

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

3A-3

AGENDA ITEM SUMMARY

Meeting Date: May 4, 2010 [ X ] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department: County Administration  
Submitted By: County Administration  
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Modification No. 001 to the United States Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG) Program Assistance Agreement totaling \$6,587,600; and
- B) a Budget Transfer of \$200,000 in the Energy Efficiency and Conservation Block Grant fund to reallocate funding between the Competitive Grants for Governmental Organizations and the Revolving Loan Program for Energy Efficiency and Conservation Projects for businesses.

**Summary:** On October 20, 2009, the Palm Beach County Board of County Commissioners (BCC) approved the United States Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program Assistance Agreement totaling \$6,587,600 (R2009-1743) for the following project activities: Water Utilities Department's (WUD) Digester Biomass Gasification project at the Southern Region Water Reclamation Facility (\$1.2 million), Facilities Development & Operations (FDO) Dept.'s HVAC for the Emergency Operations Center (\$1.5 million), Parks and Recreation Dept.'s Green Generation Lighting at John Prince, Okeeheelee and Lake Lytal Parks (\$1,125,000), Engineering's Traffic Signal Synchronization for four (4) streets (\$200,000), FDO's Solar Power for Agricultural/Mounts Complex (\$175,000), Economic Development Office's Energy Efficiency/Conservation Competitive Grants for Governmental Organizations (\$650,000), and Revolving Loan Fund (\$900,000) and Equity Seed Capital Program (\$400,000) for emerging Green Technology Companies and Energy Efficiency Projects for Businesses and Administration costs (\$437,600). However, during the review process, the DOE did not approve the Equity Seed Capital Program (\$400,000) and approved the redistribution of \$200,000 to the Competitive Grants for Governmental Organizations for a total of \$850,000 and \$200,000 to the Revolving Loan Program for Energy Efficiency Projects for Businesses for a total of \$1.1 million. These changes are reflected in the modified Assistance Agreement. **These are Federal funds that require no local matching funds.** Countywide (DW)

**Background:** The Recovery Act's purposes are to stimulate the economy and create and retain jobs. The DOE states that the purpose of the EECBG Program is to assist eligible entities in creating and implementing strategies to reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; reduces the total energy use of the eligible entities; and improves energy efficiency in the building sector, the transportation sector and other appropriate sectors. The American Recovery and Reinvestment Act of 2009, Public Law 11-5, appropriated funding for the DOE to issue/award formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the EECBG Program. Funds awarded must be obligated/committed within an 18-month period and expended within 36 months. All purchases are to be guided by the Buy American Act and all laborers and mechanics on construction projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). For purchases of equipment, only the portion of the project utilizing EECBG funds must adhere to the Davis Bacon Act.

**Attachments:**

- 1. U.S. Department of Energy EECBG Assistance Agreement Modification 001
- 2. Budget Transfer

Recommended by: [Signature] 4-22-2010  
Economic Development Director Date  
Approved by: [Signature] 4-26-10  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years           | <u>2010</u>            | <u>2011</u>  | <u>2012</u>  | <u>2013</u>  | <u>2014</u>  |
|------------------------|------------------------|--------------|--------------|--------------|--------------|
| Capital Expenditures   | <u>0</u>               | <u>0</u>     | <u>0</u>     | <u>0</u>     | <u>0</u>     |
| Operating Costs        | <u>0</u>               | <u>0</u>     | <u>0</u>     | <u>0</u>     | <u>0</u>     |
| External Revenues      | <u>0</u>               | <u>0</u>     | <u>0</u>     | <u>0</u>     | <u>0</u>     |
| Program Income (PBC)   | <u>0</u>               | <u>0</u>     | <u>0</u>     | <u>0</u>     | <u>0</u>     |
| In-Kind Match (PBC)    | <u>0</u>               | <u>0</u>     | <u>0</u>     | <u>0</u>     | <u>0</u>     |
| <br>NET FISCAL IMPACT  | <br><u>* See Below</u> | <u>=====</u> | <u>=====</u> | <u>=====</u> | <u>=====</u> |
| # ADDITIONAL FTE       |                        |              |              |              |              |
| POSITIONS (Cumulative) |                        |              |              |              |              |

Is Item Included In Current Budget? Yes \_\_\_\_\_ No ✓

Budget Account No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

- There is no additional fiscal impact resulting from the modifications of this Agreement.

**C. Departmental Fiscal Review:** Beard

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

No fiscal impact  
N. Gray 4/27/10  
 OFMB  
 s.d. 4/24/10 mcb 4/26/10  
 4/26/10

Dr. J. Jacobson 4/28/10  
 Contract Development and Control  
 E. J. 4/28/10

**B. Legal Sufficiency:**

[Signature] 4/29/10  
 Sr. Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**ASSISTANCE AGREEMENT**

|  |   |   |   |  |
|--|---|---|---|--|
| <b>1. Award No.</b><br>E-REC000793   |   | <b>2. Modification No.</b><br>001   | <b>3. Effective Date</b><br>08/31/2009                            | <b>4. CFDA No.</b><br>81.128   |
| <b>6. Awarded To</b><br>COUNTY OF, PALM BEACH<br>Attn: SHANNON RAMSEY-CHESSMAN<br>P.O. BOX 4036<br>WEST PALM BEACH FL 334024036                              |   | <b>5. Sponsoring Office</b><br>Golden Field Office<br>U.S. Department of Energy<br>Golden Field Office<br>1617 Cole Blvd.<br>Golden CO 80401        |   | <b>7. Period of Performance</b><br>08/31/2009<br>through<br>08/30/2012   |
| <b>8. Type of Agreement</b><br><input checked="" type="checkbox"/> Grant<br><input type="checkbox"/> Cooperative Agreement<br><input type="checkbox"/> Other | <b>9. Authority</b><br>PL 110-140, EISA 2007<br>PL 111-5, Recovery Act 2009 |   | <b>10. Purchase Request or Funding Document No.</b><br>10EE001215 |  |
| <b>11. Remittance Address</b><br>COUNTY OF, PALM BEACH<br>Attn: SHANNON RAMSEY-CHESSMAN<br>P.O. BOX 4036<br>WEST PALM BEACH FL 334024036                     |   | <b>12. Total Amount</b><br>Govt. Share: \$6,587,600.00<br><br>Cost Share : \$0.00<br><br>Total : \$6,587,600.00                                     |   | <b>13. Funds Obligated</b><br>This action: \$0.00<br><br>Total : \$6,587,600.00  |
| <b>14. Principal Investigator</b><br>Pamela Nolan<br>Phone: 561-355-6835   |   | <b>15. Program Manager</b><br>Kelsie M. Bell<br>Phone: 720-356-1643   |   | <b>16. Administrator</b><br>Golden Field Office<br>U.S. Department of Energy<br>Golden Field Office<br>1617 Cole Blvd.<br>Golden CO 80401-3393 |
| <b>17. Submit Payment Requests To</b>  |   | <b>18. Paying Office</b><br>OR for Golden<br>U.S. Department of Energy<br>Oak Ridge Financial Service Center<br>P.O. Box 4517<br>Oak Ridge TN 37831 |   | <b>19. Submit Reports To</b><br>See Attachment #2  |
| <b>20. Accounting and Appropriation Data</b><br>EECRG  |   |   |   |  |
| <b>21. Research Title and/or Description of Project</b><br>RECOVERY ACT: COUNTY OF PALM BEACH, FL ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT             |   |   |   |  |
| <b>22. Signature of Person Authorized to Sign</b>  |   | <b>25. Signature of Grants/Agreements Officer</b><br><br>Signature on File  |   |  |
| <b>23. Name and Title</b>  |   | <b>24. Date Signed</b>  | <b>26. Name of Officer</b><br>Billy R. Thomas                     | <b>27. Date Signed</b><br>04/01/2010   |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-EE0000793/001

PAGE OF

2 3

NAME OF OFFEROR OR CONTRACTOR

COUNTY OF, PALM BEACH

| ITEM NO<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|----------------|--|-----------------|-------------|-------------------|---------------|
|                | <p>DUNS Number: 078470481</p> <p>The purposes of this modification are to:</p> <p>1) Release additional funding in the amount of \$2,886,337; These costs consist of \$7,200 in Travel, \$2,650,000 in Contractual for Activities 1-6, and \$229,137 in Other Direct Costs;</p> <p>2) Delete and replace the Special Terms and Conditions;</p> <p>3) Delete and replace Attachment #1, Statement of Project Objectives;</p> <p>4) Delete and replace Attachment #2, Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2;</p> <p>5) Delete and replace Attachment #3, Budget Information, SF-424A;</p> <p>6) Update the DOE contacts, as shown below;</p> <p>7) Revise Description of Project as shown in Block 21;</p> <p>All other terms and conditions remain unchanged.</p> <p>Please note that Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The full allocation will be made available in ASAP through this action; however, the restrictions outlined in Provision Number 16, National Environmental Policy Act (NEPA) Requirements; Provision Number 20, Subgrants and Loans; Provision Number 21, Justification of Budget Costs; and, limit the amount that can be drawn down in ASAP. Funding drawdowns shall be made strictly in accordance with the Payment Procedures provision. Funds may NOT be drawn down to support activities or cost items that are conditioned without previously satisfying the requirements outlined in these provisions.</p> <p>DOE Award Administrator: Clay Pfrangle<br/>E-mail: Clay.pfrangle@go.doe.gov<br/>Phone: 303-275-4876</p> <p>Continued ...</p> <p>DOE Project Officer: Kelsie Bell</p> |                 |             |                   |               |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-EE0000793/001

PAGE OF

3 3

NAME OF OFFEROR OR CONTRACTOR

CITY OF, PALM BEACH

| EM NO<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|--------------|--|-----------------|-------------|-------------------|---------------|
|              | <p>E-mail: Kelsie.Bell@go.doe.gov<br/>Phone: 720-356-1643</p> <p>Recipient Business Officer: Pamela Nolan<br/>E-mail: pnolan@pbcgov.org<br/>Phone: 561-355-6835</p> <p>Recipient Principal Investigator: Pamela Nolan<br/>E-mail: pnolan@pbcgov.org<br/>Phone: 561-355-6835</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that--<br/>(A) Identifies and authenticates a particular person as the source of the electronic message;<br/>(B) Indicates such person's approval of the information contained in the electronic message;<br/>and,<br/>(C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: Yes Extent Competed: NOT AVAIL FOR COMP<br/>Davis-Bacon Act: YES<br/>Fund: 05296 Appr Year: 2009 Allottee: 31 Report<br/>Entity: 200835 Object Class: 41020 Program:<br/>1005115 Project: 2004350 WFO: 0000000 Local Use:<br/>0000000 TAS Agency: 89 TAS Account: 0331</p> |                 |             |                   |               |

**SPECIAL TERMS AND CONDITIONS**

Table of Contents

| <u>Number</u> | <u>Subject</u>   | <u>Page</u> |
|---------------|--|-------------|
| 1.            | RESOLUTION OF CONFLICTING CONDITIONS.....  | 2           |
| 2.            | AWARD AGREEMENT TERMS AND CONDITIONS.....  | 2           |
| 3.            | ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS.....   | 2           |
| 4.            | PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED<br>STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.....  | 2           |
| 5.            | CEILING ON ADMINISTRATIVE COSTS .....  | 3           |
| 6.            | LIMITATIONS ON USE OF FUNDS.....   | 3           |
| 7.            | REIMBURSABLE FRINGE BENEFIT COSTS.....   | 3           |
| 8.            | INDIRECT COSTS ARE NOT REIMBURSABLE .....  | 4           |
| 9.            | USE OF PROGRAM INCOME .....  | 4           |
| 10.           | STATEMENT OF FEDERAL STEWARDSHIP .....   | 4           |
| 11.           | SITE VISITS.....   | 4           |
| 12.           | REPORTING REQUIREMENTS.....  | 5           |
| 13.           | PUBLICATIONS .....   | 5           |
| 14.           | FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS .....   | 5           |
| 15.           | LOBBYING RESTRICTIONS .....  | 6           |
| 16.           | NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS .....  | 6           |
| 17.           | HISTORIC PRESERVATION .....  | 6           |
| 18.           | WASTE STREAM .....   | 7           |
| 19.           | DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS.....  | 7           |
| 20.           | SUBGRANTS AND LOANS.....   | 7           |
| 21.           | JUSTIFICATION OF BUDGET COSTS .....  | 8           |
| 22.           | ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED<br>ENERGY IMPROVEMENT PROGRAMS .....  | 9           |
| 23.           | SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN<br>RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009).....   | 9           |
| 24.           | REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512<br>OF THE RECOVERY ACT .....  | 14          |
| 25.           | NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT<br>AND PRODUCTS – SENSE OF CONGRESS .....   | 14          |
| 26.           | REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED<br>GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND<br>REINVESTMENT ACT OF 2009 .....  | 15          |
| 27.           | REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED<br>GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION<br>1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ..... | 18          |
| 28.           | WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY<br>ACT.....  | 22          |
| 29.           | RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF<br>EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT<br>RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS.....                                   | 22          |
| 30.           | DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY<br>STANDARD ACT.....   | 23          |

## 1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

## 2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

- a. Special Terms and Conditions.
- b. Attachments:

| Attachment Number | Title   |
|-------------------|---|
| 1.                | Statement of Project Objectives                         |
| 2.                | Federal Assistance Reporting Checklist and Instructions |
| 3.                | Budget Pages (SF 424A)                                  |
- c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- d. Application/proposal as approved by DOE.
- e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

## 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## 4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income,

rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

#### **5. CEILING ON ADMINISTRATIVE COSTS**

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

#### **6. LIMITATIONS ON USE OF FUNDS**

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

#### **7. REIMBURSABLE FRINGE BENEFIT COSTS**

- a. The Recipient is expected to manage their final negotiated project budgets, including their fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for fringe



benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.

- b. If actual allowable fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

#### **8. INDIRECT COSTS ARE NOT REIMBURSABLE**

The budget for this award does not include indirect costs. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect costs from this project be allocated to any other federally sponsored project. In addition, indirect costs shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect or fringe benefit costs.

#### **9. USE OF PROGRAM INCOME**

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

#### **10. STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

#### **11. SITE VISITS**

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## 12. REPORTING REQUIREMENTS

- a. **Requirements.** The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

## 13. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:* "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

*Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## 14. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## 15. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## 16. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include:

**Activity #1 – Digester Biogas Combined Heat Power Renewable Energy Project.**

This restriction does not preclude you from:

**Activity #2 – Palm Beach County Emergency Operation Center - HVAC Upgrades**

**Activity #3 – Recreational Sports Lighting – Green Generations Lighting**

**Activity #4 – Traffic Solar Synchronization**

**Activity #5 – Solar Power for the Agricultural Mounts Complex**

**Activity #6 – Competitive Grant Program for local Government Organizations for Retrofits**

**Activity #8 – Palm Beach County Revolving Energy Fund Program**

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

## 17. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO

and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

#### **18. WASTE STREAM**

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

#### **19. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

#### **20. SUBGRANTS AND LOANS**

- a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby

warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).

- b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
- Name of Sub-Grantee
  - DUNS Number
  - Award Amount
  - Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

- c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at <http://www.eere-pmc.energy.gov/forms.aspx>).

## 21. JUSTIFICATION OF BUDGET COSTS

- a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the Activity #2, Energy Savings Performance Contract, listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.
- b. The Recipient must provide justification for the following costs:

**Contractual Costs for Activity #2: Energy Savings Performance Contract:**

1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than \$10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and

Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

## **22. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS**

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

## **23. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

### **Preamble**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

#### Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

##### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

**C. Prohibition on Use of Funds**

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**D. Access to Records**

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

**E. Publication**

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

**Notice of Restriction on Disclosure and Use of Data**

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.



Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

**F. Protecting State and Local Government and Contractor Whistleblowers.**

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

**G. Reserved**

**H. False Claims Act**

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**I. Information in Support of Recovery Act Reporting**

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

**J. Availability of Funds**

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

**K. Additional Funding Distribution and Assurance of Appropriate Use of Funds**

**Certification by Governor –** For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

**Acceptance by State Legislature --** If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

**24. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

**25. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

\*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

**26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i)*  
Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

| Description                                | Unit of measure | Quantity | Cost (dollars)* |
|--|-----------------|----------|-----------------|
| <i>Item 1:</i>                             |                 |          |                 |
| Foreign steel, iron, or manufactured good  | _____           | _____    | _____           |
| Domestic steel, iron, or manufactured good | _____           | _____    | _____           |
| <i>Item 2:</i>                             |                 |          |                 |
| Foreign steel, iron, or manufactured good  | _____           | _____    | _____           |
| Domestic steel, iron, or manufactured good | _____           | _____    | _____           |

List name, address, telephone number, email address, and contact for suppliers surveyed.  
Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**27. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition—

*Designated country* — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods* — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good* — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in

manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured goods.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

*(b) Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.



(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;  
or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

*(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act. (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—*

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

| Description                                | Unit of measure | Quantity | Cost (dollars)* |
|--|-----------------|----------|-----------------|
| <i>Item 1:</i>                             |                 |          |                 |
| Foreign steel, iron, or manufactured good  | _____           | _____    | _____           |
| Domestic steel, iron, or manufactured good | _____           | _____    | _____           |
| <i>Item 2:</i>                             |                 |          |                 |

|   |       |       |       |
|---|-------|-------|-------|
| Foreign steel, iron, or<br>manufactured good  | _____ | _____ | _____ |
| Domestic steel, iron, or<br>manufactured good | _____ | _____ | _____ |

List name, address, telephone number, email address, and contact for suppliers surveyed.  
 Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**28. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**29. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for

Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

### **30. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT**

**Definitions:** For purposes of this provision, “Davis Bacon Act and Contract Work Hours and Safety Standards Act,” the following definitions are applicable:

(1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-

tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

**(1) Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a

part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry;  
and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every

additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction

or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls



by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the

event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**(c) Recipient Responsibilities for Davis Bacon Act**

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

**(d) Rates of Wages**

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

## **STATEMENT OF PROJECT OBJECTIVES**

County of Palm Beach, FL

County of Palm Beach, FL 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.

**U.S. Department of Energy  
FEDERAL ASSISTANCE REPORTING CHECKLIST  
AND INSTRUCTIONS**

|   |   |  |   |   |   |   |   |  |  |  |
|---|---|--|---|---|---|---|---|--|--|--|
| <b>1. Identification Number:</b><br><br>DE-EE0000793, 001   |   | <b>2. Program/Project Title:</b><br><br>County of Palm Beach, FL Energy Efficiency and Conservation Block Grant  |   |   |   |   |   |  |  |  |
| <b>3. Recipient:</b><br><br>County of Palm Beach, FL  |   |  |   |   |   |   |   |  |  |  |
| <b>4. Reporting Requirements</b>  |   | <b>Frequency</b>   | <b>No. of Copies</b>  | <b>Addressee</b>                                |   |   |   |  |  |  |
| <b>A. MANAGEMENT REPORTING</b><br><input checked="" type="checkbox"/> Progress Report<br><br><input checked="" type="checkbox"/> Special Status Report  |   | Q,M<br><br>A   | Upload 1 copy to the address in the next column<br><br>Electronic Version | WWW.PAGE.ENERGY.GOV<br>See Note 1<br>See Note 2 |   |   |   |  |  |  |
| <b>B. SCIENTIFIC/TECHNICAL REPORTING</b><br>(Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at <a href="http://www.osti.gov/etlink">www.osti.gov/etlink</a> .)<br><br><table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <b>Report/Product</b><br/> <input type="checkbox"/> Final Scientific/Technical Report<br/> <input type="checkbox"/> Conference papers/proceedings*<br/> <input type="checkbox"/> Software/Manual<br/> <input type="checkbox"/> Other (see special instructions)<br/>                     * Scientific and technical conferences only                 </td> <td style="width: 50%; border: none;"> <b>Form</b><br/>                     DOE F 241.3<br/>                     DOE F 241.3<br/>                     DOE F 241.4<br/>                     DOE F 241.3                 </td> </tr> </table>  |   | <b>Report/Product</b><br><input type="checkbox"/> Final Scientific/Technical Report<br><input type="checkbox"/> Conference papers/proceedings*<br><input type="checkbox"/> Software/Manual<br><input type="checkbox"/> Other (see special instructions)<br>* Scientific and technical conferences only | <b>Form</b><br>DOE F 241.3<br>DOE F 241.3<br>DOE F 241.4<br>DOE F 241.3   |   |   |   |   |  |  |  |
| <b>Report/Product</b><br><input type="checkbox"/> Final Scientific/Technical Report<br><input type="checkbox"/> Conference papers/proceedings*<br><input type="checkbox"/> Software/Manual<br><input type="checkbox"/> Other (see special instructions)<br>* Scientific and technical conferences only  | <b>Form</b><br>DOE F 241.3<br>DOE F 241.3<br>DOE F 241.4<br>DOE F 241.3 |  |   |   |   |   |   |  |  |  |
| <b>C. FINANCIAL REPORTING</b><br><input checked="" type="checkbox"/> SF-425, Financial Status Report  |   | Q, F   | Electronic Version  | WWW.PAGE.ENERGY.GOV                             |   |   |   |  |  |  |
| <b>D. CLOSEOUT REPORTING</b><br><input type="checkbox"/> Patent Certification<br><input checked="" type="checkbox"/> Property Certification<br><input type="checkbox"/> Other   |   | F  |   | TBD   |   |   |   |  |  |  |
| <b>E. OTHER REPORTING</b><br><input type="checkbox"/> Annual Indirect Cost Proposal<br><input type="checkbox"/> Annual Inventory of Federally Owned Property, if any<br><input checked="" type="checkbox"/> Other-See Section 5 below:  |   | A  |   | WWW.FEDERALREPORTING.GOV                        |   |   |   |  |  |  |
| <b>FREQUENCY CODES AND DUE DATES:</b><br><br><table style="width:100%; border: none;"> <tr> <td style="width: 50%;">A - Within 5 calendar days after events or as needed.</td> <td style="width: 50%;">S - Semiannually; within 30 days after end of reporting period.</td> </tr> <tr> <td>F - Final; 90 calendar days after expiration or termination of the award.</td> <td>Q - Quarterly; within 30 days after end of the reporting period.</td> </tr> <tr> <td>Y - Yearly; 90 days after the end of the reporting period.</td> <td>M - Monthly; within 30 days after the end of the reporting period.</td> </tr> </table>   |   |  |   |   | A - Within 5 calendar days after events or as needed. | S - Semiannually; within 30 days after end of reporting period. | F - Final; 90 calendar days after expiration or termination of the award. | Q - Quarterly; within 30 days after end of the reporting period. | Y - Yearly; 90 days after the end of the reporting period. | M - Monthly; within 30 days after the end of the reporting period. |
| A - Within 5 calendar days after events or as needed.   | S - Semiannually; within 30 days after end of reporting period.         |  |   |   |   |   |   |  |  |  |
| F - Final; 90 calendar days after expiration or termination of the award.   | Q - Quarterly; within 30 days after end of the reporting period.        |  |   |   |   |   |   |  |  |  |
| Y - Yearly; 90 days after the end of the reporting period.  | M - Monthly; within 30 days after the end of the reporting period.      |  |   |   |   |   |   |  |  |  |
| <b>5. Special Instructions:</b> Forms are available at <a href="https://www.eere-pmc.energy.gov/forms.aspx">https://www.eere-pmc.energy.gov/forms.aspx</a> .<br>1. The Monthly EECBG Progress Report will be due on the 30 <sup>th</sup> of the month following the month for which data is being reported. The Quarterly EECBG Progress Report will be due on the 30 <sup>th</sup> of the month following the quarter for which data is being reported. For the 3 <sup>rd</sup> month of each quarterly reporting period, both a monthly and quarterly report are due on their respective due dates. Monthly reporting will be effective beginning April 2010 with the first monthly report due May 30, 2010. See instructions at: <a href="http://www.eecbg.energy.gov/Downloads/EECBG_10-07A.pdf">http://www.eecbg.energy.gov/Downloads/EECBG_10-07A.pdf</a><br><br>2. Submit reports to the DOE Project Officer.<br><b>Other Reporting:</b><br>1. ARRA-Performance Progress Report: The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively. See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: <a href="http://www.federalreporting.gov">http://www.federalreporting.gov</a> .<br>2. Disposition of Historic Preservation Consultations by Category Report: This report shall be submitted annually on September 1. A reporting format will be forthcoming.<br><br>See Federal Assistance Reporting Instructions on following pages for more details. |   |  |   |   |   |   |   |  |  |  |



## Federal Assistance Reporting Instructions

Reporting requirements under the EECBG Program consist of the following types of reports:

### SPECIAL STATUS REPORT

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
  - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
  - b. Any significant environmental permit violation.
  - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.
  - d. Any incident which causes a significant process or hazard control system failure.
  - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
  - f. Any damage to Government-owned equipment in excess of \$50,000.
  - g. Any other incident that has the potential for high visibility in the media.

### FINANCIAL REPORTING

- FOR ALL RECIPIENTS: Submit a Quarterly Progress Report and the SF-425 Federal Financial Report. Instructions for the Quarterly Progress Report are below. The SF-425 is available at <http://www.whitehouse.gov/omb/grants/index.html>.

### CLOSEOUT REPORTING

#### Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

### EECS STRATEGY (for units of local government and Indian tribes only)

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: units of local government and Indian tribes that do not submit an Energy Efficiency and Conservation Strategy (EECS) with their application must submit one not later than one-hundred twenty (120) days after the effective date of the award. The EECS shall be a comprehensive strategy that covers, at a minimum, all items details in Attachment D as well as the following:
  - Jurisdictional area covered by plan and governing body and/or office with direct authority over plan
  - Plan implementation partners and any leverages funds from private or other public sources
  - Baseline energy use and GHG emissions inventory and forecast
  - Goals/objectives for total energy use and emissions reductions, and energy efficiency increase (including deployment of renewable technologies)
    - Goals can be qualitative

- Actions/plans/strategies and implementation schedule to meet goals
  - Actions and strategies included in the plan can be eligible activities for use of funds under EECBG as well as activities that are ineligible; comprehensive planning is encouraged. The eligible activities should be marked as such.
  - Applicants are encouraged, in particular, to include the potential impact of anticipated leveraged funds from private as well as other public sources.
- Expected outcomes and benefits of plan:
  - Jobs created and/or retained
  - Energy saved
  - Renewable energy capacity
  - GHG emissions reduced
  - Funds leveraged
- Obstacles to reaching goals and strategies to remove obstacles
- Policies and/or administrative actions adopted or needed to support actions/plans/strategies/targets/schedule
- Evaluation, monitoring and verification plan
- Plan for how activities will be sustained beyond grant period
- Plans for the use of funds by adjacent eligible units of local governments that receive grants under the program; and plans to coordinate and share information with the state in which the eligible unit of local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under this part.
- Plans for how these funds will be coordinated with leveraged funds, including other Recovery Act funds, to maximize benefits for local and regional communities.

#### ANNUAL REPORTS

- **FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES:** Submit annual reports not later than two (2) years after the effective date of this award and annually thereafter. The annual report shall describe the status of development and implementation of the energy efficiency and conservation strategy and an assessment of energy efficiency gains within the jurisdiction of the eligible unit of local government or Indian Tribe. The annual report shall also address the metrics listed below.
- **FOR STATES:** Submit annual reports not later than one (1) year after the effective date of this award and annually thereafter. The annual report will include the metrics listed below as well as:
  - The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
  - The status of the subgrant program of the state;
  - Specific energy efficiency and conservation goals of the state for subsequent calendar years; and
  - Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing; indicate which programs are supported solely by program funds, and which have other funding sources.

#### ARRA PERFORMANCE PROGRESS REPORT

*Failure to comply with this reporting requirement may result in termination of that part of the award funding by Recovery Act.*

Not later than 10 days after the end of each calendar quarter, each recipient shall submit a report to the grantor agency that contains:

- The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received from that agency;
- The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:

- Name of project or activity
  - Description of project or activity
  - Evaluation of the completion status of project or activity
  - Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DOE*
  - Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact.
  - Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).
- Compliance: As a condition of receipt of funds under this Act, no later than 180 days of enactment, all recipients shall provide the information described above.

DOE intends to append the periodic ARRA – Performance Progress Report to include reporting on the following, at a minimum:

The results of the funding provided for the EECBG Program through the American Recovery and Reinvestment Act (ARRA) will be assessed according to the following performance metrics:

- Jobs created and/or retained
- Energy (kwh/therms/gallons/BTUs/etc.) saved
- Renewable energy generated
- GHG emissions reduced
- Cost savings

The metrics described below are designed to track the accomplishments of projects funded by EECBG. States must not include results reported by direct grant recipients. Grant recipients will be presented with reporting requirements at the time they receive funding and will be expected to report their achievements in terms of the specified metrics presented below.

Grant recipients will be required to report quarterly on project expenditures, and also on specific activities and achievements, such as square feet of buildings retrofitted. These items tend to be outputs (actions taken by grant recipients) but also include some short-term outcomes (results achieved relatively soon after project outputs occur that lead toward attainment of ultimate project objectives).

**Expenditures:** Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

**Metrics Activity:** The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

#### Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

#### Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

**Clean Energy Policy**

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

**Building Energy Audits**

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

**Energy Efficiency Rating and Labeling**

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

**Government, School, Institutional Procurement**

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

**Industrial Retrofit Support**

- Number of buildings retrofitted, by Industry Type
- Square footage of buildings retrofitted, by Industry Sector

**Loans, Grants, and Incentives**

- Number and monetary value of loans given
- Number and monetary value of grants given
- Number and monetary value of incentives provided

**Incremental Cost for Efficiency and Design Elements in New Buildings**

- Number and square footage of new buildings designed, by sector
- Number and square footage of new buildings constructed, by sector

**Renewable Energy Market Development**

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

**Financial Incentives for Energy Efficiency**

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector
- Estimated impact of incentives on total investment made

**Technical Assistance**

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

**Transportation**

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

**Workshops, Training, and Education**

- Number and type of workshops, training, and education sessions held
- Number of people attending workshops, training, and education sessions

#### Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

**Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):**

#### Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

#### Job Creation/Retention

- Number
- Type
- Duration

#### Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

#### Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

#### Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

**Budget Information - Non Construction Programs**

| Section A - Budget Summary  |  | Estimated Unobligated Funds |                    | New or Revised Budget |                    | Total<br>(g) |
|---|--|-----------------------------|--------------------|-----------------------|--------------------|--------------|
| Grant Program Function or Activity<br>(a)                         | Catalog of Federal Domestic Assistance Number<br>(b) | Federal<br>(c)              | Non-Federal<br>(d) | Federal<br>(e)        | Non-Federal<br>(f) |              |
| 1. Digester Biogas Combined Heat & Power Renewable Energy Project | 81.128   | \$0                         | \$0                | \$1,200,000           | \$0                | \$1,200,000  |
| 2. Palm Beach County Emergency Operations                         | 81.128   | \$0                         | \$0                | \$1,500,000           | \$0                | \$1,500,000  |
| 3. Recreation Sports Lighting-Green Generation Lighting           | 81.128   | \$0                         | \$0                | \$1,125,000           | \$0                | \$1,125,000  |
| 4. Traffic Signal Synchronization                                 | 81.128   | \$0                         | \$0                | \$200,000             | \$0                | \$200,000    |
| 5. Solar Power for the Agricultural Mounts Complex                | 81.128   | \$0                         | \$0                | \$175,000             | \$0                | \$175,000    |

| Section B - Budget Categories          | Grant Program, Function or Activity                                |   |  |                                    |   |
|--|--|---|--|------------------------------------|---|
|  | (1) Digester Biogas Combined Heat & Power Renewable Energy Project | (2) Palm Beach County Emergency Operations Center-HVAC Upgrades | (3) Recreation Sports Lighting-Green Generation Lighting | (4) Traffic Signal Synchronization | (5) Solar Power for the Agricultural Mounts Complex |
| a. Personnel                           | \$0  | \$0   | \$0  | \$0                                | \$0   |
| b. Fringe Benefits                     | \$0  | \$0   | \$0  | \$0                                | \$0   |
| c. Travel                              | \$0  | \$0   | \$0  | \$0                                | \$0   |
| d. Equipment                           | \$0  | \$0   | \$0  | \$0                                | \$0   |
| e. Supplies                            | \$0  | \$0   | \$0  | \$0                                | \$0   |
| f. Contractual                         | \$1,200,000  | \$1,500,000   | \$1,125,000  | \$200,000                          | \$175,000   |
| g. Construction                        | \$0  | \$0   | \$0  | \$0                                | \$0   |
| h. Other                               | \$0  | \$0   | \$0  | \$0                                | \$0   |
| i. Total Direct Charges (sum of 6a-6h) | \$1,200,000  | \$1,500,000   | \$1,125,000  | \$200,000                          | \$175,000   |
| j. Indirect Charges                    | \$0  | \$0   | \$0  | \$0                                | \$0   |
| k. Totals (sum of 6i-6j)               | \$1,200,000  | \$1,500,000   | \$1,125,000  | \$200,000                          | \$175,000   |
| Program Income                         | \$0  | \$0   | \$0  | \$0                                | \$0   |

Applicant Name: County of Palm Beach, FL

Award Number: DE-EE0000793/001

Attachment #3

**Budget Information - Non Construction Programs**

OMB Approval No. 0348-0044

| Section A - Budget Summary  |  | Estimated Unobligated Funds |                    | New or Revised Budget |                    | Total<br>(g) |
|---|--|-----------------------------|--------------------|-----------------------|--------------------|--------------|
| Grant Program Function or Activity<br>(a)                             | Catalog of Federal Domestic Assistance Number<br>(b) | Federal<br>(c)              | Non-Federal<br>(d) | Federal<br>(e)        | Non-Federal<br>(f) |              |
| Competitive Grant Program<br>6 for Local Governmental<br>Organization | 81.128   | \$0                         | \$0                | \$850,000             | \$0                | \$850,000    |
| Palm Beach County<br>7 Revolving Energy Fund                          | 81.128   | \$0                         | \$0                | \$1,100,000           | \$0                | \$1,100,000  |
| Staff Positions for Energy<br>8 Economics & Sustainability            | 81.128   | \$0                         | \$0                | \$437,600             | \$0                | \$437,600    |
| 9   | 81.128   | \$0                         | \$0                | \$0                   | \$0                | \$0          |
| Totals (Activities 1-8)   |  |                             |                    | \$6,587,600           | \$0                | \$6,587,600  |

| Section B - Budget Categories          | Grant Program, Function or Activity                                     |   |  | Total (Activities 1 - 8) |
|--|---|---|--|--------------------------|
|  | (6) Competitive Grant Program<br>for Local Governmental<br>Organization | (7) Palm Beach County<br>Revolving Energy Fund<br>Program | (8) Staff Positions for Energy<br>Economics & Sustainability |                          |
| a. Personnel                           | \$0   | \$0   | \$324,454  | \$324,454                |
| b. Fringe Benefits                     | \$0   | \$0   | \$76,809   | \$76,809                 |
| c. Travel                              | \$0   | \$0   | \$7,200  | \$7,200                  |
| d. Equipment                           | \$0   | \$0   | \$0  | \$0                      |
| e. Supplies                            | \$0   | \$0   | \$0  | \$0                      |
| f. Contractual                         | \$850,000   | \$0   | \$0  | \$5,050,000              |
| g. Construction                        | \$0   | \$0   | \$0  | \$0                      |
| h. Other                               | \$0   | \$1,100,000   | \$29,137   | \$1,129,137              |
| i. Total Direct Charges (sum of 6a-6h) | \$850,000   | \$1,100,000   | \$437,600  | \$6,587,600              |
| j. Indirect Charges                    | \$0   | \$0   | \$0  | \$0                      |
| k. Totals (sum of 6i-6j)               | \$850,000   | \$1,100,000   | \$437,600  | \$6,587,600              |
| 7. Program Income                      | \$0   | \$0   | \$0  | \$0                      |

## EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 05/12/2009  
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org  
 Program Contact First Name: Pamela Last Name: Nolan  
 Project Title: Digester Biogas Combined Heat and Power Renewable Energy Project  
 Activity: 11. Reduction/Capture of Methane/Greenhouse Gases If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 29.00 Proposed Number of Jobs Retained: 0.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 5,256,000 kilowatts per 3 years  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 3,774,000  
 Proposed Funds Leveraged: \$1,433,816.00  
 Proposed EECBG Budget: 1,200,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Diana Last Name: Rivera Email: drivers@pbcwater.com  
 Metric Activity: Government, School, Institutional Procurement If Other: \_\_\_\_\_  
 Project Summary: *(limit summary to space provided)*

The Digester Biogas Combined Heat and Power Renewable Energy Project will utilize a microturbine to complete the 100% recycling objective for the plant by generating power from digester gas, which is currently burned in a waste gas flare. The microturbine will generate mechanical energy which will be converted to electricity for 100% on-site use. The energy saved will be 200 kilowatts per hour and the GHG Emissions reduced (CO2 Equivalents) will be 1,258 metric tons annually.

Currently the advanced secondary treated wastewater is reclaimed and utilized as irrigation water for four (4) area golf courses and fifteen (15) residential communities and various commercial properties, encompassing 1,200 irrigated acres. Over the next ten-years Palm Beach County Water Utilities Department (PBCWUD) will increase its reclaimed water capacity from 22 MGD to 39 MGD with an expansion planned at the Southern Region Water Reclamation Facility (SRWRP). PBCWUD began implementing wetlands projects in 1997 to accept advanced secondarily treated wastewater to reduce the amount of effluent disposed through deep well injection. The wetlands are designed to treat the highly treated secondary effluent with advanced natural biological processes to further reduce nutrient levels as well as percolate into the surficial aquifer to recharge the local groundwater. A fertilizer pelletization project is currently under construction to utilize the biosolids generated at SRWRP.

The proposed biogas microturbine project would complete the waste reclamation cycle by recycling all waste products generated at the facility. Biogas from the digesters would be captured and combusted to produce electric power. This waste gas-to-energy recapture is an innovative project that demonstrates sustainable use at a wastewater treatment facility. This has potentially widespread application in similar wastewater treatment facilities as well as other industrial facilities located throughout Florida. Our

PBCWUD is a proactive utility that values improvements that can improve environmental stewardship.

Objective 1: The proposed biogas reclamation project would complete the waste reclamation cycle at SRWRP by utilizing 100% of the biogas created at the facility.

Objective 2: Reduce energy consumption, and thereby energy cost, through the use of on site power generation and heat recovery from the microturbines to heat the sludge in the digesters.

Objective 3: Reduce consumption of grid-supplied electrical power.

Objective 4: Increase electrical system flexibility.

Objective 5: Reduce environmental emissions of NOX and CO2.

Objective 6: Provide an avenue for carbon credit trading.

Objective 7: Through the demonstration project, become a model for other utilities to recover and utilize biomass for energy production. In order for this project to be duplicated by other utilities, we plan to include research and measuring components that will provide evaluation data for continuous research, development and design criteria.

Objective 8: Provide an educational opportunity for the public by providing tours of the facility and a kiosk explaining the biogas to energy process.

*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: FL-COUNTY-PALMBEACH Date: 05/12/2009  
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org  
 Program Contact First Name: Pamela Last Name: Nolan  
 Project Title: Palm Beach County Emergency Operations Center - HVAC Upgrade  
 Activity: 9. Energy Distribution If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 16.00 Proposed Number of Jobs Retained: 0.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 19% Reduction in Energy Use, \$17,000 Annual Savings  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 121.803  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 1,500,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Jimmy Last Name: Beno Email: jbeno@pbcgov.org  
 Metric Activity: Building Retrofits If Other: \_\_\_\_\_

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

As a result of load increases during the years the cooling load of the Palm Beach County Emergency Operations Center (EOC) has increased and is estimated at about 150 tons. The chiller capacity of the EOC is based on 100% redundancy. At present, two 100 ton reciprocating chillers supply the building. Since total chiller capacity is unable to supply the heat load by operating both chillers in parallel, redundancy has been substantially reduced below 100%. At times, some areas with high IT equipment density are experiencing elevated temperatures and the system is running in a highly inefficient and ineffective manner.

To solve this problem, the PBC Facilities Development and Operations Department will oversee this project to replace the existing two (2) 100 ton chillers with two (2) new 200 ton "modular" chillers at their present location. It will also include the installation of new cooling towers, pumps and any electrical modifications as necessary. The two 200 ton chillers will provide 100% redundancy and some margin for future growth based upon past load history. Energy efficiency of this chiller type will be in the 0.65kW per Ton range. These chillers cost approximately \$125,000 per chiller without the subsequent installation charges. The scope of work will require that the old chillers and both of the current cooling towers be removed. The existing cooling tower capacity is insufficient for the new 200 ton chillers. Present installation inside the building and structural limitations associated with modification of the existing cooling tower space dictates that the new cooling towers will be located outside the building in a new hardened structure.

A basic energy study comparing the new proposed system to the current system indicates that the new "modular" chillers will increase by at least 19% the energy efficiency translating to a \$17,000 annual savings in energy costs. The GHG Emissions Reduced (CO2 Equivalents) is 89,510 lbs. annually. From a kW prospective, the existing chillers operate at 0.80kW per ton and the new ones will operate at 0.65kW per ton. The average annual kW usage will go from 911,104 kW-hr to 740,220 kW-hr, a reduction of over 150,000 kW-hr annually. In addition, due to normal loss of efficiencies related to the age of the existing chillers, the actual energy savings should be higher.

The project is expected to cost \$1.5 million to complete. The estimated schedule (subject to change based upon design) is eight months for design, three months for permitting, twelve months for construction for a total of almost two years.

*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: FL-COUNTY - PALMBEACH Date: 05/12/2009  
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org  
 Program Contact First Name: Pamela Last Name: Nolan  
 Project Title: Recreational Sport Lighting - Green Generation Lighting  
 Activity: 5. Energy Efficiency Retrofits If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 14.00 Proposed Number of Jobs Retained: 0.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 20%  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 508.000  
 Proposed Funds Leveraged: \$200,000.00  
 Proposed EECBG Budget: 1,125,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Hugo Last Name: Orozco Email: HOrozco@pbcgov.org  
 Metric Activity: Energy Efficiency Rating and Labeling If Other: \_\_\_\_\_

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

Musco Lighting, LLC is a qualified energy-efficiency contractor who is currently utilized by the State of Florida and has also successfully completed local and regional projects (i.e. Broward County: Coconut Creek/Wallandale High Schools and the City of Naples: North Naples Regional Park.)

The Company's expertise is in the design and manufacturing of systems for lighting recreation and athletic fields, and specializing in developing sports-lighting technology and sports facility management. They have pioneered improvements in energy efficiency which translates into significant benefits for their customers through operating cost savings, enhanced spill and glare control and increased durability.

For these reasons, Palm Beach County Parks and Recreation Department proposes to utilize this vendor to replace existing sports-lighting systems at various sites in John Prince, Okeehoelee and Lake Lytal Parks with Green Generation Lighting Systems in an effort to significantly reduce energy consumption by improving energy efficiency at these locations.

Over the past several years the Department has worked diligently to improve the lighting systems at many of the County's athletic facilities. Currently, seven (7) sites have been replaced with Green Generation Lighting Systems. Replacing the outdated and inefficient systems offers an energy savings up to 50% over standard systems. The energy savings is 3,861,275 KWH over a 25 year period.

The athletic lighting fixtures at John Prince, Okeehoelee & Lake Lytal Parks are more than 25 years old. The optimum operational life of these fixtures has long passed. The current deteriorated condition of these systems has resulted in light lumen level reductions, increased energy consumption and overall poor performance of the systems. By applying for and receiving funding through the EECBG Program, Palm Beach County's Park System will be able to continue its mission of developing and maintaining energy efficient quality parks and facilities throughout the County.

*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: FL-COUNTY-PALMBEACH Date: 05/12/2009

DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org

Program Contact First Name: Pamela Last Name: Nolan

Project Title: Traffic Signal Synchronization

Activity: 7. Transportation If Other: \_\_\_\_\_

Sector: Transportation If Other: \_\_\_\_\_

Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: 0.00

Proposed Energy Saved and/or Renewable Energy Generated: 5% to 20%

Proposed GHG Emissions Reduced (CO2 Equivalents): 500.000

Proposed Funds Leveraged: \$0.00

Proposed EECBG Budget: 200,000.00

Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00

Project Contact First Name: Dan Last Name: Weisberg Email: dweisber@pbcgov.org

Metric Activity: Transportation If Other: \_\_\_\_\_

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

This project will be performed by a Civil Engineering / Traffic consultant contracted by the Palm Beach County's Engineering and Public Works Department. The scope of the Project will include collecting turning movement data for AM, Midday, and PM peak hours during a weekday and a Seven day 24-hour approach volume counts on the main street at appropriate locations. There will be a requirement for developing a Calibration Runs using SYNCHRO software for the existing conditions, along with conducting a Travel-Time Delay Study for the Before conditions. Operational deficiencies such as cycle failures, phase failures, queue back-ups, etc., will be documented. Optimized Signal Timing Plans will be developed with the goal of minimizing intersection and arterial delays, fuel consumptions, and stops, and increasing the arterial travel speeds. New Signal Timing Plans will be implemented in the field and fine-tuned. Travel-Time Delay Studies will be conducted to document the benefits of the Re-timing Project. Time-Space Diagrams will be developed for the Before and After conditions. Palm Beach County identifies the following sections of roadways for Traffic Signal Synchronization Project.

- 1) Northlake Boulevard From Military Trail east to Prosperity Farms Rd (11 signals)
- 2) Palm Beach Lakes Blvd: From Village Blvd east to Australian Ave (10 signals)
- 3) Gateway Blvd: From Congress Ave east to Federal Hwy (9 signals)
- 4) Linton Blvd: From Jog Rd east to Federal Hwy (18 signals)

NOTE: CO2 Equivalents are calculated based on 39 KG reduction for the peak hour and approximately 114 KG per day for each roadway. Total for 4 roadways is 456 KG per day.

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**EECBG Activity Worksheet**

Grantee: FL-COUNTY-PALMBEACH Date: 05/12/2009  
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org  
 Program Contact First Name: Pamela Last Name: Nolan  
 Project Title: Solar Power for the Agricultural Mounts Complex  
 Activity: 13. Onsite Renewable Technology If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: 0.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 20%  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 660.000  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 175,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Jimmy Last Name: Beno Email: jbbeno@pbcgov.org  
 Metric Activity: Renewable Energy Market Development If Other: \_\_\_\_\_

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

The Palm Beach County Facilities Development and Operations Department will retrofit two building roofs at the Palm Beach County-Agricultural Mounts Complex (building #1-Exhibit Hall and building #2-Consumer Services) with photovoltaic solar generation systems for the purposes of producing 19.448kw.

The project will consist of:

1. Design of the photovoltaic system.
2. Purchase and installation of 143 Advanced Green Technologies Flexlight-136 photovoltaic panels.
3. Purchase and installation of 1 PB Powered 30kw series inverter.
4. The creation of a data monitoring system to determine real time data via internet connection to monitor the benefit of the systems.
5. Purchase and installation of one (1) 32" flat screen monitor to be installed in the lobby of the facility. The display will show the performance of the system and environmental savings. This will be used as an educational component to this project.

In all the project will have a total budget of \$175,000 and will produce 19.448kw of energy replacing traditional methods of energy production and furthering the County's effort to "Green" our facilities.

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## EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 11/06/2009  
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org  
 Program Contact First Name: Pamela Last Name: Nolan  
 Project Title: Competitive Grant Program for Local Governmental Organizations  
 Activity: 5. Energy Efficiency Retrofits If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 \_\_\_\_\_ 18.00 Proposed Number of Jobs Retained: 0.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 15%-20%  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 \_\_\_\_\_ \$850,000.00  
 \_\_\_\_\_ 850,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Pamela Last Name: Nolan Email: pnolan@pbcgov.org  
 Metric Activity: Building Retrofits If Other: \_\_\_\_\_

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

The Palm Beach County Economic Development Office (EDO) will establish a Competitive Grant Program to assist local governmental organizations with energy efficiency and conservation activities within Palm Beach County. This opportunity will be open to Palm Beach County's 38 municipalities, 11 community redevelopment agencies, school district and other governmental organizations. The program will focus on retrofitting existing facilities to improve energy efficiency, reduce energy consumption and costs by completing efficiency improvements within the building, transportation and other sectors. The grant program will offer recipients information in seeking matching funds through federal, state, local programs and financing through conventional commercial financing or energy service performance contracts or ESCOs. The grant will require a minimum 50% match to the Competitive Program funds. Preference will be given to projects requiring a minimum match of \$50,000. Maximum amount eligible for project request up to \$200,000. A grant review committee will consist of environmental, financial and economic development staff for project review. Project implementation will adhere to the EECBG Program guidelines including environmental forms, Davis Bacon Wages Act, shovel ready projects, obligation of funds within 18 months and expenditure of funds within a 36 month timeframe or less. Reporting requirements will include energy efficiency data, job creation/retention and funds leveraged. EDO will advertise and hold workshops to encourage participation. Results of the program will be posted on our website for Energy Efficiency and Conservation.

The Palm Beach County Economic Development Office has managed and implemented incentive programs over 16 years, assisting business projects and local governmental organizations with public improvement projects that create/retain jobs, leverage funds, increase revenues, and in many cases target high poverty and high unemployment areas of the County.

The Economic Development Office (EDO) will ensure that special consideration will be given to projects that promote and enhance the objectives of the American Recovery and Reinvestment Act, especially job creation, preservation and economic recovery, in an expeditious manner. The EDO will also ensure that grantees adhere to the special terms and conditions that apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Access to records by Inspectors General and the Government Accountability Office;
- Prohibition on use of funds for gambling establishments, aquariums, zoos, golf courses or swimming pools;
- Ensuring that iron, steel and manufactured goods are produced in the United States;
- Ensuring wage rates are comparable to those prevailing on projects of a similar character;
- Protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general; and
- Certification and Registration.

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**EECBG Activity Worksheet**

Grantee: FL-COUNTY-PALMBEACH Date: 11/06/2009  
 DUNS # 78470481 Program Contact Email: pnolan@pbcgov.org  
 Program Contact First Name: Pamela Last Name: Nolan  
 Project Title: Palm Beach County Revolving Energy Fund Program  
 Activity: 4. Financial Incentive Program If Other: \_\_\_\_\_  
 Sector: Commercial If Other: \_\_\_\_\_  
 Proposed Energy Saved and/or Renewable Energy Generated: 15k - 20k  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 Proposed Costs Within Budget: Administration: \$0.00 Subgrants: \$0.00  
 Contact First Name: Pamela Last Name: Nolan Email: pnolan@pbcgov.org  
 Metric Activity: Loans and Grants If Other: \_\_\_\_\_

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

The Palm Beach County (PBC) Economic Development Office will manage a PBC Revolving Energy Fund (REF) Program following similar underwriting guidelines of the Small Business Administration (SBA), Housing and Urban Development (HUD) service guidelines and in accordance with the County's Office of Management and Budget (OMB) criteria. This REF is a revolving loan fund that will specifically focus on funding energy efficiency, clean energy and/or energy reduction measures for projects that are able to reduce operating costs and energy consumption. This REF will model components of the existing Palm Beach County Section 108 Loan Program (\$13 million) managed by the PBC Economic Development Office. Loans from the REF Program will seek to leverage 1:4 of private equity, the SBA 504, HUD and PBC Section 108 loans, conventional financing from commercial banks, energy financing organizations such as Energy Savings Performance Contracts (ESCOs), and/or funds acquired through the Business Loan Fund of the Palm Beaches, Inc. (a Community Development Financial Institution).

The goal of the REF is to assist businesses by promoting the use of renewable energy resources, reduce the level of Greenhouse Gas Emissions and provide the opportunity for small businesses to become sustainable and competitive in the global marketplace. Funds will assist eligible businesses with eligible EECBG activities such as energy audits and retrofits through fixed payment structures and low interest rates.

An Energy Loan Review Committee will be established consisting of environmental, financial and managerial staff to review, approve and prioritize the loan projects. The scoring model will include primarily energy efficiency and conservation, creation/retention of jobs, funds leveraged and how soon funds will be paid back. The term of the loans will be limited to a 3 to 5 year period to ensure opportunity for other applicants. Loans will be committed within 18 months and dispersed within 36 months. A percentage of the interest received will be used to continue the Economic Development Office staff program on Energy Economics and Sustainability after the three year grant period. Staff will monitor the REF and report on the applicants' energy efficiency and conservation savings, Greenhouse Gas Emissions, jobs created/retained and funds leveraged.

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**EECBG Activity Worksheet**

Grantee: FL-COUNTY-PALMBEACH Date: 11/06/2009  
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org  
 Program Contact First Name: Pamela Last Name: Nolan  
 Project Title: Staff Positions for Energy Economics and Sustainability  
 Activity: 14. Other If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 1.50 Proposed Number of Jobs Retained: 0.00  
 Proposed Energy Saved and/or Renewable Energy Generated: \_\_\_\_\_  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 437,600.00  
 Projected Costs Within Budget: Administration: \$437,600.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Pamela Last Name: Nolan Email: pnolan@pbcgov.org  
 Metric Activity: Other If Other: \_\_\_\_\_

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

A full-time and part-time position will be created to focus on Energy Economics and Sustainability working with the Director of Palm Beach County's Economic Development Office (EDO), EDO staff, and will coordinate with federal, state and local agencies including non-profit organizations and private stakeholders. The successful candidates will focus on Energy Economics and Sustainability. These positions will continue beyond the three year grant period through the assistance of additional grants and fundraising activities conducted by the candidates and a percent of the interest accrued through the establishment of a Palm Beach County Revolving Energy Fund. The positions will focus on economic vitality in public-private partnerships, link energy based cluster industries with education and certification programs, monitor the Energy Efficiency and Conservation Strategies and activities required in the Department of Energy EECBG reporting requirements, develop a benchmark of Palm Beach County's overall energy efficiency activities for carbon credit opportunities; monitor the Revolving Energy Fund and coordinate with the Loan Review Committee; develop multimedia educational information for public outreach on the County's energy efficiency strategies and activities; and identify and seek future energy funding/grant opportunities. The full-time position should have both financial and technical degrees and/or experience. The part-time position will provide support for project implementation and must possess a degree and/or experience.

|   | Year 1           | Year 2           | Year 3           | Subtotals        |
|---|------------------|------------------|------------------|------------------|
| FT Position Salary                      | 71,000           | 73,130           | 75,324           | \$219,454        |
| Benefits: Med./FICA/<br>Ins./Retirement | 24,850           | 25,596           | 26,363           | \$76,809         |
| PT Position                             | 35,000           | 35,000           | 35,000           | \$105,000        |
| Multimedia Education                    | 8,000            | 8,000            | 8,000            | 24,000           |
| Expenses:                               | 4,112            | 4,113            | 4,112            | \$12,337         |
| <b>Total</b>                            | <b>\$142,962</b> | <b>\$145,839</b> | <b>\$148,799</b> | <b>\$437,600</b> |

The full-time position requires a Masters Degree in Public Administration, Business or a relevant Science, Engineering or Environmental discipline and two (2) years of appropriate experience or a Bachelors Degree in the above listed areas and five (5) years of appropriate experience. Experience emphasizing program development, management, administration and fund raising; skills in working with diverse groups; fiscal responsibility and familiarity with climate change and alternative energy issues are a must. Requires excellent oral and written communication skills and public speaking experience. Must be skilled in working with diverse teams and across disciplines. Requires strong computer skills, organizational ability and the ability to effectively manage multiple objectives.

The part-time position will have a degree and/or experience in climate change, energy efficiency and conservation. Requires computer skills, excellent written and oral communication skills, and the ability to effectively manage multiple projects.

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10- 0806

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1 pages

BGEX: 764-042010\*\*1168

FUND 1541 Energy Efficiency and Conservation Block Grant (EECBG)

Use this form to provide budget for items not anticipated in the budget.

| ACCT.NUMBER                | ACCOUNT NAME                        | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE       | DECREASE       | ADJUSTED BUDGET | EXPENDED/ NCUMBERED AS OF 4/15/10 | REMAINING BALANCE |
|----------------------------|-------------------------------------|-----------------|----------------|----------------|----------------|-----------------|-----------------------------------|-------------------|
| <b><u>EXPENDITURES</u></b> |                                     |                 |                |                |                |                 |                                   |                   |
| 764-2108-8101              | Contributions Other Govtl Agency    | 0               | 650,000        | 200,000        | 0              | 850,000         | 0                                 | 850,000           |
| 764-2109-8201              | Contributions-Non-Govts Agencies    | 0               | 1,300,000      | 0              | 200,000        | 1,100,000       | 0                                 | 1,100,000         |
|                            | Total Appropriations & Expenditures |                 |                | <u>200,000</u> | <u>200,000</u> |                 |                                   |                   |

ECONOMIC DEVELOPMENT OFFICE  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

*[Signature]* *[Signature]*  
 4/22/10 INCB 4/26/10

By Board of County Commissioners  
At Meeting of  
May 4, 2010  
Deputy Clerk to the  
Board of County Commissioners