BY HARD COPY/EMAIL TO SERVICE LIST

Mr. Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

Re: Petition of the Towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Eastham, Edgartown, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, Wellfleet, West Tisbury, and Yarmouth for Approval of Adjusted 2017 Energy Efficiency Surcharges (DPU 16-177)

Dear Secretary Marini:

The following is offered in response to the Department’s November 30 request for comments in the subject proceeding, through which 21 towns that independently chose to aggregate and subsequently decided to act together through the Cape Light Compact (CLC) inter-municipal (IMA) agreement seek approval to increase the 2017 energy efficiency surcharge (EES) to be imposed on ratepayers across Cape Cod and Martha’s Vineyard as of January 1, 2017.

Filings to 16-177 from the CLC municipal aggregation, as administered by Barnstable County and represented by BCK Law, identify several factors underlying the proposed 2017 EES increases relative to 2016-18 energy efficiency plan budgets approved by the CLC Governing Board and the Department. Changes to funding by source, expenditure by sector, and demand response offering by sector and by state review authority are detailed, while increases in overhead costs and employee-related liabilities are neither detailed nor quantified. In total, EES adjustments are projected to increase 2017 electric bills for local residential, commercial, and industrial consumers by more than $5 million, relative to the approved EES.

I begin with commendation to the Department for making Information Request DPU 1-3, giving Barnstable County employee and CLC administrator Margaret A. Downey the chance to revisit sworn testimony, taken by BCK Law on November 29, representing that the Massachusetts Energy Efficiency Advisory Council had at its October 19 meeting heard a presentation about and reviewed significant changes to CLC demand response programs that underlie to some unknown extent proposed 2017 EES increases.

Several additional issues regarding representation merit inquiry in 16-177 given (1) the ongoing separation of the CLC aggregation from Barnstable County as reported in recent newspaper articles; and (2) the ongoing concerns—raised within and outside of DPU 14-69 by citizens, the County Assembly of Delegates, the Attorney General’s Office, and the Inspector General—regarding unlawful operation and ratepayer inequity through the CLC aggregation as administered by the County. During 16-177, the Department should investigate these questions:

• Does the Department have the authority to approve a more than $5 million increase in 2017 EES collections that would be imposed through the CLC aggregation but was not approved by the CLC Governing Board nor authorized by the individual aggregating towns?

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1 See, for example, “County Commissioners Sign Agreement to Break With Cape Light Compact,” Cape Cod Times (December 16, 2016).


- How much of the proposed additional 2017 EES collections are intended to offset long-term employee-related liabilities accrued by Barnstable County for CLC administration?

- Will 100% of this amount be used to offset liabilities specific to job tasks performed by County employees in support of CLC efficiency programs (not for power supply or general administration), and will EES collections by sector be proportional to liabilities by sector?

- Are proposed adjustments to the 2017 EES driven by the statutory mandate of procuring all cost-effective energy efficiency or the legal, financial, and temporal challenges relating to historical CLC administration through the County and the need for a new fiscal agent?

As context underlying these questions, please note the following:

- In a September 13 legal memorandum (Attachment A) prepared for new Barnstable County administrator Jack Yunits and the County Commissioners, counsel Robert Troy concluded that the "Administrative Services Agreement" (ASA) under which the County has acted as fiscal agent and provided other services to the CLC aggregation since 2000 does not comport with MGL 40:4A nor the County Charter, largely because the CLC aggregation is an IMA not an independent organization and thus has no lawful ability to sign contracts, make regulatory filings, have employees, etc. Regardless, CLC administrator Downey executed a December 6 power supply agreement estimated to be worth more than $80 million annually.

- At the November 9 meeting of the CLC Governing Board, findings from the audit of the 2015 financial statements of the CLC aggregation were reviewed, documenting a total long-term employee-related liability of $3,108,635 accrued by the County for CLC administration, including $2,523,604 charged to the CLC aggregation during 2015. Later, County employee and CLC administrator Downey began a presentation on her adjustments to the 2017 EES and on changes to the overall 2017 CLC energy efficiency program budget. With some consternation, a CLC board member questioned the need for a presentation in that proposed EES increases had already been set and filed with DPU, without board review or approval. According to draft meeting minutes, "the 2017 budget is increasing by almost $2.7 million mostly due to increased liabilities reflected through the audit."

- On December 14, the County Commissioners executed a "Termination and Transition" agreement (Attachment B) voiding the ASA in place since 2000 but allowing continued provision of certain services through June 30, 2017 (and by extension through December 31, 2017) while the CLC aggregation looks for a new home. The new agreement, signed by the CLC Board’s President, indemnifies the County of responsibility for funding employee-related liabilities accrued by the County for administration of the CLC aggregation.

Please pursue the questions above on behalf of Cape and Vineyard ratepayers and taxpayers.

Sincerely,

Chris Powicki
2042 Main Street
Brewster, MA 02631

cc: Attorney General Maura Healey (c/o Rebecca Tepper & Melissa Hofer, AGO); Inspector General Glenn Cunha (c/o Neil Cohen, OIG); Energy Efficiency Advisory Council
Memo

To: Jack Yunits, County Administrator
From: Robert S. Troy, County Counsel
Date: September 13, 2016
Re: Cape Light Compact

The Cape Light Compact has proposed a revision of a 2000 "Administrative Services Agreement" that was agreed to by Barnstable County. Analysis of the proposed revision raises serious concerns that must be addressed by both organizations. While the Cape Light Compact and the County can work cooperatively to address these issues, the proposed revision of the current document is fraught with problems that must be analyzed before decisions are made by the respective parties as to how to move forward.

This Memorandum addresses the myriad of issues that have developed between the Cape Light Compact and Barnstable County since the inception of an Inter-Governmental Agreement between Barnstable and Dukes Counties and all of the twenty-one municipalities that comprise these two Massachusetts Counties. In order to properly ascertain what is required to address the issues regarding the modification of the current "Administrative Services Agreement," some fundamental starting points need to be highlighted.
First, Barnstable County is governed by its Charter (hereinafter "Charter"), and to the extent that the provisions of the Charter are consistent, by its Administrative Code.

Second, the Cape Light Compact is currently governed by its Sixth Amended and Restated Inter-Governmental Agreement of the Cape Light Compact, dated November 18, 2015 (Hereinafter, "IGA"). The sole authority supporting the IGA is the legislature enactment fund in M.G.L. Chapter 40, Section 4A.

Third, to the extent that the Charter and the IGA conflict, the provisions of the Charter supersede and nullify the terms of the IGA.

**ANALYSIS**

These precepts guide us to the following conclusions:

1) The Barnstable County Charter and the Administrative Code of Barnstable County do not recognize the Cape Light Compact (hereinafter "CLC") as a Department of Barnstable County.

2) Barnstable County is authorized to enter into the IGA pursuant to Sections 1-5 and 1-6 of the County Charter as well as M.G.L. Chapter 40, Section 4A. Moreover, Section 1-5 of the Charter authorizes the County to enter into agreements with other governmental units and to become "the agent for any other unit or units of government... in the performance of any and all functions, services, activates and undertaking for which the contracting unit determines to employ the county as its agent."

3) CLC is not organized as a distinct corporation but exists solely as a result of contractual agreements between its constituent parts. CLC has not Federal or state corporate status.

4) CLC does not have a Federal Tax Identification Number.

5) CLC's authority to enter into contracts is ambiguous.
6) The Legislature has not recognized CLC in any legislative enactment.

7) Barnstable County has acted as the "Fiscal Agent" for CLC as a result of an Agreement executed by the County Commissioners and CLC in April of 2002.

8) CLC has proposed a "First Amended and Restated Administrative Services Agreement between Barnstable County and Cape Light Compact" that includes additional provisions relating to employee benefits and liabilities related to CLC's operations and a plethora of other issues.

9) Although Barnstable County's current role is purportedly limited to acting as the "Fiscal Agent" for CLC, it currently includes the employees of CLC as County employees for employee benefits and retirement purposes.

These conclusions require that CLC act to clarify its legal status and bring the organization into compliance with federal and state law. Some, although not all, of potential remedies include:

1) CLC could seek to amend its IGA and subsequently seek to become a Department of Barnstable County through the Ordinance process under the Barnstable County Charter. Section 6-2 of the Barnstable County Charter establishes guidelines for circumstances where "Any unit of local government may contract with the Cape Cod regional government to provide for any local service function which the unit of local government is authorized to perform, provided that such contract shall first be ratified or approved by the legislative body of such unit of local government." Section 6-3 of the Charter provides that "Whenever two or more units of local government in Barnstable county shall determine, by the adoption of substantially similar resolutions of their legislative bodies, that the operations, procedures or functions of such units can more effectively and efficiently be exercised or provided as a consolidated activity performed by a single office or agency in which to consolidate any or all of the operations,
procedures, functions performed or carried out by such individual offices or agencies.”

2) CLC could seek legislative approval for recognition as a regional entity providing specific services; and subsequently seek recognition as a distinct governmental entity under state health and retirement agencies as well as seek its own federal tax ID.

The terms of Chapter 40, Section 4A require that any IGA created under its authority enable a governmental entity or more than one governmental entity to carry out "operations, procedures or functions" that a governmental entity is "authorized to perform." Since the County Charter expressly provides for implementation of regional services and includes authorization for the County to act as a "Fiscal Agent," the County appears to be an appropriate vehicle for CLC. This decision, however, is within the authority of CLC’s governing board and the County Commissioners and I defer to these bodies the decision as to how to proceed.

**DISCUSSION**

Analysis of the Proposed "First Amended and Restated" Administrative Services Agreement contrasted with its April 5, 2000 predecessor reveals a startlingly different document. The original document includes a list of services that the Compact could lawfully seek under the IGA and the County could properly grant under the provisions of its Charter. The proposed document’s scope far exceeds its predecessor, ostensibly proposing the CLC reimburse the County for costs related to various federal and state regulations governing health insurance, retirement eligibility and employee unemployment, retirement and OPEB liability and various other issues. These issues could be successfully negotiated by the County and CLC but only after CLC clarifies its relationship with the County.

This requires analysis of MGL Chapter 40, Section 4A. This statute, which is the predicate of an IGA, confers authority on governmental units to "enter into an agreement with another governmental unit to perform jointly or for that unit’s services,
activities or undertakings which any of the contracting units is authorized by law to perform..." (Italics added). The statute proceeds to enumerate the requirements on an IGA: "All agreements put into effect under this section shall provide sufficient safeguards for all participants, including, but not limited to: Accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the performance of regular audits of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds.

A review of the Proposed Agreement against the initial statutory requirements of MGL Chapter 40, Section 4A requires the conclusion that the Proposed Document does not comport with Legislative mandates. Each criteria should be analyzed:

1) "Accurate and comprehensive records of services performed." This task should be the responsibility of CLC and it should be reflected in the any agreement with the County.

2) "Costs incurred." This too, should be recorded as a responsibility of CLC in the any agreement with the County.

3) "Reimbursements and contributions received." Similarly, any agreement between CLC and the County should include a provision requiring CLC to transmit this information to the County.

4) "Performance of regular audits" should be required in any agreement and in a form satisfactory to the County Director of Finance.

5) "Performance Bonds" similarly should be included in any agreement and in amounts satisfactory to the County Director of Finance.

The statute provides additional requirements for an IGA: "The agreement shall also require that periodic financial statements be issued to all participants....All bills and payrolls submitted for work
done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimated receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing any such service, activity or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units."

Analysis of this portion of MGL Chapter 40, Section 4A suggests that any Agreement under this statute include:

1) "All bills and payrolls submitted for work done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof." I interpret this obligation to fall on the CLC. In my Opinion, this statutory provision should be reflected in an Agreement between the County and CLC.

2) "Any reimbursement for or contribution toward the cost of such work shall be made at such intervals as the agreement provides." My review of the proposed Agreement does not include a provision defining the "intervals" at which time reimbursement or contribution shall be made.

3) "The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimate receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions." The
proposed Agreement does not include this provision that is required by state law.

4) "The equipment and employees of a governmental unit while engaged in performing any such service, activity, or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity, or undertaking is being performed in or for another governmental unit or units."

5) This provision of the statute that enables Intergovernmental Agreements such as the IGA establishing CLC is the most problematic in assessing the current structure of the CLC. As I read the statute, it allows qualifying governmental units to enter into contracts with other governmental units "to perform jointly or for such other unit or units, services that "any of the contracting units is authorized by law to perform." This authorization is tantamount to permitting a governmental unit to either jointly perform or delegate to another governmental unit authority to provide services, but it does not authorize the creation of an entity that is distinct from either of the governmental units. In short, this requires that CLC be a jurisdictional subordinate of one of the governmental units. The language in the proposed Agreement fails to track the statute. Indeed, the problem is more pervasive: CLC cannot act as an independent entity based on the authority in this statute. This leads to the ultimate conclusion that CLC must take steps to include itself under the aegis of Barnstable County government as a County Department (through the Ordinance process, as outlined in the Charter and through amendment of its IGA) or seek legislative approval from the General Court to seek recognition as a separate and distinct governmental entity outside the scope of MGL Chapter 40, Section 4A.
I conclude that the proposed "First Amended and the Restated Administrative Services Agreement" does not satisfy the statutory requirements of M.G.L. Chapter 40, Section 4A.

It is therefore my Opinion, the County is constrained from entering into the Proposed Agreement unless CLC initiates action to clarify its legal status. If the County and CLC's intended goal is to include CLC under the aegis of its Charter, CLC must initiate action in some manner similar to those suggested herein. Otherwise, CLC must seek legislative approval for its functions as the current configuration appears to be outside of the requirements of MGL Chapter 40, Section 4A.

If you have any questions, please do not hesitate to contact me.

Thank you.

RST:geo
Cc: County Commissioners
     Finance Director
TERMINATION AND TRANSITION AGREEMENT BETWEEN BARNSTABLE COUNTY AND THE CAPE LIGHT COMPACT

SECTION I. PREAMBLE

This Transition Agreement ("Agreement") is entered into between Barnstable County ("the County") and the Cape Light Compact ("Compact") and effective as of December 1, 2016 (the "Effective Date"). The County and the Compact are parties to that certain Administrative Services Agreement dated April 10, 2000 (the "ASA"), which governs the terms and conditions by which the County provides certain financial and administrative services to the Compact. The purpose of this Agreement is to terminate the ASA and allow for the Compact’s orderly transition to a new fiscal agent, under the terms specified below.

Within this document, the term "party" refers to the County or the Compact and the term "parties" refers to the County and the Compact.

SECTION II. INTERPRETATION

This Agreement is not intended to expand upon or alter any authority that the Compact has under the Sixth Amended and Restated Inter-Governmental Agreement of the Cape Light Compact" dated November 18, 2015 ("Inter-Governmental Agreement"), as amended from time to time, or any successor Inter-Governmental Agreement, nor expand upon or alter any authority that the County has under the Barnstable County Charter ("Charter"), St. 1988, ch. 163 or any successor Charter.

This Agreement is entered into pursuant to G.L. c. 40, §4A, the Inter-Governmental Agreement and Sections 1-5 and 1-6(g) of the Barnstable County Charter.

SECTION III. TERMINATION OF THE ASA

In accordance with Section VII (C) of the ASA, the parties hereby mutually agree to terminate the ASA upon the Effective Date of this Agreement. Notwithstanding the termination of the ASA, any provision of the ASA which, by its terms, survives the termination of the ASA, is not intended to be altered or impaired by means of this Agreement.

SECTION IV. TERM OF AGREEMENT, TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of the Effective Date, and shall continue in effect until June 30, 2017, unless earlier terminated in accordance with its terms (the "Term"). The Compact and County may elect to extend this Agreement until December 31, 2017, provided that the Compact furnish written notice, with a written Separation Plan, approved by the Compact, to the County no later than April 1, 2017 of its desire to extend the Term and the parties shall use good faith efforts to execute a mutual written agreement for extension no later than May 1, 2017. Any extension to this Agreement to a term beyond June 30, 2017 that includes
the utilization of property owned by Barnstable County must be approved by the Assembly of Delegates and the County Commissioners through the Ordinance provisions of the Barnstable County Charter.

B. In the event the Compact intends to transition to a new fiscal agent earlier than the expiration of the Term of this Agreement, the Compact may terminate this Agreement upon at least sixty (60) days prior written notice to the County.

C. This Agreement may only be amended or modified by a written instrument signed by both parties.

SECTION V. COUNTY AS FISCAL ADMINISTRATOR DURING TRANSITION

A. The parties agree that the County will continue to act as fiscal administrator for the Compact for the Term of this Agreement. The County will set up one or more accounts ("Accounts") as directed by the County Director of Finance to hold any funds which may be due or owing to the Compact or its members (whether in the nature of payment, grants, financial contributions, or otherwise), provided, however, that the County shall segregate those funds from all other funds that it controls or maintains and shall hold those funds solely for the benefit of the Compact. For these purposes, the County shall act only as fiscal administrator for the Compact, and shall not gain any right or title to such funds. Interest earned thereon shall accrue to the benefit of the Compact. The Compact agrees that, whenever necessary to carry out the intent of this Agreement, it shall instruct third parties to direct their payments due and owing to the Compact to the Accounts. The banking costs or fees for the maintenance of said Accounts, if any, shall be deducted from funds in the Accounts.

B. At the direction of the Compact, the County will draw upon or otherwise expend any of the funds in any of the Accounts to make payments on bills, debts and obligations of the Compact, provided that sufficient funds are available in the Accounts as determined by the County Director of Finance. The County will not draw upon such funds without the consent of or direction from the Compact (other than to deduct costs or fees associated with the Accounts). In no event will the County be required to provide funding to cover any shortfall of funds in the Accounts, unless such shortfall is due to mistake or negligence of the County in the maintenance of the Accounts.

C. The County shall provide the Compact with an accounting of the funds in the Accounts on a periodic basis, and as reasonably determined by the County Director of Finance. All books and records of the County relating to the fiscal administration services provided to the Compact under this Agreement shall be available to the Compact for inspection. The County shall include a review of the Compact's Accounts in its annual audit, as determined by the County's auditor. The Compact shall also undertake its own independent annual audit.

D. Nothing in this Agreement shall be interpreted to limit the fiduciary responsibility and authority of the County Treasurer under Massachusetts General Laws, or local laws and ordinances.
E. The Compact and the County will use commercially reasonable efforts to ensure the proper transition of funds from the Accounts to any new fiscal administrator for the Compact.

SECTION VI. ADDITIONAL SERVICES

A. Upon reasonable request by the Compact, the County may provide administrative services necessary for procuring goods and services on behalf of the Compact. The County, in its sole discretion, may designate one or more of its employees to serve as staff for the Compact and to provide the services set forth in this Agreement. The parties agree that such purchase of goods and services for the Compact shall comply with the County’s procurement process and applicable procurement laws. The Compact shall have the right to review and approve all requests for proposals, invitations for bids or other solicitations issued by the County on behalf of the Compact.

B. Nothing in this section shall be interpreted to limit the ability of the Compact to conduct its own procurements.

C. The County will continue to provide the Compact with office space, information technology support and other services for fiscal year 2017 (July 1, 2016 through June 30, 2017) for the mutually agreed upon price set forth in Exhibit A.

D. During the Term of this Agreement, the County shall provide payroll management and health, retirement and related benefits management for the Compact’s employees. The Compact will be responsible for the reasonable and documented costs and expenses associated with County staff costs for payroll maintenance (initial hiring and ongoing employee payroll related changes) and accounts payable services for payment of the Compact’s bills (including County staff time for Compact vendor maintenance, warrant process and purchase order maintenance) as set forth in Exhibit A. The Compact will also be responsible for the following documented costs associated with the Compact’s employees: (i) Barnstable County Retirement Assessment for the current year as determined from the County’s September 30, 2016 salary report and the future liability for retired employees as determined by an actuary’s review and calculation; (ii) other post-employment benefits (the cost of the present and future liability for health insurance of the retired employees of the Compact as determined by an actuary’s review and calculation; (iii) gross payroll costs, Medicare, unemployment health insurance, reporting and staff time (including fringes); and (iv) all unemployment claims of Compact employees. In furtherance of the foregoing, the County and the Compact may enter into separate agreements to document the services provided by the County and the timing and terms of the reimbursement provided by the Compact, including, but not limited to, an agreement to document the services and unfunded and future liabilities related to retirement and related benefits management for the Compact’s employees. The Compact hereby agrees to indemnify the County for any and all liabilities related to Compact employees and retirees and Compact operations, including but not limited to, unemployment expenses, workman’s compensation, annual Barnstable County retirement assessments for current Compact employees and retirees, and unfunded liability for retirement costs along with any other present and future liability for other post-employment benefits (OPEB) in accordance with Massachusetts General Law Chapter 40, Section 4A.
SECTION VII. NOTICES

All notices and other communications required by this Agreement or which are necessary in carrying out the terms of this Agreement shall be made:

To the County:

County Administrator
Superior Courthouse
Barnstable, MA 02630

To the Compact:

Cape Light Compact
Attention: Compact Administrator
3195 Main Street
Open Cape Building
Barnstable, MA 02630

Either party may specify a different address by sending notice as provided in this section.

SECTION VIII. INDEMNIFICATION

In addition to the specific indemnification provisions of this Agreement, the Compact will indemnify, hold harmless and defend the County, and its officers and employees (“Indemnitees”) from and against any and all claims, demands, liabilities, damages, costs or expenses, including, without limitation, attorneys' fees, incurred by or made against Indemnitees as a result of the County's serving as the Compact's fiscal agent. The Compact shall not be obligated to indemnify the Indemnitees to the extent such claims, demands, liabilities, damages, costs or expenses result from the actions or omissions or negligence of an Indemnitee.

Notwithstanding the foregoing, the Compact waives any and all claims against the County with respect to the County’s obligations under this Agreement, including, but not limited to, its role and responsibilities as Fiscal Agent for the Compact and any duties related thereto.

SECTION IX. MISCELLANEOUS

A. This Agreement shall be deemed the collective work-product of the parties hereto, and shall not be construed against either party by reason thereof.

B. This Agreement is entered into under the authority set forth in G.L. c. 40, §4A. The County shall keep accurate and comprehensive records of the services performed for the Compact under this Agreement, its costs incurred, and reimbursements and contributions received and shall comply with all other applicable provisions of G.L. c. 40, §4A and applicable guidance from the Massachusetts Department of Revenue.
C. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement.

Signed this ___ day of______________, 2016 by the Barnstable County Commissioners:

_________________________  ________________________  ______________________
Name:  ______________________  Vice Chair  Commissioner
Chair

Signed this ___ day of______________, 2016 by the Cape Light Compact:

_________________________
Joyce Flynn

/  

Chair
EXHIBIT A

Fiscal Year 2017 Cost Invoiced to Compact for Barnstable County for Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
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<tr>
<td>IT County Support</td>
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<tr>
<td>Finance County Support</td>
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<tr>
<td>Rent County</td>
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<tr>
<td>Custodial/Maintenance County</td>
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<tr>
<td>Utilities County</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Public Officials Insurance County</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

TOTAL Cost to be Invoiced: $178,374.00

The Compact shall also be responsible for all other administrative expenses associated with the Compact’s use of County services (including phone, internet, office supplies, and other related services).