

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **September 27, 2016** **☒ Consent** **☐ Regular**
 ☐ Ordinance **☐ Public Hearing**

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Solar and Energy Loan Fund of St. Lucie County, Inc., (SELF), a Florida Not for Profit Corporation and certified Community Development Financial Institution.

Summary: This Agreement will provide funding to SELF to deploy energy efficiency retrofit loans to homeowners exclusively in Palm Beach County, targeting low and moderate income (LMI) census tracts. SELF is an energy retrofit lending company which has been making energy efficiency retrofit loans since 2011, predominantly in LMI areas. Palm Beach County has operated a Revolving Energy Loan Fund Program since 2012, which was funded from a U.S. Department of Energy (DOE) grant awarded in 2009. This grant, which has now been closed out, was limited to non-residential entities, with subgrant awards being made to departments within the County and other governmental jurisdictions to make energy efficiency improvements to their facilities. SELF will leverage these funds with over \$4 Million in loan capital. SELF has partnered with the Green Veterans Group in South Florida to provide on-the-job training programs in collaboration with Palm Beach State College and participating contractors. This Agreement will be for a period of six (6) years, at the end of which, funds must be paid back to the County. **No County funds for implementation are required.** Countywide (JB)

Background and Justification: SELF's services will expand and complement the County's economic development and affordable housing financing programs by targeting underserved communities and vulnerable populations in financial distress.

Attachments:

1. Agreement with Solar and Energy Loan Fund of St. Lucie County, Inc.

Recommended By:

Department Director

Date _____

Approved By:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Grant Expenditures	\$50,000				
Operating Costs					
External Revenues					
Program Income	(\$50,000)				
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No _____
Budget Account No.:

Fund 1541 Dept 143 Unit 2109/E005 Object 8201 Program Code/Period N/A

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

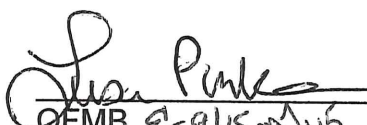
The source of funding will be from accumulated loan repayments received under the DOE Energy Efficiency & Conservation Block Grant's Revolving Loan Fund Program. The 2% fee that PBC will receive for each loan deployed by SELF per year, is indeterminable at this time.

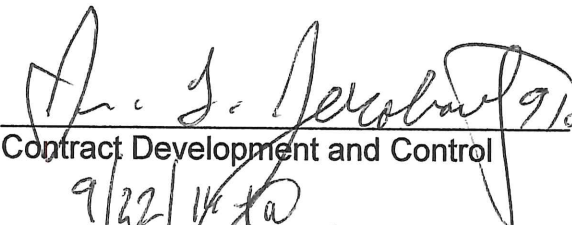
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager II
9/15/16

III. REVIEW COMMENTS

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


OFMB 9/15/16


Contract Development and Control
9/22/16

B. Legal Sufficiency:


Assistant County Attorney
9/26/17

C. Other Department Review:

Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
SOLAR AND ENERGY AND LOAN FUND**

THIS AGREEMENT, dated as of this ____ day of _____, 2016, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and **SOLAR AND ENERGY LOAN FUND OF ST. LUCIE COUNTY, INC., (SELF)** is a Florida Not for Profit Corporation and certified Community Development Financial Institution (CDFI), whose Federal I.D. is 27-3102098. The SELF is a mission-driven lender that provides micro-loans to underserved homeowners in Florida to complete sustainable home improvement projects.

WHEREAS, the COUNTY is operating a Revolving Energy Fund Loan Program (REF) which was funded by a grant from the U.S. Department of Energy (DOE) and is allowed by DOE to extend its current business loan program to include homes which are owned, using an established entity such as SELF to implement these loans, and

WHEREAS, the SELF will make 100% of the energy retrofit loans from the County's \$50,000 DOE REF reallocation to SELF, to homeowners in Palm Beach County, targeting low and moderate income (LMI) census tracts; and

WHEREAS, energy costs are steadily rising and housing conditions in LMI areas are often older inefficient structures which drive up utility costs, LMI homeowners are disproportionately affected by high energy costs; and

WHEREAS, the SELF is an existing energy retrofit lending company successfully making energy efficiency retrofit loans since 2011, predominantly in LMI areas; and

WHEREAS, the COUNTY will grant funding of \$50,000 in REF grant funds available to SELF.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the above WHEREAS clauses which are incorporated herein, the COUNTY and the SELF agree as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED, SCHEDULE, AND PAYMENTS

The SELF shall provide and complete all services, reports to Palm Beach County, materials, and deliverables as set forth in the Scope of Work detailed in Exhibits "A" and "B" attached hereto. SELF shall commence the services under this Agreement, not later than the effective date of this Agreement. SELF shall complete all services related to third-party administration of a revolving loan program capitalized at \$50,000, no later than six (6) years from the Effective date of this Agreement, _____.

SELF shall, within thirty (30) days of the date of this Agreement, obtain a DUNS number, or update its existing DUNS record (DUNS means Dun and Bradstreet Data Universal Numbering System), register with the Central Contractor Registration (CCR)

at www.ccr.gov, and shall provide written evidence to the COUNTY that it has timely done so. The COUNTY'S receipt of such written evidence shall be a prerequisite to SELF'S receipt of any payments under this Agreement.

- A. Total Cost and Payments: There is attached hereto as part of Exhibit A, the DOE funded amount of \$50,000 to SELF which will be accounted for in an account separate from others used by SELF to make loans. The \$50,000 will be made available to SELF after the Effective date of this Agreement and be capitalized to make energy efficiency and renewable energy loans to homeowners in the COUNTY.
- B. SELF shall provide the COUNTY a quarterly reporting of homeowner loans closed with attendant description of the energy efficiency and/or renewable energy retrofits being funded with the \$50,000 grant from the County, as described in Exhibit "A." Required quarterly reporting shall include all other documents required in the COUNTY's agreement with the U.S. Department of Energy (Grant #EE0000973) attached hereto as Exhibit "E."
- C. If SELF fails to comply with any of the provisions of this Agreement, or the DOE grant agreement terms and conditions, the COUNTY will provide written notice of the alleged non-compliance. SELF shall, in turn, be afforded no less than thirty (30) days to cure any actual non-compliance. If SELF fails to cure, the COUNTY may terminate this Agreement but shall require that portion of the \$50,000 unexpended for loans as of the date of termination, to be returned to the County with fifteen (15) days of the date of termination.

ARTICLE 2 – PERSONNEL

SELF represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by SELF or under its supervisions, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

SELF warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of SELF's personnel (and all Sub-contractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 3 – SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform property under this Agreement. SELF is encouraged to seek additional small business

enterprises for participation in subcontracting opportunities. If SELF uses any subcontractors on this project, the following provisions of this Article shall apply: If the subcontractor fails to perform or make progress, as required by this Agreement, and is it necessary to replace the subcontractor to complete t he work in a timely fashion, SELF shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal of SBE participation of 15% of all County solicitations.

ARTICLE 4 – DATA BECOMES COUNTY AND DOE PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the SELF for the purpose of this Agreement shall be made available to the COUNTY and DOE by SELF at any time upon request by the COUNTY or DOE. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to the COUNTY or DOE, if requested. In any event, SELF shall keep all documents and records for five (5) years after expiration of this Agreement.

ARTICLE 5 – FEDERAL REQUIREMENTS, REGULATIONS, AND AUTHORITY TO PRACTICE

SELF shall be bound by the terms and conditions of the aforesaid DOE Grant Agreement which is incorporated herein by reference and made a part hereof, to the extent applicable to this Agreement (See Exhibit "E") Furthermore, SELF shall comply with the requirements contained in Exhibit "C" attached hereto.

SELF shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SELF 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.

SELF represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 6 – INSURANCE

- A. SELF shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this agreement, insurance coverages and limits (including endorsements), as described here. SELF shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by SELF, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SELF under the contract.

- B. **Commercial General Liability** SELF shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. SELF shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** SELF shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event SELF doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SELF to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. SELF shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** SELF shall maintain Worker's Compensation and Employers Liability in accordance with Florida Statute Chapter 440. SELF shall provide this coverage on a primary basis.
- E. **Professional Liability** SELF shall maintain Professional Liability or equivalent Errors and Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of SELF's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, SELF shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claim – made" form. If coverage is provided on a "claims – made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event-triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, SELF shall purchase a SERP with a minimum reporting period of not less than 3 years. SELF shall provide this coverage on a primary basis.
- F. **Additional Insured** SELF shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." SELF shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** SELF hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy.

When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then SELF shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should WELF enter into such an agreement on a pre-loss basis.

- H. **Certificate(s) of Insurance** Prior to execution of this Agreement, SELF shall deliver to the COUNTY's via the Insurance Company/Agent, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, SELF shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10) days for nonpayment of premium) or non-renewal of coverage.

Palm Beach County

c/o Insurance Tracking Services, Inc. (ITS)

P.O. Box 20270

Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the SELF with instructions regarding a substitute delivery address.

- I. **Umbrella or Excess Liability** If necessary, SELF may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability Business Auto Liability or Employer's Liability. The COUNTY shall be specifically endorses an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 – INDEMNIFICATION

SELF shall protect, defend, reimburse, indemnify and hold COUNTY, its agents employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages of 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 their performance of the terms of this Agreement or due to the acts or omissions of SELF.

ARTICLE 8 – SUCCESSORS AND ASSIGNS

The COUNTY and SELF each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor SELF shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 9 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or SELF.

ARTICLE 10 – CONFLICT OF INTEREST

SELF represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. SELF furthers represents that no person having any such conflict of interest shall be employed for said performance of services.

SELF shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interests of any prospective business association, interest or other circumstance which may influence or appear to influence SELF's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that SELF may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by SELF. The COUNTY agrees to notify SELF of its

opinion by certified mail within thirty (30) days of receipt of notification by SELF. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by SELF, the COUNTY shall so state in the notification and SELF shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by SELF under terms of this Agreement.

ARTICLE 11 – EXCUSABLE DELAYS

SELF 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 SELF 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 embargoes, and abnormally severe and unusual weather conditions.

Upon SELF's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if SELF's failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 12 – ARREARS

SELF shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. SELF further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 13 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

SELF shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for the \$50,000 grant from DOE REF funds, all documents and materials by and for the COUNTY associated with this 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 expenses will be kept confidential by SELF and will not be disclosed to any other party, directly or indirectly, with 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 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 Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and other materials produced hereunder, shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421-2-440, as amended.

ARTICLE 14 – INDEPENDENT CONTRACTOR RELATIONSHIP

SELF is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all place, be subject to SELF's sole direction, supervision, and control. SELF shall exercise control over the means and manner in which it and its employees perform the work, and in all respects SELF's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. SELF does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 15 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by SELF. SELF shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is SELF authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

SELF shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 16 - CONTINGENT FEES

SELF warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SELF to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SELF, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 17 – ACCESS AND AUDITS

SELF shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at SELF's place of business.

Palm Beach County has established the Office of the 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 activities of SELF, its officers,

agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the 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.

ARTICLE 18 – NONDISCRIMINATION

SELF 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, familial status, sexual orientation, gender identity and expression, or genetic information.

SELF has submitted to COUNTY a copy of its non-discrimination policy which is consistent with above paragraph, as contained Resolution R2014-1421, as amended, or in the alternative, if SELF does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that SELF will conform to the COUNTY's non-discrimination policy as provided in R2014-1421, as amended, acknowledgement attached as Exhibit "D."

ARTICLE 19 – TERMINATION

This contract may be terminated by SELF upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of SELF. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to SELF. Unless SELF is in breach of this Agreement, SELF shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, SELF shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 20 – AUTHORITY TO PRACTICE

SELF hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - 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.

ARTICLE 22 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, SELF certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 – CRIMINAL HISTORY RECORDS CHECK

If SELF's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R2003-1274, SELF shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). SELF 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, SELF shall be solely responsible for the financial, schedule and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 24 - 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 SELF, and its wholly owned subsidiaries, 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.

ARTICLE 25 – REGULATIONS; LICENSING REQUIREMENTS

SELF shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SELF 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.

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY and SELF acknowledge that the Scope of Work in this matter is funded pursuant to DOE grant received by the COUNTY. The COUNTY reserves the right to modify the Scope of Work but any such modifications must be consistent with the parameters of the relevant grant. Upon receipt by SELF of the COUNTY'S notification of a contemplated change, SELF shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect SELF's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, SELF shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and SELF shall not commence work on any such change until such written amendment is signed by SELF and approved and executed on behalf of Palm Beach County.

ARTICLE 27 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sherry Howard, Deputy Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With copy to:

James Brako, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Ave., 6th Floor
West Palm Beach, FL 33401

If sent to SELF, notices shall be addressed to:

Doug Coward, Executive Director
Solar and Energy Loan Fund of St. Lucie County, Inc.
2400 Rhode Island Avenue
Fort Pierce, FL 34950

Such addresses may be changed by any party by written notice to the other party.

ARTICLE 28 – EVALUATION AND MONITORING

SELF agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY, and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based upon the terms of this Agreement.

ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and SELF 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 in accordance with Article 26 – Modifications Work.

ARTICLE 30 – SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, SELF certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by SELF, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to F.S. 287.125.

ARTICLE 31 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if SELF: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., SELF shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. SELF is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon receipt from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. SELF further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if SELF does not transfer the records to the public agency.
- D. Upon completion of the Agreement, SELF shall transfer, at no cost to the COUNTY, all public records in possession of SELF unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If SELF transfers all public records to the COUNTY upon completion of the Agreement, SELF shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If SELF keeps and maintains public records upon completion of the Agreement, SELF shall meet all applicable requirements for retaining public records. All records electronically by SELF must be provide to the COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of SELF to comply with the requirements of this article shall be a material breach of this Agreement. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. SELF acknowledges that is has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set for herein.

IF SELF AS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO SELF's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – EFFECTIVE DATE OF AGREEMENT

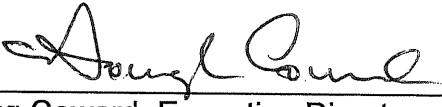
This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

ARTICLE 33 – INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 SELF has hereunto set its hand the day and year above written.

SOLAR AND ENERGY LOAN FUND OF ST. LUCIE COUNTY, INC. a Florida Not For Profit Corporation and certified Community Development Financial Institution (CDFI)

By: 
Doug Coward, Executive Director

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

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Lou Berger
Mayor

Approved as to Form and
Legal Sufficiency

By: _____
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

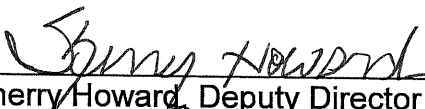
By: 
Sherry Howard, Deputy Director
Department of Economic Sustainability



EXHIBIT "A"

SCOPE OF WORK

(A) PROJECT DESCRIPTION

The COUNTY, as a recipient of a DOE Energy Efficiency Community Block Grant (EECBG) from the U.S. Department of Energy (DOE), is granting the Solar and Energy Loan Fund (SELF) \$50,000 from the Revolving Energy Fund (REF) program developed from the DOE EECBG initial grant funding. The \$50,000 grant will be used by SELF as loan capital to provide residential energy efficiency and renewable energy projects in Palm Beach County, Florida.

As part of the residential energy efficiency and renewable energy projects referenced above:

The key elements of SELF'S work under this Agreement shall include:

Target Market: SELF will focus on underserved communities, with a particular emphasis on Low to Moderate Income (LMI) Census Tracts.

1. SELF will identify LMI Census Tracts and under-banked/invested communities.
2. SELF will participate in community events and/or targeted outreach programs to promote and educate the general public, targeted populations and area contractors about the program.
3. SELF will work with Palm Beach County to disseminate information about various SELF programs through brochures at public buildings, email blasts, homeowners associations, veterans groups, public TV (if available), social media, etc.
4. SELF will expand the "Veterans Helping Veterans" program into Palm Beach County to assist military families and veterans achieve much-needed home improvements. SELF will also work with the Green Veterans Group and Palm Beach State College to utilize student interns to the greatest extent feasible to perform the work for other veteran homeowners.

Lending Activities: Provide innovative low-cost financial products that help the target market identify and finance recommended sustainable home improvement projects.

1. The DOE loan capital will be used as a non-revolving loan fund with a 6 year term (72 months) and shall be deployed in a period no longer than 12 months after SELF has received the grant funds. The 6 year term allows SELF to have 12 months to deploy the loan capital in Palm Beach County with (up to) 5, 1-year terms on the loans.
2. The \$50,000 DOE grant will be deployed in micro-loans (typically about \$8,000 each). Palm Beach County shall receive from SELF a one-time fee of 2.0% of loan amount, which fee shall be due within 30 days of each loan project's completion.

3. At the end of the 6 years a, SELF will repay the original grant of \$50,000 back to Palm Beach County, keeping the interest paid to SELF for loans made from the original grant to fund the energy efficiency improvements.

Job Creation: SELF will work with the Gold Coast Builders Association, Palm Beach County and directly with local businesses to increase contractor participation.

1. Establish a contractor network of approved contractors.
2. Stimulate employment opportunities for approved contractors, including general contractors (e.g., roofs, windows, doors) and energy services (e.g., HVAC, solar, LED lights).
3. Expand markets for area contractors by providing low-cost capital for energy efficiency and renewable energy projects.

Collaboration With Palm Beach County: SELF is committed to working closely with Palm Beach County to develop, refine and accomplish the goals and objectives set forth herein.

1. SELF will work with Palm Beach County to identify speaking engagements, community outreach opportunities and other relevant events to present the program to cities, communities, homeowner associations and other interested parties.
2. SELF will provide quarterly updates to Palm Beach County in written form, inclusive of any back-up requested by Palm Beach County and though additional presentations as needed.

Budget: SELF will receive a one-time grant of \$50,000 from the DOE REF program which was initially funded from an EECBG grant award to Palm Beach County. The grant portion from the initial funding has been closed out. The REF program continues as new loans are made for energy-efficient improvements.

1. The \$50,000 grant will be awarded to SELF once the Agreement has been reviewed and approved by the Palm Beach County Board of County Commissioners. (See Exhibit "B" attached hereto)

EXHIBIT “B”

SCHEDULE OF PAYMENT

DOE grant payment to SELF for purposes of making micro-loans to be used exclusively for residential energy efficiency and renewable energy projects in Palm Beach County, Florida according to the following schedule:

DELIVERABLE	PAYMENT AMOUNT
Upon execution and approval of the Agreement between Palm Beach County and SELF, as described herein.	\$50,000.00
TOTAL:	\$50,000.00

EXHIBIT "C"

FEDERAL REQUIREMENTS

SELF represents, warrants, and certifies to the COUNTY that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity.

B. Limitation on Payments to Influence Certain Federal Transactions

SELF is subject to the provisions of Section 1352 of Title 31 of the U.S. Code which provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or grant agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

C. Inspector General Referrals

SELF shall promptly refer to an 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.

EXHIBIT "D"

NON-DISCRIMINATION POLICY

Agreement Resolution Number: _____

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All consultants doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a consultant does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such consultant shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Consultant (SELF) hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and consultant hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- ☐ Consultant (SELF) hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

- ☒ Consultant (SELF) hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Consultant hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

CONSULTANT:

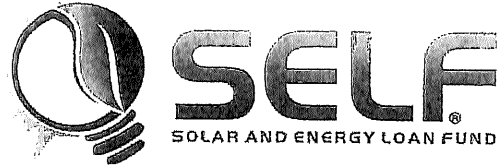
Solar and Energy Loan Fund of St. Lucie County Inc.
Company Name


Signature

Doug Coward
Name (type or print)

Executive Director
Title





SOLAR AND ENERGY LOAN FUND

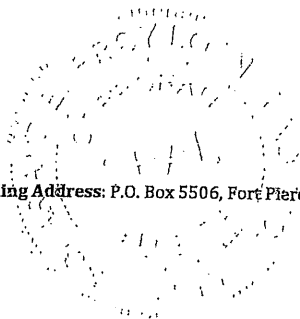
BY-LAWS

ARTICLE III

MEMBERSHIP

Section 2. Policy of Non-discrimination.

All activities of the Corporation shall be open to any qualifying member regardless of race, color, age, creed, religion, national origin, economic status, sex or political views, disability or ethnic consideration.



A handwritten signature in black ink, located to the right of the circular stamp. The signature is cursive and appears to read "David C. Cune".

EXHIBIT "E"


U.S. DOE AND COUNTY GRANT AGREEMENT #EE0000973

ASSISTANCE AGREEMENT

R2009F1743

OCT 20 2009

NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT			
1. Award No. DE-EE0000793	2. Modification No.	3. Effective Date 08/31/2009	4. CFDA No. 81.128
5. Awarded To COUNTY OF, PALM BEACH Attn: SHANNON RAMSEY-CHESSMAN P O BOX 4036 WEST PALM BEACH FL 334024036	6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401		7. Period of Performance 08/31/2009 through 08/30/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009		10. Purchase Request or Funding Document No. 09EE004021
11. Remittance Address COUNTY OF, PALM BEACH Attn: SHANNON RAMSEY-CHESSMAN P O BOX 4036 WEST PALM BEACH FL 334024036	12. Total Amount Govt. Share: \$6,587,600.00 Cost share : \$0.00 Total : \$6,587,600.00		13. Funds Obligated This action: \$6,587,600.00 Total : \$6,587,600.00
14. Principal Investigator Pamela Nolan Phone: 561-355-8835	15. Program Manager Patricia S. St. Germain Phone: 303-275-4874	16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	
17. Submit Payment Requests To	18. Paying Office		19. Submit Reports To See Attachment 12
20. Accounting and Appropriation Data EECBG			
21. Research Title and/or Description of Project RECOVERY ACT: PALM BEACH COUNTY EE AND CONSERVATION PROGRAM FOR LONG TERM SUSTAINABILITY			
For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer 	
23. Name and Title	24. Date Signed	26. Name of Officer Sara J. Wilson	27. Date Signed 09/08/2009

NOT SPECIFIED /OTHER

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EE0000793	PAGE OF	
		2	3

NAME OF OFFEROR OR CONTRACTOR

COUNTY OF, PALM BEACH

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 078470481</p> <p>In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 08/31/2009 through 06/30/2012.</p> <p>Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The funds available in ASAP to the Recipient through this action are limited to \$3,701,263, due to the restrictions in Provision Number 16, National Environmental Policy Act Clause and Provision Number 20, the Subcontractor Approval clause in the Special Terms and Conditions. Once these conditions have been met, the remaining funds will be released to the Recipient according to Provision Number 15, Staged Disbursement Clause of the Special Terms and Conditions. The \$7,200 in proposed Travel costs will not be released to ASAP until the recipient provides detailed information regarding the location of travel and who will be traveling.</p> <p>DOE Award Administrator: Nicole Blackstone E-mail: nicole.blackstone@go.doe.gov Phone: 303-275-4879</p> <p>DOE Project Officer: Patricia St. Germain E-mail: patricia.stgermain@go.doe.gov Phone: 303-275-4874</p> <p>Recipient Business Officer: Pamela Nolan E-mail: pnolan@pbccgov.org Phone: 561-355-6835</p> <p>Recipient Principal Investigator: Pamela Nolan E-mail: pnolan@pbccgov.org Phone: 561-355-6835</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0000793PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
COUNTY OF, PALM BEACH

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY		UNIT PRICE (E)	AMOUNT (F)
		(C)	(D)		
	(A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393 Payment: OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831 Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

NOT SPECIFIED /OTHER

July 2004

SPECIAL TERMS AND CONDITIONS

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1. RESOLUTION OF CONFLICTING CONDITIONS

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

2. AWARD AGREEMENT TERMS AND CONDITIONS

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

a. Special Terms and Conditions.

b. Attachments:

Attachment Number

Title

1.

Statement of Project Objectives.

2.

Federal Assistance Reporting Checklist and Instructions

3.

Budget Pages (SF 424A)

c. Program regulations, if applicable.

d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.

e. Application/proposal as approved by DOE.

f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doc/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

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

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

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income,

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

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

5. CEILING ON ADMINISTRATIVE COSTS

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

6. LIMITATIONS ON USE OF FUNDS

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

7. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS COSTS

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

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

- b. If actual allowable fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.
- c. The budget for this award does not include indirect costs. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect costs from this project be allocated to any other federally sponsored project. In addition, indirect costs shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect costs.

8. USE OF PROGRAM INCOME

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

9. STATEMENT OF FEDERAL STEWARDSHIP

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

10. SITE VISITS

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

11. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with

the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

12. PUBLICATIONS

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

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

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

13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

14. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of

Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

15. STAGED DISBURSEMENT

a. The total funding allocation for this award, shown in Block 12 of the Assistance Agreement, will be obligated in full with this action; however, funds will be released according to a staged disbursement schedule. All funds must be expended within 36 months of the effective date of the award.

1. The initial disbursement of funds will include 50% of the total funding allocation, identified on Page 2 of the Assistance Agreement, which will be released to the Recipient to begin work on the approved activities listed in the Statement of Project Objectives. If conditions are included in the terms and conditions of this award, upon satisfying the conditions, the Contracting Officer will lift the funding restrictions associated with the conditions and release the remainder of the initial disbursement of funds.

2. Project performance will be monitored and corrective action taken, as necessary to ensure acceptable performance under this award. After one or more progress reviews, in which the Recipient must demonstrate that it has made satisfactory progress on its activities; expended funds appropriately; complied with reporting requirements; and created jobs, the Contracting Officer will approve the release of the remaining balance of the total funding allocation.

b. No additional funds will be disbursed to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient, until the requirements of each progress review are met. Failure by the Recipient to demonstrate acceptable performance under this award will be deemed a noncompliance pursuant to 10 CFR 600. If a noncompliance occurs, the Contracting Officer may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Recipient shall not be reimbursed for costs incurred at the Recipient's risk, as described above.

16. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

Recipient may proceed with the activities described in its EECBG activity worksheets, subject to the conditions below:

Activity #1 – Digester Biogas Combined Heat and Power Renewable Energy Project: Recipient may conduct this activity subject to the following provisions: (1) air quality controls must be in place; (2) project cannot result in a net increase in air emissions; (3) recipient must provide DOE with assurance that Landfill/Digester Gas cogeneration projects have process in place to address air quality, sound and visual impacts; (4) Recipient must comply with the requirements of the Waste Stream and Historic Preservation clauses; and (5) Recipient shall ensure the safety and structural integrity of any repair, replacement, construction, and or alteration performed under this project.

504
Activity #2 – Palm Beach County Emergency Operations Center – HVAC Upgrade: Prohibited actions include: Construction, removal, installation or disposal activities, until such time that you comply with the Waste Stream Clause and, if applicable, the Historic Preservation Clause.
This restriction does not preclude you from: (1) purchasing any necessary equipment or related materials; or (2) conducting assessments, audits, studies and other related administrative work.

Recipient shall ensure the safety and structural integrity of any repair, replacement, construction, and or alteration performed under this project.

504
Activity #3 – Recreational Sport Lighting – Green Generation Lighting: Prohibited actions include: Removal, replacement or disposal of bulbs and related materials, until such time that you comply with the Waste Stream Clause.

This restriction does not preclude you from: (1) purchasing the lights or related materials; (2) conducting assessments, studies and other related general administration or preparation work.

Activity #4 – Traffic Signal Synchronization: DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. *Contract*

504
Activity #5 Solar Power for the Agricultural Mounts Complex: Prohibited actions include: Construction, removal, installation or disposal activities, until such time that you comply with the Waste Stream Clause and, if applicable, the Historic Preservation Clause. Recipient must provide DOE assurances that solar array projects have a process in place to address visual impacts.

This restriction does not preclude you from: (1) purchasing any necessary equipment or related materials; or (2) conducting assessments, audits, studies and other related administrative work.

Recipient shall ensure the safety and structural integrity of any repair, replacement, construction, and or alteration performed under this project.

504
Activity #6 – Competitive Grant Program for Local Governmental Organizations for retrofits: Prohibited actions include: Recipient is restricted from distributing funds pending: (1) further submission by Recipient specifically identifying all activities authorized

under this Program; and (2) a final NEPA determination from DOE regarding those activities.

Once DOE makes a final NEPA determination and DOE authorizes Recipient to expend federal funds to fund projects under the Competitive Grant Program, the activities will be subject to the Waste Stream and Historic Preservation clauses. Further, Recipient shall ensure the safety and structural integrity of any repair, replacement, construction, and or alteration performed under this project.

This restriction does not preclude the Recipient from: conducting assessments, studies, audits, developing strategies, and engaging in other administrative work related to the establishment of the Competitive Grant Program.

Activity #7 – Equity Seed Capital Program: Prohibited actions include: Recipient is restricted from distributing funds pending: (1) further submission by Recipient specifically identifying all activities authorized under this Program; and (2) a final NEPA determination from DOE regarding those activities.

Once DOE makes a final NEPA determination and DOE authorizes Recipient to expend federal funds to fund projects under the Equity Seed Capital Program, the activities will be subject to the Waste Stream and Historic Preservation clauses. Further, Recipient shall ensure the safety and structural integrity of any repair, replacement, construction, and or alteration performed under this project.

This restriction does not preclude the Recipient from: conducting assessments, studies, audits, developing strategies, and engaging in other administrative work related to the establishment of the Equity Seed Capital Program.

S.100
Activity #8 – Palm Beach County Revolving Energy Fund Program: Prohibited actions include: Recipient is restricted from distributing funds pending: (1) further submission by Recipient specifically identifying all activities authorized under this Program; and (2) a final NEPA determination from DOE regarding those activities.

Once DOE makes a final NEPA determination and DOE authorizes Recipient to expend federal funds to fund projects under the Revolving Energy Fund Program, the activities will be subject to the Waste Stream and Historic Preservation clauses. Further, Recipient shall ensure the safety and structural integrity of any repair, replacement, construction, and or alteration performed under this project.

This restriction does not preclude the Recipient from: conducting assessments, studies, audits, developing strategies, and engaging in other administrative work related to the establishment of the Revolving Energy Fund Program.

Activity #9 – Staff Positions for Energy Economics and Sustainability: DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

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

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

17. HISTORIC PRESERVATION

Prior to the expenditure of 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.

18. WASTE STREAM

Prior to the expenditure of Federal funds to dispose of sanitary or hazardous waste, the Recipient is required to provide documentation to the Project Officer demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

The DOE Contracting Officer shall consider compliance with this clause complete only after the Recipient has submitted adequate documentation to DOE for its review, and DOE has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

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

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

20. SUBCONTRACT/SUBGRANT APPROVALS

- a. In the original application, the subcontractor(s)/subgrantee(s) were not proposed by the recipient. In order to receive reimbursement for the costs associated with subcontractors/activities listed in the approved Statement of Project Objectives (SOPO), each subcontract/subgrant must be approved by the DOE Contracting Officer.
- b. Upon the recipient's selection of the subcontractor(s)/subgrantee(s), and within 180 days of the award date in Block 27 of the Assistance Agreement, the recipient shall provide the following information for each, regardless of dollar amount:
 - Name
 - DUNS Number
 - Award Amount
 - Statement of work including applicable activities
 - EF-1 for all proposed activities
- c. In addition to the information in paragraph b. above, for each subcontract/subgrant that has an estimated cost greater than 25% of the Total Allocation or \$1,000,000, whichever is less, the recipient must submit a Statement of Objectives, SF424A Budget Information - Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance. The DOE Contracting Officer may require additional information concerning these subcontract(s)/subgrant(s) prior to providing written approval.
- d. No funds shall be expended on the subcontracts supporting the activities listed in the approved SOPO until DOE approval is provided. DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient or subcontractor for these activities, until approval is provided in writing by the Contracting Officer.
- e. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

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

Preamble

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

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

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

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

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

Definitions

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

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds

and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

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

Special Provisions

A. Flow Down Requirement

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

B. Segregation of Costs

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

C. Prohibition on Use of Funds

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

D. Access to Records

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

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

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the

public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

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

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

F. Protecting State and Local Government and Contractor Whistleblowers.

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

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

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

Agency Action: Not later than 30 days after receiving an inspector-general report of an

alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

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

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

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

G. Reserved

H. False Claims Act

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

I. Information in Support of Recovery Act Reporting

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

J. Availability of Funds

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

the award date.

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

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

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

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

L. Certifications

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

22. 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.

23. 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.

24. 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 term and condition—

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

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

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

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

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

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

**25. 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 nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

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

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

Foreign and Domestic Items Cost Comparison

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

Domestic steel, iron, or manufactured good	_____	_____	_____
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.

26. 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.

**27. 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.

28. 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 a 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 (c) 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.

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

1. Identification Number: DE-BE-0000793, 000		2. Program/Project Title: PALM BEACH COUNTY EE AND CONSERVATION PROGRAM FOR LONG TERM SUSTAINABILITY.	
3. Recipient: County of Palm Beach, FL			
4. Reporting Requirements:		Frequency	No. of Copies
A. MANAGEMENT REPORTING			Addresses
<input checked="" type="checkbox"/> Progress Report		Q, A	EECBG@go.doe.gov
<input type="checkbox"/> Special Status Report			
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.eefi.gov/dlink)			
Report/Product		Form	
<input type="checkbox"/> Final Scientific/Technical Report		DOE F 241.3	
<input type="checkbox"/> Conference papers/proceedings*		DOE F 241.3	
<input type="checkbox"/> Software/Manual		DOE F 241.4	
<input type="checkbox"/> Other (see special instructions)		DOE F 241.3	
* Scientific and technical conferences only			
C. FINANCIAL REPORTING			
<input checked="" type="checkbox"/> SF-425, Financial Status Report		Q	EECBG@go.doe.gov
D. CLOSEOUT REPORTING			
<input type="checkbox"/> Patent Certification			
<input type="checkbox"/> Property Certification			
<input type="checkbox"/> Other			
E. OTHER REPORTING			
<input type="checkbox"/> Annual Indirect Cost Proposal			
<input type="checkbox"/> Annual Inventory of Federally Owned Property, if any			
<input checked="" type="checkbox"/> Other		A	See Special Instructions Below
FREQUENCY CODES AND DUE DATES:			
A - Within 5 calendar days after events or as needed.			
F - Final; 90 calendar days after expiration or termination of the award.			
Y - Yearly; 90 days after the end of the reporting period.			
S - Semiannually; within 30 days after end of reporting period.			
Q - Quarterly; within 30 days after end of the reporting period.			
5. Special Instructions: NOTE: The Reporting Requirements shown on this checklist are to be used in the interim and will be revised when the EECBG reporting system is finalized. This checklist will be replaced at that time with a modification to the award.			
Other Reporting: AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING: See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: http://www.federalreporting.gov . The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the made-made award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively beginning with an estimated October 10, 2009 reporting deadline.			

Federal Assistance Reporting Instructions (5/06)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award.
 - B. Web site or other Internet sites that reflect the results of this project.

- C. Networks or collaborations fostered.
- D. Technologies/Techniques.
- E. Inventions/Patent Applications
- F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

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

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

B. SCIENTIFIC/TECHNICAL REPORTS

Final Scientific/Technical Report

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.

2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
 - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Networks or collaborations fostered;
 - d. Technologies/Techniques;
 - e. Inventions/Patent Applications, licensing agreements; and
 - f. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
7. For projects involving computer modeling, provide the following information with the final report:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;
 - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
 - d. Theory behind the model, expressed in non-mathematical terms;
 - e. Mathematics to be used, including formulas and calculation methods;

- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
- g. Hardware requirements; and
- h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/ellink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

Conference Papers/Proceedings

Content: The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically via the DOE Energy Link System (E-Link) at <http://www.osti.gov/ellink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/ellink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

Software/Manual

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically via the DOE Energy Link System (E-Link) at <http://www.osti.gov/eslsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/eslsc/241-4pre.jsp>.

C. FINANCIAL REPORTING

Recipients must complete the financial reports identified on the Reporting Checklist in accordance with the report instructions. These standard forms are available at <http://www.whitehouse.gov/omb/grants/index.html>. Fillable forms are available at <http://grants.pr.doe.gov>.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and http://management.energy.gov/business_doe/business_forms.htm

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at http://management.energy.gov/business_doe/business_forms.htm

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

[illegible][illegible]

STATEMENT OF PROJECT OBJECTIVES

County of Palm Beach, FL

Palm Beach County EE and Conservation Program for Long Term Sustainability

A. PROJECT OBJECTIVES

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

B. PROJECT SCOPE

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

C. PROJECT MANAGEMENT AND REPORTING

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

EECBG Activity Worksheet

Grantee: FL-COUNTY-PALM BEACH Date: 05/12/2009
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org
 Program Contact First Name: Pamela Last Name: Nolan
 Project Title: Digester Biogas Combined Heat and Power Renewable Energy Project
 Activity: 11. Reduction/Capture of Methane/Greenhouse Gases If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 29.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 5,256,000 kilowatts per 3 years
 Proposed GHG Emissions Reduced (CO2 Equivalents): 3,774.000
 Proposed Funds Leveraged: \$1,433,816.00
 Proposed EECBG Budget: 1,200,000.00
 Projected Costs Within Budget Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Diana Last Name: Rivera Email: drievera@pbcwater.com
 Main Activity: Government, School, Institutional Procurement If Other: _____
 Project Summary: (link summary to specs provided)

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

Currently the advanced secondary treated wastewater is reclaimed and utilized as irrigation water for four (4) area golf courses and fifteen (15) residential communities and various commercial properties, encompassing 1,200 irrigated acres. Over the next ten-years Palm Beach County Water Utilities Department (PBCWUD) will increase its reclaimed water capacity from 22 MGD to 35 MGD with an expansion planned at the Southern Region Water Reclamation Facility (SRWRF). PBCWUD began implementing wetlands projects in 1997 to accept advanced secondarily treated wastewater to reduce the amount of effluent disposed through deep well injection. The wetlands are designed to treat the highly treated secondary effluent with advanced natural biological processes to further reduce nutrient levels as well as percolate into the surficial aquifer to recharge the local groundwater. A fertilizer pelletization project is currently under construction to utilize the biosolids generated at SRWRF.

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

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

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

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

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

Objective 4: Increase electrical system flexibility.

Objective 5: Reduce environmental emissions of NOX and CO2.

Objective 6: Provide an avenue for carbon credit trading.

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

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

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

EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 05/12/2009
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org
 Program Contact First Name: Patricia Last Name: Nolan
 Project Title: Palm Beach County Emergency Operations Center - HVAC Upgrade
 Activity: 9. Energy Distribution If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 15.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 19% Reduction in Energy Use, \$17,000 Annual Savings
 Proposed GHG Emissions Reduced (CO2 Equivalents): 121.803
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 1,500,000.00
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Jimmy Last Name: Beno Email: jbeno@pbcgov.org
 Metric Activity: Building Retrofit If Other: _____

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

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

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

A basic energy study comparing the new proposed system to the current system indicates that the new "modular" chillers will increase by at least 19% the energy efficiency translating to a \$17,000 annual savings in energy costs. The GHG Emissions Reduced (CO2 Equivalents) is 89,510 lbs. annually. From a kW prospective, the existing chillers operate at 0.80kW per ton and the new ones will operate at 0.65kW per ton. The average annual kW usage will go from 111,104 kW-hr to 740,220 kW-hr, a reduction of over 150,000 kW-hr annually. In addition, due to normal loss of efficiencies related to the age of the existing chillers, the actual energy savings should be higher.

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

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

EECBG Activity Worksheet

Grantor: FL-COUNTY-PALMBEACH Date: 05/12/2009
 DUNS #: 78370481 Program Contact Email: pnolan@pbcgov.org
 Program Contact First Name: Pamela Last Name: Nolan
 Project Title: Recreational Sport Lighting - Green Generation Lighting
 Activity: 5. Energy Efficiency Retrofits If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 14.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 20%
 Proposed GHG Emissions Reduced (CO2 Equivalents): 508.000
 Proposed Funds Leveraged: \$200,000.00
 Proposed EECBG Budget: 1,125,000.00
 Project Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Hugo Last Name: Grosco Email: HGrosco@pbcgov.org
 Metric Activity: Energy Efficiency Rating and Labeling If Other: _____

Project Summary: (limit summary to space provided)

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

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

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

Over the past several years the Department has worked diligently to improve the lighting systems at many of the County's athletic facilities. Currently, seven (7) sites have been replaced with Green Generation Lighting Systems. Replacing the outdated and inefficient systems offers an energy savings up to 50% over standard systems. The energy savings is 3,881,273 KWH over a 25 year period.

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

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

EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 05/12/2009
 DUNS #: 78470481 Program Contact Email: pnolan@pbcgov.org
 Program Contact First Name: Pamela Last Name: Nolan
 Project Title: Traffic Signal Synchronization
 Activity: 7. Transportation If Other: _____
 Sector: Transportation If Other: _____
 Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 5% to 20%
 Proposed GHG Emissions Reduced (CO2 Equivalents): 500.000
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 200,000.00
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Can Last Name: Weisberg Email: cweisberg@pbcgov.org
 Metric Activity: Transportation If Other: _____

Project Summary: (fill summary to space provided)

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

- 1) Northlake Boulevard From Military Trail east to Prosperity Farms Rd (11 signals)
- 2) Palm Beach Lakes Blvd: From Village Blvd east to Australian Ave (10 signals)
- 3) Gateway Blvd: From Congress Ave east to Federal Hwy (9 signals)
- 4) Linton Blvd: From Jog Rd east to Federal Hwy (16 signals)

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

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

EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 05/13/2009
 DUNS #: 72470481 Program Contact Email: pnolan@pbcgov.org
 Program Contact First Name: Pamela Last Name: Holan
 Project Title: Solar Power for the Agricultural Mounts Complex
 Activity: 13. Onsite Renewable Technology If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 20%
 Proposed GHG Emissions Reduced (CO2 Equivalents): 660.000
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 175,000.00
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Jimmy Last Name: Sano Email: jbsano@pbcgov.org
 Metric Activity: Renewable Energy Market Development If Other: _____
 Project Summary: *(link summary to space provided)*

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

The project will consist of:

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

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

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

EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 05/12/2009
 DUNS #: 78470481 Program Contact Email: pncolanspbcbgov.org
 Program Contact First Name: Pamela Last Name: Molan
 Project Title: Competitive Grant Program for Local Governmental Organizations
 Activity: 3. Energy Efficiency Retrofits If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 14.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 15%-20%
 Proposed GHG Emissions Reduced (CO2 Equivalents): _____
 Proposed Funds Leveraged: \$650,000.00
 Proposed EECBG Budget: 650,000.00
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Pamela Last Name: Molan Email: pncolanspbcbgov.org
 Major Activity: Building Retrofits If Other: _____

Project Summary: (4000 summary to space provided)

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

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

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

EECSBG Activity Worksheet

Grantee: FL-COUNTY- PALM BEACH Date: 05/12/2009
 DUNS #: 78470421 Program Contact Email: pnolan@pbcgov.org
 Program Contact First Name: Pamela Last Name: Nolan
 Project Title: Equity Seed Capital Program
 Activity: 4. Financial Incentive Program If Other: _____
 Sector: Commercial If Other: _____
 Proposed Number of Jobs Created: 22.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 20k
 Proposed GHG Emissions Reduced (CO2 Equivalents): _____
 Proposed Funds Leveraged: \$1,600,000.00
 Proposed EECBSG Budget: 400,000.00
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$400,000.00
 Project Contact First Name: Pamela Last Name: Nolan Email: pnolan@pbcgov.org
 Metric Activity: Loans and Grants If Other: _____

Project Summary: (limit summary to space provided)

The Enterprise Development Corporation of South Florida, Inc. 501(c)(3), will administer the Equity Seed Capital Program which is an innovative program that will provide much-needed seed capital to early stage green technology companies whose products will improve energy efficiency and create high wage, high skilled jobs for a maximum economic impact in PBC. The program will provide grants up to \$50,000 and will seek to leverage 1:4 with private investment dollars, attracting an additional \$1.6 million to the funding pool. As companies grow, begin to generate revenue and attract additional capital, the companies will be required to return funding back into the pool to ensure availability of future company funding.

The State of Florida is making a significant investment in growing the region's innovative economy with a particular focus on green initiatives and clean technologies. For example, in Palm Beach County, Florida Atlantic University was awarded two State Centers of Excellence grants to focus on the use of ocean current, thermal, wave, and tidal-based energy for development as renewable power sources. The goal and anticipated outcome of these investments and others is to create new companies which in turn will generate thousands of direct and indirect jobs in industries that are driving the global economy. To fully realize the potential of these investments, and to support other entrepreneurial ventures with a focus on green technology and sustainability, these newly-formed entities must have access to funding that bridges the gap between research and development and product commercialization. This funding serves as the foundation during company formation and new product development, and is critical during these early stages as young companies do not yet qualify for venture capital or more traditional debt financing instruments.

Eligible companies must maintain their headquarters in Palm Beach County, and will be required to participate in a rigorous application process which will begin with submitting a form that captures information in the following areas: company background, when formed, stage of development, specific green technology focus, background and experience of founder and key management team members, size and definition of markets they will be serving, competition, other funding raised, and preliminary commercialization plan. Initial review and comments will be provided by staff for adherence to program guidelines, deadlines and completeness of the application. Applications will then be forwarded to a six-member Selection Committee that will include expert representatives in the following areas: legal, finance, investment, energy/sustainability, business and environmental. Funds may only be used for specific purposes relating to product development and commercialization including such items as product prototype development and testing, business plan development, and analysis of appropriate paths to commercialization. Applications will be reviewed on a quarterly basis and companies selected will receive 33% of the award upon delivery of a project plan, 33% upon delivery of an interim status report due after six months, and the remaining 33% upon delivery of a final progress report due one year after the initial award.

Since any returns to the fund from successful companies may not occur for at least three-five years, staff will work to secure additional funding from other sources to continue the program. These include but are not limited to private entities with an interest in green technology, foundations that support entrepreneurship and energy innovation, and other sources of public funding. A portion of any additional funding secured beyond the initial 36 month time frame and funding allocation may be allocated back to Palm Beach County Office of Economic Development for continued program support.

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

EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 05/12/2009
 DUNS #: 78475441 Program Contact Email: psolano@pbcgov.org
 Program Contact First Name: Patricia Last Name: Molan
 Project Title: Palm Beach County Revolving Energy Fund Program
 Activity: 4. Financial Incentive Program If Other: _____
 Sector: Commercial If Other: _____
 Proposed Number of Jobs Created: 49.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 15% - 20%
 Proposed GHG Emissions Reduced (CO2 Equivalents): _____
 Proposed Funds Leveraged: \$3,600,000.00
 Proposed EECBG Budget: 900,000.00
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$900,000.00 Subgrants: \$0.00
 Project Contact First Name: Patricia Last Name: Molan Email: psolano@pbcgov.org
 Metric Activity: Loans and Grants If Other: _____

Project Summary: (limit summary to space provided)

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

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

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

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

EECBG Activity Worksheet

Grantee: FL-COUNTY-PALMBEACH Date: 05/12/2009
DUNS #: 78470481 Program Contact Email: paulan@pbcgov.org
Program Contact First Name: Pamela Last Name: Nolan
Project Title: Staff Positions for Energy Economics and Sustainability
Activity: 1. Public If Other: _____
Sector: Public If Other: _____
Proposed Number of Jobs Created: 1.50 Proposed Number of Jobs Retained: 0.00
Proposed Energy Saved and/or Renewable Energy Generated: _____
Proposed GHG Emissions Reduced (CO2 Equivalents): _____
Proposed Funds Leveraged: \$0.00
Proposed EECBG Budget: 437,600.00
Projected Costs Within Budget Administration: \$437,600.00 Revolving Loans: \$0.00 Subgrants: \$0.00
Project Contact First Name: Pamela Last Name: Nolan Email: paulan@pbcgov.org
Metric Activity: Other If Other: _____

Project Summary: (limit summary to space provided)

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

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

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

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

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

RESOLUTION NO. 2009-1038

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING (A) THE SUBMITTAL OF AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM APPLICATION IN THE AMOUNT OF \$6,587,800 TO THE UNITED STATES DEPARTMENT OF ENERGY NATIONAL ENERGY TECHNOLOGY LABORATORY, AND (B) THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SIGN ALL APPLICATIONS AND DOCUMENTS THAT DO NOT CHANGE THE SCOPE OF WORK OR TERMS AND CONDITIONS OF THE AGREEMENT IF THE GRANT IS APPROVED.

WHEREAS, the Board of County Commissioners (Board) of Palm Beach County, Florida, is aware that the American Recovery and Reinvestment Act of 2009, Public Law 11-5, appropriated funding for the Department of Energy (DOE) to issue/award formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the Energy Efficiency and Conservation Block Grant (EECBG) Program; and

WHEREAS, the Board is aware that Palm Beach County's formula-based grant totals \$6,587,800 and understands that the Recovery Act's purposes are to stimulate the economy and create and retain jobs; and

WHEREAS, the 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 provides a list of the eligible activities to be used as a guide for the use of program funds which includes: (1) developing an Energy Efficiency and Conservation Strategy, (2) retaining technical consultant services, (3) supporting the conduct of residential/commercial building energy audits, (4) establishing financial incentive programs, (5) providing energy efficiency retrofits, (6) developing and establishing energy efficiency and conservation programs for buildings and facilities, (7) developing and implementing transportation programs, (8) developing and implementing building codes and inspections, (9) implementing energy distribution, (10) implementing material conservation programs, (11) purchasing and implementing reduction and capture of methane and greenhouse gases, (12) replacing traffic signals and street lighting, (13) developing, implementing and installing renewable energy technologies on government buildings, and (14) any other appropriate activities approved in the Energy Efficiency and Conservation Strategy; and

WHEREAS, DOE requires that all purchases are to be guided by the Buy American Act and all laborers and mechanics on construction projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). For purchases of equipment, only the portion of the project utilizing EECBG funds must adhere to the Davis Bacon Act; and

WHEREAS, the DOE requires that all DOE funds must be obligated/committed within 18 months of the effective date of the award and expended within 36 months of the effective date of the award; and

WHEREAS, the Board desires to obtain financial assistance from the

United States Department of Energy (DOE) National Energy Technology Laboratory for the purpose of implementing the County's energy efficiency and conservation project activities as follows: Water Utilities Department's (WUD) Digester Biomass Gasification project at the Southern Region Water Reclamation Facility (\$1.2 million), Facilities Development & Operations Dept.'s HVAC for the Emergency Operations Center (\$1.5 million), Parks and Recreation Dept.'s Green Generation Lighting at John Prince, Okeechobee and Lake Lytal Parks (\$1,125,000), Engineering's Traffic Signal Synchronization for four (4) streets (\$200,000), Facilities Development & Operations Dept.'s Solar for the Agricultural Complex (\$175,000), Economic Development Office's Energy Efficiency/Conservation Competitive Grants for Governmental Organizations (\$650,000), Revolving Loan Fund and Seed Capital Program for emerging Green Technology Companies and Energy Efficiency Projects (\$1.3 million) and Administration costs (\$437,600); and

WHEREAS, the Board is aware that the County should continue efforts in implementing energy efficiency and conservation strategies and activities beyond the grant period of three years; and

WHEREAS, the Board understands that certain documentation is required by all applicants obtaining financial assistance through DOE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

Section I. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.

Section II. Palm Beach County hereby expresses its desire to participate in the Energy Efficiency and Conservation Block Grant Program through the U.S. Department of Energy National Energy Technology Laboratory.

Section III. Palm Beach County hereby pledges its full and strong support to the efforts required for the submittal of the application and implementation if awarded.

The foregoing Resolution was offered by Commissioner Marcus who moved its adoption. The motion was seconded by Commissioner Burt Aaronson and, being put to a vote, the vote was as follows:

COMMISSIONER JOHN F. KOONS, CHAIRMAN	<u>Aye</u>
COMMISSIONER BURT AARONSON, VICE CHAIRMAN	<u>Aye</u>
COMMISSIONER KAREN T. MARCUS	<u>Aye</u>
COMMISSIONER SHELLEY VANA	<u>Aye</u>
COMMISSIONER STEVEN L. ABRAMS	<u>Aye</u>
COMMISSIONER JESS R. SANTAMARIA	<u>Aye</u>
COMMISSIONER _____	<u>_____</u>

The Chair thereupon declared the Resolution duly passed and adopted this 16th day of June, 2009.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

SHARON R. BOCK, CLERK
COMPTROLLER

By: [Signature]
Deputy Clerk

By: [Signature]
County Attorney

**U.S. Department of Energy
Energy Efficiency and Conservation Block Grant (EECBG) Program Award**

Timeline

August 31, 2009	Period of Performance begins for EECBG Award totaling \$6,587,600.
September 8, 2009	Date of Dept. of Energy Approval for Award and access to U.S. Dept. of Treasury ASAP System Approved.
September 15-18, 2009	EDO meeting dates with Departments including OFMB on requirements for project activities.
October 10, 2009	Quarterly Reports begin. Reports due on the 10 th after each quarter to EECBG@go.doe.gov and www.federalreporting.gov .
October 20, 2009	EECBG Award Agreement presented to the BCC for approval.
October 21, 2009	Final review of Revolving Energy Loan Program criteria & application by EDO
October 22, 2009	Revolving Energy Loan Program criteria and application forwarded to County Attorney and OFMB for review.
November 3, 2009	Competitive Grant Program presented to BCC for approval.
November 4, 2009	Advertise Notice of Funding Available (30 days) for Competitive Grant Program. Application and Criteria available on website, www.pbcgov.com/edo
November 17, 2009	Preliminary Review of Revolving Loan Program by EDO, Finance, County Attorney and OFMB
December 1, 2009	9:00 am – 11:30 am, Competitive Grant Program Workshop at Cooperative Extension Services, Exhibit Hall A, 559 N. Military Trail, WPB (off Golf Street behind Driver's License Building)
December 4, 2009	Opening of Competitive Grant Program
January 8, 2010	Deadline 5:00 pm for Competitive Grant Program application submittal to the Economic Development Office
January 12 - 15, 2010	Review process for Competitive Grant Program applicants by Grant Review Committee.
January 14, 2010	Finalize Revolving Energy Loan Program with County Attorney.
February 2, 2010	Competitive Grant Program applicant recommendation presented to Overall Economic Development Program (OEDP) Committee.
February 23, 2010	Recommendations for Competitive Grant Program presented to the BCC for approval. Notices forwarded to applicants.

February 23, 2010	Revolving Loan Program presented to BCC for approval
February 23, 2010	All departments must provide the recommended subcontractors/ subgrantees with required information to the EDO for submittal to the Dept. of Energy on or before March 6, 2010 for approval.
March 22, 2010	Competitive Grant Program Agreements forwarded to applicants approved by DOE.
April 20, 2010	Contracts to be received from approved applicants for the Competitive Grant Program.
May 18, 2010	Competitive Grant Program contracts to be presented to the BCC for approval.
March 7, 2011	All Dept. of Energy funds must be committed to project activities by the 18 th calendar month from date of award.
August 30, 2012	Period of Performance Ends For EECBG Award totaling \$6,587,600. All funds to be expended by this date.

Changes to timeline may occur due to Dept. of Energy changes. Time table includes project activities administered by the Economic Development Office.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller certify
this to be a true and correct copy of the original
filed in my office on OCT 20 2009
dated at West Palm Beach, FL on 10/20/09
By: [Signature]
Deputy Clerk