
Proposed Reorganization Fiscal Year 2020



DECEMBER 9¹⁰, 2019

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County Manager



Table of Contents

Table of Contents.....	2
Introduction	3
Purpose:	3
Authority:	3
Background:.....	3
Assistant County Manager for Community and Administrative Services	4
Human Resources	5
Animal Services	6
Parks.....	7
Land Conservation & Management.....	8
Marketing and Events Coordinator	9
Division of Codes Enforcement	10
Office of Climate Change, Resiliency and Sustainability	11
Conclusion	13
APPENDIX	14

Introduction

Purpose:

The purpose of modifying the organizational structure of Alachua County is to promote efficiency and effectiveness of operations for the benefit Alachua County's citizens and our staff.

Authority:

Pursuant to the Section 21.51 of the Alachua County Code of Ordinances, the County Manager may, by administrative order, "establish, reorganize or abolish departments and offices in the Article III executive branch." The County Manager is required to provide the administrative order to the Board at least 30 days prior to the order's effective date at a regularly scheduled meeting to allow for board members to state any objections to the administrative order. By majority vote the Board may overrule this administrative order.

Background:

Examining the effectiveness, efficiency and accountability of County government operations is a continuous process. Changing needs, goals, technology and policy, among other factors, can and do necessitate changes in process and structure. In addition, changes in leadership often bring new insight. Alachua County's administration and department leadership is relatively new. While the majority of personnel in leadership roles have been with Alachua County less than five years, those individuals have brought decades of knowledge and experience upon which to build. An effective organization seeks to build upon the strengths of its leadership.

Assistant County Manager for Community and Administrative Services

Action: Change Title/Duties to Assistant County Manager for Community and Administrative Services and Chief of Staff

Effective Date: Immediately

Currently, the Assistant County Manager for Community and Administrative Services is responsible for 13 smaller departments and offices: Accreditation, Agenda Coordination, Animal Services, Commission Services, County Manager's Office, Economic Development, Equal Opportunity, Human Resources, Information and Telecommunications Services, Organizational Development and Training, Parks and Conservation Lands, UF/IFAS Extension, and Visitors and Convention Bureau. As planned, this position would no longer be responsible for Animal Services, Human Resources, Conservation Lands¹, and Economic Development. This position will, however, assume additional duties as Chief of Staff.

As Chief of Staff, this position will also be responsible for ensuring the execution of goals and objectives as identified by the County Commission and County Manager. Examples include assisting with meeting preparation and follow up, ensuring needed information is easily accessible; coordinating project management activities with other departments and agencies; and ensuring timely completion of special and countywide projects. These new responsibilities are a key to executing of the County Manager's office work plan.

¹ Conservation Lands will be separated from Parks as will be outlined further in this report. Parks will remain with the Assistant County Manager for Community and Administrative Services and Chief of Staff.

Human Resources

Action: Change Human Resources to a County Manager Direct Report

Effective Date: Immediately

Currently, Human Resources reports to the Assistant County Manager for Community and Administrative Services, who reports to the County Manager. This is inefficient because the County Manager is the “administrating official” under the County’s Code and is responsible for the final approval over many employment decisions.² Upon the effective date, Human Resources will become a direct report to the County Manager. This structure is not uncommon. A survey conducted in 2017 by the Florida Association of Counties found that of the 45 reporting counties 35 stated that Human Resources was a direct report to the their county’s chief executive officer. This will result in a total of 6 manager direct reports: the deputy county manager, three assistant county managers, the communications director and the human resources director.

² The County Attorney is also an administrating official with full authority over the staff of the County Attorney’s Office.

Animal Services

Action: Move Animal Services from a direct report of the Assistant County Manager for Community and Administrative Services to a direct report of the Assistant County Manager for Public Safety and Community Services

Effective Date: During Fiscal Year 2020

Animal Services, which has both the shelter and enforcement functions, is a direct report to the Assistant County Manager for Community and Administrative Services. It was removed as a division of Public Works in Fiscal Year 2016. Animal Services will now be a direct report of the Assistant County Manager for Public Safety and Community Services. This change is appropriate for multiple reasons. With the addition of Chief of Staff duties to the Assistant Manager for Community and Administrative Services some departments currently reporting to that position need to be moved to another assistant manager. Additionally, the enforcement function of Animal Services is a matter of public safety, and the shelter function a community service. Finally, the current Assistant Manager for Public Safety and Community Service has more than two decades experience in the oversight of codes compliance activities, more than a decade of which he had direct responsibility for the day to day operations of codes compliance.

This change will not take place immediately. There are several open issues with the department operations that management has been actively working to resolve. Those matters should be concluded prior to transition to ensure the future success for the department, its staff and the assistant county manager assuming the responsibility for oversight. Management is confident these issues can be resolved within the fiscal year.

Parks

Action: Separate Parks from Parks and Conservation Lands, create the Parks and Open Space division, and have Parks and Open Space report directly to the Assistant County Manager for Community and Administrative Services and Chief of Staff
Effective Date: Immediately

In Fiscal Year 2015, the parks management function was removed from Public Works and became a direct report to the Assistant County Manager for Community and Administrative Services. In Fiscal Year 2017, this function was joined with the conservation land function, which had previously been a under the Environmental Protection Department, to create the Department of Parks and Conservation Lands. This newly created department was a direct report to the Assistant County Manager for Community and Administrative Services. The proposed modification is to reverse the latter direction. Parks will separate from Parks and Conservation Lands and will return to a direct report of the Assistant County Manager for Community and Administrative Services and Chief of Staff as the Division of Parks and Open Space. The Assistant County Manager for Community Administrative Services has nearly two decades of parks management experience and is the most appropriate to oversee this function. The position of Parks and Open Space Superintendent is currently vacant and will be reclassified into the Parks and Open Space Manager.

Land Conservation & Management

Action: Separate Conservation Lands from Parks and Conservation Lands, create Land Conservation and Management, and place Land Conservation and Management as a direct report to the Environmental Protection Department

Effective Date: Immediately

For many years the County's land conservation function was a division within the Environmental Protection Department. In Fiscal Year 2017, this function was joined with Parks, which had previously been a division of Public Works, and removed from under the direction of the Environmental Protection Department. A separate Department of Parks and Conservation Lands was created. The proposed modification is to reverse this previous direction. The Division of Land Conservation and Management, which will include the land conservation function, Wild Spaces Public Places and the County's tree program, will return to the Environmental Protection Department. The Environmental Protection Department is a direct report to the Deputy County Manager. There will be no change to the current director's position as a result of this modification in reporting structure. Any change to this position would only be reviewed pursuant to attrition.

Marketing and Events Coordinator

Action: Move the Marketing and Events Coordinator from a direct report of the Parks and Conservation Lands Director to a direct report of the Tourism Manager.

Effective Date: Immediately

The Marketing and Events Coordinator is a position that is funded through the County's Tourist and Development Tax to oversee facilities that are funded in whole or part from the same funding source. This position is responsible for the utilization and oversight of the newly acquired Alachua County Agricultural and Equestrian Center and, until no longer in County operation, the old fairgrounds. This position has reported to the Parks and Conservation Lands Director since its creation in 2017. This action will place the position in Tourism. As a direct report to the Tourism Manager, this position will remain within the reporting structure and oversight of the Assistant County Manager for Community and Administrative Services and Chief of Staff, but this Assistant Manager will no longer be responsible for the day to day supervisory function. The position is currently vacant and will be filled in the new reporting structure.

Division of Codes Enforcement

Proposal: Create a Division of Codes Enforcement under which enforcement FTEs from Growth Management and Solid Waste will consolidate and be a direct report to the Assistant County Manager for Public Safety and Community Services.

Effective Date: Throughout Fiscal Year 2020

Currently, the enforcement of the County's Codes is decentralized. The primary areas responsible for enforcement of County Codes is Growth Management, Solid Waste, Environmental Protection and Animal Services. They are managed separately and operate independently of each other. This action will consolidate the enforcement positions within Growth Management and Solid Waste to a single Division of Codes Enforcement. Codes to primarily be enforced through this new division will be those related to growth management, residential and commercial solid waste, and improper watering. While watering violations, which currently are enforced through an environmental specialist position within the Environmental Protection Department, will move to this division, the environmental position itself will remain with the Environmental Protection Department. All positions within this division will be cross trained to respond to all codes enforced by the division. Any area that requires a specialized level of expertise will remain either with the department, as is the case with some environmental codes, or assigned to one or more specific individuals within the Code Division with that expertise. Territories will be reviewed and realigned as necessary to more effectively allocate resources. Direct oversight of this new division will be by the Growth Management Code Enforcement Manager who will be reclassified to the Codes Enforcement Division Manager, a direct report to the Assistant County Manager for Public Safety and Community Services.

This organizational modification serves several important purposes. Firstly, it will provide more effective and efficient coverage of the County. Secondly, it will ensure a consistent enforcement philosophy. Thirdly, enforcement of the County's codes is a function of public safety and the current Assistant County Manager for Public Safety and Community Service has more than two decades experience in the oversight of codes compliance activities, more than a decade of which he had direct responsibility for the day to day operations of codes compliance.

This change will not take place immediately. To work effectively, these individuals should be co-located. Additionally, management will be providing the Board with a full review of the residential and commercial solid waste codes with recommendations for revision, which could impact the work of this newly created division. These matters can be resolved throughout the fiscal year.

Office of Climate Change, Resiliency and Sustainability

Proposal: Create an Office of Climate Change, Resiliency and Sustainability to act as a working group containing the positions of Economic Development Coordinator, the Strategic Initiatives Manager, the Sustainability Manager and the proposed Equity and Outreach Coordinator.

Effective Date: Throughout Fiscal Year 2020

Sustainability and resiliency are integral concepts that complement, as opposed to supplant, one another. Resiliency is an ability to adapt or recover from adversity that could have been prevented or mitigated through sustainable practices. Ensuring a resilient Alachua County is not merely a function of our environmental sustainability. A resilient Alachua County must also encompass the physical, social and economic sustainability of our community. It is the need to tackle concerns such as climate change, lack of affordable housing, aging infrastructure and the long term stability of County services and operations, while not losing site of the importance of addressing historic inequity and securing economic prosperity for all. The issue of climate change itself is one that the Commission has emphasized as critical, reinforcing the importance of the County's obligation to meet the demands of a changing climate.

The creation of the Office of Climate Change, Resiliency and Sustainability will establish a collaborative of County staff whose collective mission is to achieve a resilient and sustainable Alachua County, to include a focus on policies that have an emphasis on people, place and planet. This collaborative will be tasked with the development of Climate Change, Resilience and Sustainability Strategies and Performance Measures across all departments that enhance quality of life, generate diverse economic growth, positively impact climate change and create equitable access to resources and services for Alachua County citizens. They will work internally with County departments and externally with municipalities, government agencies, the education sector, business groups, nonprofit organizations, and other stakeholders to effectively facilitate countywide resilience and sustainability.

The Economic Development Coordinator and Strategic Initiatives Manager are not new positions. These position will be amended to establish their inclusion in the working group and the goals of this group. The Sustainability Manager is a Fiscal Year 2019 position that is pending approval of the position's duties and responsibilities per earlier Board direction.³ The Equity and Outreach

³ While the Sustainability Manager has been an approved position of the Board, its job description was pending the completion of the County's Request for Proposal Process for energy management. This process is complete and the scope of work confirmed, pending approval of the contract. As a

Coordinator is a Fiscal Year 2020 position that, while funding has been approved in the Fiscal Year 2020 budget, is pending final approval of the job description by the Board.

Although these positions will be part of a working collaborative, they will retain their individual job functions as well. As this is intended a working group, not a department or division, there will be no single manager over the four positions that are included in this group. Rather, they will all be individually supervised, and their collective efforts managed, by the Deputy County Manager. This change will not take place immediately. The position of Sustainability Manager and Equity and Outreach Coordinator must be filled. This will occur during the course of the fiscal year.

dedicated in-house energy specialist position is a part of the scope of services, it has been removed from the Sustainability Manager's duties and responsibilities.

Conclusion

This reorganization has been developed following two years of observation of Alachua County's operations, listening to the Board's policies, goals and objectives, and learning the strengths of County leadership. It is management's belief that these modifications to the County's existing organizational structure will provide a more effective and efficient operation, and provide greater emphasis to certain goals and policies of the Board. Management acknowledges that change is difficult, but openness to change is a sign of a healthy organization. While there will always be outliers, management believes that today's Alachua County is receptive to change.

APPENDIX

- Administrative Order
- Job Description: Assistant County Manager for Community & Administrative Services – Chief of Staff
- Job Description: Economic Development Coordinator
- Job Description: Strategic Initiatives Manager
- Job Description: Sustainability Manager
- Job Description: Equity and Outreach Coordinator
- Florida Association of Counties Human Resources Director Reporting Survey
- Cenergistics Contract
- Organizational Charts

Administrative Order

Administrative Order No.:

Title: Reorganization of County Departments and Offices

Ordered: 12/10/2019

Effective: 1/15/2020

AUTHORITY:

Section 21.51 of the Alachua County Code of Ordinances

SUPERSEDES:

None.

PURPOSE:

The purpose of modifying the organizational structure of Alachua County is to promote efficiency and effectiveness of operations for the benefit Alachua County's citizens and our staff.

BACKGROUND:

Examining the effectiveness, efficiency and accountability of County government operations is a continuous process. Changing needs, goals, technology and policy, among other factors, can and do necessitate changes in process and structure. In addition, changes in leadership often bring new insight. Alachua County's administration and department leadership is relatively new. While the majority of personnel in leadership roles have been with Alachua County less than five years, those individuals have brought decades of knowledge and experience upon which to build. An effective organization seeks to build upon the strengths of its leadership.

ORGANIZATIONAL CHANGES:

Effective January 15, 2020, the following changes in the County's organizational structure shall occur, or shall be in the process of occurring, during the remainder of the fiscal year as noted.

- Assistant County Manager for Community and Administrative Services shall be retitled to Assistant County Manager for Community and Administrative Services and Chief of Staff, with corresponding duties to be effective immediately.
- Human Resources shall become a direct report to the County Manager effective immediately.
- Animal Services shall move as a direct report of the Assistant County Manager for Community and Administrative Services to a direct report of the Assistant County Manager for Public Safety and Community Services, occurring during the remainder of Fiscal Year 2020.

- Parks shall be separated from Parks and Conservation Lands, the Parks and Open Space division shall be created, and Parks and Open Space will report directly to the Assistant County Manager for Community and Administrative Services and Chief of Staff, which changes shall be effective immediately.
- Conservation Lands shall be separated from Parks and Conservation Lands, the division of Land Conservation and Management shall be created and become a direct report to the Environmental Protection Department effective immediately.
- The Marketing and Events Coordinator shall move from a direct report of the Parks and Conservations Land Manager to a direct report of the Tourism Manager effective immediately.
- A Division of Codes Enforcement shall be created under which enforcement FTEs from Growth Management and Solid Waste will consolidate and be a direct report to the Assistant County Manager for Public Safety and Community Services, which changes shall occur during the remainder of Fiscal Year 2020.
- The Office of Climate Change, Resiliency and Sustainability shall be created to act as a working group containing the positions of Economic Development Coordinator, the Strategic Initiatives Manager, the Sustainability Manager and the proposed Equity and Outreach Coordinator to occur during the remainder of Fiscal Year 2020.

Attached is an organizational chart reflecting the changes graphically.

**Assistant County Manager for
Community & Administrative Services – Chief of Staff**

Bargaining Unit: Executive Service

ALACHUA COUNTY

Established Date: Oct 1, 2015

Revision Date: January 10, 2019

SALARY RANGE

\$43.71 - \$72.10 Hourly
\$3,496.80 - \$5,768.00 Biweekly
\$90,916.80 - \$149,968.00 Annually

CLASS CONCEPT:

This is a highly professional and senior level management position specific to directing the Community and Administrative Services work group and serving as the Chief of Staff to the County Manager.

An employee assigned to this classification is responsible for ensuring the execution of goals and objectives as identified by the County Commission and County Manager; leading the day-to-day operations of Alachua County government as Chief of Staff; establishing an excellent working relationship with Alachua County municipalities; serving as an ombudsman; directing assigned departments and offices; evaluating and coordinating existing programs and recommending revisions and/or new services. This position is a key component of the work plan execution of the County Manager's office.

Work is performed under the broad direction of the County Manager and is reviewed through conferences, reports and observations of results obtained.

This is an emergency essential classification. Upon declaration of a disaster and/or emergency, this employee shall serve as the Municipal Liaison in the Emergency Operations Center.

EXAMPLES OF DUTIES:

Exudes a positive customer service focus.

Advocates building organizational culture through aligning decisions with core values including: integrity, honesty, respect, diversity, innovation, accountability and communication.

Provides support to the County Manager, assisting with meeting preparation and follow up, ensuring needed information is easily accessible.

May deliver directives and expectations to the Assistant County Managers regarding project completion and timelines, while receiving feedback on needed resources or time extensions to bring such project to fruition.

Performs and coordinates project management activities with other departments and agencies as needed; manages and ensures timely completion of special and countywide projects and organization initiatives of the County Manager.

Provides oversight, guidance, advice and assistance to departments, divisions and offices in preparation of Commission and County Manager assigned projects and reports. Serves as the primary liaison between the County Manager and County staff for day-to-day operations.

Leads the diverse Community and Administrative Services work group offering guidance, training and support in an accountable, approachable and professional manner. Determines work procedures and schedules; issues instructions and assigns duties; reviews work; recommends personnel actions; and conducts performance reviews.

Ensures all staff issues are addressed efficiently and judiciously, keeping track of progress until resolved.

Builds strong working relationships with County departments; community and business organizations, outside agencies and boards and other local and state partners.

Establishes and maintains effective and positive relationships with the community. Functions as a citizens' ombudsman for issue(s) resolution. Monitors and researches all citizen and Commission inquiries and issues in collaboration with appropriate departments, offices and sources, to ensure timely and accurate completion.

Serves as a point of contact with all municipalities within the County and insures appropriate channels of communication are maintained.

Prepares or assists in the preparation of the annual budget; tracks and monitors the Community and Administrative Services work group budgets throughout the year for adherence to budgetary controls and proper implementation of financial policies, rules, and regulations.

Reviews and updates Commission policies and Administrative procedures to ensure they are relevant and up-to-date.

Strengthens the County's image and recognition with the public and staff through professionalism and organization.

Performs administrative duties assigned or delegated by the County Manager.

NOTE: These examples are intended only as illustrations of the various kinds of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the principles and practices of local government administration and organization.

Considerable knowledge of all laws, rules and regulations governing the various departments within the County.

Ability to supervise and organize the work of staff, develop and motivate staff, enforce disciplinary procedures and effectively appraise employee performance.

Ability to facilitate teams and work groups in the resolution of issues and realization of goals and objectives.

Ability to exercise leadership in a team-based management environment.

Ability to research and collect data to make sound recommendations for program policies and procedures.

Ability to encourage and foster customer service focus, employee development and empowerment, commitment to environmental preservation and sustainable development, integrity, professionalism and responsibility at all organizational levels.

Ability to communicate effectively, both orally and in writing, including public speaking and preparing written reports and memoranda.

Ability to establish and maintain effective working relationships with co-workers, elected officials, community interest groups and the general public.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to talk or hear. The employee is occasionally required to be mobile.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

MINIMUM QUALIFICATIONS:

Master's degree with major course work in public administration, business administration, or related field and five years of progressively responsible governmental administrative experience; or any

equivalent combination of related training and experience. Successful completion of a criminal history background investigation is required prior to employment. A valid Florida Driver License is required and a Motor Vehicle Record that meets the requirements of Alachua County policy # 6-7; Motor Vehicle Records will be reviewed prior to employment. If in the past 24-month period, the record shows more than 3 moving traffic violations, and/or a conviction/pending charge for driving under the influence, the minimum qualifications are not met for the position.

DRAFT



Economic Development Coordinator

Class Code:
980

Bargaining Unit: Executive Service

ALACHUA COUNTY
Revision Date: Jul 2, 2019

SALARY RANGE

\$30.45 - \$47.36 Hourly
\$2,436.06 - \$3,788.78 Biweekly
\$5,278.14 - \$8,209.03 Monthly
\$63,337.66 - \$98,508.38 Annually

CLASS CONCEPT:

This is highly responsible administrative and managerial work managing the County's business and industrial development projects.

This is an emergency essential classification. Upon declaration of a disaster and/or emergency, all employees in this classification are required to work.

An employee assigned to this classification performs a variety of routine and complex administrative, technical and professional work in the preparation and implementation of economic development plans, programs and services.

Work is performed under the general supervision of the County Manager and is reviewed through conferences, reports and observations of results obtained.

EXAMPLES OF DUTIES:

ESSENTIAL JOB FUNCTIONS

Exudes a positive customer service focus.

Advocates building organizational culture through aligning decisions with core values including: integrity, honesty, respect, diversity, innovation, accountability and communication.

Develops short and long range economic development plans; gathers, interprets and prepares data for studies, reports and recommendations; coordinates activities with other departments and agencies as needed.

Provides technical and professional advice; makes presentations to supervisors, boards, commissions, civic groups and the general public; provides information on economic development issues, programs, services and plans.

Develops and maintains a comprehensive inventory of available buildings and sites in the County for economic development purposes.

Prepares and maintains information on utilities, taxes, zoning, transportation, community services, financing tools, etc.; responds to requests for information for economic development purposes; prepares data sheets and other information; responds to County citizens inquiring about County economic development activities and opportunities.

Serves as a liaison between the County government and the area Chamber of Commerce, various merchant's associations, economic development districts, redevelopment agencies and other public and private or non-profit groups and associations interested in economic development.

Coordinates the processing and issuance of industrial revenue bonds or other local economic development financing tools.

Prepares a variety of studies, reports and related information for decision-making purposes.

Conducts technical research studies and prepares statistical reports and recommendations for drafting or revising local legislation and plans, projecting trends, monitoring socio-economic data, etc.

Monitors local, state and Federal legislation and regulations relating to economic development, and reports findings, trends and recommendations to the County Manager.

Provides staff support to the Planning Commission, Redevelopment Agency Board, and other agencies as needed and assigned; prepares planning reports and supporting data, including recommendations.

Prepares graphics, charts, tables, promotional materials, etc. for economic development activities.

Drives a County vehicle and/or personal vehicle regularly to perform duties as required.

Serves, when assigned, as a member of an economic development task force composed of private, local, county or state groups.

Prepares, writes and administers grant applications related to economic development.

Coordinates and manages professional service contracts, as assigned.

Performs the duties listed, as well as those assigned, with professionalism and a sense of urgency.

NOTE: These examples are intended only as illustrations of the various kinds of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of laws, ordinances, regulations and statutes governing business

and industrial development functions.

Thorough knowledge of principles, practices, methods, procedures and theories of business and industrial development/redevelopment and public and private finance.

Knowledge of municipal and state business practices including marketing, etc.

Knowledge of basic governmental accounting terminology and procedures.

Knowledge of principles and programs of Alachua County government.

Knowledge of governmental budget procedures.

Skill in the operation of the following equipment: personal computer, including word processing; motor vehicle; calculator; telephone; copy machine; and fax machine.

Ability to translate technical data and information into an easily understood format for presentation.

Ability to analyze financial and accounting records and to prepare clear and concise reports.

Ability to develop programs that effectively resolve operational problems.

Ability to develop long-term plans and programs and to evaluate work accomplishments.

Ability to communicate effectively verbally and in writing with industrialists, architects, contractors, developers, owners, supervisors, employees and the general public.

Ability to work effectively with elected officials, department directors, representatives of other agencies, other County employees, members of the area business community and the general public.

Ability to exercise sound judgement in analyzing facts and trends.

Ability to make effective presentations in a group or individual setting.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl; talk or hear.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

MINIMUM QUALIFICATIONS:

Bachelor's degree with major course work in public administration, business administration or related field and four years of experience in redevelopment, business and industrial development, business and industrial finance, or related field; or an equivalent combination of related training, education and experience. Drives a County vehicle and/or personal vehicle regularly to perform duties as required. A valid Florida Driver License is required and a Motor Vehicle Record that meets the requirements of Alachua County policy # 6-7; Motor Vehicle Records will be reviewed prior to employment. If in the past 24-month period, the record shows more than 3 moving traffic violations, and/or a conviction/pending charge for driving under the influence, the minimum qualifications are not met for the position.

Applicants within six months of meeting the minimum education/experience requirement may be considered for trainee status.



Strategic Initiatives Manager

Class Code:
985

Bargaining Unit: Executive Service

ALACHUA COUNTY

Established Date: Oct 1, 2015

Revision Date: Jun 20, 2019

SALARY RANGE

\$30.45 - \$47.36 Hourly
\$2,436.06 - \$3,788.78 Biweekly
\$63,337.66 - \$98,508.38 Annually

CLASS CONCEPT:

This is highly responsible administrative work providing direct support to the County Manager on a wide variety of non-routine and routine issues.

An employee assigned to this classification is responsible for managing a number of complex assignments with minimal supervision and guidance with primary focus in Sustainability, Energy Initiatives, Capital Projects and Special Projects. Assignments are generally broad in scope and require a significant amount of coordination, development and follow-up. The employee may be assigned to special or pilot projects in departments or functional groups and may be temporarily located in departments outside of the County Manager's Office.

Work is performed under the general direction of a higher level supervisor. Performance evaluation will consist of conferences, reports and observation. This position may work under changing titles selected by the County Manager, and is reviewed through conferences, reports and observation of results obtained.

EXAMPLES OF DUTIES:

ESSENTIAL JOB FUNCTIONS

Upon declaration of a disaster and/or emergency, employees in this classification may be required to report to work.

Exudes a positive customer service focus.

Advocates building organizational culture through aligning decisions with core values including: integrity, honesty, respect, diversity, innovation, accountability and communication.

Serves as the Sustainability Council Functional Workshop Chair for the County Manager.

Provides financial policy and metrics oversight of capital projects with energy implications via the Utility Savings Reinvestment Program and other conservation and efficiency related capital projects.

Coordinates County-Wide sustainability initiatives, energy initiatives and related program development; serves as staff liaison to citizen advisory committees on matters of sustainability; works collaboratively with staff on economic, environmental and social initiatives and may provide or request support as needed on these initiatives from affiliated staff.

May supervise and coordinate the activities of subordinate employees including determining work procedures and preparing work schedules; issuing written and oral instructions; assigning duties and reviewing work for exactness, neatness and conformance with departmental and County policies and procedures.

Responsible for County Commission Agenda and Meeting Coordination for the Agenda Office and Board Meetings, attends Board Meetings and provides direct support to the County Manager at Regular Board Meetings.

Assists in the coordination and supervision of the employees in the Agenda, Commission Services and Executive Services sections in the County Manager's Office.

Researches and pursues grants, contracts, private donations and partnerships.

Manages budget and accounting funds associated with sustainability projects and programs.

Prepares and reviews reports and records of program activity to ensure progress is being accomplished toward sustainability goals and objectives.

Prepares requests for proposals and develops the corresponding scope of services for special projects as assigned.

Provides guidance to departments in order to gather the necessary information to accomplish identified project goals in a timely and accurate manner.

Advises department directors, county attorney, county manager, and/or the county commission as appropriate and necessary.

Serves as an organizational liaison to various groups, by providing advisement and assistance to aid organizations in the resolution of issues that may arise, as applicable to the essential job functions of this position.

Conducts analysis of county-wide policy and procedures to identify departmental impacts resulting from revisions and ensures that established or proposed policies/procedures provide operating guidelines without impeding efficiency or effectiveness of departmental operations.

Prepares correspondence, memoranda, reports, administrative directives, policy drafts and other documents on behalf of the county manager and county commission.

May work with appropriate functional groups on projects and issues as assigned by the county manager.

May represent the Assistant County Manager or County Manager at meetings or in discussions with County Commissioners when needed.

Performs the duties listed, as well as those assigned, with professionalism and a sense of urgency.

NOTE: These examples are intended only as illustrations of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this position.

KNOWLEDGE, SKILLS AND ABILITIES

Extensive knowledge of the principles and practices of public affairs, public administration and local government administration.

Skill in effectively communicating with individuals both within and external to county government.

Ability to conduct research, collect data and make sound recommendations on diverse policy issues.

Ability to clearly and concisely express ideas through comprehensive reports and presentations.

Ability to communicate effectively, both orally and in writing.

Ability to establish and maintain good working relationships with the public, peers and other government officials.

Ability to effectively serve in a liaison capacity with both government and non-government organizations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee is frequently required reach and to be mobile.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

MINIMUM QUALIFICATIONS:

Bachelor's degree in architecture, public administration, business administration, political science or a related field and five years of progressively responsible administrative experience in government; or any equivalent combination of related training and experience. Successful completion of a criminal history background investigation is required prior to employment. A valid Florida Driver License is required and a Motor Vehicle Record that meets the requirements of Alachua County policy # 6-7; Motor Vehicle Records will be reviewed prior to employment. If in the past 24-month period, the record shows more than 3 moving traffic violations, and/or a conviction/pending charge for driving under the influence, the minimum qualifications are not met for the position.

SUPPLEMENTAL INFORMATION:

Sustainability Manager

Bargaining Unit: Executive Service

ALACHUA COUNTY

Established Date: xxx

SALARY RANGE

\$xx - \$xx Hourly
\$xxx - \$xxx Biweekly
\$xxx - \$xxx Annually

CLASS CONCEPT:

Lead the implementation of Alachua County's sustainability commitments and develop policy recommendations for consideration and adoption by the Board of County Commissioners. This will involve implementing a long-term strategic approach and managing various aspects of community and enterprise sustainability initiatives. The incumbent will work closely with the community and County leadership to achieve the following:

Design and implement sustainability programs, initiatives and process changes.

Demonstrate and ensure the County's successful approach to sustainability efforts through measurable performance measures and trend indicators.

Ensure the balanced programmatic focus relative to the Social, Economic and Environmental aspects of sustainability.

Act as the County's liaison with other entities and organizations regarding Sustainability and Environmental matters that will impact the County's initiatives and programs.

Work is performed under the broad direction of the Deputy County Manager and is reviewed through conferences, reports and observations of results obtained.

This position is part of the Office of Climate Change, Resiliency and Sustainability, a collaborative working group whose collective mission is to achieve a resilient and sustainable Alachua County, to include a focus on policies that have an emphasis on people, place and planet.

This is an emergency essential classification. Upon declaration of a disaster and/or emergency, all employees in this classification are required to work.

EXAMPLES OF DUTIES:

Exudes a positive customer service focus.

Advocates building organizational culture through aligning decisions with core values including: integrity, honesty, respect, diversity, innovation, accountability and communication.

Ensures enterprise sustainability operations are conducted effectively and efficiently; and positions the County to lead by example in an effort to cultivate a sustainable community.

Leads, collaborates with, and supports cross-functional teams to develop possible strategies and programs to optimize the County's application of sustainability principles to its operations.

Cultivates a collaborative atmosphere and sense of ownership of sustainability priorities among County employees; ensures a common understanding of the definition of sustainability, County commitments and employees' roles in meeting those commitments; develops and implements training programs and communication materials.

Facilitates communication of successful sustainability initiatives across the organization.

Works the County leadership and teams across departments to support sustainability initiatives through process improvement, purchases and policies recommendations. This includes advising County leadership to ensure sustainable strategies are a lens through which all decisions are evaluated.

Supports strategic conversations with the Board of County Commissions and Administration to ensure clear direction and maintain County leadership.

Ensures implementation of enterprise sustainability programs including green building strategies, facilitating the cross-departmental energy conservation, green government certifications, metrics tracking, and program evaluation.

Engages residents, businesses and non-profits as partners in building a sustainable community through outreach, education, and collaborative projects.

Implements strategic initiatives with an aim of achieving long-term sustainable economic development and place-making.

Develops strategic plans for reaching the community with sustainability messages.

Pursues, oversees, and implements grant opportunities to enhance County resources and accomplish sustainability goals.

Convenes community conversations to maintain an understanding of community sentiment and priorities and develop partnerships to achieve mutual sustainability goals.

Works with partners to strengthen the sustainability of existing programs and identify new innovative initiatives; maintains connections necessary to ensure an understanding of the strengths of local community sustainability and develop programs and policies that would enhance those niches.

Ensures implementation of community sustainability programs including energy efficiency, solar, and green building education and programs, Property assessed Clean Energy Financing, sustainable economic development, and resiliency planning.

NOTE: These examples are intended only as illustrations of the various kinds of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

Ability to analyze data, generate reports, explain relevant issues, concerns and trends.

Experience with volunteer training, recruitment, and retention and program design and implementation.

Ability to communicate effectively verbally and in writing.

Collaboration and coordination skills.

Ability to lead, motivate, influence and facilitate teams of diverse individuals and collaborate toward a common purpose.

Project management skills necessary to manage, plan, organize and coordinate large scale project implementation with a team approach.

Ability to manage grants through the required planning, organization, monitoring, and reporting.

Ability to cultivate critical relationships both internally and externally.

Demonstrated competency in budget preparation and administration and management practices/principles.

Ability to analyze/interpret technical information, apply that information to programmatic needs and communicate that information to various audiences.

Communicate effectively verbally and in writing.

Establish and maintain effective working relationships with others.

Demonstrate a commitment and willingness to develop staff with integrity and an unyielding commitment to excellence and performance.

Results-oriented, proven performer with the ability to apply contemporary technical and business solutions to attain desired results.

Ability to work independently and as a member of a multi-disciplinary teams, exercise sound judgement, and handle sensitive public relations issues and information with tact and diplomacy.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to talk or hear. The employee is occasionally required to be mobile.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

MINIMUM QUALIFICATIONS:

Bachelor's degree from an accredited college or university with major course work in sustainability, environmental science, energy, urban planning, architecture, public administration or a field related to sustainability.

Five years of progressively responsible experience in sustainability policy, energy or resource conservation, and/or environmental policy development.

Specified field of expertise includes environmental, social and financial experience related to sustainability in general and specific knowledge of at least two of the following: energy and water efficiency strategies and technologies, building performance evaluation techniques, home energy and water retrofit strategies, renewable energy technologies, green building.

Supervisory experience and previous work experience managing volunteers preferred. Advanced professional certification highly desirable, such as Certified Energy Manager, BPI Certified Professional, LEED GA, LEED AP or other similar accreditation.

Demonstrated understanding of and connections to the network of sustainability experts and local non-profit partners preferred.

A valid Florida Driver License is required and a Motor Vehicle Record that meets the requirements of Alachua County policy # 6-7; Motor Vehicle Records will be reviewed prior to employment. If in the past 24-month period, the record shows more than 3 moving traffic violations, and/or a conviction/pending charge for driving under the influence, the minimum qualifications are not met for the position.

PERFORMANCE MEASURES

Achieve a community-wide recycling rate of 75% by 2030.

Achieve zero waste community goals by 2030.

Achieve a 10% reduction in energy consumption by 2025 through conservation and efficiency measures.

Achieve 100% renewable energy for County operations through solar PV panels by 2030.

Ensure that all County facilities are constructed or renovated to LEED standards or equivalent.

Maintain involvement in Alachua County's land development process to ensure Alachua County is achieving energy and water efficient design and land use in the built environment.

Create development strategies for inclusion in the Alachua County Uniform Land Development Code that result in energy and water efficient land use patterns, reducing travel and carbon emissions.

Equity and Community Outreach Coordinator

Bargaining Unit: Executive Service

ALACHUA COUNTY

Established Date: xxx

SALARY RANGE

\$xx - \$xx Hourly
\$xxx - \$xxx Biweekly
\$xxx - \$xxx Annually

CLASS CONCEPT:

Build an infrastructure to ensure policy decisions are evaluated through an equity lens to create fair access to opportunity.

Collaborate with County departments, employees, community members and other stakeholders to make meaningful movement towards a more equitable Alachua County.

Provide leadership and vision to ensure the development and management of innovative and effective strategies to achieve equity for Alachua County residents.

Collaborate with County leadership and community stakeholders to establish equity as a shared value across the organization and community to further advance the County's commitment to diversity, equity and inclusion.

Work is performed under the broad direction of the Deputy County Manager and is reviewed through conferences, reports and observations of results obtained.

This position is part of the Office of Climate Change, Resiliency and Sustainability, a collaborative working group whose collective mission is to achieve a resilient and sustainable Alachua County, to include a focus on policies that have an emphasis on people, place and planet.

This is an emergency essential classification. Upon declaration of a disaster and/or emergency, all employees in this classification are required to work.

EXAMPLES OF DUTIES:

Exudes a positive customer service focus.

Advocates building organizational culture through aligning decisions with core values including: integrity, honesty, respect, diversity, innovation, accountability and communication.

Build awareness and involvement through transformational community engagement.

Identify disparities and systemic causes that may exist within the County's departments and community.

Oversee, design, coordinate and implement programs, policies and practices aimed at addressing any disparities existing in the delivery of County services.

Develop and create awareness and understanding of the use of an equity lens to develop and implement programs and practices.

Develop methods to determine how disparate impacts will be documented and evaluated; collect, evaluate and analyze indicators and progress benchmarks related to addressing disparities.

Lead the County's truth and reconciliation process.

Help build relationships between Alachua County and local elected officials, community business leaders, community organizations and citizens.

Serve as point of contact for community for questions and concerns involving Alachua County.

Attend community events to spotlight the County's programs and services.

Oversee the County's Citizen's Academy and Youth Commission. Review and vet applications from citizens and students to participate in the programs. Recruit and organize speakers, plan hands-on learning experiences and coordinate logistics for the programs.

NOTE: These examples are intended only as illustrations of the various kinds of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

Ability to analyze data, generate reports, explain relevant issues, concerns and trends.

Ability to communicate effectively verbally and in writing.

Collaboration and coordination skills.

Ability to lead, motivate, influence and facilitate teams of diverse individuals and collaborate toward a common purpose.

Ability to cultivate critical relationships both internally and externally.

Demonstrated competency in budget preparation and administration and management practices/principles.

Establish and maintain effective working relationships with others.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to talk or hear. The employee is occasionally required to be mobile.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

MINIMUM QUALIFICATIONS:

Bachelor's degree from an accredited college or university with major course work in sociology, education, public administration, ethnic studies, communication, social work, public health, or a closely related field.

Five years of progressively responsible experience in sociology, education, public administration, ethnic studies, communication, social work, or public health.

A valid Florida Driver License is required and a Motor Vehicle Record that meets the requirements of Alachua County policy # 6-7; Motor Vehicle Records will be reviewed prior to employment. If in the past 24-month period, the record shows more than 3 moving traffic violations, and/or a conviction/pending charge for driving under the influence, the minimum qualifications are not met for the position.

**FOR COUNTIES OPERATING UNDER COUNTY ADMINISTRATOR FORM OF GOVERNMENT -
TO WHOM DOES THE HR DIRECTOR REPORT?**

County	County Administrator/Manager	BoCC	Other
Alachua	X		
Baker	X		
Bay	X		
Bradford			No HR Director, HR staff reports to Clerk of Court
Brevard	X		
Broward	X		Broward's HR director reports to the CFO, who reports to the County Administrator
Charlotte	X		HR director reports to the Deputy County Administrator, who reports to the County Administrator
Citrus	X		
Clay	X		
Collier	X		HR reports to the Administrative Services Director who reports to the Deputy County Manager who reports to the County Manager
Desoto	X		
Flagler	X		
Franklin			No HR Director
Gadsden	X		
Gilchrist	X		
Hendry	X		
Hernando	X		
Highlands	X		Human Services Manager reports to the Director of Business Services, who reports to the County Administrator
Hillsborough	X		
Holmes			No HR Director
Indian River	X		
Jackson	X		
Lake	X		
Lee	X		Reports to Deputy County Manager who reports to County Manager
Leon	X		

**FOR COUNTIES OPERATING UNDER COUNTY ADMINISTRATOR FORM OF GOVERNMENT -
TO WHOM DOES THE HR DIRECTOR REPORT?**

County	County Administrator/Manager	BoCC	Other
Manatee	X		
Marion	X		
Martin	X		
Monroe	X		Reports to Asst. County Administrator who reports to County Administration
Nassau	X		
Okaloosa	X		
Okeechobee	X		
Orange	X		HR director reports to the Deputy County Administrator, who reports to the County Administrator
Palm Beach	X		
Pasco	X		
Polk	X		
Putnam	X		
Santa Rosa	X		
St. Johns	X		
St. Lucie	X		
Sumter	X		
Suwanee	X		
Wakulla	X		
Walton	X		
Washington	X		

Energy Savings Contract

This energy savings contract is between the Alachua County Government (the "County") and Cenergistic LLC ("Cenergistic"). This contract is subject to all applicable state and federal laws.

Cenergistic® delivers customized, comprehensive people-driven energy conservation programs that focus on changing human behavior to help clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by Cenergistic's team of energy consultants - together representing several hundred years of energy conservation experience. Cenergistic's clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. Cenergistic guarantees the success of these programs as set out in paragraph 7 below. To date Cenergistic has served more than 1,450 clients in 48 states.

The County is committed to its mission: "Alachua County's mission is to provide responsive service to citizens and responsible stewardship of county resources for current and future generations." The County uses electricity, gas, water and sewer (collectively "energy") to fulfill its mission. The County currently uses 131 facilities.

Cenergistic has offered to build and provide a customized energy conservation program that is focused on organizational and behavioral change and is designed with the following goals:

- Save dollars that the County can reinvest in the people it serves;
- Preserve a quality operating environment for the County's facilities;
- Conserve energy for a positive impact on the environment; and,
- Increase awareness to empower energy users to be energy savers.

Cenergistic will help the County pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between Cenergistic and the County as the program is initiated and implemented. Cenergistic provides extensive resources, education and onsite training, action planning, and other conservation-related services, while the County works cooperatively to implement Cenergistic's program.

Shared responsibility also extends into the way Cenergistic is compensated for its services. With this in mind, Cenergistic is providing one or more energy specialists who will serve on-site to lead and manage implementation of the energy conservation program and is offering a "performance fee" billing arrangement. This approach means the County will not have to spend any amounts for on-site management of the program and 100% of Cenergistic's compensation

is paid from the savings realized by the County. Cenergistic's fee is contingent on the successful implementation of Cenergistic's conservation program.

As a part of this shared responsibility, Cenergistic offers a *Fee Free Period* during the first month to allow for acceleration of savings for the County before Performance Fee payments begin.

The parties therefore agree as follows:

1. **Program.** On January 1, 2020 ("Start Date") Cenergistic shall begin its work on this contract to provide the County with a people-driven energy management program that is customized to enable the County to reduce consumption of energy ("Program"). The Program includes, but is not limited to, the following services:

- Hiring an energy specialist who will serve on site to lead and manage implementation of the Program
- Providing recommendations as to actions the County should take based on on-site assessments of facilities and utility records
- Identifying opportunities and working with County personnel to execute implementation strategies to modify behavior linked to energy consumption
- Gathering and entering data to account for non-program variances
- Creating operational/strategic plans and operating/use schedules for County facilities
- Estimating building savings potential for all County facilities
- Auditing County facilities to ensure compliance with conservation plan and schedules
- Providing audit feedback to the County on savings opportunities
- Providing updates to the County's governing body
- Assisting with the engagement of effective media coverage, including national and local media outlets at critical junctures
- Providing monthly savings reports to the County

2. **Energy Consultants.** A Cenergistic team of energy consultants shall deliver the Program to the County as follows:

- Through Cenergistic's on-site and ongoing assessments of the County's facilities and based on Cenergistic's experience in having assessed thousands of client facilities, Cenergistic's energy consultants shall deliver hundreds of recommendations that are specific to the County's environment.

- Cenergistic's energy consultants shall guide and assist the County's Program implementation following Cenergistic's proven methodology, the Cenergistic energy management program.

3. **Energy Specialist.** (a) *Onsite Assignment.* Program implementation requires a daily focused effort in the County's facilities and areas. One or more Cenergistic employed energy specialists ("energy specialist"), and the use of technology will be used to assist the County with making conservation a priority while positively engaging people to conserve energy. Cenergistic will adequately staff the Program for optimal success through a combination of an energy specialist, onsite engineer and energy expert visits, use of monitoring technology and remote support through our EMS and engineering group in Dallas. Cenergistic shall take immediate actions to identify and employ the energy specialist for the County. The salary or contract expense for the energy specialist will be paid by Cenergistic. The County Human Resources Department will participate in the Welcome Call to be conducted at a mutually agreeable time following the signing of this contract and will assist and cooperate with Cenergistic in making information concerning employment information and options as an energy specialist available to County employees. The County Human Resources Department will also assist with internally publicizing, posting, distributing information and coordinating Job Information Sessions and interviews by Cenergistic for a prospective energy specialist. In the event the Program is suspended for reasons set out in paragraph 8(c) below, the County shall reimburse Cenergistic for the compensation of the energy specialist during the period of Program suspension. Cenergistic will not assign an energy specialist to the County that is unacceptable to the County (which acceptance shall not be unreasonably withheld).

(b) *Duties.* The primary duties of the energy specialist will be to spend time in the County's facilities to identify savings opportunities and to work closely with the County's staff to execute proven implementation strategies to change behavior linked to energy consumption. The effective management of energy information is also important for achieving positive results through accountability. For this the energy specialist will work to maintain energy consumption and other information related to energy use in the County's facilities and areas. The energy specialist will use the EnergyCAP® energy accounting program from EnergyCAP, Inc. ("Third Party Software").

(c) *Local Resources.* Within 30 days after the Start Date, the County will provide Cenergistic personnel with office space, an office phone, internet access, email address, building keys and alarm codes. Use of these resources is subject at all times to County policies and administrative procedures.

4. **Program Implementation.**

(a) *Prompt Start.* Upon the Start Date, the County will promptly begin and then continue to implement the Program.

(b) *Commitment and Communication.* In Cenergistic's experience, the success of the County's Program implementation will be a function of the demonstrated commitment of the Board of County Commissioners, County Manager and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 60

days after the Start Date, the Board of County Commissioners must adopt an appropriate policy and, no later than 60 days after the Start Date, the administration must adopt appropriate administrative guidelines reflecting the County's commitment to the Program. Cenergistic shall provide templates together with support and assistance for the County in its review and adoption of policy and guidelines; however, the contents of the policies and guidelines are at the discretion of the County. The County shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. Cenergistic will facilitate semi-annual progress reports for the Board of County Commissioners. The County will make its utility records available for review and copying on request of the energy specialist, Program Liaison or Cenergistic.

(c) Software. (i.) Cenergistic Software. The Cenergistic proprietary software application(s) which are accessible over any browser-enabled device serves as the focal point for energy savings across your entire facilities portfolio ("**Cenergistic Software**"). Our machine-learning anomaly detection algorithms provide transparency into the energy consumption profiles of your buildings and provides alerts and potential resolutions by combining building, equipment and sensor data with historical energy use, weather and other seasonal data.

(ii) Third Party Software. The effective management of energy information is a first step to achieving positive results through accountability. Energy consumption will be accounted for by using the Third Party Software, with which Cenergistic's energy consultants are knowledgeable and trained to provide support to the County. No later than 30 days after the Start Date, the County must license the Third Party Software program (and pay the licensing fees) from EnergyCAP, Inc. or, if later recommended by Cenergistic to its clients (e.g. because EnergyCAP® ceased to be available), an alternative Third Party Software program. Data input and maintenance will be managed and controlled, at Cenergistic's option, either by the Energy Specialist or at Cenergistic's corporate office, with County access to review all data entry.

(d) Program Liaison. Within thirty (30) days after the Start Date, Cenergistic and the County will discuss and collaborate on identifying one of the County's senior-level business personnel to serve as the liaison and primary point of contact for the County on the Program ("Program Liaison"). The Program Liaison should be accessible and responsive to Cenergistic for communication and meetings and may not be someone (including any Successor Program Liaison) who is unacceptable to Cenergistic. Cenergistic will offer education and training for the Program Liaison (and any replacement Program Liaison) to effectively serve in the role, with an emphasis that will promote the Program Liaison's role in reviewing all savings determinations. To assist in the education and training, at the next scheduled session after the Start Date, the Program Liaison shall attend, at Cenergistic's expense, the EnergyCAP workshop provided by EnergyCAP Inc. in Dallas, TX. The Program Liaison may bring other County representatives to the EnergyCAP workshop, at County expense. In the event there is a replacement Program

Liaison, after designation for that position, that person shall attend the next offered EnergyCAP workshop, at Cenergistic's expense, in Dallas, TX. The Program Liaison position shall not be vacant for more than thirty (30) consecutive days during the Term of the contract.

(e) Access, Authority and Control. Cenergistic personnel shall have access to the County's systems controls, including the energy management systems ("EMS"), to collect and analyze data for recommended changes to facilities and equipment operations. The County will grant Cenergistic personnel authority (in communication and coordination with other County personnel) to make changes so that facilities are not operated outside of the established policy and guidelines. The energy specialist needs the authority to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility's equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. The energy specialist will not have authority to make any changes that violate County established policy and guidelines and the County retains the right to suspend access of the energy specialist to the energy management systems ("EMS") at any time. In the event of such a suspension the County will immediately inform Cenergistic of the suspension and the basis. The County shall provide such access to Cenergistic within 30 days of the Start Date and authority to make changes within 60 days of the Start Date. In order to evaluate and track occupant comfort, within 30 days of the Start Date, the County will set up or expand its internal procedure to ensure that all comfort feedback is immediately routed to the energy specialist. This contract does not alter the County's exclusive right of control over its people and facilities and its pre-existing responsibility, if any, to provide reasonable premises safety.

(f) No Third Party Interference. The County shall take reasonable steps to prevent any third party from interfering with the County's Program implementation.

5. **Savings Determination.** (a) *General.* Energy savings are determined in accordance with the Measurement and Verification Plan ("M&V Plan") attached hereto as **Exhibit 2** by comparing measured use before and after the start of Program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

Avoided Energy Use (or Savings) = Adjusted-Baseline Energy – Reporting-Period Energy ± Non-Routine Adjustments of baseline energy to reporting-period conditions

The energy specialist shall use the Third Party Software to calculate the County's savings by subtracting the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the County for each type of energy purchased by the County for all sources of energy except for solar which shall be valued as set out in paragraph 5(d)(iii) below) ("Savings").

The “Total Savings” means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit), in accordance with current industry-accepted valuation methodology. Savings reports shall be delivered to the Program Liaison for review and verification. The Program Liaison will work diligently to review reported Savings and will present any questions about the savings reports within five business days of receipt. Cenergistic’s projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the County.

(b) **Baseline Period.** A baseline period will be established as set out in the attached M&V Plan by Cenergistic and the energy specialist, in consultation with the Program Liaison. Unless modified as set out below, the Third Party Software will be used to establish a baseline period consisting of 12 consecutive months that precede the Start Date (“Base Year”). The County represents that the historical utility usage data and building information provided to Cenergistic for the purpose of savings projections is accurate. If it is later determined that either: 1) there is a variation between the data provided and the Base Year data of $\pm 5\%$ or more or, 2) changes in the 12 months preceding the Start Date would cause those 12 months to not accurately reflect actual pre-program usage by the County (“variation”), Cenergistic, with agreement from the County’s Manager which agreement may not be unreasonably withheld, may select as the Base Year an alternate 12-month period from the 36 months preceding the Start Date. For new construction, the energy specialist and Cenergistic, in consultation with the Program Liaison, will use detailed, calibrated simulation analysis to compile the Base Year.

(c) **Reporting Period.** Each reporting period will be a 12 month period (“Performance Year”). The first Performance Year will begin after the *Fee Free Period* (as defined below) ends (“First Year”) and each Performance Year is consecutively named. The “Second Year” means the 12 month reporting period following the end of the First Year, the “Third Year” follows the Second Year, and so on. Using the Third Party Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) **Appropriate Adjustments.** (i) Adjustments to the baseline shall be made in accordance with the M&V Plan to recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use for the two time periods to an equivalent set of conditions.

(ii) The Third Party Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities (“Adjustment Variables”): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the County has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information will be used to create a more accurate statistical model for the County. The County shall communicate the County's energy conservation guidelines to its construction contractors and on-site management service providers, if any. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the guidelines are not substantially followed by third party construction contractors or on-site management service providers; (b) the County chooses not to substantially implement Cenergistic's water conservation recommendations; or, (c) there are equipment malfunctions that negatively impact program savings. Agreement concerning the calibrated simulation or appropriate adjustments will not be unreasonably withheld by either party. In the event solar electricity is implemented by the County, the parties agree to a process that recognizes net metered electric generation to exclude any solar production from the reported Third Party Software use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in the Third Party Software to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this contract and Measurement and Verification Plan).

(iv) The data will continue to be reviewed for accuracy during the term of the Contract. In the event there are inaccuracies in the data or there are data entry errors (i.e. information not known at the time, incorrect meter reading or data entered into the Third Party Software incorrectly), the data may be updated to correct such errors that occurred during the twelve (12) months immediately preceding the latest monthly billing statement. Data prior to the twelve (12) months immediately preceding the latest monthly billing statement will be deemed to be accurate by the parties.

(e) Third Party Contractor. The parties agree that Cenergistic may utilize the services of a third party contractor to (1) automatically retrieve utility bill data from both online and offline sources by, among other things, accessing utility vendor websites, OCR of scanned copies of bills or reading from machine readable files, (2) import the data into the Third Party Software and (3) utilize the service of other third party contractors. The County (1) consents to allowing access to utility bills by such third party contractor and (2) agrees to reasonably cooperate with such third party contractor, with assistance as necessary from Cenergistic, to enable the third party contractor to have and maintain access to (including online) to the County's utility bills.

6. **Term.** This contract shall be for a term beginning on the Start Date and ending on the due date for the Performance Fee payment for the last month of the Fifth Year ("Term").

7. **Fees.**

(a) Intentionally omitted.

(b) **Performance Fee.** Cenergistic's Performance Fees are based on the Total Savings the Program achieves during the first five Performance Years (for a total of sixty Performance Fee payments, hereinafter, "Fee Period"). For each month during the Fee Period, the County shall pay Cenergistic a fee in an amount equal to 50% multiplied by the Total Savings for that month ("Performance Fees"). The Performance Fees will be invoiced beginning on the Start Date (with invoices sent as the data is available to calculate the Total Savings for that month), and shall continue being invoiced each succeeding month until all sixty (60) Performance Fees have been paid. Savings shall continue to accrue during any suspension for failure to pay the billing statement. A valid request or need for an adjustment to a billing statement shall not be good cause for failure to pay a given billing statement; any appropriate adjustments shall be made to subsequent billing statements.

(c) **Billing Audit Contingent Fees.** In addition to any Performance Fees, the County shall pay Cenergistic a fee in an amount equal to 50% multiplied by the amount of any refund or credit that the County receives from a third party provider of energy as a result of a Program billing audit ("Billing Audit Contingent Fees"). Any such credit or refund received during the Fee Period shall be payable according to paragraph 7(b).

(d) **Additional Facilities.** In the event the County builds, acquires, contracts with, or otherwise becomes responsible for additional facilities ("additional facilities"), such additional facilities will be included and become part of the Program pursuant to this Contract for all purposes (specifically including the payment of fees as set out in this Contract). If the County is requested by another county ("requesting county") to allow the energy specialist to provide energy management support, the County agrees to not share, utilize, or include the Program (including the use or services of the energy specialist trained by Cenergistic) to any extent, in any facilities in the requesting county without Cenergistic's express written consent and payment of additional fees as mutually agreed.

(e) **Savings Guarantee.** Cenergistic's commitment to the quality of the Program is evidenced by Cenergistic's Savings Guarantee (as defined below). Cenergistic shall reimburse the County for the difference if the County's Costs (as defined below) exceed its Total Savings, computed from the Start Date to the end of any Performance Year during the Term ("Savings Guarantee"). Due to the cumulative nature of the Savings Guarantee it is necessary to specify that Cenergistic shall not make reimbursement for amounts that Cenergistic has already paid or reimbursed for a prior Performance Year. To be eligible for the Savings Guarantee the County must have substantially implemented the Program. The "County's Costs" means the total amounts paid for initial and renewal costs of the Third Party Software, and the Performance Fees. Cenergistic shall pay the County a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by Cenergistic and the energy

specialist. If Cenergistic fails to make a required reimbursement, the County may terminate this contract without payment of a Work Fee and recover the amount of the required reimbursement from Cenergistic.

(f) As a condition precedent for any payment, the Cenergistic shall submit monthly invoices, unless otherwise agreed in writing by the County, to the County requesting payment for services rendered. Cenergistic's invoice shall describe the services rendered, the date thereof, and the energy savings accrued for the month. Each invoice shall constitute the Cenergistic representation to the County that the services indicated in the invoice have been delivered, have served a public purpose, have been properly and timely performed as required herein, and that the amount requested is currently due and owing, there being no reason known to Cenergistic that payment of any portion thereof should be withheld. Submission of the Cenergistic invoice for payment shall further constitute Cenergistic representation to the County that, upon receipt by Cenergistic of the amount invoiced, all obligations of Cenergistic to others, including its energy specialist, third party contractors and consultants, incurred in connection with this contract, will be paid in full. Cenergistic shall submit invoices to the County at the following address:

Erika Aenlle
Senior Fiscal Assistant
Office of Management and Budget
12 SE 1st Street, 2nd Floor
Gainesville, Florida, 32601

In the event that the County becomes credibly informed that any representations of Cenergistic relating to payment are wholly or partially inaccurate, the County may withhold payment of disputed sums then or in the future otherwise due to Cenergistic and the Parties shall work diligently until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction. Any reimbursable expenses must be agreed to in advance by both parties, otherwise they shall be disallowed by the County. All invoices for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Cenergistic LLC
5950 Sherry Ln, #900
Dallas, TX 75225
ATTN: Accounts Receivable

8. Termination for Convenience or Lack of Substantial Implementation. (a) Termination for Convenience by County. As provided in this contract Cenergistic anticipates a long-term relationship and remains committed to the County through the Term and beyond.

However, the County may terminate this contract for any reason and without cause as provided in this paragraph. The Parties agree that: (i) the amount of loss or damages likely to be incurred by Cenergistic by reason of termination of this contract for convenience by the County is incapable or is difficult to precisely estimate, and (ii) the amounts specified in the boxes below bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred by Cenergistic in the event of a termination for convenience by the County, and therefore constitute liquidated damages and not penalties. In either instance, the County must pay a Work Fee to compensate Cenergistic for its Intellectual Property, the work performed by Cenergistic and for the benefits received by the County (and not as a penalty) ("Work Fee"), with the calculation based upon the date of termination, as follows:

<p>YEAR 1: Contract Start Date through the end of Performance Year One: If the contract is Terminated for Convenience by the County during year 1, the total agreed liquidated damages to be paid by the County shall be the Year 1 LDs as set forth in the box immediately to the right of this box, and nothing more.</p>	<p>YEAR 1 LDs:</p> <ul style="list-style-type: none"> a. Payment for the value of Cenergistic's Intellectual Property and the continuing benefits of the program after termination: in the amount of \$65,700 which represents 15% of Projected Performance Year One Total Gross Savings per the Cenergistic matrix; plus b. \$700 per day, for each Cenergistic employee on-site from Start Date through the termination date to cover costs including overhead
<p>YEARS 2 thru 4: Performance Years Two through Four: If the contract is Terminated for Convenience by the County during years 2, 3 or 4, the total agreed liquidated damages to be paid by the County shall be as described in the box immediately to the right of this box, and nothing more.</p>	<p>An amount equal to the preceding twelve months' Performance Fees</p>
<p>Year 5: Performance Year Five: If the contract is Terminated for Convenience by the County during year 5, the total agreed liquidated damages to be paid by the County shall be as described in the box immediately to the right of this box, and nothing more.</p>	<p>The lesser of: (a). \$33,833.00 per month for the remainder of the Contract Term; or, (b). an amount equal to the preceding four months Performance Fees</p>

(b) To validly exercise its right to terminate during the Term for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on Cenergistic's failure to perform its material obligations under this contract) (a "Termination for Convenience"), the County shall provide Cenergistic with at least 60 days prior written notice and shall promptly pay Cenergistic (1) a Work Fee, plus (2) an amount equal to the unpaid Monthly Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date. The County's right to terminate for convenience does not limit the rights and remedies of the County. More specifically, if Cenergistic fails to perform its material obligations under this contract, the County's legal rights and remedies are not limited by the terms of this paragraph. If the County contends Cenergistic has committed a material breach of the contract, the County will provide written notice to Cenergistic specifically describing the breach and giving Cenergistic a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action. If the material breach is not remedied by Cenergistic following the notice as set out above, the County may terminate this contract without any obligation to pay a Work Fee.

(c) Substantial Implementation. Cenergistic may also terminate this contract in the event that even after notice and an opportunity to remedy the County is not substantially implementing the Program. If Cenergistic reasonably determines that the County is not substantially implementing the Program, Cenergistic shall give the County written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations for appropriate County action) and, at Cenergistic's discretion, the Performance Year and payment of the Performance Fees shall be suspended until the County is substantially implementing the Program. The County shall act within a reasonable time to cure such failure, with curative steps being taken within sixty (60) days after receipt of the written notice referenced above. If the parties are unable to agree on whether the County is substantially implementing the Program, the parties agree to meet to resolve the differences as set out in paragraph 12(c) below. "Substantial implementation of the Program" does not require the County to have implemented the Program in every detail. To "substantially implement" the Program means that the process of implementation is material to the extent that the program functions as intended. It requires that the Program has been implemented in its material elements, or almost fully implemented. Without limiting the foregoing, the following shall be a lack of substantial implementation for purposes of this paragraph: (i) failure to pay a billing statement in accordance with the Local Government Prompt Payment Act; (ii) failure to approve the administrative guidelines within 60 days of the start date; or, (iii) if the County directs Cenergistic to stop work for reasons other than a material breach of this contract and such notice is not withdrawn within sixty (60) days after initial delivery to Cenergistic. For purposes of determining savings, savings shall continue to accrue through any suspension period. If Cenergistic reasonably determines the County continues to fail or refuse to substantially implement the Program following such notice and opportunity to remedy, (including the

opportunity to follow the dispute resolution process set forth in Paragraph 12(c) below), then Cenergistic may exercise this right to terminate during the Term on written notice and the County shall promptly pay Cenergistic: (1) a Work Fee as calculated according to this paragraph 8 above, plus (2) an amount equal to the unpaid Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date.

(d) **Termination for Convenience by Cenergistic.** In the event Cenergistic determines there are unanticipated factors or changes that occur during the Term that make continuation of the Program unsustainable, upon giving the County sixty (60) days prior written notice, Cenergistic shall have the right to terminate this contract without any payment or other obligation. In such event, the County will be entitled to retain all residual savings after the date of termination from the Program without payment of Performance Fees for such period and shall not be required to pay a Work Fee. Unanticipated factors or changes shall include, without limitation, the following: unusual building or operational conditions, equipment defects, inability to hire and/or retain a qualified energy specialist, or other factors not in Cenergistic's control that would materially and negatively impact savings or savings potential.

9. **Program Completion.** After the Term, the County will have the option to continue partnering with Cenergistic to continue the "Program" upon mutually agreeable terms and at a mutually agreeable fixed monthly fee. Upon termination of this contract or discontinuation of the Program at the end of the Fee Period the County shall promptly: (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the County in connection with the Program, including all copies thereof; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic or at any time upon Cenergistic request; and (c) cease using the Proprietary Information and implementing the Program.

10. **Proprietary Program and Information.** (a) **Proprietary Information.** The County will have access to and use of (1) Cenergistic's energy management program, (2) materials that are copyrighted, trade secrets and other information that is proprietary to Cenergistic, and (3) the Cenergistic Software, including both browser based and mobile versions, upon acceptance of the Terms of Services which are hereby incorporated by reference, as the same may be developed and released by Cenergistic from time to time during the term of this Contract pursuant to a nonexclusive, nontransferable license to use Cenergistic Software. Items (1) through (3) along with all database files created using the Third Party Software are collectively referred to as "Proprietary Information".

(b) Limitations on Use; Confidentiality. The County hereby agrees that Cenergistic is the owner of all right, title and interest in and to the Proprietary Information. The County agrees that nothing contained in this Contract shall be construed as granting any ownership right to the County in any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right. The County shall not make, have made,

use or sell for any purpose, any product or process using, incorporating or derived from any Proprietary Information. The County shall not copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information. The County agrees that an invention or work created by the County or any of its personnel based on or incorporating any of the Proprietary Information shall be owned exclusively by Cenergistic. The County agrees that the Proprietary Information (including all copies) continues to be Cenergistic's property and should be kept confidential to the full extent permitted by law. The County agrees not to challenge, or assist any third-party in challenging, Cenergistic's ownership rights in the Proprietary Information, and in any invention, patent, copyright, trademark, or other intellectual property right. The County agrees that the Proprietary Information, including but not limited to the patents and copyrights of Cenergistic, are valid and enforceable. The County shall not challenge the validity or enforceability of any patent, trademark or copyright owned by Cenergistic in any court, at the Patent and Trademark Office, or in any other forum or before any arbitrator. The County shall give Cenergistic written notice and an opportunity to respond if the County receives a third-party request for Proprietary Information. The County shall not disclose the Proprietary Information to any unauthorized person or use it outside of the County or this contract. The County shall assist Cenergistic in the protection of the Proprietary Information and shall execute all documents reasonably necessary to vest and perfect title to the Proprietary Information in Cenergistic upon written request. The County's obligations under this paragraph survive termination of this contract. County hereby agrees that breach of this subparagraph will cause Cenergistic irreparable harm for which recovery of money damages would be inadequate, and that Cenergistic shall therefore be entitled to obtain immediate and permanent injunctive relief, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction.

(c) Non-Solicitation. While under contract with Cenergistic and for a period of two years following the termination of this contract, the County will not solicit, hire or retain any Cenergistic employees or contractors for employment or other work at or for the County.

11. **Intentionally left blank.**

12. **Miscellaneous.** (a) This contract constitutes the entire agreement of the parties with respect to the subject matter of this contract. This contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this contract shall not affect any other provision of this contract.

(b) The Parties agree that if any dispute, controversy or claim cannot be settled through good faith efforts outlined in the paragraph below then it shall be settled by a court with competent jurisdiction. In an action to enforce or construe this contract in a court with competent jurisdiction, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs of court.

(c) Dispute Resolution. Open communication and cooperation of the parties is vital to the success of the Program and to the settlement of disputes if they arise. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at the County to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this contract shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

(d) Counterparts. A signed copy of this Contract delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

(e) Representations. By executing this Contract, Cenergistic makes the following express representations to the County:

(i) Cenergistic is qualified to act as the contractor for energy management and conservation programs.

(ii) Cenergistic shall maintain all necessary licenses, permits or other authorizations necessary to act as contractor for the Project for the term of this Contract.

(iii) Cenergistic has become familiar with the condition of the County's facilities and energy consumption as previously disclosed to Cenergistic by the County.

(iv) Cenergistic shall prepare all deliverables required by this Contract in such a manner that they shall be in conformity with the requirements of this Contract and comply with all applicable law, codes and regulations.

(v) Cenergistic represents that the deliverables prepared by Cenergistic are adequate and sufficient to accomplish the purposes of this contract and meet the requirements of all applicable federal, state and local codes and regulations.

(vi) Cenergistic acknowledges that the County's review of the deliverables in no way diminishes Cenergistic's representations pertaining to the deliverables.

(f) Alachua County Minimum Wage:

(i) The Work performed through this Contract is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract.

(ii) Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the “Minimum Wage”).

(iii) Cenergistic must provide certification, **Exhibit 3**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Contract.

(iv) The County shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, Cenergistic is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirement.

(v) Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and, after written notice and an opportunity to cure of not less than 30 calendar days, permit the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes until there is compliance with the Wage Ordinance.

(vi) Cenergistic will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

(g) Notice. Except as otherwise provided in this Contract, all notices to be provided under this Contract from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail provided acknowledgement of receipt is provided by the recipient. All notices shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor’s and County’s representatives are:

County:

Tommy Crosby, Assistant County Manager
Budget and Fiscal Services for Alachua County
12 SE 1st Street, 2nd Floor
Gainesville, Florida, 32601

Contractor:

Cenergistic LLC
5950 Sherry Ln, #900
Dallas, TX 75225
ATTN: General Counsel

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

(h) Project Records.

(i) General Provisions:

1. Any document submitted to the County may be a public record and, if so, would be open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2. In accordance with §119.0701, Florida Statutes, the Contractor, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, Cenergistic shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Cenergistic does not transfer the records to the County.

(ii) Confidential Information:

1. During the term of this Contract, Cenergistic may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by Cenergistic as "Confidential Information" or "CI."

2. The County shall promptly notify Cenergistic in writing of any request received by the County for disclosure of Cenergistic's Confidential Information and Cenergistic may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Cenergistic shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Cenergistic shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Cenergistic's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Cenergistic shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract or license, the provisions of this paragraph shall continue to survive. Cenergistic releases County from claims or damages related to disclosure by County.

(iii) Project Completion: Upon completion of, or in the event this Contract is terminated, Cenergistic, when acting on behalf of the County as provided under §119.011(2), Florida Statutes, upon request by the County, shall transfer, at no cost, to the County all public records in possession of Cenergistic or keep and maintain public records required by the County to perform the service. If Cenergistic transfers all public records to the County upon completion or termination of the Contract, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Cenergistic keeps and maintains public records upon the completion or termination of the Contract all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

(iv) Compliance: A contractor who fails to provide the public records to the County within a reasonable time upon request by the County, may be subject to penalties under §119.10, Florida Statutes.

1. Insurance. Cenergistic will procure and maintain insurance throughout the entire term of this Contract of the types and in the minimum amounts detailed in **Exhibit 4**. A copy of a current Certificate of Insurance (COI) will be provided to County promptly after execution of this Contract.

2. Laws & Regulations. Cenergistic will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Contract. Cenergistic is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Contract. If Cenergistic is not familiar with state and local laws, ordinances, code rules and regulations, Cenergistic remains liable for any violation and all subsequent damages or fines.

(i) Criminal Justice Information Services (CJIS) Background Check:

(i) The Work required by this Contract requires Cenergistic personnel to enter the interior of buildings considered sensitive by the County, therefore all personnel requiring unescorted access to the interior of these buildings shall be able to pass a Criminal Justice Information Services (CJIS) background check administered by Florida Department of Law Enforcement (FDLE). Cenergistic shall ensure all personnel requiring unescorted entry into the interior of the building is able to pass a CJIS background check; costs to ensure this requirement shall be borne by Cenergistic. All employees requiring unescorted access into the interior of the building shall be fingerprinted at the Sheriff's office, complete CJIS training and agree to the background check a minimum of three (3) weeks prior to requiring access to the interior of the building. Cenergistic personnel who are not in the buildings on a routine or daily basis and who are accompanied by authorized County employees or by Cenergistic employees that have completed the training will not be required to have completed the screening required by this subsection.

(ii) Cenergistic shall ensure adequate staffing is available to meet the terms of this section to carry out the scope of the Contract throughout the full duration of the Contract. Cenergistic shall comply with all FBI CJIS requirements. All personnel who will be working in the interior of the building shall complete the minimal screening requirements established by the FBI CJIS Security Policy to ensure the continuity of information protection. For unescorted access, each individual shall successfully complete an online security awareness training presentation and be processed through a state and national fingerprint based record check.

(iii) As a matter of policy all individuals with a felony arrest resulting in a conviction including adjudication withheld will be disqualified. Individuals with a record of misdemeanor offense(s) will be reviewed and may be granted access, as long as it is determined the nature or severity of the misdemeanor offense does not compromise the protection of criminal justice information. An individual with access and subsequently arrested and or convicted, will have unescorted access immediately suspended pending further review.

(iv) Each individual requiring access shall complete the CJIS Security Policy Certification at **Exhibit 5**.

(j) Indemnification

(i) Cenergistic agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof to the extent of Cenergistic's negligence. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. Cenergistic further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by Cenergistic and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by Cenergistic, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and Cenergistic. Notwithstanding the foregoing, Contractor shall not be liable for losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind or character in connection with or arising directly or indirectly out of conduct of County or County employees.

(ii) Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

1. Standard of Care. The services of Cenergistic shall be performed with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, Cenergistic shall furnish, at his own cost and expense, the redesign necessary to correct such

deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

2. Assignment of Interest. Neither party will assign or transfer any interest in this Contract without prior written consent of the other party (which consent shall not be unreasonably withheld).

3. Successors and Assigns. The County and Contractor each bind the other and their respective permitted successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Contract.

4. Independent Contractor or Consultant. In the performance of this Contract, Cenergistic is acting in the capacity of an independent contractor or consultant and not as an agent, employee, partner, joint venture, or associate of the County. Cenergistic is solely responsible for the means, method, technique, sequence, and procedure utilized by Cenergistic in the full performance of the Contract.

5. Collusion. By signing this Contract, Cenergistic and County declare that this Contract is made without any previous understanding, contract, or connections with any persons, professionals or corporations and that this Contract is fair, and made in good faith without any outside control, collusion, or fraud.

6. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, Cenergistic warrants that he or she has not employed or retained any company or person, other than a bona fide employee or independent contractor of Cenergistic to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee or independent contractor of Cenergistic any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7. Third Party Beneficiaries.

8. Severability. If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect

9. Non Waiver. The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right.

10. Governing Law and Venue. This Contract is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

11. Attachments. All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

12. Amendments. The parties may amend this Contract only by mutual written agreement of the parties.

13. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

a. Counterparts. This Contract may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

b. Construction. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Contract.

c. Entire Agreement. This Contract constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

Each party is signing this contract on the date stated under that party's signature.

Alachua County Government

By: _____

Name: Charles Chestnut

Title: Chair, Board of County Commissioners

Date: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Government, FL - K12 TK CONTRACT v.8 112119

CENERGISTIC LLC

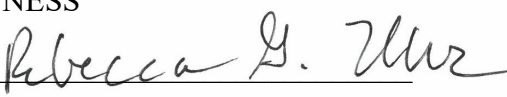
By:  _____

Name: John Bernard

Title: SVP, Client Development

Date: December 4, 2019

WITNESS

By:  _____

Print: Rebecca Uhr

Title: General Counsel

Date: December 4, 2019

Exhibit 1: Intentionally Left Blank

Exhibit 2: MEASUREMENT AND VERIFICATION PLAN

This Measurement & Verification Plan (“M&V Plan”) is prepared for Alachua County Government (the “Organization”) by Cenergistic and is agreed to by the parties as the M&V plan in accordance with the protocols of the International Performance Measurement and Verification Protocol (“IPMVP”) for the energy program delivered by Cenergistic pursuant to the contract with a Start Date of _____.

This M&V Plan is prepared in accordance with Section 7 of IPMVP Core Concepts (EVO 10000-1:2016).

The IPMVP guideline, developed and maintained by the nonprofit Efficiency Valuation Organization (see www.EVO-World.org), is the most current and widely-recognized guideline promulgated by a non-profit and impartial source. The IPMVP is the product of an international consortium of volunteers working together to promote standardized methods for the correct valuation of energy efficiencies.

IPMVP includes guidance for many types of energy management initiatives and circumstances; not all guidance is applicable in all cases. The purpose of this M&V Plan is to document how the M&V guidance contained within IPMVP will be specifically applied to this contract. In cases of variance between specific provisions of IPMVP and this M&V Plan, this Plan takes precedence.

- 1. Facility and Project Overview** Cenergistic energy programs are people driven programs that include multiple facilities and conservation steps. The program scope and list of measures are described within the contract.
- 2. ECM Intent** The energy conservation measures (“ECMs”) reduce electricity, gas, water and other energy usage and cost, depending on the specific facility. Many varied ECMs will be used to achieve the savings. The expected savings will be an amount in excess of the cost of the program in accordance with the Savings Guarantee. ECMs will be operational in nature (not equipment, facility or hardware retrofits) and are generally categorized as turning off energy-using systems when not necessary, setting back energy-using systems when possible, and improving efficiency of energy-using systems when in use. Space conditions, during both occupied and unoccupied periods, will change as necessary to comply with the organization’s published energy policy and administration guidelines.
- 3. Selected IPMVP Option and Measurement Boundary** IPMVP Option C (Whole Facility) will be used for savings determination because it is the most appropriate M&V method for total facility energy reduction when all energy-using systems are affected and ECMs cannot be isolated, sub-metered or simulated by computer model. Option C was also chosen because many ECMs will be involved, and some of them cannot be directly measured. Utility meters for electricity, gas, water and sewer will be included in the savings M&V for the organization. Together, these meters will account for all energy use by each facility. The total savings is the sum of savings for each facility. The measurement boundary includes all facilities and

infrastructure owned and leased by the Organization. In the event metering equipment is determined to be unreliable, unavailable, or does not measure the effect of the ECM, Option A (Retrofit-isolation: Key Parameter Measurement), Option B (Retrofit Isolation: All Parameter Measurement) or Option D (Calibrated Simulation), will be used.

- 4. Baseline: Period, Energy and Conditions** Using the Third Party Software (as defined in the contract, hereinafter “Third Party Software”), a baseline period shall be established for each meter consisting of 12 consecutive months (or 24 consecutive months when conditions warrant an expanded baseline) that precede the energy program Start Date. Normally this will be the 12 months immediately prior to start date, but under circumstances described in the contract, an alternate period (up to 24 months) may be chosen.

The baseline data for each meter will be defined and available in the M&V Third Party Software upon import and preparation of the data for each meter & facility. The Third Party Software also includes static factors such as weather and building size. Included in the baseline data will be an identification of the baseline period, baseline energy consumption and demand data, other independent and relevant variable data, and other static factors (i.e. occupancy type, building information such as square footage, etc.). Other baseline data may be included and/or supplemented as agreed by the parties. Local weather data will be obtained from a nationally-recognized service.

- 5. Reporting Period** Each reporting period will be a 12 month period called a “Performance Year”. The Performance Year begins according to the terms of the contract.
- 6. Basis for Adjustment** Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. Since savings are to be reported as “cost avoidance”, under reporting period conditions, the IPMVP equation for reporting period savings will be used. This method quantifies how savings in a given reporting period is determined, relative to what energy use would have been without the ECMs in place, consider routine and non-routine adjustments and is expressed as:

$$\text{Avoided Energy Use (or Savings)} = \frac{\text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments of baseline energy to reporting-period conditions}}{\text{Reporting-Period Energy}}$$

In addition, savings may be accrued due to one-time actions such as identification of utility billing errors leading to refunds, rebates, rate changes, and other measures that do not reduce energy usage but do reduce Organization’s out of pocket utility costs.

- 7. Calculation Methodology and Analysis Procedure** The Third Party Software performs the cost avoidance calculation and analysis procedure. The Third Party Software allows appropriate routine and non-routine adjustments to the baseline period, using available data

to account for the following factors occurring during the reporting period that affect the energy used in facilities: number of days in the billing period, energy unit cost, and reasonably estimated energy loads added or reduced after Program implementation due to such factors as outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; facility construction/renovation; and energy management hardware retrofits installed under unrelated projects. Specific cost avoidance analysis algorithms used by the Third Party Software are extensively documented and can be furnished upon request.

The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the organization has experienced abnormal temperatures during the baseline period, a total of 36 months of billing information can be used to create a more representative statistical weather model. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the organization's energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any, (b) the County chooses not to substantially implement Cenergistic's water conservation recommendations; or, (c) there are equipment malfunctions that can negatively impact program savings.

The Third Party Software adheres to the IPMVP guidelines. IPMVP is not exhaustive in its guidance; in some situations engineering judgment must be used. Calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals and Certified Energy Managers.

8. Energy Prices Reporting of cost avoidance will value the energy use avoided at the then-current unit cost for each meter, each period. Prices will be calculated by the Third Party Software for each month. The price applied for each utility (except solar) is the realized price, based on the blended rate to the Organization for each type of energy purchased by the organization, taking into account consumption and all charges from the utility provider. In the event solar electricity is implemented by the Organization, the parties agree to a process that recognizes net metered electric generation to exclude any solar production sold back to the grid from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this contract and Measurement and Verification Plan).

9. Meter Specifications Utility grade meters used for billing are the only meters used. Exception: For bulk fuel stored in tanks, manual measurements recorded by the organization or by the provider may be used. In master-metered campus situations, sub-meters may be necessary for accurate identification of building by building energy usage.

- 10. Monitoring responsibilities** Energy data from utility bills will be recorded in the Third Party Software as set out in the contract. The Third Party Software captures weather information necessary for calculating and applying adjustments. Changes to the baseline conditions, such as facility size, occupancy or equipment changes, will be documented in the Third Party Software. Responsibility for collection, entry, calculation and accuracy of the data in the Third Party Software is the responsibility of the Energy Specialist(s) under the supervision of Cenergistic.
- 11. Expected Accuracy** The accuracy of data capture of the utility billing data and entry of that data into the Third Party Software is expected to be verified 100% ($\pm 2\%$) via reports that reconcile data with utility bill accounts payable to ensure the quality of the data entered, to ensure consistency with previous billing, elimination of gaps or duplicate entries, and reasonable protection against user errors in data entry. Statistical accuracy of the Third Party Software's routine weather adjustment process uses industry-standard linear regression techniques and is evaluated on a meter-by-meter basis. Data analysis does not involve sampling since the actual data, as entered into the Third Party Software, is used for any savings calculations. The accuracy of the Third Party Software's calculations has been validated empirically against the Department of Energy's ENERGY STAR program, which benchmarks buildings' performance. The calculations of the Third Party Software are consistent with ENERGY STAR results in determining increase in building energy utilization index (EUI – Energy usage per square foot per year).
- 12. Budget** The cost of M&V includes the Third Party Software cost, as defined in the contract, plus a portion of the Energy Specialist's time. The Third Party Software cost is defined in the contract. More time will be required early in the energy program by the Energy Specialist as the baselines are determined and the Energy Specialist becomes familiar with the Third Party Software and the process for entering data and determining savings. Once the utility bills have been entered, the baseline has been determined and the Energy Specialist has become familiar with the Third Party Software and the process, subsequently, the savings determination process and its review with operating and administrative staff is expected to require approximately 5% of an Energy Specialist's time, across all meters and facilities for the organization.
- 13. Report Format** Cost avoidance will be calculated on a monthly basis as set out in the contract. M&V and cost avoidance reports will be prepared and provided at least semi-annually to the organization. Cost avoidance calculations will commence with a formal data release occurring approximately five months after the Energy Specialist is in place. Cost avoidance reports will include results from the Third Party Software and show energy as well as expenditure savings versus the baseline. Cost avoidance reports have different formats for different audiences, but in general show usage and cost for: baseline actual, baseline

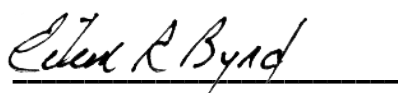
adjusted to reporting period conditions, reporting period actual, and calculated cost avoidance (adjusted baseline minus reporting period actual).

14. Quality Assurance Cenergistic quality assurance procedures and testing principles are applied to the baseline and performance data at the beginning of each program and periodically throughout the term of the contract. Testing includes, but is not limited to a review of the baseline for compliance with contractual terms including M&V Plan, testing of baseline data for reasonableness, accuracy and completeness, substantive sampling techniques for Third Party Software bill entry data correctness, Third Party Software settings and standard and special adjustments appropriateness and correctness.

The parties agree this M&V plan will be modified as mutually agreed to reflect changes that occur or additional data that may be obtained.

This M&V plan has been developed for Alachua County Government by the following qualified professional.

CENERGISTIC LLC



Eileen Byrd

SENIOR VICE PRESIDENT – QUALITY ASSURANCE

CERTIFIED PUBLIC ACCOUNTANT (Texas State Board of Public Accountants)

CERTIFIED INTERNAL AUDITOR (Institute of Internal Auditors)

CERTIFIED QUALITY ENGINEER (American Society of Quality)

CERTIFIED MEASUREMENT AND VERIFICATION PROFESSIONAL (Association of Energy Engineers)

CERTIFIED ENERGY MANAGER (Association of Energy Engineers)

Exhibit 3: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Contract are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Cenergistic LLC

5950 Sherry Lane, Suite 900

Dallas, TX 75225

(214) 346-5950

Point of Contact: Jason Parker, Vice President, Human Resources

Project Description:

RFP #19-915: Professional Services Agreement to Deliver Turnkey Comprehensive Behavioral Energy Management Services for Alachua County

Cenergistic

By: 

Print: John Bernard

Title: Senior Vice President, Client Development

Date: December 4, 2019

State of Texas

County of Dallas



This instrument was acknowledged before me this 4th day of December, 2019, by John Bernard.

Witnessed by: 

, Notary Public, State of Texas.

My Commission expires 3-10-2020.

Exhibit 4: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS

"ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this Contract. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

The Certificate of Insurance must contain the following:

Department Contact: **Tommy Crosby, Assistant County Manager, Finance**

Department: **Budget and Fiscal Services**

Dept. Contact Phone: **352.374.5262**

Dept. Contact Email: tcrosby@alachuacounty.us

Bid: **19-915: Behavioral Energy Savings Program**

Exhibit 5: CJIS Security Policy Certification

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Date

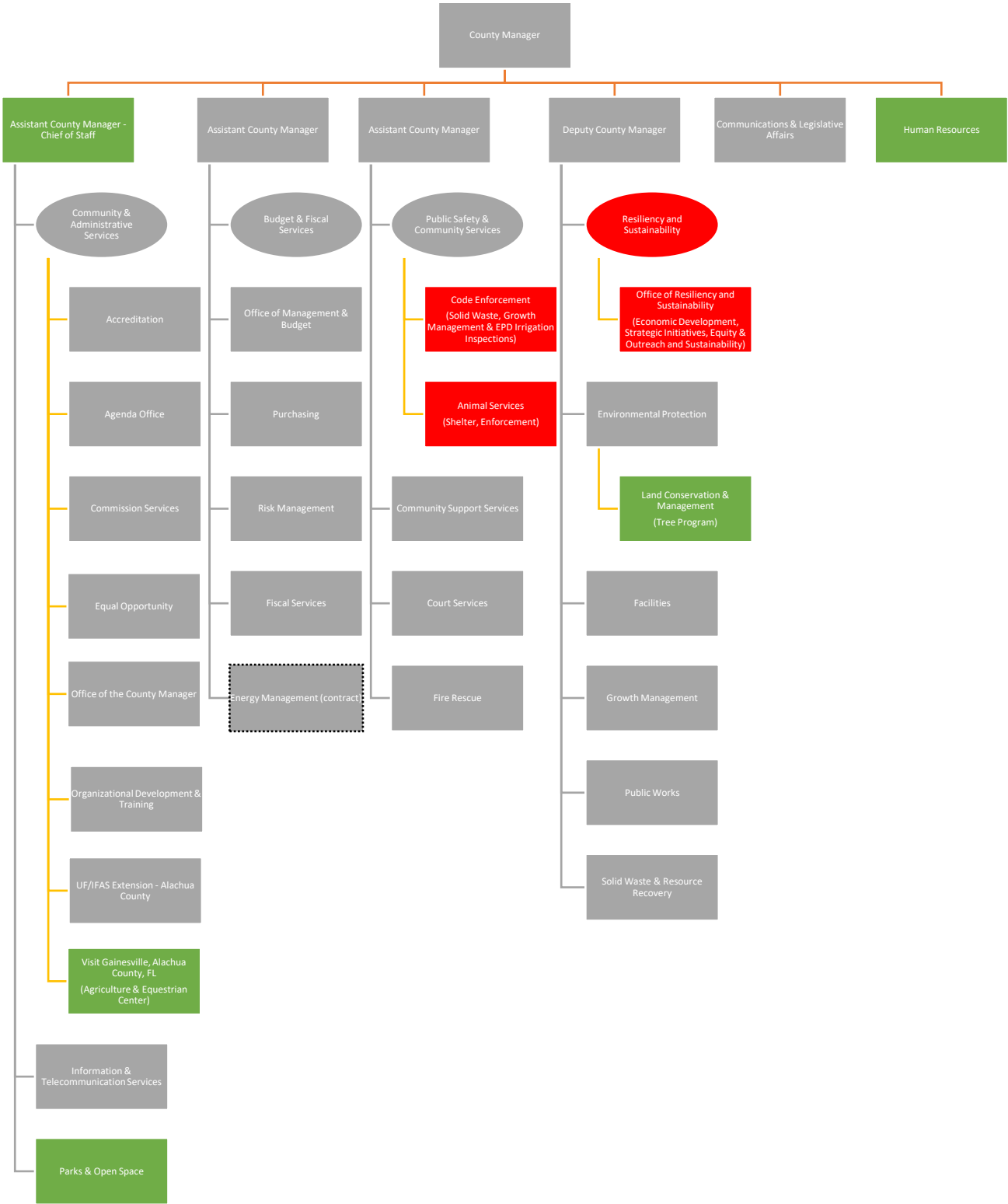


Departments

Offices

Oval Shape - Deputy / Assistant County Manager serves as Department Head

Alachua County Organizational Chart (effective Jan. 15, 2020)



Effective Jan. 15, 2020

Fully implemented Sept. 30, 2020