

Lolalisa D. King  
2450 Louisiana Street  
#400-233  
Houston, TX 77006

1-5-2010  
AGENDA 19

## **T R A N S M I T T A L   L E T T E R**

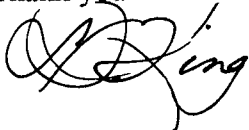
Date: Monday, December 28, 2009

Commissioner Grady Prestage  
c/o Ms. Brenda Patton, Executive Assistant  
Fort Bend County Precinct 2  
303 Texas Parkway  
Missouri City , Texas 77459

Re: EECBG Consulting Agreement for Lolalisa D. King

Attached are two signed originals for Ms. Mary E. Reveles as requested. Also attached is one signed original for your office.

Thank you



STATE OF TEXAS

COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**AGREEMENT FOR PROFESSIONAL  
ENERGY EFFICIENCY TECHNICAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter "County," and Lolalisa D. King, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional Technical Consulting/Project Coordination services, hereinafter referred to as the "Project;" and,

WHEREAS, Contractor represents that she is qualified and desires to perform such services; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I  
SCOPE OF AGREEMENT

Contractor agrees to perform the task of providing technical guidance and administrative oversight in cooperation with County personnel on the implementation and administration of the Energy Efficiency and Conservation Block Grant Program (hereinafter "EECBG") to ensure proper execution of the projects under the terms of the Recovery Act Energy Efficiency and Conservation Block Grant. Contractor services associated with the EECBG Enhance Fort Bend Program includes successful implementation of the projects and activities designed to reduce energy consumption and increase energy efficiency through improvements in county buildings, transportation and other County projects. Contractor shall coordinate and assist County personnel with any procurement or contracts necessary for implementation of the activities outlined in the EECBG. Contractor shall manage in a timely manner the reporting and documentation requirements for compliance under the terms of the EECBG as stated herein and for having rendered such services, County agrees to pay to Contractor compensation as stated herein.

## SECTION II CHARACTER AND EXTENT OF SERVICES

- 2.01 Contractor shall provide the technical consulting required for County's compliance of the terms and conditions of the EEGBG Statement Project Objectives as attached and referred to in Exhibit A.
- 2.02 Contractor agrees to perform and complete the services called for in this Agreement for a term of thirty six (36) months from the effective date of this Agreement.
- 2.03 This Agreement shall become effective upon execution of the last party and shall terminate on or before December 31, 2012.
- 2.04 Contractor shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by consultants in similar projects. Contractor shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.
- 2.05 Contractor shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Contractor will promptly inform County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.
- 2.06 At the request of County, Contractor shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project.
- 2.07 If requested by County, or on its behalf, Contractor shall prepare such exhibits and plans as may be requested for all hearings and/or meetings related to the Project and, further, it shall prepare for and appear at conferences at the office of the County.

## SECTION III CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed \$306,818.00, including all travel expenses and reimbursable expenses, if any.
- 3.02 Contractor shall submit monthly invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.
- 3.04 Contractor's fees shall be calculated at a rate not to exceed the amount stated in Exhibit B, incorporated by reference herein as if set-forth verbatim.

## SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to the Contractor.

- 4.02 Upon receipt of such notice, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files, reports, documents, and/or specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

## SECTION V INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to Contractor's commencement of services under this Agreement. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

## SECTION VI NOTICE

- 6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.
- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
  - A. If to Contractor:  
Lolalisa D. King .  
2450 Louisiana Street, # 400-233  
Houston, Texas 77006
  - B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg TX 77471

Don Brady, Facilities Management/Planning Director  
Fort Bend County  
301 Jackson  
Richmond, Texas 77469

- 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VII LIMIT OF APPROPRIATION

- 7.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$306,818.00, including all travel expenses and reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$306,818.00

#### SECTION VIII SUCCESSORS AND ASSIGNS

- 8.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

#### SECTION IX PUBLIC CONTACT

- 9.01 Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 9.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XI  
OWNERSHIP OF DOCUMENTS

- 11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports and other documents prepared pursuant to this Agreement by the Contractor and his contractors or subcontractors (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this Agreement.
- 11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches, reports and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 11.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 11.05 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII  
INDEMNIFICATION

- 12.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 12.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.**

SECTION XIII  
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV  
MISCELLANEOUS

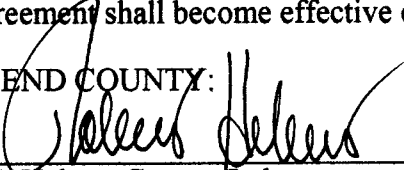
- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 Contractor shall be provided administrative office space in a County building for the duration of this Agreement, and shall have use of all facilities and resources such as telecommunication devices, copiers, computer and other resources as deemed appropriate in connection with carrying out the objectives of this Project.
- 14.05 Contractor's activities shall be directed by the Commissioners of Precinct 1 &2 and the Director of Facilities Management and Planning.

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SECTION XV  
EXECUTION

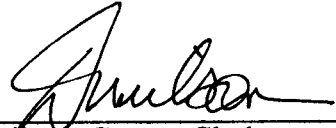
This Agreement shall become effective on the date executed by County.

FORT BEND COUNTY:


  
\_\_\_\_\_  
Robert E. Hebert, County Judge

January 5, 2010  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk  
APPROVED:

CONTRACTOR: Lolalisa D. King

  
\_\_\_\_\_  
Lolalisa D. King

12/28/2009  
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$306,818.00 to accomplish and pay the obligation of Fort Bend County under this agreement.


  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Statement of Project Objectives  
Exhibit B: Proposal from Contractor dated December 22, 2009



Exhibit A

DE-EE0000916/000  
Attachment #1

**STATEMENT OF PROJECT OBJECTIVES**

County of Fort Bend, TX

County of Fort Bend, TX Energy Efficiency and Conservation Block Grant

**A. PROJECT OBJECTIVES**

The purpose of this award is to implement the Recipient's Energy Efficiency & Conservation Strategy (EEC&S) in order to reduce fossil fuel emissions; reduce total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors, along with creating jobs.

**B. PROJECT SCOPE**

The scope for this award is the implementation of the EEC&S and all supporting documentation necessary for the proposed activities (Attached).

**C. PROJECT MANAGEMENT AND REPORTING**

Reports and deliverables will be provided in accordance with the Federal Assistance Reporting Checklist.

# EECBG Activity Worksheet

Grantee: Fort Bend County Date: 06/12/2009  
 DUNS #: 81497075 Program Contact Email: werleanneco.fort-bend.tx.us  
 Program Contact First Name: Ann Last Name: Werlein  
 Project Title: Solar Power Hot Water Retrofit County Jail  
 Activity: 6. Buildings and Facilities If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 14.00 Proposed Number of Jobs Retained: 4.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 37% (as provided by vendor)  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 527.000  
 Proposed Funds Leveraged: \$678,979.00  
 Proposed EECBG Budget: \$81,800.00  
 Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
 Project Contact First Name: Marilynn Last Name: Kindell Email: Marilynn.Kindell@ecb.fort-bend.tx.us  
 Metric Activity: Building Retrofits If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

## Renewable Energy Technologies on Government Buildings

Project #1 Solar Power Hot Water Retrofit for County Jail (Energy Efficiency and Renewable Energy Technologies Programs for Buildings)

The recently constructed facility houses 750 inmates, and currently uses 30 gallons of hot per person per day. The solar powered renewable energy technologies program will use Alternative Energy Technologies (AET) absorbers designed to collect and meet the needs of a system from 30,000 to 50,000 gallons of hot water. The system will consist of 300, 40 sq.ft. solar collectors and 5200 gallons solar hot water storage. The collectors are designed to provide 30 years of dependable service, and are projected to realize cost benefits within the first nine years, thus saving the county eight million dollars over thirty years of the systems lifespan.

**Budget:**  
 The total projected cost for this project is \$1,260,779. However only a portion of the total cost \$581,800 of this project will be funded by the EECBG Grant. The balance of this renewable energy project will be supported with local Government Capital Improvement Funds. This cost includes a feasibility study of the project.

**Schedule:**  
 This will be a contracted turn key project scheduled to be completed within three months with over site by county staff, and will create a minimum of fourteen new jobs.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*

# EECBG Activity Worksheet

Grantee: Fort Bend County Date: 06/12/2009  
DUNS #: 81497075 Program Contact Email: werleann@co.fort-bend.tx.us  
Program Contact First Name: Ann Last Name: Werlein  
Project Title: Solar Powered Security Lighting County Parks/ Facilities  
Activity: 6. Buildings and Facilities If Other: \_\_\_\_\_  
Sector: Public If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: 3.00 Proposed Number of Jobs Retained: 1.00  
Proposed Energy Saved and/or Renewable Energy Generated: 9,859,461  
Proposed GHG Emissions Reduced (CO2 Equivalents): 5,102,000  
Proposed Funds Leveraged: \$4,600.00  
Proposed EECBG Budget: 281,080.00  
Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
Project Contact First Name: Marilynn Last Name: Kindell Email: marilynn.kindell@co.fort-bend.tx.us  
Metric Activity: Industrial Process Efficiency If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

Eligible Activity: Traffic Signals and Street Lighting

Project # 2- Solar Powered Outdoor Security Lights Installed on Buildings at Parks and County Facilities

Grant Funds will be used to install and retrofit twenty eight lights with energy efficient solar panels and battery backup. Solar powered lights will be installed on County buildings. Using solar panels will save energy and the cost for laying electrical lines especially in the unincorporated areas of the county and wooded park areas. The county expects to receive an immediate return on investment by increasing the safety of our citizens and the elimination of cost associated with electrical power needed to support the exterior outdoor lighting. The retrofit installation of the Exterior Lighting upgrades will be executed as a turn key project by an outside contractor. The County had planned to install 400 watt pack lighting, however, with the availability of the EECBG the County will install solar powered lighting on County buildings.

Budget: The estimated cost to complete this project with replacement batteries is \$285,680.

Schedule: It is anticipated that this portion of the project will be completed within one year after inception.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*

# EECBG Activity Worksheet

Grantee: Fort Bend County Date: 06/12/2009  
DUNS #: 81497075 Program Contact Email: werleann@co.fort-bend.tx.us  
Program Contact First Name: Ann Last Name: Werlein  
Project Title: County Facilities Energy Efficiency Audits  
Activity: 6. Buildings and Facilities If Other: \_\_\_\_\_  
Sector: Public If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: 4.00 Proposed Number of Jobs Retained: 1.00  
Proposed Energy Saved and/or Renewable Energy Generated: 20,368,776  
Proposed GHG Emissions Reduced (CO2 Equivalents): 10,539,000  
Proposed Funds Leveraged: \$600.00  
Proposed EECBG Budget: 402,880.00  
Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
Project Contact First Name: Marilynn Last Name: Kindell Email: marilynn.kindell@co.fort-bend.tx.us  
Metric Activity: Other If Other: Energy Administrator  
Project Summary: *(limit summary to space provided)*

Eligible Activity: Residential and Commercial Building Energy Audits

Project #3: County Building Energy Efficiency Audits

This project includes the identification of building energy consumption, and deficiencies through the analysis of pass energy bills, building mechanical equipment, lighting, doors and the overall structure of the building. The buildings structure will be audited through the use of infrared camera technology to identify conditioned air leakage and insufficient insulation.

Budget: The total estimated cost for auditing all of the Counties 1.6 million sq.ft. of air conditioned office space @ .25 per sq.ft. has been calculated to be \$ 402,880.00.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*

# EECBG Activity Worksheet

Grantee: Fort Bend County Date: 06/12/2009  
DUNS #: 81497075 Program Contact Email: werleann@co.fort-bend.tx.us  
Program Contact First Name: Ann Last Name: Werlein  
Project Title: County Facilities Energy Efficiency Retrofit  
Activity: 6. Buildings and Facilities If Other: \_\_\_\_\_  
Sector: Public If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: 13.00 Proposed Number of Jobs Retained: 5.00  
Proposed Energy Saved and/or Renewable Energy Generated: 51,353,858  
Proposed GHG Emissions Reduced (CO2 Equivalents): 26,572.000  
Proposed Funds Leveraged: \$600.00  
Proposed EECBG Budget: 1,198,060.00  
Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
Project Contact First Name: Marilynn Last Name: Kindell Email: marilynn.kindell@co.fort-bend.tx.us  
Metric Activity: Building Energy Audits If Other: \_\_\_\_\_  
Project Summary: *(limit summary to space provided)*

Eligible Activity: Energy Efficiency and Conservation and Renewable Energy Technologies Programs for Buildings and Facilities

Project # 4: County Buildings Retrofit

Upon completion of the energy audits of each county building a course of action will be devised to implement building retrofits that positively impact the efficiency of each building. This includes the replacement of lighting fixtures, doors, out dated mechanical equipment, and the re-insulation of the buildings structure. Retrofitting strategies may also include the replacement of tar and gravel roof systems which increases the heat loads on the buildings HVAC systems.

Budget: The amount budgeted for retrofitting the counties buildings will be based on what is identified with the audit, age, and total number of buildings to be updated. The total estimated amount for this project is budgeted at \$1,198,660.00

Schedule: It is anticipated that the retrofitting projects will be completed within the 36 month time frame of this grant funding period.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*

# EECBG Activity Worksheet

Grantee: Fort Bend County Date: 06/12/2009  
DUNS #: 81497075 Program Contact Email: werleann@co.fort-bend.tx.us  
Program Contact First Name: Ann Last Name: Werlein  
Project Title: Energy Efficiency and Conservation Program Manager  
Activity: ☒ Buildings and Facilities #2 per request If Other: \_\_\_\_\_  
Sector: All Sectors If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: 3.00 Proposed Number of Jobs Retained: 2.00  
Proposed Energy Saved and/or Renewable Energy Generated: \_\_\_\_\_  
Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
Proposed Funds Leveraged: \$0.00  
Proposed EECBG Budget: 306,818.00  
Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
Project Contact First Name: Marilynn Last Name: Kindell Email: marilynn.kindell@co.fort-bend.tx.us  
Metric Activity: Technical Assistance If Other: Energy Administrator

Project Summary: *(limit summary to space provided)*

Eligible Activity: Technical Consultant Services

Project #5: Employ Energy Efficiency and Renewable Energy Technologies Programs Manager

In order to ensure that the identified projects and strategies are carried out according to DOE regulations and in a timely manner an Energy Efficiency and Renewable Energy Technologies Administrator/ Manager will be hired and initially fund for a two year period to provide oversight, identify partners plan the implementation of each strategy to ensure the goals and objectives are achieved, as well as monitor and maintain the capital and operational energy conservation measures of this grant. The energy manager's position will expand to address other energy related initiatives as they develop in Fort Bend County, and provide a solid managerial foundation for additional energy use reductions moving forward.

Budget: \$306,818 has been budgeted for one contractual service for a period of three years full time.

# EECBG Activity Worksheet

Grantee: Fort Bend County Date: 06/12/2009  
DUNS #: 81497075 Program Contact Email: werleann@co.fort-bend.tx.us  
Program Contact First Name: Ann Last Name: Werline  
Project Title: Propane Conversion Pilot Project  
Activity: 7. Transportation If Other: \_\_\_\_\_  
Sector: Transportation If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: \_\_\_\_\_ Proposed Number of Jobs Retained: \_\_\_\_\_  
Proposed Energy Saved and/or Renewable Energy Generated: \_\_\_\_\_  
Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
Proposed Funds Leveraged: \$1,600.00  
Proposed EECBG Budget: 36,962.00  
Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
Project Contact First Name: Marilynn Last Name: Kindell Email: marilynn.kindell@co.fort-bend.tx.us  
Metric Activity: Transportation If Other: \_\_\_\_\_  
Project Summary: *(limit summary to space provided)*

Eligible Activity: Development and Implementation of Transportation Programs

Project #6 Propane Conversion Pilot Project Precinct 1 Constable

This project will support the counties current efforts to reduce emissions through the use of propane fuel conversion of a select number of vehicles. Propane is considered a clean fuel by the Clean Air Act of 1990 and National Policy Act of 1992 and 2005, and is the third most widely available alternative fuel in the United States. The conversion of county vehicles with this fuel will reduce fuel cost with no adverse affects on vehicle operation. The county expects to realize a 20 to 25% savings in fleet fuel cost, save taxpayer dollars, and reduce vehicle maintenance costs. The proposed energy savings, and emissions reduction for this project was determined using calculations based on the activity #5 on the calculator worksheet.

Budget: The cost to retrofit approximately three existing Precinct 1 Constable vehicles is \$5,000.00 each unit for a total cost of 15,000.00 and a skid mounted fueling system, dispenser, and filter fuel line that will be installed by the manufacturer as a turnkey system for \$ 19,000. The total cost for the propane conversion is \$ 38,562.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*

## Exhibit B

Lolalisa D. King, MBA, LEED-AP  
2450 Louisiana Street  
#400-233  
Houston, TX 77006  
lking@lolalisa.com

December 22, 2009

Commissioner Grady Prestage  
Ft. Bend County, Precinct 2  
303 Texas Parkway, Suite 213  
Missouri City, Texas 77459

Re: Energy Efficiency Technical Consulting Services

Dear Commissioner Prestage:

It is an honor to present to you the following proposal for Professional Energy Efficient Consulting Services. It is the intent of this proposal to provide Technical Consulting/Project Coordination Services for Fort Bend County.

The Scope of Services shall be to perform the task of providing technical guidance and administrative oversight in cooperation with Fort Bend County personnel on the implementation and administration of the EECBG Program to ensure proper execution of the projects under the terms of the grant for a maximum of three (3) years. The Scope of Services associated with the EECBG Enhance Fort Bend Program includes successful implementation of the projects and activities designed to reduce energy consumption, and increase energy efficiency through improvements in county buildings, transportation and other county projects. The Scope also includes coordination and assistance to County personnel with any procurement or contracts necessary for implementation of the activities outlined in the grant. The Scope also includes management, in a timely manner, the reporting and documentation requirements for compliance under the terms of the grant.

Compensation for services rendered shall be for \$306,818.00 for a thirty six month period, including all travel expenses and reimbursable expenses, if any, invoiced monthly at an amount of \$8522.72 which is tied to an hourly rate of approximately \$150.00 per hour, as a benefit to the client, because of the duration and factors involved with this particular project.

Thank you for the opportunity to serve Fort Bend County.

Yours in service,

*Lolalisa D. King*

Lolalisa D. King, MBA, LEED-AP



**Lolalisa D. King, MBA, LEED-AP**  
Energy Efficiency Administrative Consultant

An accomplished leader with twenty plus years of managing the financial safety of numerous construction projects, various departments, and government entities in multiple industries and states. Woven within the tapestry of deliverables is the proven ability to produce energy efficient and environmentally sound buildings, through strategic financial planning, complemented by the Leadership in Energy & Environmental Design (LEED) requirements of the United States Green Building Council (USGBC) which directly and positively impacts fiscal margins and long-term operations and energy expenses.

**Education, Licenses & Awards**

<b>LEED-AP</b> – USGBC Accredited Professional	Nationwide accreditation
<b>MBA</b> - Finance and Investment Banking	University of Wisconsin
<b>Licensed Architect</b> , Health/Life Variable Annuities	LA, FL, SC, NC, VA
and completed/passed Series 6 exam	
<b>Certified Crown Financial Ministries Money Map Coach</b>	Nationwide
Bachelor of Architecture Degree (5-year curriculum)	Southern University
<i>Received ALA highest GPA award - Studied in Rome</i>	Baton Rouge, LA
Florida Citrus Sports 2007-2008 <b>Rookie of the Year</b>	Orlando, FL

**Additional Strengths**

Profit & Loss Accountability	Eleven yr Univ. Adjunct Professor	Energy & Environmental Design
Facility Management	Real Estate Development	Construction Management
Complex Negotiations	Contract Review	Diversity Issues & Trends
Employment Law	Strategic Planning	Long-Term Visualization
Public Speaking	Fiscal Management	Community Involvement

**Professional Accomplishments**

**Lolalisa D. King, Consultant**, is a holistic, for-profit entity, which assists individuals, companies, and government entities with thinking, behaving, investing and decision-making that creates long-term sustainability. Lolalisa provides a balanced combination of design, finance and green planning for those who wish to improve their quality of life. The LEED Certification and commissioning process knowledge is but one tool in her arsenal to help clients navigate into a better-planned built environment. Her technical background allows an in-depth and strong foundation to ensure that actual design and construction decisions are followed in an appropriate fashion within the best interest of the client. Lolalisa began her energy efficient design and administration of construction projects in 1995. She has since followed a pattern of assisting scores of agencies and businesses with creating a blueprint for financially successful projects within the built environment.

Lolalisa DeCarlo King, MBA, LEED-AP

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### **Houston Community Involvement**

Houston--AIA Chapter member, AIA Houston Architecture 2009 Home Tour docent  
Houston-area Crown Financial Ministries Money Map Coach  
Houston—United States Green Building Council Chapter member

### **Florida Community Involvement**

Orlando Technical Center Advisory Board Chair, City of Orlando Permitting & Advisory Board Member, I-4 Design Review Committee Member, Florida Citrus Sports, AIA Orlando Finance Committee, Alpha Kappa Alpha Sorority, Inc., United Arts of Central Florida, Orlando Mayor's City Academy, Leadership Orlando Class 70, Polk County Citizen's Academy, Contacts in Osceola and Seminole Counties, as well as West Palm and Brevard Counties further south. LIFEWORK Leadership class of 2007-2008

### **National Non-Profit Involvement**

Architect for Life – Corporate Member of United States Green Building Council (USGBC)  
Christian Message Through Art Board Member Secretary, YWCA Board Member, BRACC Institute Speaker, National Standing Committee Chair for Alpha Kappa Alpha Sorority, Inc., Crown Ministries Teacher and Trainer, AIA Piedmont Former President, AIA NC Former Board Member, NC SAFE

### **References**

Henry L. Thurman, Hunt Thurman & Associates – 336-357-6100  
Joe L. Dudley, Jr. – Dudley Products – 336-210-9578  
Tim Johnson, City of Orlando – 407-246-2075  
Paul Pettie, P K Design Group – 704-609-2590  
Dorothy Fontaine, Johnson Controls – 703-725-9086  
Carlton Lewis –USDA, Washington DC – 202-692-0097

**L. D. King, MBA , LEED-AP**  
*Administrative Energy Consultant*

lking@ljalisa.com  
336-339-3568

**Recent Daily Role**  
Sustainability Strategist

**Years serving at Executive Level**  
12 +

**Years in Corporate Service**  
25 +

**Education**  
MBA—Finance & Investment Banking,  
University of Wisconsin, Madison

Bachelor of Architecture, Southern  
University, Baton Rouge

Foreign Studies—Rome

**Registrations & Certifications**  
Registered Architect in North  
Carolina, South Carolina, Virginia,  
Louisiana and Florida

Life Health & Variable Annuities  
Series 6 Completion

Crown Ministries Teacher Trainer  
and Money Map Coach

Florida Citrus Sports 2008 Rookie  
of the Year Award (Volunteer)

**Affiliations**  
Orlando Tech Advisory Board Chair  
City of Orlando Permitting & Advisory  
Board Member  
I-4 Design Review Committee  
Member  
Lilework Leadership 2008 Graduate  
Class 70 Leadership Orlando Grad  
CMTA Board Member  
Crown Ministries Trainer & Teacher  
Leadership America NC graduate  
AIA Piedmont Former President  
AIANC Former Board Member  
Florida Citrus Sports Mentor  
AIA Orlando Finance Committee  
Alpha Kappa Alpha Sorority, Inc.  
United Arts of Central Florida  
Orlando Mayor's City Academy

**Knowledge Base**  
Organizational Development  
Employment Law  
Diversity Issues, Trends &  
Demographics  
Teaching, Training, Counseling

**Related Business Development and  
Marketing Strengths**  
Described as exceedingly, abundantly  
astute and relational, Ms. King has  
been touted as an individual who can  
gain one's trust within the first twenty  
minutes of conversation. Her  
authenticity complemented by a strong  
skill base and supporting teaming  
systems, allows a confidence that can  
usually win over any potential or  
existing client. She is the summary of  
talent, beauty, sharpness,  
shrewdness and grace.

**Summary of Qualifications**

L. D. King is very knowledgeable in identifying company and project goals, objectives and quality expectations, as well as developing and motivating a team to achieve such goals. She possesses an exceptional work ethic and commitment to integrity in every aspect of daily life. Systematic pursuit of feasible opportunities, development of best practices, training solidification and technological upkeep, including securing fiscally sound operational decisions, as well as exemplified operational smoothness, are all tantamount to her day-to-day stride.

**Administration**

L. D. King has an outstanding ability of effective negotiation and people skills. Her portfolio has a proven success of office practice leadership as she develops strategies relating to all aspect of the business and operations and also in solving complex issues. She is competent in handling conflict resolution throughout an organizational environment. She is knowledgeable in the importance of acceptance of total responsibility in every assigned and developed task. Her proficiency in the successful manor in which she handles a variety of people, tasks, projects, and company priorities is phenomenal. She remains successful in defining, developing and monitoring budgets, schedules, manpower needs, standards, systems and procedures for effective and efficient organizational operations. She is exceptional at business planning, marketing, budgeting, human resources, overhead management, cash management, as well as her understanding of accurate financial and project reporting. She is skilled in coordinating and optimizing people, resources, markets and gliding through tough administrative issues.

**History**

She knew early in her career that she needed to understand the financial arena for ultimate business success. Therefore, upon completing a Baccalaureate degree, she went on to be graduated from the University of Wisconsin at Madison with an MBA in finance and Investment Banking.

At one of the largest architectural-engineering firms in the southeastern United States, she made her mark by establishing a benchmark for dealing with colleagues, clients and contractors. She used her technical expertise and business savvy to negotiate the best deals, assist with client leasing agreements and conduct the most productive meetings. She had a gift for offering calm in the most difficult settings. She has been touted as a mediation guru.

She later increased profitability and efficiency for a division of an international hair care and cosmetics company. After hitting record performance highs with her finance background, she returned to her roots to begin her own regional architectural practice, eventually covering five southeastern states for eleven plus years. She was recruited from her North Carolina base to lead the Florida operations of a thirty-year old organization as VP of Operations.

While serving as VP of Operations, 2008 involved on-going volunteering with the Florida Citrus Sports organization providing multiple procedures and processes deliverables. Little to her knowledge, she was being watched. L. D. King was awarded the Florida Citrus Sports 2008 Rookie of the Year Award for outstanding volunteer service as a new member of the organization.

**Recent Areas of Service**

As Director of Operations & Administration for a consulting firm on Houston, TX, she was more recently responsible for the overall development and success of the business platform by offering strategic guidance for efficient processes and systems in every arena of the company.

**Energy Efficient Consulting**

The LEED-AP status awarded by the USGBC adds perfectly to her current arsenal of talent offered. L. D. King's technical background, complemented by her construction and procurement experience, allows optimum leadership, administrative guidance and fiscal oversight of multiple energy-efficient projects. She has historically been able to successfully incorporate her multi-level skill set to both the public and private sector. She looks forward to the opportunity to serve in excellence in all that she administers and delivers.