

Section 2.3.2 - Other Goods and Services

During or after completion of ECM implementation by ESCO serviced under this Agreement, SBBC may decide to contract additional service(s) including but not limited to any additional maintenance of the equipment, systems, or components thereof installed under this Agreement or any additional maintenance on other equipment, systems or components thereof not included in the scope of ECM's at the participating facilities. SBBC may also decide to contract additional service(s) at other SBBC facilities not participating with the energy services specified in this Agreement. Any additional services and additional maintenance service(s) shall be procured by SBBC in compliance with Section 235.215(3) and 287.055, Florida Statutes.

3. FINANCIAL OBLIGATIONS

SECTION 3.1 - ENERGY SAVINGS GUARANTEE

For the Project, ESCO shall guarantee that the Guaranteed Consumption in Schedule D shall be less than SBBC's historical Baseline Consumption in Schedule F during each successive twelve- (12) month period of the Term beginning on the Commencement Date. The resulting reduction of energy/utilities consumption and the resulting cost savings shall be monitored and measured by ESCO.

ESCO has formulated and, subject to the adjustments provided for in Section 5.7, has guaranteed the annual level of energy and operations savings to be achieved as a result of the installation and operation of the Equipment and provision of services provided for in this Agreement as specified in Schedule P and in accordance with the Savings Calculation Formula as set forth in Schedule G. The Energy Savings Guarantee is set forth in annual increments for the term of the Agreement as specified in Schedule O and has been structured by the ESCO so as to be sufficient in each year to cover the amortized cost of the ECM's implemented.

SECTION 3.2 - ANNUAL REVIEW AND REIMBURSEMENT/RECONCILIATION

If at the end of every twelve (12) months following the commencement of any given project specified in Schedule A, the ESCO has failed to achieve the annual Energy Savings Guarantee specified for that project in Schedule D, the ESCO will pay SBBC within forty-five (45) days the difference between the annual amount guaranteed and the amount of actual Utility and Energy Savings achieved by the project in accordance with Schedules D and G. The ESCO shall remit such payments to SBBC within forty-five (45) days. In the event that the reconciliation between the annual amount guaranteed and the amount of actual Utility and Energy Savings achieved by the Project reveals an excess in energy cost savings, such excess savings shall not be used to cover potential energy savings cost savings shortages in subsequent contract years.

**ENERGIZING THE
LEARNING ENVIRONMENT**

**SCHOOL BOARD OF
BROWARD COUNTY**

&

JOHNSON CONTROLS, INC.

**ENERGY MANAGEMENT PERFORMANCE
CONTRACTING SERVICES**

RFP NO. 98-379V

*HVAC SERVICE PACKAGE
Related to Energy Savings*

PARTICIPATING SCHOOLS:

**Atlantic Technical Center
Coral Springs High School
Forest Glen Middle School
Hunt Elementary School
Charles Drew Elementary School
Forest Hills Elementary School
Coral Park Elementary School
Park Springs Elementary School**