUILDING	3RD FLOOR	OPEN OFFICE	I	OO-OS	8	8
1114	CARNEGIE BUILDING	3RD FLOOR	OPEN OFFICE	KK	OO-OS	3	3
1115	CARNEGIE BUILDING	3RD FLOOR	OPEN OFFICE	KK	OO-OS	1	1
1119	CARNEGIE BUILDING	3RD FLOOR	OFFICE	I	OO-OS	8	8
1120	CARNEGIE BUILDING	3RD FLOOR	OFFICE	KK	OO-OS	4	4
1125	CARNEGIE BUILDING	2ND FLOOR	RECEPTION	JJ	H	2	2
1126	CARNEGIE BUILDING	2ND FLOOR	RECEPTION	BB	H	1	1
1127	CARNEGIE BUILDING	2ND FLOOR	SUPPLIES	C	S	1	1
1128	CARNEGIE BUILDING	2ND FLOOR	STAIRWELL	Y	H	1	1
1129	CARNEGIE BUILDING	2ND FLOOR	OPEN OFFICE	KK	OO-OS	8	8
1131	CARNEGIE BUILDING	2ND FLOOR	OPEN OFFICE	KK	OO-OS	2	2
1132	CARNEGIE BUILDING	2ND FLOOR	OPEN OFFICE	I	OO-OS	5	5

1134	CARNEGIE BUILDING	2ND FLOOR	OFFICE	KK	OO-OS	2	2
1135	CARNEGIE BUILDING	2ND FLOOR	OFFICE	KK	OO-OS	2	2
1137	CARNEGIE BUILDING	1ST FLOOR	ELEVATOR LOBBY	Y	H	1	1
1138	CARNEGIE BUILDING	1ST FLOOR	MECHANICAL ROOM	Y	M	2	2
1140	CARNEGIE BUILDING	1ST FLOOR	FILE ROOM	Y	O-OS	8	8
1142	CARNEGIE BUILDING	1ST FLOOR	OFFICE	Y	O-OS	5	5
1143	CARNEGIE BUILDING	1ST FLOOR	OFFICE	S	Z	1	1
1145	CARNEGIE BUILDING	1ST FLOOR	OFFICE	Y	O-OS	6	6
1147	CARNEGIE BUILDING	1ST FLOOR	LOBBY	HH	H	2	2
1148	CARNEGIE BUILDING	1ST FLOOR	LOBBY	X	H	1	1
1150	CARNEGIE BUILDING	1ST FLOOR	BREAK ROOM	K	OO-OS	5	5
1152	CARNEGIE BUILDING	1ST FLOOR	BREAK ROOM	Y	OO-OS	4	4
1153	CARNEGIE BUILDING	1ST FLOOR	BREAK ROOM	LL	VEND	1	1
1154	CARNEGIE BUILDING	1ST FLOOR	MENS RESTROOM	Y	RR-OS	2	2
1155	CARNEGIE BUILDING	1ST FLOOR	MENS RESTROOM	Y	RR-OS	2	2
1157	CARNEGIE BUILDING	1ST FLOOR	WOMENS RESTROOM	Y	RR-OS	2	2
1158	CARNEGIE BUILDING	1ST FLOOR	WOMENS RESTROOM	Y	RR-OS	2	2
1160	CARNEGIE BUILDING	1ST FLOOR	MECHANICAL ROOM	Y	M	6	6
1161	CARNEGIE BUILDING	1ST FLOOR	STORAGE	Y	S	2	2
1162	CARNEGIE BUILDING	1ST FLOOR	STORAGE	Y	S	2	2
1163	CARNEGIE BUILDING	1ST FLOOR	ELEVATOR	Q	Z	2	2
1611	PROBATE & REVENUE	1ST FLOOR	LOBBY	DD	OO	21	21
1614	PROBATE & REVENUE	1ST FLOOR	LOBBY	GG	OO	11	11
1615	PROBATE & REVENUE	1ST FLOOR	OFFICE	DD	O-OS	2	2
1616	PROBATE & REVENUE	1ST FLOOR	OFFICE	M	O-OS	3	3
1618	PROBATE & REVENUE	1ST FLOOR	SAFE	X	O	1	1
1620	PROBATE & REVENUE	1ST FLOOR	OFFICE	GG	O-OS	2	2
1622	PROBATE & REVENUE	1ST FLOOR	BREAK ROOM	X	O-OS	6	6
1624	PROBATE & REVENUE	1ST FLOOR	KITCHEN	X	O-OS	2	2
1625	PROBATE & REVENUE	1ST FLOOR	WOMENS RESTROOM	X	RR-P	1	1
1626	PROBATE & REVENUE	1ST FLOOR	MENS RESTROOM	X	RR-P	1	1
1628	PROBATE & REVENUE	1ST FLOOR	HALLWAY	X	H-OS	3	3
1630	PROBATE & REVENUE	1ST FLOOR	HALLWAY	X	H-OS	1	1
1631	PROBATE & REVENUE	1ST FLOOR	MECHANICAL ROOM	X	M	2	2
1632	PROBATE & REVENUE	1ST FLOOR	WORKROOM	GG	O-OS	5	5
1633	PROBATE & REVENUE	1ST FLOOR	WORKROOM	FF	O-OS	1	1
1636	PROBATE & REVENUE	1ST FLOOR	STORAGE	X	O-OS	8	8
1637	PROBATE & REVENUE	1ST FLOOR	ELECTRICAL CLOSET	X	S	2	2
1638	PROBATE & REVENUE	1ST FLOOR	STORAGE	X	O	1	1
1640	PROBATE & REVENUE	1ST FLOOR	HALLWAY	X	O	2	2
1642	PROBATE & REVENUE	1ST FLOOR	LOBBY	DD	OO	10	10
1645	PROBATE & REVENUE	1ST FLOOR	LOBBY	GG	OO	8	8
1646	PROBATE & REVENUE	1ST FLOOR	OFFICE	M	O-OS	3	3

1647	PROBATE & REVENUE	1ST FLOOR	OFFICE	GG	O-OS	2	2
1649	PROBATE & REVENUE	1ST FLOOR	SAFE	X	O	1	1
1651	PROBATE & REVENUE	1ST FLOOR	OFFICE	GG	O-OS	2	2
1653	PROBATE & REVENUE	1ST FLOOR	MAPPERS	GG	O-OS	6	6
1655	PROBATE & REVENUE	1ST FLOOR	SUPPLIES	X	O-OS	6	6
1656	PROBATE & REVENUE	1ST FLOOR	MECHANICAL ROOM	X	M	2	2
1657	PROBATE & REVENUE	1ST FLOOR	MENS RESTROOM	X	RR-P	1	1
1658	PROBATE & REVENUE	1ST FLOOR	WOMENS RESTROOM	X	RR-P	1	1
1660	PROBATE & REVENUE	1ST FLOOR	HALLWAY	X	H	4	4
1661	PARKING GARAGE	EXTERIOR	PARKING GARAGE	A	X	9	9
1686	CARNEGIE BUILDING	EXTERIOR	LANDSCAPE	H	X	2	2
1688	COMMUNITY CORRECTIONS	BLD 1	BUILDING PERIMETER	E	X	2	2
1708	PROBATE & REVENUE	BACK OF BLD	BUILDING PERIMETER	E	X	3	3
1709	PROBATE & REVENUE	BACK OF BLD	BUILDING PERIMETER	G	X	22	22
1710	ANNEX 3	GARAGE	GARAGE	F	PKG	19	19
1712	PARKING GARAGE	MAIN	PARKING GARAGE	D	Z	112	112
1713	PARKING GARAGE	MAIN	PARKING GARAGE	D	X	56	56
1714	PARKING GARAGE	MAIN	PARKING GARAGE	T	X	8	8

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs . Equation 7 will be used to compute the total cost savings for each Guarantee Year.

Equation 7 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n (\$_{Baseline} - \$_{Performance})_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of utility types

The marginal utility rates utilized to calculate the dollar amounts are defined in the following tables for each facility. These rates will escalate 3% each year.

ANNEX III	ELECTRIC
DEMAND (kW)	\$11.45 / kW
ENERGY (kWh)	\$0.0694185 / kWh

CARE HERE CLINIC	ELECTRIC
DEMAND (kW)	\$4.74 / kW
ENERGY (kWh)	\$0.1011859 / kWh

CARNEGIE	ELECTRIC
DEMAND (kW)	\$4.74 / kW
ENERGY (kWh)	\$0.1011859 / kWh

COMMUNITY CORRECTIONS	ELECTRIC
DEMAND (kW)	\$3.39 / kW
ENERGY (kWh)	\$0.101168 / kWh

PARKING GARAGE	ELECTRIC
DEMAND (kW)	\$9.03 / kW
ENERGY (kWh)	\$0.0841014 / kWh

PROBATE-REVENUE WEST	ELECTRIC
DEMAND (kW)	\$3.39 / kW
ENERGY (kWh)	\$0.101168 / kWh

Option A – Water

- A. Overview of M&V Plan, and Savings Calculation
- B. Water Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2010). The remainder of this section describes the water savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The water and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

B. Water Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform the water savings calculations for this verification method.

Equations and Analysis of Water Savings

Savings are calculated as the difference in water usage from the baseline conditions, and the Performance Period conditions.

For water consumption, the water savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 1 – Water Consumption Savings

$$W_{save} = \sum_{i=1}^n [W_{Pre} \times UPY_{Pre} - W_{Post} \times UPY_{Post}]_i$$

Where,

W_{save} = Water savings

W_{pre} = Measured baseline gallons per use

W_{post} = Measured performance period gallons per use

UPY_{Pre} = Baseline Uses (flushes/minutes) per year

UPY_{Post} = Performance Period Uses (flushes/minutes) per year

C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equation provided above in Paragraph B. For this water project, the key parameter that will be measured is the water consumption per use of each fixture type. For toilets and urinals, uses are equal to flushes. For sinks and showers, uses are minutes of use. Measurement and documentation strategies for each project phase are outlined below.

Pre-Implementation Measurements and Documentation

Water consumption measurements will be taken on a sample set of each baseline fixture type to

determine the average water use for each fixture type. At least eight (8) measurements will be taken for each fixture type (unless fewer exist). Measurements will continue to be taken for a given fixture type until the 95% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample (or until all fixtures have been measured). The mean of this sample set will be treated as the water consumption for that fixture type for all savings calculations. As stated above, more measurements may be needed if the sampled fixtures have too much variance.

Post-Implementation Measurements and Documentation

Water consumption measurements will be taken on a sample set of each Performance Period fixture type to determine the average water use for each fixture type. At least eight (8) measurements will be taken for each fixture type (unless fewer exist). Measurements will continue to be taken for a given fixture type until the 95% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample (or until all fixtures have been measured). The mean of this sample set will be treated as the water consumption for that fixture type for all savings calculations. The preferred locations for measurements for the new retrofit types will be locations where some previous measurement was taken. The number of post-retrofit samples measured is independent from the number of pre-retrofit samples taken. These measurements are taken to determine the average water use of each fixture type, not the reduction of water use in any specific locations. All measurements will be taken using the same equipment and will be calibrated.

Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy.

D. Parameter Estimates

Of the parameters identified under the equations for water savings in Section B, several of the parameters are estimates, and will not be measured during any period of the project. Of the variables identified, the parameters that will be estimated for this particular ECM and M&V strategy include: Flushes (water closets, urinals, etc.) and minutes (faucets, etc.) per year.

The tables below contain the estimated parameters and all pieces of information needed to define each fixture. Identified in the first table is the fixture description and estimated water consumption for each type of fixture. Note: The second and fourth columns of this table include two use rate types. Gallons per flush(GPF) applies to water closets, urinal, tank tops, etc. Gallons per minute (GPM) applies to lavatory sinks, faucets combo mid flow, etc. The second table identifies the retrofit codes for each retrofit type. The third table lists each grouping of fixtures, the retrofit to be performed, the pre-retrofit and post-retrofit fixture quantities, and the estimated use rate. Note: The last column of this table includes two use rate types. Flushes per year (FPY) applies to water closets, urinal, tank tops, etc. Minutes per year (MPY) applies to lavatory sinks, faucets combo mid flow, etc. The methods used to calculate savings in Paragraph E include the measurements defined in Paragraph C and the fixture details found in the tables below.

DESCRIPTION	EXPECTED GPM/GPF	DESCRIPTION	EXPECTED GPM/GPF
4" and 8" Center Sets	2.24	0.5 GPM Aerator	0.50
Lavatory/Hand Wash Sinks	2.08	1.0 GPF Tank Top	1.00
Prison Combo Mid Flow	4.00	1.0 GPM Flow Restrictor	1.00

Tank Tops (1.6 GPF)	1.60	1.5 GPM Aerator	1.50
Tank Tops (3.5 GPF)	3.50	Urinal Valve (0.5 GPF)	0.50
Urinal Valves (1.0 GPF)	1.00	Urinal Valve (0.75 GPF)	0.75
Urinal Valves (1.5 GPF)	1.50	Urinal Valve (1.5 GPF)	1.50
Urinal Valves (3 GPF)	3.00	Prison Combo Retrofit	2.40
Vintage Water Closets (3.5 GPF)	3.50	Water Closet Retrofit (1.28 GPF)	1.28
Vintage Water Closets (4.0 GPF)	4.00	Water Closet Retrofit (2.4 GPF)	2.40
Water Closets with Flush Valves (1.6 GPF)	1.60		
Water Closets with Flush Valves (4 GPF)	4.00		

Retrofit Code	PRE-RETROFIT	POST-RETROFIT	TOTAL RETROFITS
A	4" and 8" Center Sets	0.5 GPM Aerator	187
B	4" and 8" Center Sets	1.5 GPM Aerator	10
C	Lavatory/Hand Wash Sinks	1.0 GPM Flow Restrictor	39
D	Prison Combo Mid Flow	Prison Combo Retrofit	54
E	Tank Tops (1.6 GPF)	1.0 GPF Tank Top	3
F	Tank Tops (3.5 GPF)	1.0 GPF Tank Top	14
G	Urinal Valves (1.0 GPF)	Urinal Valve (0.5 GPF)	4
H	Urinal Valves (1.5 GPF)	Urinal Valve (0.5 GPF)	12
I	Urinal Valves (1.5 GPF)	Urinal Valve (0.75 GPF)	26
J	Urinal Valves (3 GPF)	Urinal Valve (1.5 GPF)	4
K	Vintage Water Closets (3.5 GPF)	Water Closet Retrofit (1.28 GPF)	1
L	Vintage Water Closets (4.0 GPF)	Water Closet Retrofit (1.28 GPF)	147
M	Water Closets with Flush Valves (1.6 GPF)	Water Closet Retrofit (1.28 GPF)	40
N	Water Closets with Flush Valves (4 GPF)	Water Closet Retrofit (2.4 GPF)	8

The table below lists the fixture definitions for facilities that would be verified using this Option A approach. This table may include line items for fixture replacements that did not make the final scope of work for the project. Any fixtures included in the table below that are not in the official scope of work defined in Schedule A will not be included in the savings determination.

Retrofit No:	Facility	Retrofit Code	Existing Fixture Quantity	Proposed Fixture Quantity	Existing Use Rate (FPY/MPY)	Proposed Use Rate (FPY/MPY)
1	Annex 1	L	32	32	4005	4005

2	Annex 1	E	1	1	4005	4005
3	Annex 1	H	2	2	11017	11017
4	Annex 1	I	1	1	11017	11017
5	Annex 1	J	4	4	11017	11017
6	Annex 1	B	1	1	1269	1269
7	Annex 1	A	46	46	1269	1269
8	Annex 1	C	5	5	1269	1269
9	ANNEX 3	M	22	22	1722	1722
10	ANNEX 3	G	4	4	4800	4800
11	ANNEX 3	A	19	19	453	453
12	ANNEX 3	C	2	2	453	453
13	ANNEX 2	L	16	16	863	863
14	ANNEX 2	H	3	3	1105	1105
15	ANNEX 2	I	3	3	1105	1105
16	ANNEX 2	A	13	13	262	262
17	CARNEGIE BUILDING	L	3	3	2160	2160
18	CARNEGIE BUILDING	I	2	2	1620	1620
19	CARNEGIE BUILDING	A	3	3	540	540
20	COUNTY COURTHOUSE	M	15	15	16620	16620
21	COUNTY COURTHOUSE	L	76	76	16620	16620
22	COUNTY COURTHOUSE	H	1	1	6555	6555
23	COUNTY COURTHOUSE	I	1	1	6555	6555
24	COUNTY COURTHOUSE	I	18	18	6555	6555
25	COUNTY COURTHOUSE	A	57	57	7708	7708
26	COUNTY COURTHOUSE	C	26	26	7708	7708
27	COUNTY COURTHOUSE	A	4	4	7708	7708

28	CENTRAL PARKING GARAGE	L	1	1	2160	2160
29	CENTRAL PARKING GARAGE	A	1	1	270	270
30	CARE HERE HEALTH CLINIC	F	4	4	1305	1305
31	CARE HERE HEALTH CLINIC	H	2	2	2070	2070
32	CARE HERE HEALTH CLINIC	B	2	2	2640	2640
33	CARE HERE HEALTH CLINIC	C	4	4	2640	2640
34	CARE HERE HEALTH CLINIC	A	4	4	2640	2640
35	COMMUNITY CORRECTIONS BLDG	L	5	5	711	711
36	COMMUNITY CORRECTIONS BLDG	E	2	2	711	711
37	COMMUNITY CORRECTIONS BLDG	F	1	1	711	711
38	COMMUNITY CORRECTIONS BLDG	I	1	1	3308	3308
39	COMMUNITY CORRECTIONS BLDG	C	2	2	500	500
40	COMMUNITY CORRECTIONS BLDG	A	1	1	500	500
41	COMMUNITY CORRECTIONS BLDG	A	6	6	500	500
42	PROBATE WEST	M	3	3	2224	2224
43	PROBATE WEST	K	1	1	2224	2224
44	PROBATE WEST	B	1	1	426	426
45	PROBATE WEST	A	4	4	426	426
46	YOUTH DETENTION CENTER	N	8	8	2654	2654
47	YOUTH DETENTION CENTER	L	14	14	2654	2654
48	YOUTH DETENTION CENTER	D	54	54	2654	2654
49	YOUTH DETENTION CENTER	F	9	9	2654	2654
50	YOUTH DETENTION CENTER	H	4	4	4128	4128
51	YOUTH DETENTION CENTER	B	6	6	1133	1133

52	YOUTH DETENTION CENTER	A	18	18	1133	1133
53	YOUTH DETENTION CENTER	A	2	2	1133	1133
54	YOUTH DETENTION CENTER	A	9	9	1133	1133

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period water costs. Equation 7 will be used to compute the total cost savings for each Guarantee Year.

Equation 7 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n (\$_{Baseline} - \$_{Performance})_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of utility types

The marginal utility rates utilized to calculate the dollar amounts are defined in the following tables for each facility. These rates will escalate 3% each year.

ANNEX III	WATER
Water (kGal)	\$ 5.408/ kGal
CARE HERE CLINIC	WATER
Water (kGal)	\$6.0216 / kGal
CARNEGIE WATER	WATER
Water (kGal)	\$5.79 / kGal
COMMUNITY CORRECTIONS	WATER
Water (kGal)	\$7.67 / kGal
PARKING GARAGE	WATER
Water (kGal)	\$3.26 / kGal
ANNEX I	WATER
Water (kGal)	\$5.408 / kGal
ANNEX II	WATER
Water (kGal)	\$0.71 / kGal
COUNTY COURTHOUSE / JAIL	WATER
Water (kGal)	\$5.408 / kGal

YOUTH FACILITY	WATER
Water (kGal)	\$4.957 / kGal

Option C – Whole Term

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameters Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations
- F. Adjustment Schedule

A. Overview of M&V Plan, and Savings Calculation

The method of determining energy savings described in this section uses "Option C – Whole Facility (Main Meter Measurement)" as described in the International Measurement and Verification Protocol (IPMVP Volume I, EVO 10000-1:2010). The remainder of this section provides the energy savings calculations, the key parameter measurements that will be conducted, the parameters that will be estimated and those values, and how cost savings will be calculated.

Guaranteed Meters

The following meters will be used to measure actual energy consumption for both the base year and guarantee periods.

Meter Name	Account	Utility Type	Utility Company	Rate	Units
Annex I	01072-97012	Electric	Alabama Power	LPLE	kWh, kW
Annex I	200000625721	Natural Gas	Alagasco	Small Commercial & Small Industry	CCF
Annex II	77073-86004	Electric	Alabama Power	LPTS	kWh, kW
Courthouse / Jail	12293-48002	Electric	Alabama Power	LPTL	kWh, kW
Courthouse / Jail	200000625749	Natural Gas	Alagasco	Large Commercial F2	CCF

Building Summary

The following table lists the buildings that were served by guarantee meters during the base year period.

Building Name	Area (ft ²)	Comments
Annex I	132,892	
Annex II	23,400	
Old Courthouse / Jail	195,558	

B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this particular ECM.

Overview of Savings Methodology

Energy savings will be measured by comparing the Performance Period's total energy

consumption and demand to the total energy consumption and demand for the same area in the base year period by utilizing energy meter data. Base year energy and demand will be adjusted for differences in weather, facility operation and facility modifications to estimate how much energy would have been used in the guarantee period if the energy conservation measures had not been implemented. The energy saved is the difference between the adjusted base year consumption and the Performance Period consumption. The demand saved is the difference between the adjusted base year demand and the Performance Period demand. This process will be followed for each fuel type involved in the guarantee.

Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions after adjusting for all necessary changes, and the Performance Period conditions. This is shown in Equation 1 below:

Equation 1 – Energy Consumption Savings

$$E_{\text{save}} = E_{\text{Baseline}} - E_{\text{Performance}}$$

Where,

E_{save} = Energy savings

E_{Baseline} = Adjusted energy usage of facility equipment pre-implementation

$E_{\text{Performance}}$ = Energy usage of facility equipment post-implementation

The baseline is that set of parameters that describes both the energy consumed in the base year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the base year conditions. In addition, the baseline includes certain mathematical values, calculated by a model, that are used to correlate the base year energy consumption with the factors that caused that consumption and is defined by Equation 2 below:

Equation 2 – Baseline Energy Use

$$E_{\text{Baseline}} = \sum_{i=1}^n C_D \times T_i + C_H \times HDD_i + C_c \times CDD_i + CO_i + CM_i$$

Where,

n = Number of billing periods in year.

E_{Baseline} = Adjusted baseline period consumption

C_D = A constant representing units of consumption per billing period day

T_i = Number of days in billing period

C_H = A constant representing units of consumption per heating degree day

HDD_i = Heating degree days in the current billing period

C_c = A constant representing units of consumption per cooling degree day

CDD_i = Cooling degree days in the current billing period

CO_i = Offset for the current billing period

CM_i = Other adjustments for the current billing period

Customer agrees to accept modifications to this baseline that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this agreement but come to the attention of ESCO after the execution of this agreement. Typical adjustments are provided in detail in Paragraph F.

Demand savings are computed similarly to the consumption savings, as shown by Equation 3

below:

Equation 3 – Peak Demand Savings

$$D_{save} = D_{Baseline} - D_{Performance}$$

Where,

D_{save} = Demand savings

$D_{Baseline}$ = Adjusted energy demand of facility equipment pre-implementation

$D_{Performance}$ = Energy demand of facility equipment post-implementation

Adjusted base year demand is calculated as demonstrated in Equation 4 below:

Equation 4 – Baseline Peak Demand

$$D_{Baseline} = \sum_{i=1}^n D_D + D_H \times \frac{HDD_i}{T_i} + D_C \times \frac{CDD_i}{T_i} + DO_i + DM_i$$

Where,

D_D = A constant representing units of demand per billing period

D_H = A constant representing units of demand per heating degree day per day

D_C = A constant representing units of demand per cooling degree day per day

DO_i = Offset for the current billing period

DM_i = Other adjustments for the current billing period

C. Key Parameters Measurement Strategy

Measurement and documentation strategies for each project phase are outline below.

Pre-Implementation Measurements and Documentation

Customer will provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A for a minimum of twenty-four (24) months worth of historical utility data that is to represent a complete span of two years worth of energy usage. Customer will also provide ESCO with monthly utility bills and all delivery invoices for the accounts included in Paragraph A from the end of that twenty-four (24) month data set through the Savings Guarantee Commencement Date within the timelines specified in Paragraph F.

ESCO will collect daily high and low temperature data from the weather station defined in Schedule D, Common ECM Assumptions.

Post-Implementation Measurements and Documentation

No short term verification is performed using this method. All post-implementation measurements are conducting during the Performance Period.

Performance Period Measurements and Documentation

Throughout the Performance Period, Customer will provide ESCO with the monthly utility bills and all delivery invoices for the accounts included in Paragraph A within the timelines specified in Paragraph F.

ESCO will collect daily high and low temperature data from the weather station defined in Schedule D, Common ECM Assumptions.

D. Parameter Estimates

The parameters defined in the equations outlined in Paragraph B that are estimated are determined through engineering analysis of at least twelve (12) months worth of the pre-implementation measured utility data. This is done to establish the relationship between the weather, billing period length, any other independent factors, and the consumption and demand associated with a particular account. The end result of this analysis is the set of coefficients used in the equations defined in Paragraph B to fully define the baseline for each account. The values will be presented to Customer by ESCO before the Savings Guarantee Commencement Date and will be documented and agreed upon by both parties in the Meter Tuning Summary. Below are definitions of each of the estimated parameters included in Paragraph B;

- The values of CD and DD represent the base load consumption and demand of the utility usage of a particular meter and are equivalent to the weather independent energy usage and demand.
- The values of CH and DH represent the heating consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They are associated with a consumption and demand heating balance point specific to that account.
- The values of CC and DC represent the cooling consumption and demand of the utility usage of a particular meter and are equivalent to the weather dependent energy usage and demand. They are associated with a consumption and demand cooling balance point specific to that account.
- The billing period values of COi and DOi represent the portion of the energy consumption and demand that cannot be accounted for with the weather independent and weather dependent consumption.

Each of these parameters will be determined based on the relationship of the baseline period energy and demand and the independent factors. During the Performance Period they will be used to estimate the energy use and demand that would have occurred if the project had not been performed. To accomplish this, COi and DOi will be pro-rated to the Performance Period billing periods for each account.

The terms CMi and DMi are included in the equations in Paragraph B to account for changes in the Performance Period energy use and demand from the baseline Period energy use and demand on the accounts in Paragraph A for any causes unrelated to the project as defined in Paragraph F. The procedures for developing these estimates vary with the specific causes for the adjustments. The requirements for determining these values and any measurements necessary to support these estimates are defined in Paragraph F.

E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the utility rates as defined in Schedule D, Energy, Water, and O&M Rate Data (including the 3% annual escalation). The applicable utility rates will be applied to the baseline and Performance Period energy use for the accounts in Paragraph A. Equation 5 will be used to compute the total cost savings for each Guarantee Year.

Equation 5 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n \left[\sum_{k=1}^q (\$_{Baseline} - \$_{Performance})_k \right]_i$$

Where,

$\$_{save}$ = Guarantee year cost savings

$\$_{Baseline}$ = Billing period k baseline utility cost for account i

$\$_{Performance}$ = Billing period k performance period utility cost for account i

n = Total number of accounts

q = Total number of billing periods for account i

F. Adjustment Schedule

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Schedule D. A non-routine adjustment is required for any change outside of those explicitly defined in Schedule D that will impact the energy use or the verified savings under this Contract. It is Customer's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Customer's sole expense.

Customer Required Non-Routine Baseline Adjustment Responsibilities

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Customer fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

1. Addition of New Building or New Energy User

- All utility services to the building or energy user which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

2. Addition to Existing Building

- All utility services to the addition which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

3. Renovation / Modification to Existing Building or Utility Service

- All utility services for the affected portion of the building must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in

Schedule D or 20,000 ft².

4. Demolition / Abandonment of Existing Building or Utility Service

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

5. Re-commissioning of Out of Service Building

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft².

6. Change in Occupancy

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total occupant count in the base year.

7. Change in Schedule

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

8. Change in Set-points

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: An average of 0.5° from the set-points defined in Schedule D.

9. Change in Operational Calendar

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

10. Change in Plug Load

- Customer must perform, or cause to be performed, at Customer's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.

11. Customer Initiated ECMs

- Customer must develop and execute an M&V plan at Customer's expense, which has been reviewed and approved by ESCO, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 2% of the projected savings on any affected meter.

12. Missing Bills

- Customer is required to provide ESCO with utility bills for meters defined in Schedule D within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

13. Failure to Operate ECMs According to Operational and Design Intent

- Customer agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

14. Failure to Perform Project Specific Customer Responsibilities

- Customer agrees to perform the project specific Customer responsibilities as defined in Schedule E. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

15. Other Causes

- Any change that impacts the energy use on the meters defined in Schedule D that does not fit into any of the other categories may still require a non-routine baseline adjustment. Customer will notify ESCO before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

Assumed Savings Procedure Adjustment

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
 - If pursuant to the Assumed Savings Procedure, ESCO makes improvements to the Project beyond the original scope as defined in Schedule A which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

Estimated Savings Procedure Adjustment

- At ESCO'S sole discretion, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit.

Non-Measured Savings

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings

A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule C. Section B details the agreed upon savings by measure and by category.

B. Annual Non-Measured Savings

Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Savings Guarantee Commencement Date. The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. These savings will escalate 3% each year.

Utility Cost Savings Measure	Cost Savings
Annex II gas savings (Modifications/Expansion of existing Circon BAS)	\$1,017
Carnegie Building electric savings (New controls of split systems)	\$1,086
Carnegie Building gas savings (New controls of split systems)	\$585
Care Here Health electric savings (New controls of split systems)	\$272
Care Here Health gas savings (New controls of split systems)	\$438
Community Corrections electric savings (New controls of split systems)	\$891
Community Corrections gas savings (New controls of split systems)	\$165
Probate - Revenue electric savings (New controls of split systems)	\$1,842
Summit Energy rate savings	\$6,845

Any savings accrued prior to the Savings Guarantee Commencement Date will be considered Implementation Period Savings. Should a building that is subject to the Contract be damaged by fire or other loss the projected energy savings will be removed from the energy savings calculation and be added to the non-measured savings calculation.

SCHEDULE E: PAYMENT SCHEDULE

Construction progress payments shall be made to ESCO monthly based on the percentage completion of items delineated on a Schedule of Values during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the project mobilization payment.

The payments shall be taken from an escrow account set up within the project financing agreement. The payment schedule is as follows:

ESCO may submit Payment Request Forms and payments shall be made to ESCO on a monthly basis during construction. Customer shall promptly forward Payment Request Form to the escrow agent requesting payment to ESCO in an amount equal to the value of services rendered since the last interim payment as shown on the Schedule of Values provided during installation.

SCHEDULE F: PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

Customer agrees to maintain the Energy Conservation Measures in original condition with allowance for normal wear and tear. If an Energy Conservation Measure becomes non-operational, Customer agrees to repair the measure promptly. If Customer chooses not to repair the failed measure, ESCO reserves the right to adjust the amount of guaranteed savings associated with that measure in the yearly savings guarantee.

Customer must maintain all parts of the Project Site(s). If Customer has no preventative maintenance program in place, Customer must comply with the general maintenance requirements specified by equipment manufacturers and/or the Maintenance Tasking guidelines that follow.

If Customer has an existing preventative maintenance program currently in force at time of contract execution, that program must be continued throughout the guarantee term of this contract. Equipment must be maintained in proper working condition in all cases where the performance of said equipment affects or could affect the guarantee. Should Customer refuse to perform the required maintenance as per Schedule F, ESCO and Customer shall agree to one of the following means of recourse: a) ESCO will adjust the guaranteed savings associated with that equipment, or b) ESCO may terminate this guarantee contract upon thirty (30) days written notice.

GENERAL RESPONSIBILITIES

Customer agrees to: a) provide, or cause its suppliers to provide, periodic utility invoices to ESCO in a timely manner; b) execute all Customer responsibilities as scheduled in Schedule D Section II-F; c) provide to ESCO reasonable access to all Customer facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed in Schedule D Section II-C.
- All buildings served by the meters listed in Schedule D Section II-B.
- All mechanical equipment rooms in the above buildings
- All temperature control and energy management systems which control part or all of any of the above buildings
- Personnel with responsibility for operating and/or managing any of the above buildings
- Monthly utility invoices and billing history for all of the meters listed in Schedule D Section II-B.
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed in Schedule D Section II-F.
- Any data from meters or sub-meters relevant to M&V associated with this contract.

Telephone/Network Communications:

Customer will be responsible for providing communications and or network interface to all buildings for operation and PASS support.

Installation Material Storage:

ESCO will be responsible for providing off-site storage for installation materials at each work site.

MAINTENANCE TASKING FOR MECHANICAL EQUIPMENT

As part of this agreement, Customer and ESCO concur that proper maintenance is an essential part of a complete energy conservation program. Therefore; Customer agrees to maintain all new and existing mechanical equipment involved with the Performance Contract to insure maximum operating efficiencies. Standard preventative maintenance procedures should be followed to improve equipment performance and extend equipment life.

As the energy savings guarantee agreement progresses with time, Customer will be responsible to provide to ESCO annual documentation that proper maintenance of equipment has been performed. This condition will be in effect throughout the duration of this agreement. In the event, ESCO finds that the mechanical systems are not being maintained, ESCO retains the right to adjust the performance assurance report to recapture any lost energy savings from a lack of mechanical maintenance.

For the duration of this agreement, Customer will replace pneumatic control air compressors as they reach the end of their useful life to help ensure that clean, oil free air is delivered to the various pneumatic control air systems in their buildings.

MAINTENANCE TASKING FOR ENERGY MANAGEMENT SYSTEM AND AUTOMATIC TEMPERATURE CONTROL SYSTEM

Customer will perform all general maintenance of the energy management system and automatic temperature control systems to insure proper performance and energy savings at each facility of Customer, for the full term of the performance guarantee. Standard preventative maintenance procedures and repairs should be followed.

Customer will perform daily facilities monitoring and review alarm summaries.

Following project completion, Customer will be responsible to provide to ESCO evidence that proper maintenance of equipment has been performed. This documentation will be provided annually to ESCO for the duration of this agreement.

ESCO will make periodic spot checks, during the term of the contract, to ensure that the energy management system and automatic temperature control systems have been maintained and are fully functional. In the event ESCO finds that the systems have been modified or non-functional, ESCO retains the right to adjust the performance assurance report to recapture any lost energy savings from the changes, and to continue making these adjustments until the changes are corrected.

SCHEDULE G: ARRA FUNDED REQUIRED PROJECT LANGUAGE

→ § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (Montgomery County Commission) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Montgomery County Commission) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have

ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (Montgomery County Commission) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (Montgomery County Commission). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (Montgomery County Commission) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (Montgomery County Commission), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (Montgomery County Commission).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5,

and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (Montgomery County Commission) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program

does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards

provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (Montgomery County Commission) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses

set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (Montgomery County Commission) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

379306_1

Attached below are the Federal Davis Bacon Rates for Montgomery County Alabama

General Decision Number: AL100058 09/16/2011 AL58

Superseded General Decision Number: AL20080058

State: Alabama

Construction Type: Building

County: Montgomery County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date

0	03/12/2010
1	07/30/2010
2	10/29/2010
3	01/21/2011
4	05/20/2011
5	09/16/2011

* ENGI0312-007 09/01/2011

Rates Fringes

Operating Engineers:

Crane, Cherry Picker, Forklift, and Front End Loader.....	\$ 25.90	10.65
Oiler.....	\$ 22.83	10.65

Cranes with 100 ft. or more boom receive \$0.25 extra per hour,
 Cranes with 200 ft. or more boom receive \$0.50 extra per hour,
 Cranes with 350 ft. or more boom receive \$1.10 extra per hour,
 Cranes with 500 ft. or more boom receive \$1.45 extra per hour,
 Tower Cranes, Derricks, Climbing Cranes, Ringer Cranes shall
 receive \$0.35 in addition to A-rate and boom pay per hour

SFAL0669-001 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 23.45	14.25

SUAL2007-050 10/02/2007

	Rates	Fringes
BRICKLAYER.....	\$ 17.00	0.00
CARPENTER, Includes Cabinet Installation, Drywall Hanging, and Form Work.....	\$ 11.64	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.85	0.41
ELECTRICIAN.....	\$ 12.27	1.76
GLAZIER.....	\$ 12.51	0.00
IRONWORKER, REINFORCING.....	\$ 10.87	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.00	0.00
LABORER: Common/General, Including Landscaping.....	\$ 8.01	0.00
LABORER: Pipelayer.....	\$ 8.83	0.00
OPERATOR: Backhoe.....	\$ 10.85	0.00
OPERATOR: Bulldozer.....	\$ 9.50	0.00
OPERATOR: Excavator.....	\$ 16.00	0.00
OPERATOR: Grader/Blade.....	\$ 12.61	0.00
PAINTER: Brush, Roller and Spray.....	\$ 10.00	0.00
PIPEFITTER, Excluding HVAC Pipe.....	\$ 12.72	0.00
PLUMBER, Including HVAC Pipe Installation.....	\$ 13.94	0.00

ROOFER, Including Built Up, Polyurethan Foam, Shake & Shingle, Single Ply, and Metal Roofs.....	\$ 12.00	0.00
SHEET METAL WORKER.....	\$ 13.00	0.00
TILE SETTER.....	\$ 9.00	0.00
TRUCK DRIVER.....	\$ 8.42	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed
may be added after award only as provided in the labor standards contract clauses (29 CFR
5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect
collectively bargained wage and fringe benefit rates. Other designations indicate unions whose
rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage
determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be
with the Wage and Hour Regional Office for the area in which the survey was conducted because
those Regional Offices have responsibility for the Davis-Bacon survey program. If the response
from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be
followed.

With regard to any other matter not yet ripe for the formal Process described here, initial contact
should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

RESOLUTION

WHEREAS, contingent upon the approval of the Attorney of the Montgomery County Commission and subject to all applicable laws of the State of Alabama, the Commission has approved an Energy Services Contract dated as of December 19, 2011, by and between the Montgomery County Commission and Schneider Electric Buildings Americas, Inc., for the purpose of implementing comprehensive energy conservation improvements in County facilities through an Energy Performance Contract;

WHEREAS, the Montgomery County Commission desires to find the best possible financing solution to fund these energy conservation improvements;

WHEREAS, the Montgomery County Commission has been made aware of the availability and desires to utilize Qualified Energy Conservation Bonds to fund the conservation improvements;

WHEREAS, the QECB application process set forth by the State of Alabama requires that the Montgomery County Commission authorize the appropriate officer to file a Request for Allocation of QECBs.

NOW THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION:

That the County Commission authorizes Elton N. Dean, Sr., Chairman, to file a Request for Allocation for Qualified Energy Conservation Bonds to the Energy Bond Allocation Committee of the State of Alabama and hereby ratifies, confirms and approves any action heretofore taken by said Chairman with respect to the filing, prior to the date hereof, of such a Request with such Committee.

PASSED AND APPROVED by the Montgomery County Commission in a meeting held on December 19, 2011.

Signature _____
Elton N. Dean, Sr., Chairman

ATTEST: _____
Donald L. Mims, County Administrator

**Montgomery County
Youth Facility**

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: December 8, 2011
Re: Davis Treatment Program Grant

Please place the attached Davis Treatment Program Grant application on the County Commission Agenda for December 19th for acceptance and approval.

Thank you for your consideration in this matter.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2011 – 2012

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Hereinafter called Recipient)

the amount of Five hundred fifty thousand and no/100 dollars (\$550,000.00)

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that Montgomery County will aim to eliminate 40-45 annual commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses).

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Treatment Center (DTC) is a day and evening program for medium to very high risk youth. DTC provides the following services: individualized treatment plans, GED and academic remediation, case management, Parenting Skills, individual, group and family counseling, job search/placement assistance, vocational training, transportation, and aftercare. DTC contracts with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - **Males and/or Females between the ages of 12-18**
 - High risk youth adjudicated for misdemeanor and felony property offenses
 - Risk of re-arrest will be determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics will **not** be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
 - Status offenders
- Be developed by or in collaboration with the **Montgomery County Juvenile Court (MCJC)**;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants, including:
 - Demographic Information (name, SSN, Alabama case number, race, gender, home zip)
 - Most Serious Current Offense
 - Most Serious Prior Offense
 - Risk Level
 - Hearing Officer

- Probation Officer
- Date Started Program
- Date Completed Program (if applicable)
- Successful Completion (Yes or No)
- If Unsuccessful, Why
- Committed Due To Unsuccessful Completion (Yes or No)
- Re-Arrested while in program (Yes or No)
- Attended all court hearings while in program (Yes or No)
- Successfully completed probation after program completion (Yes or No)

Recipient shall input and update student data regularly in the DYS Grantee Information Management System database (GIMS).

- Produce an annual report by November 30, that includes the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.

Each such annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports as directed by DYS. Decisions about renewing grants will be made based on the court's ability to show through these reports that the funds have been effective in reducing the numbers of youth committed to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department.

Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable.

Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
J. Walter Wood, Jr.
Executive Director

BY: _____
Legal Review

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2011.

BY: _____
Montgomery County Commission

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: December 8, 2011
Re: Detention Out-of-County Bed Contracts

Please place the attached contracts on the County Commission Agenda for December 19th for approval. These contracts are for our detention out-of-county beds.

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into its custody as soon

- as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.
 8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
 11. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
 12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the ____ day of _____, 2011 by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its Commission on the 10th day of October, 2011.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kipatuck
ADMINISTRATOR/CLERK/
TREASURER

Jesse McCall
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** and **third** bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$50,000.00 for this second and third guaranteed bed. Payments of \$12,500.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the ____ day of _____, 2011 by the Chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the Chairman of its County Commission on the 11th day of October, 2011.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES
LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between Elmore County (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

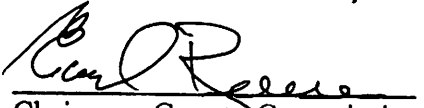
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to provide to County at least one (1) detention bed for the use of the juvenile court of County for the period October 1, 2011 through September 30, 2012, without cost to County.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Montgomery County Juvenile Detention Facility


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

J. Walter Wood, Jr.
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Lowndes County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. Lowndes County agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to Lowndes County, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility and Lowndes County covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Lowndes County is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. Lowndes County will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of Lowndes County in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Lowndes County will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, Lowndes County will be notified and shall take said juvenile back into its custody as soon

- as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; Lowndes County covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. Lowndes County agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.
 8. All juveniles housed at the Youth Facility and forwarded by Lowndes County shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Lowndes County is to contact the Youth Facility prior to presenting a juvenile for detention.
 9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 10. Lowndes County will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Lowndes County, and they shall assume responsibility for payment to the provider of said services.
 11. If any dispute arises between Lowndes County and Montgomery County, then said Lowndes County agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
 12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the 28th day of November, 2011 by the Chairman of its County Commission and its Administrator and Lowndes County has caused this instrument to be executed by the Chairman of its Board on the 28th day of November, 2011.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

LOWNDES COUNTY

Jacquelyn Thomas
ADMINISTRATOR/CLERK/
TREASURER

Charlie K. Jr.
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged and adjudicated delinquent youth of Montgomery County and

WHEREAS, Monroe County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into its custody as soon

- as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.
 8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
 11. If any dispute arises between **Monroe County** and Montgomery County, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
 12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the 25th day of October, 2011 by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the Monroe County Commissioner of its _____ on the 25th day of October, 2011.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Fred Morris
CHAIRMAN

ELTON N. DEAN, SR., CHAIRMAN
REED INGRAM, VICE CHAIRMAN
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT
101 S. LAWRENCE STREET • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, ADMINISTRATOR
SHERRILL R. THOMAS, CPA, FINANCE DIRECTOR
(334) 832-1230
TODD (334) 265-3568
FAX (334) 832-2533

Agenda

DEC 19 2011

Memo

To: Donnie Mims
From: Sherrill R. Thomas *ST*
Date: November 22, 2011
Re: Arbitrage Rebate Calculation Services-2007 Debt Series

The fifth-year anniversary of the County General Obligation Warrants, Series 2007 will occur on March 15, 2012. The warrants are subject to the arbitrage rebate requirements of the Internal Revenue Code and related Treasury Regulations, which require investment arbitrage calculations be made on the fifth-year anniversary to insure that the County is in compliance with the arbitrage rebate requirements.

Jackson Thornton & Co. Certified Public Accountants in Montgomery recently completed these services for the Montgomery County Public Building Authority, Series 2006. Jackson Thornton & Co. has submitted a proposal to perform the services for the 2007 issue for \$5,500. The County has a quote of \$8,000 from Porter, White & Company to perform the services.

I recommend that we accept the \$5,500 proposal from Jackson Thornton to perform the arbitrage rebate calculations for the Series 2007 warrants. A copy of the engagement letter explaining the services is attached. The signed original will need to be returned to Jackson Thornton if accepted.



T 334 834 7660
F 334 956 5090
.....

P.O. BOX 96
MONTGOMERY,
ALABAMA
36101-0096
.....

200 COMMERCE
STREET,
MONTGOMERY,
ALABAMA
36104-2591
.....

Alabama

Montgomery

Dothan

Prattville

Wetumpka

Tennessee

Murfreesboro

November 15, 2011

Mr. Donnie Mims
Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Dear Mr. Mims:

This letter is to explain our understanding of the arrangements regarding our engagement to perform the procedures enumerated below, which were agreed to by you solely to assist you in connection with the arbitrage rebate computations for the \$43,935,000 General Obligation Warrants, Series 2007, dated March 1, 2007 (the "Warrants"), for the period from March 15, 2007 through March 15, 2012. This agreed-upon procedures engagement will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the agreed-upon procedures is solely your responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the engagement has been requested or for any other purpose. The specific procedures to be performed are as follows:

We will obtain copies of the following information, or its equivalent, from you or your designee:

- Warrant offering index from which we will select documents to be copied.
Commonly requested documents include:
 - Information return filed upon issuance (Form 8038 or 8038-G)
 - Arbitrage certificate
 - Trust indenture
 - Credit enhancement agreement
 - Official statement
- Statements or summaries of nonpurpose investment transactions for the Funds defined in the documents
- Statements or summaries of nonpurpose investment transactions for any funds or accounts initiated after the issue of the Warrants which are associated with the Warrants, such as, sinking funds

E. LANDON CRANE
DANIEL L. LINDSEY
EDWARD W. SAULS
GEORGE C. SMITH, JR.
JAMES H. POPE
L. JERRY MITCHELL
W. TERRY MITCHELL

DENNIS G. FAIN
NED F. SHEFFIELD
LUCINDA S. BOLLINGER
PATTI G. PERDUE
TOMMY R. WEST
THOMAS R. REDSOLE, JR.
JOHN S. FENDLEY

SUZANNE T. DAVIS
HEIDI H. LEE
RICHARD H. POWELL
RENÉE B. HUBBARD
DIANE L. STERNHILBER
RITA O. BROWN
MARTIN A. LEE

GEORGE F. LYNCH
LYVONNIA S. POPPELL
ANTHONY T. GRIGSBY
C. CRENSHAW PRITCHETT, IV
RODRICK B. BALLARD
DENISE R. CULBRETH
ANNAMARIE W. JONES

J. ROBIN SHORT
CHRIS A. NEUENSCHWANDER
RUSTY J. GOLDEN
JOHNNY P. WEATHERFORD
W. MARK BAKER
JASON B. WELLS

5-2

- Schedule of principal and interest payments made from accounts other than those provided above
- Schedule of credit enhancement payments made from accounts other than those provided above

The procedures of the agreed-upon engagement will be limited to utilizing the information listed above to calculate the arbitrage yield on the Warrants, the amount of excess earnings, if any, of the nonpurpose investments at the calculated arbitrage yield, and the rebatable arbitrage, if any, due as of March 15, 2012. Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the bond issue was appropriately structured or qualified as a tax exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate. We will be under no obligation to update our report (exhibits) for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

The foregoing procedures do not constitute an examination, the objective of which would be the expression of an opinion on the computations and amounts referred to above. Also, it is not within the scope of our procedures to provide any assurance that errors, irregularities, or illegal acts will be discovered, and therefore, we can make no representation as to the sufficiency of the above procedures for that purpose.

At the conclusion of our engagement, we will render a report as of March 15, 2012, which will be addressed to the Montgomery County Commission and, because of the restricted nature of our work, will be solely for the information of the Montgomery County Commission. The report will summarize our computations.

As you know, calculation and payment of any arbitrage rebate due is the responsibility of the Montgomery County Commission. As such, management has the primary responsibility for the arbitrage rebate return which you may be required to file. You should review the report carefully upon receipt.

Mr. Donnie Mims
Administrator
Montgomery County Commission

November 15, 2011
Page 3

The two overarching principles of the independence standards of the *Government Auditing Standards* issued by the Comptroller general of the United States provide that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility and is able to make any informed judgment on the results of the services described above. Accordingly, the Montgomery County Commission agrees to the following:

1. Mrs. Sherrill Thomas will be accountable and responsible for overseeing the arbitrage rebate computations for the \$43,935,000 General Obligation Warrants, Series 2007.
2. The Montgomery County Commission will establish and monitor the performance of the arbitrage rebate computations to ensure that they meet management's objectives.
3. The Montgomery County Commission will make any decisions that involve management functions related to the arbitrage rebate computations and accepts full responsibility for such decisions.
4. The Montgomery County Commission will evaluate the adequacy of services performed and any findings that result.

At the conclusion of our engagement, we will request certain written representations from you concerning the information provided to us and upon which we relied to perform our calculation.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

Our fees are based upon the time required by the individuals assigned to the engagement. Our fees for the services described above will be \$5,500.00.

If this letter defines the arrangements, as you understand them, please sign and date the enclosed copy and return it to us.

Very truly yours,

JACKSON THORNTON & CO., P.C.


Richard H. Powell, Principal

Agreed upon this _____ day of _____, 2011.

By: _____

Title: _____

5-4

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
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FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

DEC 19 2011

December 1, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Reimbursement of Legal Fees for Hyundai Heavy Power Transformers Project

Attached is an invoice from the City of Montgomery regarding legal fees concerning the Hyundai Heavy Power Transformers Project. The total fees were \$13,358.63 and the City is requesting that the County reimburse them for 40% of the cost which is \$5,343.45.

I am requesting this invoice be approved at the December 19, 2011 County Commission meeting.

DLM/tn

Attachment

INVOICE

CITY OF MONTGOMERY
P O BOX 1111
MONTGOMERY, AL 36101-1111

(334) 241-2025

TO: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

INVOICE NO: 1147
DATE: 9/22/11

CUSTOMER NO: 1/1

TYPE: MS - FINANCE-RENE'S A/R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	CO SHARE ASSESSMENT 40% of Legal Expense for Hyundai Heavy Power Transformers Project (see attached)	5,343.45	5,343.45

TOTAL DUE: \$5,343.45

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/22/11 DUE DATE: 9/22/11
CUSTOMER NO: 1/1

NAME: MONTGOMERY COUNTY COMMISSION
TYPE: MS - FINANCE-RENE'S A/R

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF MONTGOMERY
ATTN: RENE PASLEY
PO BOX 1111
MONTGOMERY

AL 36101-1111 (334) 241-2032

INVOICE NO: 1147
TERMS: NET 0 DAYS

AMOUNT: \$5,343.45

6-2

Rushton, Stakely, Johnston & Garrett, P.A.

P.O. Box 270
184 Commerce Street
Montgomery, AL 36101-0270
(334) 206-3100
Fax # (334) 262-6277

FEDERAL ID# 63-0659075

August 29, 2011

City of Montgomery
Mayor Todd Strange
P.O. Box 1111
Montgomery, AL 36101-1111

INVOICE # : 394156

Prod: CSS

Client: 0390

RE: 0390-0070 Project NU

S T A T E M E N T

For Professional Services Rendered through August 29, 2011:

04/22/2011	CSS	Email conference with Jeff Blitz; telephone discussion with Ellen McNair	0.80 hrs
04/25/2011	CSS	Telephone discussion with Ellen McNair	0.20 hrs
04/26/2011	CSS	Telephone discussions with Ellen McNair; emails; reviewing former project agreement; drafting clawback amendment to original 2007 agreement; revisions to same	1.80 hrs
04/29/2011	CSS	Telephone discussion with Ellen McNair regarding Project NU	0.20 hrs
05/03/2011	CSS	Receipt and review of letters regarding Project NU	1.00 hrs
05/04/2011	CSS	Various telephone conferences with Ellen McNair; drafting Project Nu engine Plant Agreement and reviewing 2007 Agreement.	3.10 hrs
05/05/2011	CSS	Continue drafting of Project NU project agreement; telephone discussions with Ellen McNair; emails regarding same	2.60 hrs
05/06/2011	CSS	Telephone discussions; emailing; revising agreement	1.50 hrs
05/09/2011	CSS	Revising First Amendment to Project Agreement (2007 Engine Plant)	1.00 hrs
05/10/2011	CSS	Continue work on project agreement setup	2.00 hrs
05/11/2011	CSS	Telephone discussion with Ellen McNair; reviewing agreement; revising agreement; meeting with IDB, City, and County Administrative Officials	5.20 hrs
05/12/2011	CSS	Continue work on Project NU agreements	4.80 hrs

05/13/2011	CSS	Conference call; telephone discussion with Ellen McNair; drafting extensive email; additional telephone discussion with Ellen McNair; emails; telephone discussion with Linda Swan; reviewing revised document; drafting revised version of project agreement and first amendment	6.20 hrs
05/14/2011	CSS	Various emails, telephone conferences, revisions and review of revised 2011 Engine Plant project agreement and first amendment for Project NU	6.00 hrs
05/15/2011	CSS	Continued work on finalizing 2011 Engine Plant project agreements; reviewing provisions; emails regarding same; telephone discussions regarding same	3.20 hrs
05/16/2011	CSS	Finalizing documents; meeting with the Governor; drafting letter to Brenda Blalock	3.60 hrs
05/17/2011	CSS	Receipt, review and response to email	0.20 hrs
05/19/2011	CSS	Follow-Up regarding revisions First Amendment to Project Agreement; emails with Ellen McNair; drafting letter to Brenda Blalock	0.40 hrs
05/20/2011	CSS	Various telephone conversations and emails with Ellen McNair; telephone discussion with Brenda Blalock	0.40 hrs
05/23/2011	CSS	Drafting Amendment 713 Notice; emailing the same; telephone discussion with Ellen McNair	1.20 hrs
05/25/2011	CSS	Continue work on revisions to notice and publication; emails regarding dates of meeting; revising notice; telephone discussions with Ellen McNair	1.00 hrs
06/01/2011	CSS	Email message from Bill McCrary	0.10 hrs
06/06/2011	CSS	Follow-up email from Chris Williams; telephone discussion with Ellen McNair	0.30 hrs
06/07/2011	CSS	Receipt of emails; telephone discussion with Ellen McNair	0.40 hrs
06/09/2011	CSS	Worked on Montgomery County resolutions and Montgomery County issues; telephone discussion with Ellen McNair; responding to emails	2.00 hrs
06/10/2011	CSS	Email to Chris Genereaux; telephone discussion with Ellen McNair; drafting and revising project notice; coordinating publication of notice	1.20 hrs
06/15/2011	CSS	Working on draft of City resolution approving project agreement	1.50 hrs
06/16/2011	CSS	Continue work regarding resolution; emails with Kim Fehl and Brenda Blalock	0.50 hrs
06/17/2011	CSS	Email to Brenda Blalock	0.10 hrs
06/20/2011	CSS	Various emails regarding project agreement; telephone discussion with Brenda Blalock	0.50 hrs
06/21/2011	CSS	Transmittal of project agreement; follow-up on matters and emails from Ellen McNair	0.30 hrs
06/22/2011	CSS	Follow-up on emails regarding minutes.	0.20 hrs
06/23/2011	CSS	Receipt and review of email from Ellen McNair	0.10 hrs
06/29/2011	CSS	Telephone discussion with Tracy Thompson; telephone discussion with Ellen McNair follow up on resolution.	0.40 hrs

06/30/2011	CSS	Follow up with Ellen McNair re: document deliveries.	0.20 hrs
07/11/2011	CSS	Email message to Ellen McNair;	0.10 hrs
08/09/2011	CSS	Transmittal of final documents to parties.	0.50 hrs

Chris Simmons

54.80 hrs @ \$235.00 /hr \$12,878.00

Total Fees	\$12,878.00
------------	-------------

For Disbursements Incurred:

Long distance calls	\$1.69
Copies	\$107.00
Delivery	\$2.04
Postage	\$10.37
Legal advertisement	\$359.53

Total Disbursements Incurred	\$480.63
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For Professional Services	54.80	\$12,878.00
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For Disbursements Incurred		\$480.63
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<u>Total This Invoice</u>		<u>\$13,358.63</u>
---------------------------	--	--------------------

Total Due	<u><u>\$13,358.63</u></u>
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INVOICE #: 394156

IRS #: 63-0659075



Leaders at the Core of Better Communities

Agenda

DEC 19 2011

International City/County Management Association
PO Box 79403, Baltimore, MD 21279-0403
Phone: (202) 962-3680 Fax: (202) 962-3565

Membership Renewal Invoice

This is your first renewal notice. Support ICMA's sustainability efforts--renew early.

Renew online at icma.org/membershiprenewal. It's quick and easy!

Membership renewal for dues year beginning January 1, 2012

Scott Kramer
Risk Manager
County of Montgomery
PO Box 1667
Montgomery, AL 36102-1667

Work: (334) 832-1259
Fax: (334) 832-2533
Email: scottkramer@mc-ala.org

Federal ID: 362167755
Member #: 511240
Invoice #: 511240
Category: AFF 1
Functional Title: G015

If the above information is inaccurate, note changes or complete online update form at icma.org/memberupdates.

Membership may not be transferred from one person to another. Individuals wishing to join the organization must complete a new member application (available online at icma.org/join).

Fee/Formula Calculations

For entry-level to mid-management local government professionals (below department head level)--flat dues rate for first three years of affiliate membership: \$150 year one; \$175 year two; \$200 year three; followed by dues at 0.005 x salary.

1. Annual salary	\$ _____
2. Deferred compensation	\$ _____
3. Total gross annual salary (Line 1 + Line 2)	\$ _____
4. Annual membership dues	\$175 OR Line 1 x 0.005: \$ <u>175⁰⁰</u>
5. Voluntary contribution to the ICMA Fund*	\$ _____
6. Total payment (Line 4 + Line 5)	\$ <u>175⁰⁰</u>

If you are no longer employed by a local government your annual dues are \$200 per year.

* Remember to make a contribution to the ICMA Fund for Professional Management. Since 1985, the Fund has educated citizens about the role and value of professional local government management. Consider a \$100 contribution to ensure its resources are available in the future.

Payment Section

Enclosed is a check for \$ _____ for
renewal of my ICMA membership.

Credit Card Number

Exp Date

Please charge \$ _____ to my
____ VISA ____ MasterCard ____ AMEX
for renewal of my ICMA membership.

Name of Card Holder

Signature

Date Signed

__ I am unable to pay in full at this time. I would like to pay in ____ (2, 3, or 4) installments by 12/31/2012.

Renew online with a credit card at icma.org/membershiprenewal or submit payment in the enclosed envelope or to the PO address above. If you have already renewed for the period January 1, 2012 - December 31, 2012, please disregard this notice.

See the reverse side for further instructions and details.

1/1/2012 - 12/31/2012

ID#: 511240

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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ADMINISTRATOR
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(334) 832-1210
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Agenda

DEC 19 2011

December 19, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

**** NC-2012-1:** Rescind Appropriation to Montgomery Job Corps Center, for Youth Reading Incentives and Materials during Their Literacy Festival - \$500; (Williams)

NOTE: This Appropriation is Being Changed from a No Contract to a Contract.

C-2012-23: Montgomery Job Corps Center, for Youth Reading Incentives and Materials which are Services that Comply with Title I-C of the Workforce Investment Act of 1998 - \$500; (Williams)

NC-2012-42: Pike Road Volunteer Fire Protection Authority, for General Operations - \$5,000; (Ingram)

NC-2012-43: Snowdown Volunteer Fire Department, for General Operations - \$5,000; (Ingram)

NC-2012-44: South Montgomery County Volunteer Fire Department, for General Operations - \$5,000; (Ingram)

NC-2012-45: Rolling Hills-Lakes Volunteer Fire Department, for General Operations - \$5,000; (Ingram)

NC-2012-46: City of Montgomery, to be used by BONDS to Support the Halcyon South Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (\$250-Ingram and \$250-Wilson)

**** Rescind**

DLM/tll



REESE MCKINNEY, JR.
JUDGE OF PROBATE
MONTGOMERY COUNTY

Agenda

DEC 19 2011

November 29, 2011

Montgomery County Commission
100 S. Lawrence Street
Montgomery, Alabama 36104

RE: Position Fill Requests;
Request for Consideration;
Tag Supervisor and Customer Service Clerk Positions.

Dear Commissioners:

Please allow this communication to serve as the Probate Court's formal request for approval of our position fill requests for one Customer Service Clerk position and one Tag Supervisor position in the Probate Office. We have received resignations for these positions and need to work in earnest to replace the positions as soon as possible. Both positions are funded in our current fiscal year budget.

The loss of these positions will place significant stress upon our current staff and may impact the quality of service that we currently provide to the public. Therefore, we ask that you consider and approve our position fill requests for the positions of Customer Service Clerk and Tag Supervisor.

Thank you in advance for your consideration of this request.

Sincerely,

Wells Robinson
Chief Clerk
Montgomery County Probate Court

MONTGOMERY COUNTY
COMMISSION
2011 DEC -1 PM 3:02

9-1

POSITION FILL REQUEST

COMPLETE ACTION DATES

1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Reese McKinney, Jr.

SUPERVISOR: Wells Robinson

1. POSITION TITLE: Tag and Licenses Supervisor

POSITION NUMBER: 750052010

PROPOSED EFFECTIVE DATE: 1/1/12

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☒ Promotional Transfer ☐ Transfer

☐ Open Competitive Register ☐ Reemployment

PAY GRADE: A07


APPOINTING AUTHORITY

11/29/11
Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION

Promotional ☐ Candidates

Open-Competitive ☐ Candidates

Transfer ☐ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. _____ Manpower data entered by _____

Date

_____ Payroll entered by _____

Date

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Reese McKinney, Jr.

SUPERVISOR: Wells Robinson

COMPLETE ACTION DATES

1. ☐ dept request
2. ☐ admin review
3. ☐ pers dept
4. ☐ cert to admin
5. ☐ dept selection
6. ☐ final review

1. POSITION TITLE: CSC
POSITION NUMBER: 750016034
PROPOSED EFFECTIVE DATE: 1/1/12
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:

☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment

PAY GRADE: A03


APPOINTING AUTHORITY

11/29/11
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional ☐ Candidates
Open-Competitive ☐ Candidates
Transfer ☐ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. ☐ Manpower data entered by _____

Date

☐ Payroll entered by _____

Date

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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www.mc-ala.org

Agenda

DEC 19 2011

December 8, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. *JAM*
Deputy County Commission

RE: Authorization to Establish a Plumber III Classification
And Related Position Fill Request

During the November 21, 2011 informal session there was a discussion regarding the various problems in the Detention Facility with pipes bursting and areas being flooded. With additional buildings being acquired by the County, it was felt a plumber position was needed to address the maintenance needs of the County buildings.

The Maintenance department has not added a new position to their staff in ten years. Per recommendation of Pat Litchfield, Plant Manager, I feel the Plumber III position will provide for greater flexibility in handling maintenance problems.

This item was discussed under waived rules during the December 5, 2011 Commission meeting working session. At that time, I was advised to place this item on the agenda for the December 19, 2011 Commission meeting. Your approval to establish a Plumber III classification and submit a position fill request is appreciated.

JAM/rw

Attachment

inter-office
MEMORANDUM

To: John Mitchell, SR./ Deputy Administrator

From: Pat Litchfield 

Subject: Plumber III / New Position

Date: 11/30/11

Mr. Mitchell, it is my understanding that during the informal session on November 21, 2011, the County Commissioners discussed with you a new position fill request for plumber. After research I found that the County maintenance department has never had a plumber position, only maintenance mechanic position.

City-County personnel department has five different plumber positions on their web site. I have read all five job descriptions and it is in my opinion that the Plumber III job description best qualifies to meet the needs of our County facilities. The position starts at pay grade S10 giving a greater opportunity to acquire a plumber with substantial experience. I have taken in consideration specifically our older detention facility and newer Mac Simm Butler Detention facility, Phelps Price Judicial Center, Annex I and III when reviewing the Plumber III position.

I would like to say how much I appreciate your communication to the Commissioners and also to them for understanding the need for this new position.

ORIGINAL

NEW POSITION/REALLOCATION REQUEST

DEPARTMENT: SUPPORT SERVICES

DEPARTMENT HEAD: PAT LITCHFIELD

PRESENT POSITION: NEW

PROPOSED POSITION: PLUMBER III

PRESENT PAY GRADE:

PROPOSED PAY GRADE: S10-Annual \$31,462, Bi-Wkly \$1210.06, Hourly \$15.1258

IMMEDIATE SUPERVISOR: RICHARD HATAWAY, ASSIT., PLANT MAINTENANCE ENGINEER

BRIEF DESCRIPTION OF

PROPOSED DUTIES: Trouble shoots and repairs plumbing and/or fixtures in County facilities to include analyzing and locating source of problem, making adjustments, replacing worn parts, replacing pipes, pumps on water systems and unclogging drainage systems using plumbing tools, sewer rods, high pressure water jet system, and tools following Maintenance Department procedures and National Plumbing Code in order to maintain proper operation of all plumbing in Montgomery County buildings and facilities in the most cost effective manner. Physical abilities to include digging, walking, climbing, lifting objects over 50 pounds assisted and unassisted, squatting, bending and crawling as needed to perform installations, repairs and maintenance of plumbing systems in County buildings and facilities.

PROPOSED MINIMUM QUALIFICATIONS: Requires ability to use simple tools and equipment where proficiency is gained in hours and days. Must pass a drug test and background check. Have a valid Alabama driver's license with an acceptable driving record.

Pat Litchfield Date 11/30/11
Appointing Authority/Department Head

Funding Authority Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

DEPARTMENT: SUPPORT SERVICES

DEPARTMENT HEAD: PAT LITCHFIELD

SUPERVISOR: RICHARD HATAWAY, ASST., PLANT MAINTENANCE ENGINEER

1. POSITION TITLE PLUMBER III

POSITION NUMBER NEW

PROPOSED EFFECTIVE DATE DECEMBER 26, 2011

TYPE OF APPOINTMENT ☒ (X) PERMANENT ☐ () TEMPORARY
RECRUITING

☐ () PROMOTIONAL REGISTER

☐ () TRANSFER

☒ (X) OPEN COMPETITIVE REGISTER

☐ () RE-EMPLOYMENT

PAY GRADE \$10 ANNUAL \$31,462.00 Bi-WKLY \$1210.06 HOURLY \$15.1258 Step 1

Pay step to be based upon City and County of Montgomery Personnel Board
Rules and Regulations Rule VI, Section 10(a)-Promotions.

Pat Litchfield
Department Head

DATE 11/30/11

2. ADMINISTRATIVE REVIEW

☐ () APPROVED

☐ () DISAPPROVED

Funding Authority

DATE _____

3. CERTIFICATION

Promotional

Candidates

Open-Competitive

Candidates

Transfer

Candidates

Personnel Director

DATE _____

4. SELECTEE: _____

Appointing Authority

DATE _____

5. ☐ () Manpower data entered by _____ Date _____

☐ () Payroll entered by _____ Date _____

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 19 2011

Request # 4

Date: December 13, 2011
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville, AL
Departure Date: January 25, 2012 Return Date: January 27, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA 2012 Winter Conference

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$644.27 Advance Registration Required: \$225.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - \$174.27; Registration - \$225.00; Hotel - \$170.00; Meals- 75.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$644.27 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$5,960.74</u>	
Budget Available:	<u>\$16,539.26</u>	
Current Requests:	<u>\$644.27</u>	
Budget Balance:	<u>\$15,894.99</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/15/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 19 2011

Request # 5

Date: December 16, 2011
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: February 9, 2012 Return Date: February 10, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the County Financial Administration Workshop

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$556.11 Advance Registration Required: \$170.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration Fee - 170.00; Mileage - 124.11; Hotel - 112.00 + tax; Food - 150.00

To: Donald L. Mims, Administrator

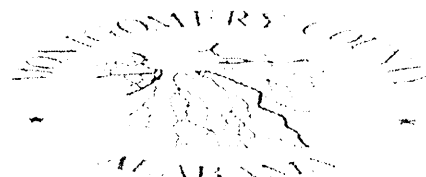
From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$556.11 and advance registration of \$170.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$5,960.74</u>	
Budget Available:	<u>\$16,539.26</u>	
Current Requests:	<u>\$1,200.38</u>	
Budget Balance:	<u>\$15,338.88</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/16/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 19 2011

Request # 5

Date: December 5, 2011
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: February 7, 2012 Return Date: February 8, 2012
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Management & Leadership for First-Time Supervisors Seminar

Traveler (s) Name: 1. James Dill 4. Martinez Tolbert
2. Sally Foster 5. Willie Rodgers
3. Carlos Parks 6. Jeffery Sanderson

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$986.70 Advance Registration Required: \$986.70

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 12-19-11 reimbursement of actual and necessary expenses in the
approximate amount of \$986.70 and advance registration of \$986.70 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$5,454.00</u>	
Budget Available:	<u>\$9,546.00</u>	
Current Requests:	<u>\$986.70</u>	
Budget Balance:	<u>\$8,559.30</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/5/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 19 2011

Request # 4

Date: December 13, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

SK

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: March 22, 2012 Return Date: March 22, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the Alabama Workers' Compensation Seminar

Traveler (s) Name: 1. Judy Singley 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$277.12 Advance Registration Required: \$90.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Meals -75.00; Registration - 90.00; Mileage - 102.12; Parking - 10.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$277.12 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$1,215.34</u>	
Budget Available:	<u>\$13,784.66</u>	
Current Requests:	<u>\$277.12</u>	
Budget Balance:	<u>\$13,507.54</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/14/2011

cc: Finance Director / Buyer

11-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 19 2011

Request # 5

Date: December 13, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

JKM

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: November 1, 2012 Return Date: November 1, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the Alabama Workers' Compensation Seminar

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$277.12 Advance Registration Required: \$90.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Meals -75.00; Registration - 90.00; Mileage - 102.12; Parking - 10.00

All of this expense will come from the 2013 budget.

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$277.12 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	_____	
Approved Requests:	_____	
Budget Available:	<u>\$0.00</u>	Not Applicable to current year budget
Current Requests:	_____	
Budget Balance:	<u>\$0.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/14/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 19 2011

Request # 1

Date: December 13, 2011
To: Donald L. Mims, Administrator
From: James Williams, Parks and Rec. Supt.
Re: Travel / Training Request

[Handwritten signature]

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: January 22, 2012 Return Date: January 25, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2012 Alabama Recreation and Parks Association State Conference

Traveler (s) Name: 1. James Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$775.95 Advance Registration Required: \$195.00

Department Name: Parks and Recreation Fund Name: General

Additional Comments: Registration - 195.00; Hotel - 355.95; Meals - 225.00

To: James Williams, Parks and Rec. Supt.

From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$775.95 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>008-57200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$1,500.00</u>	
Approved Requests:	<u>\$167.99</u>	
Budget Available:	<u>\$1,332.01</u>	
Current Requests:	<u>\$775.95</u>	
Budget Balance:	<u>\$556.06</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/14/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

DEC 19 2011

Date: December 14, 2011
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: January 3, 2012 Return Date: January 4, 2012
Conference Leave (Days / Hours): 1 Day(s)
Purpose of Travel: CAMA Software Demonstration at Mobile County Appraisal Office

Traveler (s) Name: 1. Clay Henley 4. _____
2. Todd Grant 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$737.40 Advance Registration Required: None

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total Est Cost includes travel, lodging and meals.

To: Janet Buskey, Revenue Comm
From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$737.40 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,500.00</u>	
Approved Requests:	<u>\$2,253.00</u>	
Budget Available:	<u>\$15,247.00</u>	
Current Requests:	<u>\$737.40</u>	
Budget Balance:	<u>\$14,509.60</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/15/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 19 2011

Request # 2

Date: December 14, 2011
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: July 10, 2012 Return Date: July 13, 2012
Conference Leave (Days / Hours): 4 days
Purpose of Travel: AL Association of Public Personnel Adm Annual Study Conference

Traveler (s) Name: 1. Barbara Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$820.00 Advance Registration Required: \$250.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$820.00 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$150.00</u>
Budget Available:	<u>\$14,850.00</u>
Current Requests:	<u>\$820.00</u>
Budget Balance:	<u>\$14,030.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/14/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

DEC 19 2011

Date: December 13, 2011
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 5381 Trussville Clay Road, Trussville, AL 35173
Departure Date: January 12, 2012 Return Date: January 12, 2012
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend Sovereign Citizen Seminar

Traveler (s) Name: 1. Tracy Pezold 4. Edgar Wilson
2. J.R. Hornsby 5. _____
3. Charlie Martin 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 12/19/11 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,400.00</u>
Approved Requests:	<u>\$464.67</u>
Budget Available:	<u>\$11,935.33</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$11,935.33</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/14/2011
cc: Finance Director / Buyer

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