



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	\$43,085				
External Revenues	(\$43,085)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes   x   No       

Budget Account No.:

Fund 1541 Agency 764 Org 2108 Sub-unit 732 Object 8101

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

Approval of this agenda item will allocate \$43,085 in EECBG funds to the Town of Ocean Ridge.

**C. Departmental Fiscal Review:**

*Shy* 7-17-12  
 Shairette Major, Fiscal Manager I  
 7/17/12

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*[Signature]* 7/24/12  
 OFMB  
 7/24 JS 7/24/12

*[Signature]* 7/31/12  
 Contract Development and Control  
 7-30-12 ALB/KCL

**B. Legal Sufficiency:**

*[Signature]* 8/2/12  
 Senior Assistant County Attorney

**C. Other Department Review:**

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

**ENERGY EFFICIENCY AND CONSERVATION  
COMPETITIVE GRANT PROGRAM  
FOR LOCAL GOVERNMENTAL ORGANIZATIONS**

**AGREEMENT WITH TOWN OF OCEAN RIDGE**

**THIS AGREEMENT** is made as of \_\_\_\_\_, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as **COUNTY**, and the **Town of Ocean Ridge**, a public body corporate and politic, hereinafter referred to as **GRANTEE**.

**WITNESSETH:**

**WHEREAS**, the **COUNTY** applied for and received a formula-based award totaling \$6,587,600 in Energy Efficiency and Conservation Block Grant (EECBG) funds on September 8, 2009, under the U.S. Department of Energy through the American Recovery and Reinvestment Act (ARRA) to implement several project activities; and

**WHEREAS**, the Department of Energy (DOE) states that the purpose of the EECBG Program is to assist eligible entities in creating and implementing strategies to: (a) reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; (b) reduce the total energy use of the eligible entities; and (c) improve energy efficiency in the building sector, the transportation sector and other appropriate sectors; and

**WHEREAS**, the DOE approved among the project activities a Competitive Grant Program for Local Governmental Organizations totaling \$850,000 for energy efficiency and conservation improvements approved by the **COUNTY**; and

**WHEREAS**, the **COUNTY** approved the criteria for the Competitive Grant Program for Local Governmental Organizations (R2009-1832) totaling \$850,000 on November 3, 2009; and

**WHEREAS**, the **GRANTEE** understands that the use of federal funds under the EECBG Program have certain criteria and guidelines that must be followed including environmental documentation, Historic Preservation, the Davis Bacon Wages and Buy America Acts; and

**WHEREAS**, the **GRANTEE** understands that reporting on the expenditure of funds, energy savings and jobs created and/or retained are crucial to the **COUNTY**'s reporting of ARRA funds to the federal government and to the DOE; and

**WHEREAS**, the **GRANTEE** wishes to participate in completing energy efficiency and conservation improvements that provide a public benefit and support the Federal and County goal in reducing fossil fuel emissions, energy savings and creating/retaining jobs; and

**WHEREAS**, the **COUNTY** has determined that the **GRANTEE** is best able to complete the energy efficiency and conservation improvements and reporting, as set forth by the terms of this Agreement; and

**WHEREAS**, the **COUNTY** has determined that it is in the public's best interests to award a grant to the **GRANTEE** pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

**I. TERM OF AGREEMENT**

This Agreement shall become effective upon execution of all parties and approval

by the Palm Beach County Board of County Commissioners, and shall expire on August 31, 2012. In the event that DOE approves a future time extension of its grant agreement with the County's Department of Economic Sustainability (DES), DES may extend the expiration date of this Agreement. If extended, DES shall notify the GRANTEE in writing of such extension date, and a formal amendment to this Agreement shall not be required.

The Parties agree that the eligible activities contained in this Agreement are a continuation of the activities contained in a prior Agreement (R2010-0732) dated May 18, 2010 between the COUNTY and the GRANTEE. Under this prior agreement, Fifty Thousand Dollars (\$50,000) of EECBG funds were made available for eligible activities, but only Six Thousand Nine Hundred Fifteen Dollars (\$6,915) were expended prior to the expiration date. The terms and conditions of the prior agreement are incorporated herein by reference.

The GRANTEE, having entered into a prior Agreement with Palm Beach County (R2010-0732) dated May 18, 2010 for the use of EECBG funds, has not fully expended all of the funds allowed under the terms of the Agreement, and both parties are in mutual agreement to continue the work commenced under the prior Agreement, and to utilize the remaining funds for the herein described eligible activities.

## II. MAXIMUM GRANT AMOUNT

The GRANTEE agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures made by the GRANTEE under this Agreement. In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total award of **Forty Three Thousand Eighty Five Dollars (\$43,085)**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

## III. GRANTEE'S PERFORMANCE OBLIGATIONS

- A. **Energy Efficiency and Conservation Activities.** GRANTEE and/or GRANTEE's contractors shall perform the energy efficiency and conservation improvements as more specifically set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference. GRANTEE shall cause the energy efficiency and conservation improvements contemplated by this Agreement to be completed in accordance with the terms herein. GRANTEE agrees that it shall be solely liable to COUNTY for performance under this Agreement, and that, in the event of default, GRANTEE shall, as more specifically set forth hereinafter, refund to the COUNTY the total amount of the award. GRANTEE hereby certifies that it is authorized by law to be so bound. All GRANTEE contractors and subcontractors must have a Dun & Bradstreet Number.
- B. **Award and Job Requirements.** GRANTEE and/or its contractors shall cause, as a direct result of the activities set forth in **Exhibit "A"** to this Agreement, the creation and/or retention of jobs as described by the Dept. of Energy which equals one full-time equivalent (FTE) job created/retained per \$92,000 EECBG funds expended. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates, hours and salaries of all jobs created and/or retained and funded through the ARRA on a quarterly basis. Satisfactory evidence shall be provided by GRANTEE on the quarterly report in the format set forth on **Exhibit "B"** and shall be due the fifth (5<sup>th</sup>) day of the month after the end of each quarter. For purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours per year or 520 hours per quarter. The number of jobs is calculated by the total number of hours worked by each employee for the ARRA funded project divided by the quarterly hours (520) in a full-time schedule.

A job must pay a salary equal to or better than prevailing wage requirements for laborers and mechanics for federally assisted construction projects as determined by the Dept. of Labor under the Davis Bacon Act. For the purposes of this Agreement, the term "salary" means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees. The Department of Labor's Certified Payroll Report (DOL Form WH-347) is an optional form for use by contractors and sub-contractors on federally financed or assisted construction contracts in attesting that laborers and mechanics were paid prevailing wages and fringe benefits in accordance with requirements of the Davis Bacon and Related Acts (DBRA) and the Copeland "Anti-Kickback" Act. The properly completed form may be used to provide required payroll information to the County.

- C. **Workforce Alliance, Inc.** In the event a job becomes available, the business shall mail the job description to the Workforce Alliance, Inc. at the address stated below. It is the intent of this clause to make all opening positions available on a competitive basis.

Steve Craig, President/CEO  
Workforce Alliance, Inc.  
326 Fern Street, Suite 310  
West Palm Beach, FL 33401  
561-340-1061, Ext. 201  
Fax: 561-340-1062  
[scraig@pbcalliance.com](mailto:scraig@pbcalliance.com)

- D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than August 31, 2012, or as extended pursuant to Section I. In the event GRANTEE fails to document the creation and/or retention of jobs, or to provide the aforementioned verification within the permitted times, the GRANTEE shall refund to COUNTY the total grant award paid by COUNTY to GRANTEE.
- E. **Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances identified on **Exhibit "A"** hereto. For the purposes hereof, a material change of circumstance shall include, but not be limited to, the failure to diligently and actively pursue fulfillment of the terms hereof. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. GRANTEE shall use reasonable diligence to monitor the project to insure that no material change of circumstances occur which COUNTY is not informed of and shall certify to COUNTY the absence of same at the time of any requests for payment hereunder.
- F. **Budget Changes.** Project budget changes in **Exhibit "A"** not to exceed ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the DES Director at his discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the DES Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of Forty Three Thousand Eighty Five Dollars (**\$43,085**) (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit "A"** which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be incurred between **May 4, 2010** and **August 31, 2012**, unless extended as provided herein.

All payments and/or reimbursements deemed eligible under a prior Agreement shall be eligible under this Agreement.

- B. **Proper Documentation of Expenses.** The COUNTY shall reimburse GRANTEE eligible progress payments and reimbursable expenses for the improvements. GRANTEE shall submit all invoices to the COUNTY, identifying the Project, including GRANTEE's total expenditure for the Project, and identifying the amount due and payable to GRANTEE. A Letter, Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and incorporated herein, as **Exhibits "C", "D" and "E"** are required for each and every reimbursement requested by the GRANTEE. Said information shall list each invoice payable by the GRANTEE and shall include the vendor invoice number, invoice date, and the amount payable by the GRANTEE. The GRANTEE shall attach a copy of each vendor invoice to the applicable item listed on the Contractual Services Purchases Schedule Form (Exhibit "E"). Further, the GRANTEE shall certify the total funds payable by the GRANTEE on the Project and shall certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the GRANTEE as indicated. GRANTEE shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices received from GRANTEE will be reviewed and, if satisfactorily approved by DES, located at 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406, to insure that expenditures have been made in conformity with this Agreement and will then be sent to the COUNTY's Finance Department for final approval and payment. In no event shall COUNTY provide advance funding to the GRANTEE. COUNTY funding can be used to match grants from other sources; however, the GRANTEE cannot submit reimbursement requests for the same expenses to more than one funding source.
- C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by the COUNTY later than August 31, 2012, unless extended as provided herein. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this

Agreement. The GRANTEE shall also be liable for reimbursing the COUNTY for any lost or stolen funds.

- F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and maintained and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.
- G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY or preventing COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

**V. COUNTY'S DEFAULT**

- A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.
- B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

**VI. REPORTING REQUIREMENTS**

GRANTEE shall submit to COUNTY quarterly reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit "B"**, attached hereto and incorporated herein by reference. These reports may be subject to change and shall be submitted no later than the **fifth (5<sup>th</sup>) day of the month** following completion of each (quarterly) reporting period.

All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the quarterly reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of all or a portion of the Grant Award.

**VII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS**

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

**VIII. PERFORMANCE**

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any of the COUNTY'S other rights or

remedies, relieve the COUNTY of any obligation under this Agreement.

#### IX. EXCUSABLE DELAYS

The GRANTEE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the GRANTEE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes freight embargos, and abnormally severe and unusual weather conditions.

#### X. INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, its employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE.

#### XI GRANTEE INSURANCE REQUIREMENTS

GRANTEE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Agreement, self-insurance, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of self-insurance or insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under the Agreement.

- A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of **\$100,000 Per Person** and **\$200,000 Per Occurrence**; or such monetary waiver limits as set forth by the Florida Legislature.
- B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than **\$500,000** per occurrence. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY'S negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**
- C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of DES, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.
- E. **County Reserves the Right.** COUNTY, by and through its Risk Management Department, in cooperation with DES, reserves the right to review, modify, reject or accept any required self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of



its poor financial condition or failure to operate legally.

**XII AVAILABILITY OF FUNDS**

The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for such purpose by the Board of County Commissioners.

**XIII REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**XIV NONDISCRIMINATION**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

**XV. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**XVI ENTIRE AGREEMENT**

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**XVII CONSTRUCTION**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

**XVIII. SURVIVAL**

The parties' warranties, agreements, covenants and representations set forth in this Agreement shall survive the expiration or termination of this Agreement.

**XIX. ASSIGNMENT**

GRANTEE may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

**XX. GOVERNING LAW & VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

**XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

**XXII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**XXIII. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**XXIV. CRIMINAL HISTORY RECORDS CHECK**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE'S employees or subcontractors are required under this contract to enter a Acritical facility@ as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a Acritical facility@ will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**XXV. REGULATIONS; LICENSING**

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**XXVI. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Edward Lowery, Director  
Department of Economic Sustainability, 5<sup>th</sup> Floor  
100 Australian Avenue  
West Palm Beach, Florida 33406  
561-233-3602  
Fax: 561-233-3651  
elowrey@pbcgov.org

with a copy to:

Dawn Wynn, Sr. Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
561-355-2225  
Fax: 561-355-6461  
[dwynn@pbcgov.org](mailto:dwynn@pbcgov.org)

and if sent to the GRANTEE shall be mailed to:

Kenneth Schenck, Town Manager  
Town of Ocean Ridge  
6450 North Ocean Boulevard  
Ocean Ridge, Florida 33435-5251  
(561) 732-2635  
Fax: (561) 737-8359  
[kschenck@oceanridgeflorida.com](mailto:kschenck@oceanridgeflorida.com)

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

## **XXVII. OTHER (FEDERAL) REQUIREMENTS**

- A. 48 C.F.R. 31.201.3**  
**Title 48: Federal Acquisition Regulations System**  
**Part 31 – Contract Cost Principles & Procedures**

### **Contracts with Commercial Organizations 31.201-3 Determining Reasonableness**

#### **31.201-3 Determining reasonableness.**

(a) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

(b) What is reasonable depends upon a variety of considerations and circumstances, including—

- (1) Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;
- (2) Generally accepted sound business practices, arm's length bargaining, and Federal and State laws and regulations;

(3) The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and

(4) Any significant deviations from the contractor's established practices.

[52 FR 19804, May 27, 1987]

## **B. HISTORIC PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of 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. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. 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. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

## **C. WASTE STREAM**

Prior to expenditure of Federal funds, the GRANTEE is required to provide documentation to the COUNTY demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities in Exhibit "A". This waste management plan will describe the GRANTEE's plan to dispose of any sanitary or hazardous waste (e.g. construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris and asbestos) generated as a result of the proposed project. The COUNTY will make available the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). The COUNTY requires that all EECBG project activities waste stream plans be conducted in accordance with the policies and procedures in the Integrated Solid Waste Management Plan approved by the Solid Waste Authority of Palm Beach County and in accordance with any federal and state regulations.

## **D. FLOW DOWN REQUIREMENT**

As a recipient of the EECBG/ARRA funds, the COUNTY is required to include the following special terms and conditions in any subaward.

## **E. 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.

**F. 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.

**G. 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 contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

**H. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**I. 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 and Palm Beach County 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.

**DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The GRANTEE shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Grant Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the GRANTEE and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Grant Agreement for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Grant Agreement and the consummation of the transactions contemplated hereby.

**J. 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

- a 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.)

**K. 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.

**L. 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.

**M. AVAILABILITY OF FUNDS**

Funds obligated to this award are available for reimbursement of costs until twenty-four (24) months (April 19, 2012) after the award date.

**N. 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.

**O. CERTIFICATIONS – NOT APPLICABLE TO THE EECBG PROJECT ACTIVITIES**

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.

**P. 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.

**Q. 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.

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

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

(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) and (b)(4) 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)*
Item 1			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
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

**S. 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 good.

*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 non-availability 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 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.

**T. 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.

**U. 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.

**V. DAVIS-BACON ACT REQUIREMENTS**

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

**Davis-Bacon Act**

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an award.

(b) (1) All laborers and mechanics employed or working upon the site of the work 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 (e) of this article; 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 period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work

actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) 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.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award 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 all the following criteria have been met:

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

(ii) The classification is utilized in the area by the construction industry.

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

(2) 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  
Employment Standards Administration  
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.

(3) 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 of the Wage and Hour Division 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.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award 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.



(e) 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.

**Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities**

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j)(<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

**W. TITLE 10 - ENERGY**

**CHAPTER II - DEPARTMENT OF ENERGY**

**SUBCHAPTER H - ASSISTANCE REGULATIONS**

**PART 600 - FINANCIAL ASSISTANCE RULES**

**subpart c - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS**

**600.242 - Retention and access requirements for records.**

(a) Applicability. (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are: (i) Required to be maintained by the terms of this subpart, program regulations or the grant agreement, or (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see 600.436(i)(10).

(b) Length of retention period. (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term

retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) Starting date of retention period (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) Access to records(1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

(Remainder of page left blank intentionally.)

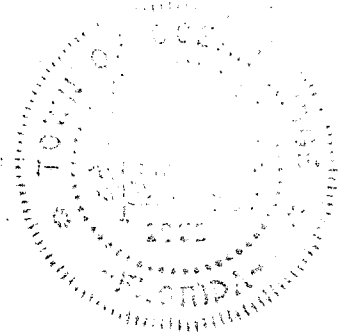
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand the day and year above written.

(MUNICIPALITY SEAL BELOW)

TOWN OF OCEAN RIDGE, FLORIDA  
BY ITS TOWN COUNCIL

By: [Signature]  
Geoff Pugh, Mayor

ATTEST:



By: [Signature]  
Karen Hancsak, Town Clerk

Reviewed And Approved For Execution:

By: [Signature]  
Ken Schenck, Town Manager

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,  
Clerk and Comptroller

By: \_\_\_\_\_  
Shelley Vana, Chair  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
Dawn Wynn  
Senior Assistant County Attorney

By: [Signature]  
Journey Beard, Director  
Contract Development and Quality Control

EXHIBIT "A"

ENERGY EFFICIENCY / CONSERVATION IMPROVEMENTS

PROJECT DESCRIPTION

Government Organization: Town of Ocean Ridge

DUNS # 025118886

Project Description: Retrofits and weatherization of the Town Hall building, 12,000sf, includes LED lighting for 12 street lights, Energy Star Rated appliances and equipment, insulation, weatherstripping doors/windows and reflective roof coating.

Project Cost: \$43,085

Project Award: \$43,085

Location: 6450 N. Ocean Blvd., Ocean Ridge 33435

Contact: Ken Schenck, Town Manager  
(561) 732-2635  
Fax: (561) 737-8359  
kschenck@oceanridgeflorida.com

The applicant's goal for total jobs to be created/retained: 1/1 FTE Jobs

The minimum number of total jobs required to be created and/or retained: .5 FTE Jobs

REPORTING

Quarterly reports shall be submitted to DES no later than the fifth (5<sup>th</sup>) day of the month following completion of the quarterly reporting period.

<u>Reporting Period</u>	<u>Due Date</u>
1 (April – June 2012)	July 5, 2012
2 (July – August 2012)	September, 5, 2012
3 (If extended by DOE)	subsequent 5 <sup>th</sup> day of the month of any future time extension

ENERGY SAVINGS

Energy savings will be calculated using the previous twelve (12) months of utility bills (both electric and gas, if applicable) and twelve (12) months of utility bills after project completion.

JOB CREATION AND/OR RETENTION

The total number of full-time equivalent (FTE) jobs is calculated by adding the number of hours worked for each employee for the Recovery Act funded project during the quarter and divide by the quarterly hours (520) in a Full-Time Schedule.

Total Number of Hours Worked and Funded by Recovery Act within Reporting Quarter = Number of Jobs  
520 FTE Quarterly Hours in a Full-Time Schedule

**EXHIBIT "B"  
QUARTERLY REPORT**

Date:

Report No.:

Performance Period:

**Activity Milestones Completed:**

--

**Project Budget Update:**

#	Task	Total Project Budget	Funds Spent Prior to this Reporting Period	Funds Spent This Reporting Period	Project Funding Balance
1					
2					
3					
4					
5					

**Energy Savings Calculated:**

#	Month	Total kWhs Used per Previous 12 Months	Total kWhs Used After Project Is Complete	Differ. In kWhs Used	Billing Amt. Differ.	Total Gas Use (CCF) Per Previous 12 Months	Total Gas Use (CCF) After Project is Complete	Differ. In Gas Used	Billing Amt. Differ.
1		0	0	0	0	0	0	0	0
2		0	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0	0
4		0	0	0	0	0	0	0	0
5		0	0	0	0	0	0	0	0
6		0	0	0	0	0	0	0	0
7		0	0	0	0	0	0	0	0
8		0	0	0	0	0	0	0	0
9		0	0	0	0	0	0	0	0
10		0	0	0	0	0	0	0	0
11		0	0	0	0	0	0	0	0
12		0	0	0	0	0	0	0	0
<b>Totals</b>		0	0	0	0	0	0	0	0

**Total Jobs Created and/or Retained**

Total Labor Hours Worked By Employees on Project During Quarter:	<input type="text"/>	
Divided By Total Hours Worked Per FTE Job Per Quarter:	520	
<b>Total:</b>		0

**LIST: Major Activities, Significant Results, Major Findings, and Key Outcomes.**

--

**What we planned to accomplish this period.**

--

**What we expect to accomplish during the next period.**

--

EXHIBIT "C"

LETTERHEAD STATIONERY

TO: Department of Economic Sustainability, Director  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Name of Grantee: Town of Ocean Ridge  
Address: 6450 North Ocean Boulevard, Ocean Ridge, Florida 33435-5251  
Telephone:

SUBJECT: INVOICE REIMBURSEMENT – R-20\_\_ -

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Attached, you will find Invoice # \_\_\_\_\_, requesting reimbursement in the amount of \$\_\_\_\_\_. The expenditures for this invoice cover the period \_\_\_\_\_ through \_\_\_\_\_ . You will also find attached documentation relating to the expenditures involved.

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Approved for Submission

**EXHIBIT "D"**  
**CONTRACT PAYMENT REQUEST FORM**  
**FOR GRANT AGREEMENT**

**GRANTEE:** \_\_\_\_\_ **GRANTEE'S GRANT MANAGER:** \_\_\_\_\_  
**AGREEMENT NO.:** \_\_\_\_\_ **PAYMENT REQUEST NO.:** \_\_\_\_\_  
**DATE OF REQUEST:** \_\_\_\_\_ **PERFORMANCE PERIOD:** \_\_\_\_\_  
**AMOUNT REQUESTED:** \_\_\_\_\_ **MATCHING FUNDS:** \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

Effective Date of Grant through End-of-Grant Period

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$ N/A	\$N/A	\$N/A	\$N/A
Subcontracting				
Planning	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Design	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Construction	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Equipment Purchases	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Land	\$ N/A	\$N/A	\$N/A	\$N/A
Indirect	\$ N/A	\$N/A	\$N/A	\$N/A
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>AGREEMENT AMOUNT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Less Total Cumulative Payments of:	<b>\$0.00</b>			
<b>TOTAL REMAINING IN GRANT</b>			<b>\$ N/A</b>	

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

Contract Payment Request Form





67.

**ENERGY EFFICIENCY AND CONSERVATION  
COMPETITIVE GRANT PROGRAM  
FOR LOCAL GOVERNMENTAL ORGANIZATIONS**

**GRANT AGREEMENT R2010 0732**

**THIS AGREEMENT** is made as of MAY 18 2010, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and the Town of Ocean Ridge, a public body corporate and politic, hereinafter referred to as GRANTEE.

**WITNESSETH:**

**WHEREAS**, the COUNTY applied for and received a formula-based award totaling \$6,587,600 in Energy Efficiency and Conservation Block Grant (EECBG) funds on September 8, 2009, under the U.S. Department of Energy through the American Recovery and Reinvestment Act (ARRA) to implement several project activities; and

**WHEREAS**, the Department of Energy (DOE) states that the purpose of the EECBG Program is to assist eligible entities in creating and implementing strategies to: (a) reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; (b) reduce the total energy use of the eligible entities; and (c) improve energy efficiency in the building sector, the transportation sector and other appropriate sectors; and

**WHEREAS**, the DOE approved among the project activities a Competitive Grant Program for Local Governmental Organizations totaling \$850,000 for energy efficiency and conservation improvements approved by the COUNTY; and

**WHEREAS**, the COUNTY approved the criteria for the Competitive Grant Program for Local Governmental Organizations (R2009-1832) totaling \$850,000 on November 3, 2009; and

**WHEREAS**, the GRANTEE understands that the use of federal funds under the EECBG Program have certain criteria and guidelines that must be followed including environmental documentation, Historic Preservation, the Davis Bacon Wages and Buy America Acts; and

**WHEREAS**, the GRANTEE understands that reporting on the expenditure of funds, energy savings and jobs created and/or retained are crucial to the COUNTY's reporting of ARRA funds to the federal government and to the DOE; and

**WHEREAS**, the GRANTEE wishes to participate in completing energy efficiency and conservation improvements that provide a public benefit and support the Federal and County goal in reducing fossil fuel emissions, energy savings and creating/retaining jobs; and

**WHEREAS**, the COUNTY has determined that the GRANTEE is best able to complete the energy efficiency and conservation improvements and reporting, as set forth by the terms of this Agreement; and

**WHEREAS**, the COUNTY has determined that it is in the public's best interests to award a grant to the GRANTEE pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

**I. TERM OF AGREEMENT**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Agreement will commence on May 4, 2010 and expire twenty-four (24) calendar months following the Effective Date on May 3, 2012.

**II. MAXIMUM GRANT AMOUNT**

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total award of Fifty Thousand Dollars (\$50,000).

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

**A. Energy Efficiency and Conservation Activities.** GRANTEE and/or GRANTEE's contractors shall perform the energy efficiency and conservation improvements as more specifically set forth in **Exhibit A**, attached hereto and incorporated herein by reference. Such activities as described in **Exhibit A** shall commence within three (3) calendar months (August 3, 2010) of the effective date of this Agreement. GRANTEE shall cause the energy efficiency and conservation improvements contemplated by this Agreement to be completed in accordance with the terms of this Agreement. GRANTEE agrees that it shall be solely liable to COUNTY for performance under this Agreement, and that, in the event of default, GRANTEE shall, as more specifically set forth hereinafter, refund to the COUNTY the amount of the award. GRANTEE hereby certifies that it is authorized by law to be so bound. All GRANTEE contractors and subcontractors must have a Dun & Bradstreet Number.

**B. Award and Job Requirements.** GRANTEE and/or its contractors shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation and/or retention of jobs as described by the Dept. of Energy which equals one full-time equivalent (FTE) job created/retained per \$92,000 EECBG funds expended. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates, hours and salaries of all jobs created and/or retained and funded through the ARRA on a quarterly basis.

Such evidence must be provided with the quarterly report in the format set forth on **Exhibit B due the fifth (5<sup>th</sup>) day of the month after the end of each quarter.** For purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours per year or 520 hours per quarter. The number of jobs is calculated by the total number of hours worked for each employee for the ARRA funded project divided by the quarterly hours (520) in a Full-Time Schedule.

A job must pay a salary equal to or better than prevailing wage requirements for laborers and mechanics for federally assisted construction projects as determined by the Dept. of Labor under the Davis Bacon Act. For the purposes of this Agreement, the term "salary" means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Agency for Workforce Innovation definitions, paid to employees. The Department of Labor's Certified Payroll Report (DOL Form WH-347) is an optional form for use by contractors and sub-contractors on federally financed or assisted construction contracts in attesting that laborers and mechanics were paid prevailing wages and fringe benefits in accordance with

requirements of the Davis Bacon and Related Acts (DBRA) and the Copeland "Anti-Kickback" Act. The properly completed form may be used to provide required payroll information to the County.

- C. **Workforce Alliance, Inc.** In the event a job becomes available, the business shall mail the job description to the Workforce Alliance, Inc. at the address stated below. It is the intent of this clause to make all opening positions available on a competitive basis.

Kathryn Schmidt, President/CEO  
Workforce Alliance, Inc.  
326 Fern Street, Suite 310  
West Palm Beach, FL 33401  
561-340-1061, Ext. 201  
Fax: 561-340-1062  
[kschmidt@pbcalliance.com](mailto:kschmidt@pbcalliance.com)

- D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than May 3, 2012, the expiration of the twenty-fourth (24<sup>th</sup>) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to document the creation and/or retention of jobs, or to provide the aforementioned verification within the permitted times, the GRANTEE shall refund to COUNTY the grant award paid by COUNTY to GRANTEE.
- E. **Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances identified on **Exhibit A** hereto. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure to diligently and actively pursue fulfillment of the terms hereof. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. GRANTEE shall use reasonable diligence to monitor the project to insure that no material change of circumstances occur which COUNTY is not informed of and shall certify to COUNTY the absence of same at the time of any requests for payment hereunder.
- F. **Budget Changes.** Project budget changes in **Exhibit A** of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Director at his/her discretion during the period of this Agreement. Such requests for budget changes must be made in writing by the GRANTEE to the Economic Development Director.

#### IV. PAYMENT PROCEDURES, CONDITIONS

- A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **\$50,000** (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A** which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:

1. incurred on or after May 4, 2010; and
2. incurred not more than twenty-four (24) calendar months [ending May 3, 2012] subsequent to the Effective Date of this Agreement;

- B. Proper Documentation of Expenses.** The COUNTY shall reimburse GRANTEE progress payments and reimbursable expenses for the improvements. GRANTEE shall submit all invoices to the COUNTY, identifying the Project, including GRANTEE's total expenditure for the Project, and identifying the amount due and payable to GRANTEE. A Letter, Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and incorporated herein, as **Exhibits C, D and E** are required for each and every reimbursement requested by the GRANTEE. Said information shall list each invoice payable by the GRANTEE and shall include the vendor invoice number, invoice date, and the amount payable by the GRANTEE. The GRANTEE shall attach a copy of each vendor invoice to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the City Manager and the Financial Officer for the GRANTEE shall certify the total funds payable by the GRANTEE on the Project and shall certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the GRANTEE as indicated. GRANTEE shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices received from GRANTEE will be reviewed and approved by the Economic Development Office, 10th Floor, Governmental Center, 301 N. Olive Avenue, West Palm Beach, FL 33401, to insure that expenditures have been made in conformity with this Agreement and will then be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. In no event shall COUNTY provide advance funding to the GRANTEE. COUNTY funding can be used to match grants from other sources; however, the GRANTEE cannot submit reimbursement requests for the same expenses to more than one funding source.
- C. Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration date of the twenty-sixth (26th) calendar month [July 3, 2012]. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.
- D. Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.
- E. Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE shall also be liable for reimbursing the COUNTY for any lost or stolen funds.
- F. Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination

shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and maintained and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.

- G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY or preventing COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

## V. COUNTY'S DEFAULT

- A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.
- B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

## VI. REPORTING REQUIREMENTS

GRANTEE shall submit to COUNTY quarterly reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit B**, attached hereto and incorporated herein by reference. These reports may be subject to change and shall be submitted no later than the **fifth (5<sup>th</sup>) day of the month** following completion of each (quarterly) reporting period.

All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the quarterly reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of all or a portion of the Grant Award.

## VII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

## VIII. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any of the COUNTY'S other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## IX. EXCUSABLE DELAYS

The GRANTEE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the GRANTEE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes freight embargos, and abnormally severe and unusual weather conditions.

## X. INDEMNIFICATION

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, its employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE.

## XI GRANTEE INSURANCE REQUIREMENTS

GRANTEE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Agreement, self-insurance, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of self-insurance or insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under the Agreement.

- A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of **\$100,000 Per Person and \$200,000 Per Occurrence**; or such monetary waiver limits as set forth by the Florida Legislature.
- B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than **\$500,000** per occurrence. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**
- C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.
- D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL 33402.
- E. **County Reserves the Right.** COUNTY, by and through its Risk Management Department, in cooperation with the Office of Economic Development, reserves the right to review, modify, reject or accept any required self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the

right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

**XII AVAILABILITY OF FUNDS**

The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for such purpose by the Board of County Commissioners.

**XIII REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**XIV NONDISCRIMINATION**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

**XV. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**XVI ENTIRE AGREEMENT**

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**XVII CONSTRUCTION**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

**XVIII. SURVIVAL**

The parties' warranties, agreements, covenants and representations set forth in this Agreement shall survive the expiration or termination of this Agreement.

**XIX. ASSIGNMENT**

GRANTEE may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

**XX. GOVERNING LAW & VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

**XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

**XXII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**XXIII. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**XXIV. CRIMINAL HISTORY RECORDS CHECK**

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**XXV. REGULATIONS; LICENSING**

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**XXVI. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt



Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Sherry Howard  
Economic Development Director  
Economic Development Office, 10th Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
561-355-3624  
Fax: 561-355-6017  
[showard@pbcgov.org](mailto:showard@pbcgov.org)

with a copy to:

Dawn Wynn, Sr. Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
561-355-2225  
Fax: 561-355-6461  
[dwynn@pbcgov.org](mailto:dwynn@pbcgov.org)

and if sent to the GRANTEE shall be mailed to:

Kenneth Schenck, Town Manager  
Town of Ocean Ridge  
6450 North Ocean Boulevard  
Ocean Ridge, Florida 33435-5251  
(561) 732-2635  
Fax: (561) 737-8359  
[kschenck@oceanridgeflorida.com](mailto:kschenck@oceanridgeflorida.com)

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

## **XXVII. OTHER (FEDERAL) REQUIREMENTS**

- A. 48 C.F.R. 31.201.3**  
**Title 48: Federal Acquisition Regulations System**  
**Part 31 – Contract Cost Principles & Procedures**

### **Contracts with Commercial Organizations 31.201-3 Determining Reasonableness**

#### ***31.201-3 Determining reasonableness.***

(a) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a

challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

(b) What is reasonable depends upon a variety of considerations and circumstances, including—

(1) Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;

(2) Generally accepted sound business practices, arm's length bargaining, and Federal and State laws and regulations;

(3) The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and

(4) Any significant deviations from the contractor's established practices.

[52 FR 19804, May 27, 1987]

## **B. HISTORIC PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of 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. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. 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. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

## **C. WASTE STREAM**

Prior to expenditure of Federal funds, the GRANTEE is required to provide documentation to the COUNTY demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities in Exhibit A. This waste management plan will describe the GRANTEE's plan to dispose of any sanitary or hazardous waste (e.g. construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris and asbestos) generated as a result of the proposed project. The COUNTY will make available the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). The COUNTY requires that all EECBG project activities waste stream plans be conducted in accordance with the policies and procedures in the Integrated Solid Waste Management Plan approved by the Solid Waste Authority of Palm Beach County and in accordance with any federal and state regulations.

## **SPECIAL PROVISIONS**

### **D. FLOW DOWN REQUIREMENT**

As a recipient of the EECBG/ARRA funds, the COUNTY is required to include the following special terms and conditions in any subaward.

### **E. 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.

### **F. 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.

### **G. 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 contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

### **H. 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 and Palm Beach County 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.

## **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The GRANTEE shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Grant Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the GRANTEE and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Grant Agreement for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Grant Agreement and the consummation of the transactions contemplated hereby.

### **I. 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

- a 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.)

**J. RESERVED**

**K. 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.

**L. 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.

**M. AVAILABILITY OF FUNDS**

Funds obligated to this award are available for reimbursement of costs until twenty-four (24) months (April 19, 2012) after the award date.

**N. 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.

**O. CERTIFICATIONS – NOT APPLICABLE TO THE EECBG PROJECT ACTIVITIES**

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.

**P. 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.

**Q. 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.

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

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

(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) and (b)(4) 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)*
Item 1			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
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

**S. 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 good.

*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 non-availability 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 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.

**T. 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.

**U. 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.

## V. DAVIS-BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

### Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an award.

(b) (1) All laborers and mechanics employed or working upon the site of the work

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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 (e) of this article; 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 period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) 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.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award 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 all the following criteria have been met:

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

(ii) The classification is utilized in the area by the construction industry.

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

(2) 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

Employment Standards Administration  
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.

(3) 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 of the Wage and Hour Division 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.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award 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.

(e) 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.

#### Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

## **W. TITLE 10 - ENERGY**

### **CHAPTER II - DEPARTMENT OF ENERGY**

#### **SUBCHAPTER H - ASSISTANCE REGULATIONS**

## PART 600 - FINANCIAL ASSISTANCE RULES

### subpart c - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

#### 600.242 - Retention and access requirements for records.

(a) Applicability. (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are: (i) Required to be maintained by the terms of this subpart, program regulations or the grant agreement, or (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see 600.436(i)(10).

(b) Length of retention period. (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) Starting date of retention period (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is



chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) Access to records(1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

(Remainder of page left blank intentionally.)


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has hereunto set its hand the day and year above written.

R2010 0732  
MAY 18 2010

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

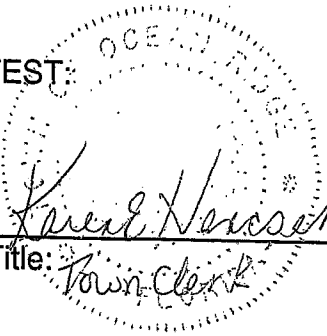
PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS:

By: *Latoya Osborne*  
Deputy Clerk



By: *Burt Aaronson*  
Burt Aaronson, Chair

ATTEST:



By: *Karen E. Housack*  
Title: Town Clerk

TOWN OF OCEAN RIDGE, FLORIDA  
BY ITS TOWN COUNCIL

By: *[Signature]*  
Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

By: *[Signature]*  
Department Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *[Signature]*  
Sr. Assistant County Attorney

H://WPDATA/ENERGY - \$6,587,600/EEC COMPETITIVE GRANT PROGRAM/Contracts

**EXHIBIT A**

**ENERGY EFFICIENCY / CONSERVATION IMPROVEMENTS**

**PROJECT DESCRIPTION**

**Government Organization:** Town of Ocean Ridge

**DUNS #** 025118886

**Project Description:** Retrofits and weatherization of the Town Hall building, 12,000sf, includes LED lighting for 12 street lights, Energy Star Rated appliances and equipment, insulation, weatherstripping doors/windows and reflective roof coating.

**Project Cost:** \$50,000

**Project Award:** \$50,000

**Location:** 6450 N. Ocean Blvd., Ocean Ridge 33435

**Contact:** Ken Schenck, Town Manager  
(561) 732-2635, Fax: (561) 737-8359  
kschenck@oceanridgeflorida.com

**The applicant's goal for total jobs to be created/retained:** 1/1 FTE Jobs

**The minimum number of total jobs required to be created and/or retained:** .5 FTE Jobs

**REPORTING**

Quarterly reports shall be submitted to the Economic Development Office no later than the fifth (5<sup>th</sup>) day of the month following completion of the quarterly reporting period.

<u>Reporting Period</u>	<u>Due Date</u>
1 (April – June 2010)	July 5, 2010
2 (July – September 2010)	October 5, 2010
3 (October – December 2010)	January 5, 2011
4 (January – March 2011)	April 5, 2011
5 (April – June 2011)	July 5, 2011
6 (July – September 2011)	October 5, 2011
7 (October - December 2011)	January 5, 2012
8 (January – March 2012)	April 5, 2012
9 (April – June 2012)	July 5, 2012

**ENERGY SAVINGS**

Energy savings will be calculated using the previous 12 months of utility bills (both electric and gas, if applicable) and 12 months of utility bills after project completion.

**JOB CREATION AND/OR RETENTION**

The total number of full-time equivalent (FTE) jobs is calculated by adding the number of hours worked for each employee for the Recovery Act funded project during the quarter and divide by the quarterly hours (520) in a Full-Time Schedule.

Total Number of Hours Worked and Funded by Recovery Act within Reporting Quarter = Number of Jobs  
520 FTE Quarterly Hours in a Full-Time Schedule

**EXHIBIT B  
QUARTERLY REPORT**

Date:

Report No.:

Performance Period:

**Activity Milestones Completed:**

--

**Project Budget Update:**

#	Task	Total Project Budget	Funds Spent Prior to this Reporting Period	Funds Spent This Reporting Period	Project Funding Balance
1					
2					
3					
4					
5					

**Energy Savings Calculated:**

#	Month	Total kWhs Used per Previous 12 Months	Total kWhs Used After Project Is Complete	Differ. In kWhs Used	Billing Amt. Differ.	Total Gas Use (CCF) Per Previous 12 Months	Total Gas Use (CCF) After Project is Complete	Differ. In Gas Used	Billing Amt. Differ.
1		0	0	0	0	0	0	0	0
2		0	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0	0
4		0	0	0	0	0	0	0	0
5		0	0	0	0	0	0	0	0
6		0	0	0	0	0	0	0	0
7		0	0	0	0	0	0	0	0
8		0	0	0	0	0	0	0	0
9		0	0	0	0	0	0	0	0
10		0	0	0	0	0	0	0	0
11		0	0	0	0	0	0	0	0
12		0	0	0	0	0	0	0	0
<b>Totals</b>		0	0	0	0	0	0	0	0

**Total Jobs Created and/or Retained**

Total Labor Hours Worked By Employees on Project During Quarter:		
Divided By Total Hours Worked Per FTE Job Per Quarter:		520
<b>Total:</b>		0

**LIST: Major Activities, Significant Results, Major Findings, and Key Outcomes.**

--

**What we planned to accomplish this period.**

--

**What we expect to accomplish during the next period.**

--

**EXHIBIT C**

**LETTERHEAD STATIONERY**

DATE:

TO:

FROM:

SUBJECT: Reimbursement Request No.  
Contract No.

---

Enclosed is a request for the funding reimbursement totaling \$\_\_\_\_\_ for the above referenced project. Included in this attachment is the back-up documentation relating to the expenditures.

**EXHIBIT D  
CONTRACT PAYMENT REQUEST FORM  
FOR GRANT AGREEMENT**

**GRANTEE:** \_\_\_\_\_ **GRANTEE'S GRANT MANAGER:** \_\_\_\_\_  
**AGREEMENT NO.:** \_\_\_\_\_ **PAYMENT REQUEST NO.:** \_\_\_\_\_  
**DATE OF REQUEST:** \_\_\_\_\_ **PERFORMANCE PERIOD:** \_\_\_\_\_  
**AMOUNT REQUESTED:** \_\_\_\_\_ **MATCHING FUNDS:** \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

Effective Date of Grant through End-of-Grant Period

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$ N/A	\$N/A	\$N/A	\$N/A
Subcontracting				
Planning	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Design	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Construction	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Equipment Purchases	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Other Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Land	\$ N/A	\$N/A	\$N/A	\$N/A
Indirect	\$ N/A	\$N/A	\$N/A	\$N/A
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>AGREEMENT AMOUNT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Less Total Cumulative Payments of:	\$0.00		\$ N/A	
<b>TOTAL REMAINING IN GRANT</b>				

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

Contract Payment Request Form

**CERTIFICATE OF COVERAGE**

ISSUED ON: 7/18/2012

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK2FL1 0502017 10-01

COVERAGE PERIOD: 10/1/2010 TO 10/1/2012 12:01 AM

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
Palm Beach County  
1000 Australian Ave  
West Palm Beach, FL 33406

*Designated Member*  
**Town of Ocean Ridge**  
**6450 N. Ocean Blvd.**  
  
**Ocean Ridge, FL 33435**

**LIABILITY COVERAGE**  
 **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$5,000,000 / X \$5,000,000      \$0 Deductible  
 **Public Officials Liability**  
 Limit \$5,000,000      X \$0 Deductible  
 **Employment Practices Liability**  
 Limit \$5,000,000      X \$0 Deductible  
 **Employee Benefits Liability**  
 Limit \$5,000,000 / X \$5,000,000  
 **Law Enforcement Liability**  
 Limit \$5,000,000      \$0 Deductible

**WORKERS' COMPENSATION COVERAGE**  
 WC AGREEMENT NUMBER:  
  
 Self Insured Workers' Compensation  
  
 Statutory Workers' Compensation  
  
 Employers Liability  
 Each Accident  
 By Disease  
 Aggregate Disease

**PROPERTY COVERAGE**  
 **Buildings & Personal Property**  
 Per schedule on file with Trust Limit      X \$1,000 Deductible  
*Note: See coverage agreement for details on wind, flood, and other deductibles.*  
 **Rented, Borrowed and Leased Equipment**  
 Limit \$50,000 TIV      See Schedule for Deductible  
 **All other Inland Marine**  
 Limit \$111,250 TIV      See Schedule for Deductible

**AUTOMOBILE COVERAGE**  
**Automobile Liability**  
 Limit \$5,000,000      \$0 Deductible  
 All Owned  
 Specifically Described Autos  
 Hired Autos  
 Non-Owned Autos  
  
**Automobile Physical Damage**  
 Comprehensive See Schedule for Deductible  
 Collision See Schedule for Deductible  
 Hired Auto with limit of  
  
**Garage Keepers**  
  
 Liability Limit  
 Liability Deductible  
 Comprehensive Deductible  
 Collision Deductible

**NOTE:** The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

Description of Operations/ Locations/ Vehicles/Special Items:

Proof of coverage

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

**Administrator**  
 Public Risk Underwriters®  
 P.O. Box 968455  
 Lake Mary, FL 32795-8455

**Producer**  
 Milton Carpenter Insurance Inc.  
 136 S. E. Avenue C  
 Belle Glade, FL 33430

**CANCELLATIONS**  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES

*William Z...*

AUTHORIZED REPRESENTATIVE

## PUBLIC ENTITY

### AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the AUTOMOBILE COVERAGE FORM, PGIT 300, the GENERAL LIABILITY COVERAGE FORM, PGIT 200 and the PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**  
**SECTION I - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.



**X ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.**