

CONTRACT OF AGREEMENT

This Agreement made this the _____ Day of _____, 2013, by and between the Energy Efficient Schools Council, an agency of the State of Tennessee (Hereinafter referred to as the Council) and _____ (Hereinafter referred to as the District) for the purpose of establishing the conditions of a grant from the Council to the District for the purpose of funding a project to improve the District's ability to efficiently reduce and manage energy costs in their facilities. For and in consideration of this grant, the Parties agree as follows:

- A. The amount of the grant shall not exceed _____ () Dollars.
- B. All funds expended under the auspices of this grant shall be directly related to the establishment and implementation of an ongoing energy management program by the District, and shall as a minimum include the following elements:
 1. Completion of ASHRAE (American Society of Heating, Refrigeration and Air-conditioning Engineers) Level 1 Audits for at least ten percent of the District's total facility square footage, complete with an official audit report submitted to the district and the Council.
 2. Adoption of an Energy Management Action Plan which identifies and prioritizes specific tasks to implement an energy management program, and designates the persons or entities responsible for those tasks.
 3. Adoption of a District Energy Management Policy Statement which must include the following:
 - a) A statement that maintenance of the learning environment shall always take precedence over energy conservation measures.
 - b) A statement that the District shall amend its policy and action plan as required, to strive for continuing compliance with the most recent adoption of ASHRAE Standard 90.1 (the minimum standards for energy efficiency).
 - c) A statement that the District shall amend its policy and action plan as required, to strive for continuing compliance with the most recent version of ASHRAE Standard 62.1 (the minimum standard for indoor air quality).
 - d) A statement that the District shall amend its policy and action plan as required, to strive for continuing compliance with the most recent version of ASHRAE Standard 55 (the minimum standard for human comfort).
 4. Completion and maintenance of baseline facility and energy usage data in Energy Star Portfolio Manager for at least fifty per cent of the District facilities with access to that data shared with the Council staff.
- C. The Parties agree that the District may accomplish the four minimum requirements using contractors, qualified public agencies such as the Tennessee Valley Authority, or District employees provided that any district employees conducting audits must meet ASHRAE Level I qualifications for conducting such an audit. ASHRAE qualifications accepted include certifications from either Building Assessment Energy Professions (BAEP), or Association of Energy Engineers (AEE).
- D. The Council will reimburse the District for audit expenses when a qualified audit report is delivered to the Council. Reimbursement will be made for the total amount of the charge for the audit(s) if done by a private contractor or public agency. If a qualified audit(s) has been done for the District previous to this agreement, the Council will reimburse the District for

the value of said audit(s) at a rate of seven cents per square foot for all audited square footage.

- E. The Council will reimburse the District for the cost of establishing base line data in Energy Star Portfolio Manager for 50% of District Facilities at such time as the District shares access to the Portfolio Manager Account with the council staff, and data entry is verified. The District may have the Portfolio Manager data entry done by a contractor or by District personnel. Reimbursement for this requirement will be made upon submittal by the District of a paid invoice if the data entry is done by a contractor. If the data entry is done by District personnel, the Council will reimburse the District on a basis of \$250.00 per meter for each facility entered.
- F. Any grant funds remaining after reimbursement for the audits and data entry requirements may be utilized as follows:
 - a) For completing ASHRAE Level I audits for District Facilities beyond the minimum requirement.
 - b) For facility data entry into Energy Star Portfolio Manager beyond the minimum requirement.
 - c) For Energy Management Monitoring and Controls Systems subject to Technical Advisory Committee Approval.
 - d) For retro-commissioning or ongoing commissioning of existing facility systems.
 - e) For application in establishing a position for a District energy manager subject to the Technical Advisory Committee approval of the job description, and verification that the person employed is not utilized for any tasks other than energy management.
- G. The parties agree that the scope of work identified in the project application and approved by the Council shall not be amended without prior approval of the Council staff, and may be referred to the Technical Advisory Committee for review and approval should the Council staff require. Any unauthorized change in project scope may result in denial of reimbursement.
- H. The Council will not retroactively fund any work done under this grant except to allow credit for any ASHRAE Level I Audits for which audit reports were submitted prior to the award of this grant, or when prior approval to proceed was granted by the Executive Director Reimbursements for all work approved under Item F. Sections (a.)(b.) and (c.) above, shall be made upon application for reimbursement accompanied by paid invoices or payroll records as the case may be.
- I. The District shall provide quarterly reports to the Council staff detailing progress on the tasks funded under this grant for a period of one year from the date this contract is executed. When work tasks include items under section F. (c.), the District shall include in its report data showing energy savings realized as a result of such installations. When work tasks include items under section F. (d.) or (e.), the District shall provide or cause to be provided quarterly reports on work accomplished including estimates of energy savings, if any, resultant from the efforts. Lack of submission of quarterly reports may result in denial of reimbursements.

- J. The District shall be responsible for compliance with all applicable State of Tennessee and local laws and regulations regarding procurement of services, contracting, record keeping, and reporting. Copies of all project records shall be retained by the District for audit purposes and shall be made available to the Council upon request. Where the District contracts for services funded under this agreement, a copy of all such contracts shall be forwarded to the Council prior to requesting reimbursement. In contracting for services the district shall make every effort to assure that minority contractors are given every opportunity to bid or make proposals for such work, and shall keep records of such efforts in the project files.

- K. The Council will make available the services of members of the Technical Advisory Committee to the District as required in the accomplishment of this program. Such technical assistance shall be provided at no cost to the District. Requests for technical assistance must be made through the Council’s Executive Director.

- L. The Council, its staff, and members of the Technical Advisory Committee shall be provided controlled access to District facilities benefiting from the project upon reasonable notice for the purposes of inspecting and documenting project implementation.

Authorized School District Representative Signature

Date

Energy Efficient Schools Initiative, Executive Director signature

Date

Energy Efficient Schools Council Fund Status Update for
June 6, 2013

Original Deposit into Energy Efficient Council Fund		\$90,000,000
Incentive Grants Completed	minus	\$16,688,986
Subtotal Minus Grants		\$73,311,014
Loans Committed	minus	\$69,762,571
Subtotal Minus Loans		\$3,548,443
Fund Interest thru May 31, 2013	plus	\$2,023,858
Subtotal with Interest		\$5,572,301
Administrative Expenses	minus	\$1,481,503
Subtotal Less Admin Expenses		\$4,090,898
Loan Repayments thru March 5, 2013	plus	\$6,834,346
Completed Loan Project Balances Returned	plus	\$760,454
Subtotal		\$11,685,698
2012/2013 Energy Management Grants Allotted	minus	\$4,109,428
Uncommitted Fund Balance		\$7,576,270

Schedule of Receivables				
Project	Description	Ending Balances	Monthly Payment	Projected Payment
BFEE010001	FD38 ANDERSON CO EESI 010-001	412,000.53	4,079.00	
BFEE010002	FD38 ANDERSON CO EESI 010-002	323,521.44	2,941.00	
BFEE040001	FD38 BLEDSOE CO EESI 040-001	357,152.00	5,952.00	
BFEE061001	FD38 CLEVELAND EESI 061-001	151,904.00	5,625.00	
BFEE070001	FD38 CAMPBELL CO EESI 070-001	1,236,821.00	11,559.00	
BFEE110001	FD38 CHEATHAM CO EESI 110-001	4,593,268.00	36,529.00	
BFEE151001	FD38 NEWPORT CITY EESI 151-001	841,672.60	8,333.00	
BFEE151002	FD38 NEWPORT CITY EESI 151-002	360,004.00	3,333.00	
BFEE160001	FD38 COFFEE CO EESI 160-001	462,497.00	4,167.00	
BFEE170001	FD38 CROCKETT CO EESI 170-001	1,916,705.00	16,667.00	
BFEE172001	FD38 BELLS EESI 172-001	94,030.94	887.00	
BFEE180001	FD38 CUMBERLANDCO EESI 180-001	357,152.00	5,952.00	
BFEE180002	FD38 CUMBERLANDCO EESI 180-002	2,588,927.00	24,408.00	
BFEE180003	FD38 CUMBERLANDCO EESI 180-003	387,988.00	4,042.00	
BFEE220001	FD38 DICKSON CO EESI 220-001	916,670.00	8,333.00	
BFEE220002	FD38 DICKSON CO EESI 220-002	963,102.28	8,303.00	
BFEE231001	FD38 DYERSBURG EESI 231-001	487,499.00	4,167.00	
BFEE250001	FD38 FENTRESS CO EESI 250-001	75,529.56	1,280.00	
BFEE250002	FD38 FENTRESS CO EESI 250-002	108,754.35	1,326.00	
BFEE260001	FD38 FRANKLIN CO EESI 260-001	303,584.00	5,952.00	
BFEE260002	FD38 FRANKLIN CO EESI 260-002	181,187.00	6,948.00	
BFEE273001	FD38 TRENTON SSD EESI 273-001	363,104.00	5,952.00	
BFEE274001	FD38 BRADFORD SSD EESI 274-001	213,494.24	1,906.00	
BFEE280001	FD38 GILES CO EESI 280-001	109,268.00	2,101.00	
BFEE310001	FD38 GRUNDY CO EESI 310-001	1,478,225.00	13,198.00	
BFEE350001	FD38 HARDEMAN CO EESI 350-001	127,611.40	-	5,952.00
BFEE370001	FD38 HAWKINS CO EESI 370-001	564,018.00	881.00	
BFEE370002	FD38 HAWKINS CO EESI 370-002	664,968.00	6,394.00	
BFEE371001	FD38 ROGERSVILLE EESI 371-001	275,919.00	3,583.00	
BFEE380001	FD38 HAYWOOD CO EESI 380-001	1,966,666.00	16,667.00	
BFEE391001	FD38 LEXINGTON EESI 391-001	311,228.00	2,936.00	
BFEE410001	FD38 HICKMAN CO EESI 410-001	-	-	16,667.00
BFEE450001	FD38 JEFFERSON CO EESI 450-001	2,278,883.37	20,164.00	
BFEE460001	FD38 JOHNSON CO EESI 460-001	232,109.00	4,002.00	
BFEE470001	FD38 KNOX CO EESI 470-001	4,640,386.00	36,371.00	
BFEE560001	FD38 MACON CO EESI 560-001	2,015,719.00	16,149.00	
BFEE590001	FD38 MARSHALL CO EESI 590-001	2,643,999.00	21,662.00	
BFEE720001	FD38 RHEA CO EESI 720-001	256,863.00	-	3,742.00
BFEE730001	FD38 ROANE CO EESI 730-001	517,560.43	4,977.00	
BFEE730002	FD38 ROANE CO EESI 730-002	379,478.00	3,216.00	
BFEE740001	FD38 ROBERTSON CO EESI 740-001	318,011.20	3,029.00	
BFEE750001	FD38 RUTHERFORD EESI 750-001	345,248.00	5,952.00	
BFEE750002	FD38 RUTHERFORD EESI 750-002	648,854.00	19,931.00	
BFEE751001	FD38 MURFREESBORO 751-001	841,673.00	8,333.00	
BFEE751002	FD38 MURFREESBORO EESI 751-002	931,037.72	8,096.00	
BFEE761001	FD38 ONEIDA SSD EESI 761-001	847,436.00	8,308.00	
BFEE780001	FD38 SEVIER CO EESI 780-001	891,671.00	8,333.00	
BFEE820001	FD38 SULLIVAN CO EESI 820-001	3,672,773.00	-	36,319.00
BFEE821001	FD38 BRISTOL EESI 821-001	4,735,937.00	36,593.00	
BFEE822001	FD38 KINGSPORT EESI 822-001	4,810,186.00	36,646.00	
BFEE920001	FD38 WEAKLEY CO EESI 920-001	1,601,427.64	15,108.00	
BFEE951001	FD38 LEBANON SSD EESI 951-001	2,902,655.60	19,096.00	
		58,706,379.30	500,367.00	62,680.00