

TAB 9



City of Palmetto Agenda Item

Meeting Date

1/25/10

Presenter: Jeff Burton and Jim Freeman

Department: CRA and City Hall

Title:

Energy Efficiency and Conservation Block Grant Application

The CRA Advisory Board heard this item on 1/12/2010 and authorized up to \$10,000 to be spent on writing the grant.

The City of Palmetto is eligible to apply for grant funds of up to \$250,000 as part of the Energy Efficiency and Conservation Block Grant Application. The deadline for submitting the grant application is February 12, 2010. This grant is a federal grant and monies can be used to fund energy efficient projects within the City. Like many grants, the application process is critical to a successful award. As part of the grant application process, costs associated with administering the grant can be reimbursed from grant dollars. This grant allows for up to 10% or \$25,000 for grant administration and reporting. The City of Palmetto has been in discussions with Kelley Klepper, Urban Resource Group, a Division of Kimley-Horn and Associates. Kelley's firm has written and administered similar grants for other governmental agencies and has indicated that his firm would be interested in provide administrative services for the City.

As with many grant applications, consultants who are awarded the administrative portion of the grant typically write and submit the grant on a contingency basis. If they are successful in obtaining the grant for the City, then they received compensation (10% of the award) as part of the administrative servicing for the grant. If they do not receive the award, they City does not incur any costs. Due to the short timeframe (February 12, 2010) associated with the application submittal deadline, staff would like to utilize section 2-58 of City Codes and award the administrative services to Kimely Horn for this grant. Section 2-58 states "A contract may be awarded or purchase made without competition when, after conducting a good faith review of available resources, it is determined that only one vendor possesses the unique and singularly available capability to meet the requirements of the request, such as technical qualifications, ability to deliver at a particular time or there is only one (1) seasonable source for the required supply of service, materials, equipment or construction." Due to time constraints, staff feels sole source is a viable option as there is not enough time to bid for these services. In addition, by utilizing this approach, the CRA does not have to expend up front dollars to write the grant.

The specific project for the City of Palmetto is still being finalized, but staff has identified the following possibilities:

- Retrofitting existing street lights and park lights with LED bulbs
- Virtualization of computer hardware to reduce energy costs (see attached article)
- Automatic timers for air and HVAC systems

A list of other eligible projects can be found in the attached grant application.

Budgeted
Amount:

\$0.00

Budget Page
No(s):

NA

Available
Amount:

\$0.00

Expenditure
Amount:

\$0.00

Additional Budgetary
Information:

If the grant is ultimately awarded to the City, a budget amendment will come back to Commission.

Funding
Source(s):

Grant
Dollars

Sufficient
Funds
Available:

☒ Yes
☐ No

Budget
Amendment
Required:

☒ Yes
☐ No

Source:

City Attorney
Reviewed:

☐ Yes
☐ No
☐ N/A

Advisory Board
Recommendation:

☒ For
☐ Against
☐ N/A

Consistent
With:

☐ Yes
☐ No
☐ N/A

**Potential
Motion/
Direction
Requested:**

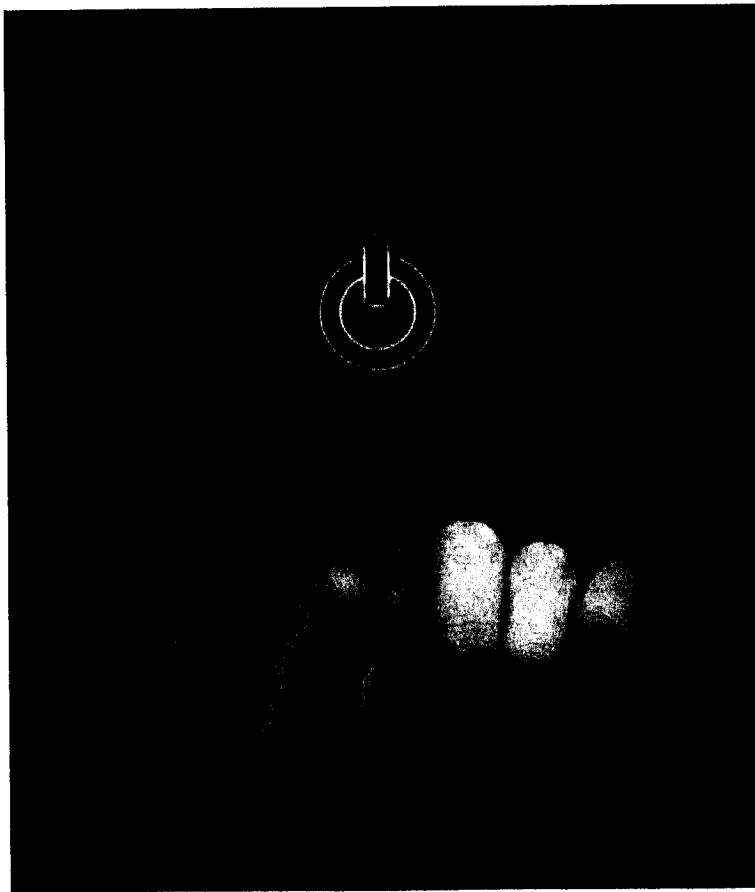
Motion to authorize application for the Energy Efficiency and Conservation Block Grant and award Kimely Horn via sole source purchase, all administrative costs not to exceed 10% of the Energy and Efficiency and Conservation Block Grant providing the City of Palmetto's application is awarded by the State of Florida and authorize the Mayor to execute the agreement for administrative grant services.

Staff Contact:

Jeff Burton and Jim Freeman		
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Attachments:

Application Packet
IT Article regarding Virtualization
Contract between Kimely-Horn and City of Palmetto (at time of agenda distribution this document has not been finalized-You will receive it ASAP)



Plan for savings

IT departments can save more money with energy efficiency plans, report says

In 2009, local governments continued to reduce energy costs in their information technology (IT) departments, according to a report released by Vernon Hills, Ill.-based CDW Government (CDW-G).

However, fewer of them had energy reduction plans in place than in the previous year, a trend that some officials and CDW-G say should change.

Fifty-one percent of the local governments surveyed with defined and enforced IT energy plans in place said they had reduced IT energy costs in 2009, up from 46 percent in 2008. At the same time, 42 percent reported having an energy management strategy in place, down six percentage points from 48 percent in 2008. The report says that implementing IT energy guidelines maximizes savings.

Orlando, Fla.'s plan has helped the city take an overarching approach to reducing energy costs and saving money, says Mayor Buddy Dyer. In 2007, Dyer instituted an energy-efficiency plan called "Green Works Orlando." As part of the program, the city replaced 3,000 aging desktop and laptop computers with newer, more efficient models, a move that is expected to save the city \$7,400 in energy expenses every year. The city also is designing all new city buildings to comply with the Washington-based U.S. Green Building Council's Leadership in Environmental and Energy Designs standards.

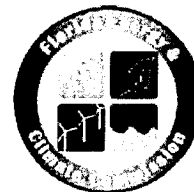
Hutto, Texas, which saw its population grow from 1,200 at the start of the decade to about 17,000 now, realized in 2005 it needed to maintain its IT infrastructure without significantly increasing costs. Without a specific energy plan in place at the time, the city embarked on several measures to stem energy costs before it got too late. They included virtualizing three of the city's 15 servers (partitioning one physical server computer into multiple "virtual" servers), replacing older computers and purchasing

"I don't think there was ever an attempt by counties to overlook energy, but with budgets getting out of control, and with environmental concerns, more of them are starting to move forward with energy-specific guidelines."

— Bret Scott, president of the Washington-based National Association of County Information Officers, on the growing attention county governments have been paying to energy efficiency.

Energy Star-certified equipment. The city now is beginning to formulate a concrete energy plan to save more money and further reduce energy costs, says Tim Howell, Hutto's IT manager. "I can see us having specific energy plans down the road that will call for us not to exceed purchased energy levels, annual energy reduction goals, and renewable energy goals," he says.

— Bryan Yurcan is a New York-based freelance writer.



AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

GRANT APPLICATION PROCESS FOR NON-ENTITLEMENT CITIES AND COUNTIES

- Specific Authority:** American Recovery and Reinvestment Act of 2009 (Public Law 111-5); Section 377.703 (2)(b), Florida Statutes
- Request Issued By:** Executive Office of the Governor and Florida Energy and Climate Commission
- Request Issued On:** December 15, 2009
- Application Due Date:** February 12, 2010 at 5 PM Eastern Standard Time (EST)
- Application Process:** Applicants must submit at least one (1) clearly marked original, five (5) additional hard copies and one (1) PDF copy on a non-rewritable CD of the application and all supplemental materials using a shipping service that provides tracking such as the Postal Service (USPS), UPS, DHL, or Federal Express (FedEx) or hand delivered to:
- Florida Energy and Climate Commission
ATTN: EECBG Subgrants
Executive Office of the Governor
600 South Calhoun Street, Room 251
Tallahassee, FL 32399-0001
- General Questions:** Questions regarding this grant solicitation must be submitted in writing by fax or email and contain "EECBG" in the subject line. Please direct inquiries to:
- Florida Energy and Climate Commission
Executive Office of the Governor
ATTN: Alexander Mack, EECBG
600 South Calhoun Street, Room 251
Tallahassee, FL 32399-0001
FAX: (850) 922-9701
EMAIL: energy@eog.myflorida.com

Answers will be posted weekly to: <http://www.myfloridaclimate.com>

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ATTACHMENT A – GRANT APPLICATION FORM

ATTACHMENT B – ARRA ENVIRONMENTAL CHECKLIST

ATTACHMENT C – FEDERAL REGULATIONS

ATTACHMENT D – FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR PROVISIONS

ATTACHMENT E – MONTHLY PROGRESS REPORT

1. Purpose of Guidelines

These guidelines are provided to competitively solicit grant applications from qualified entities for creating and implementing strategies to:

1. reduce fossil fuel emissions in a manner that is environmentally sustainable, and to the maximum extent practicable, maximizes benefits for local and regional communities;
2. reduce the total energy use of the eligible entities; and
3. improve energy efficiency in the building sector, building envelope, the transportation sector, and other appropriate sectors.

These stated purposes describe the overall intent of the Energy Efficiency and Conservation Block Grant Program (EECBG). Entities may develop various initiatives and projects that address one or more of the purposes; each activity an entity undertakes is not required to meet all of the stated purposes. Entities are encouraged to develop many different new and innovative approaches within the framework of the American Recovery and Reinvestment Act of 2009 P.L. 111-5 (Recovery Act or Act) and the guidance provided herein to serve the purposes described above. However, each entity is required to use these grant funds in a cost-effective manner that is of maximum benefit to the population of that entity and in a manner that will yield continuous benefits over time in terms of energy and emission reductions. The Florida Energy and Climate Commission (FECC) strongly recommends the applicant consult with its Regional Planning Council (RPC) to maximize regional coordinating plans.

2. Background

The FECC, within the Executive Office of the Governor, will administer the U.S. Department of Energy (DOE) EECBG program funds through special funding from the Recovery Act.

The FECC is dedicated to ensuring Floridians have a sustainable, diverse and clean energy portfolio that reduces greenhouse gases and benefits both Florida's economy and its unmatched environment. In focusing the government's policy and efforts to benefit and protect our state, its citizens, and its resources, the FECC encourages all applicants to follow the policy of the State of Florida.

As defined in s. 377.601 F.S., it is the policy of the State of Florida to:

- Develop and promote the effective use of energy in the state, discourage all forms of energy waste, and recognize and address the potential of global climate change wherever possible.
- Play a leading role in developing and instituting energy management programs aimed at promoting energy conservation, energy security, and the reduction of greenhouse gas emissions.
- Include energy considerations in all state, regional, and local planning.
- Utilize and manage effectively energy resources used within state agencies.
- Encourage local governments to include energy considerations in all planning and to support their work in promoting energy management programs.
- Include the full participation of citizens in the development and implementation of energy programs.

- Consider in its decisions the energy needs of each economic sector, including residential, industrial, commercial, agricultural, and governmental uses, and reduce those needs whenever possible.
- Promote energy education and the public dissemination of information on energy and its environmental, economic, and social impact.
- Encourage the research, development, demonstration, and application of alternative energy resources, particularly renewable energy resources.
- Consider, in its decisionmaking, the social, economic, and environmental impacts of energy-related activities, including the whole-life-cycle impacts of any potential energy use choices, so that detrimental effects of these activities are understood and minimized.
- Develop and maintain energy emergency preparedness plans to minimize the effects of an energy shortage within Florida.

3. Funding Overview

Florida intends to distribute approximately \$18.6 million in EECBG Program funds to local governments that are not eligible for direct formula EECBG (i.e. entitlement communities) funding through DOE. Grants will be awarded through a competitive process.

3A. Funding Purpose

Projects under this announcement will be funded, in whole or partially funded, with funds appropriated by the Recovery Act. The Act was enacted to preserve and create jobs and promote economic recovery; to assist those most impacted by the current economic recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

3B. Desired Outcomes

As stated in the Independence and Security Act (EISA) of 2007, the desired outcomes of the EECBG Program include:

- a. Increased energy efficiency, reduced energy consumption and reduced energy costs through efficiency improvements in the building, transportation and other appropriate sectors;
- b. New jobs and increased productivity to spur economic growth and community development;
- c. Accelerated deployment of market-ready distributed renewable energy technologies, including wind, solar, geothermal, hydropower, biomass and hydrogen technologies;
- d. Improved air quality and related environmental and health indicators associated with the reduction of fossil fuel emissions;
- e. Improved coordination of energy-related policies and programs across jurisdictional levels of governance and with other local and community level programs in order to maximize the impact of this program on long-term local priorities;
- f. Increased security, resilience, and reliability of energy generation and transmission infrastructure;

- g. Leveraging of the resources of federal, state and local governments, utilities and utility regulators, private sector and non-profit organizations to maximize the resulting energy, economic and environmental benefits; and
- h. Widespread use of innovative financial mechanisms that transform markets.

3C. Funding Period

The period of performance for awarded applicants will be twenty-four (24) months from the date the grant agreement is executed. All projects and activities awarded EECBG funds through this grant solicitation must be completed and the funds must be expended by April 30, 2012. In keeping with the agenda of the Recovery Act, and supporting the goal of immediate investment in the economy, entities are required to obligate/commit all funds within twelve (12) months from the date the grant agreement is executed. In the event funds are not obligated/committed within twelve (12) months, the FECC reserves the right to cancel the award and alternatively fund the next highest ranked grant proposal in the same Application Category (as described below).

3D. Available Funds

An eligible applicant can submit only one application for EECBG funding, either under Category 1 or Category 2. The intended Application Category must be stated on the Grant Application Form, Attachment A. Applicants may apply for multiple activities in the application. **If multiple applications are submitted by an entity, only the first submitted application will be considered.**

Category 1: Two-thirds (\$12.4 million) of the available grant funds will be made available on a competitive basis to all eligible local governments. Requested grant funding from any single applicant may not exceed 10% (\$1.24 million) of the available grant funds.

Category 2: The remaining one-third (\$6.2 million) of the available grant funds will be dedicated to assist small counties and cities. For purposes of this funding category, a “small county” is considered to be a county with an unincorporated population of less than 50,000, while a “small city” is a municipality with a population of 15,000 or less. These funds will be allocated on a competitive basis and the maximum award amount may not exceed \$250,000.

Regardless of the size of the eligible local government, any eligible local government applying for more than \$250,000 must apply under Category 1.

If eligible jurisdictions choose to partner in their application, the maximum per partner may not exceed 10% (\$1.24 million) of the available grant funds with a total of \$4 million per collaborative application. Applicants are encouraged to partner with other eligible jurisdictions, if appropriate to the activity. A lead grantee must be designated in the application. All payments shall be made to the lead grantee and under no circumstances shall the FECC make payments or be liable to any partners.

3E. Other Activity Funds

A match is not required. However, applications will be awarded extra points for using match funding. Other sources of funds (cash, goods, and services) that relate to the project can come from

Energy Efficiency and Conservation Block Grant Application

Application Guidelines

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the applicant and other partners, including but not limited to: other cities or counties, special purpose local governments, regional governments, state agencies, utilities, private for-profit and nonprofit organizations, etc. Documentation of funding must be included in the application by a signed letter of commitment from the organization providing the matching funds, with detail for the matching funds. Funds committed as leverage must be documented to the same standards as federal funds and will require submission of source documentation such as invoices, canceled checks, bank statements, etc. when reporting to the FECC.

Matching funds may include project related expenditures from November 24, 2009 through April 30, 2012, including, but not limited to:

- Utility incentives
- Public borrowing or general funds
- Private borrowing
- Private equity
- Other federal and state funds
- Other ARRA funds, including State Energy Program funds

4. Eligibility Overview

Pursuant to federal guidelines, eligible applicants are local governments that were not directly funded by DOE through the EECBG formula program, if the following conditions are met:

- The government is included in the latest available Census of Governments as a currently incorporated government;
- The government has a governance structure with an elected official and governing body;
- The government has the authority to implement the eligible activities under this program; and
- The government meets the population thresholds in Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA) as further defined in the Federal Register.

4A. Eligible Activities

All projects receiving Recovery Act funding from the DOE through the EECBG program must comply with the National Environmental Policy Act (NEPA) of 1969 – 42 U.S.C. Section 4321 et seq. Therefore, only projects and activities that DOE has determined will be excluded from NEPA review through a Categorical Exclusion (CE or sometimes CX) will be deemed eligible projects by the FECC under this solicitation. Categorical Exclusion means a category of actions for which neither an Environmental Assessment (EA) nor an Environmental Impact Statement (EIS) is normally required.

Although a final determination must be made by the DOE NEPA Compliance Officer upon review of the Environmental Questionnaire (as described in Attachment B), DOE has determined activities that fall within the following categories can often be categorically excluded:

- I. Building retrofits, energy education outreach, solar outdoor lighting, and photovoltaic emergency back-up power (on existing structures or within existing facilities)
- II. Retrofits of existing industrial buildings and facilities such as energy efficient lighting controls/sensors, chillers, furnaces, boilers, heat recovery
- III. Development and implementation of an energy efficiency strategy

- IV. Retaining technical consultant services to assist the eligible entity in the development of such
- V. Residential and commercial building energy audits
- VI. Development and implementation of energy efficiency programs for buildings and facilities
- VII. Development and implementation of programs to conserve energy used in transportation, including:
 - a. Use of flex time by employers
 - b. Satellite work center
 - c. Development and promotion of zoning guidelines or requirements that promote energy efficient development
 - d. Synchronization of traffic signals
 - e. Other measure that increase energy efficiency and decrease energy consumption
- VIII. Development and implementation of building codes and inspections to promote building energy efficiency
- IX. Replacement of traffic signals and street lighting with energy efficient light technologies including:
 - a. Light emitting diodes
 - b. Any other technology of equal or greater energy efficiency

The FECC reserves the right to limit the release of grant funds for reimbursement to ten percent of the award amount prior to a final determination of NEPA Categorical Exclusion by the DOE NEPA Compliance Officer. If a project that is initially selected for a grant award under this solicitation is determined by the DOE NEPA Compliance Officer to not qualify for a Categorical Exclusion, the FECC reserves the right to terminate the grant award and alternatively fund the next highest ranked grant proposal in the same Category.

4B. Limitations on Eligible Activities/Costs

Reimbursement of Costs

The Executive Office of the Governor will issue payment(s) upon acceptance and approval of required reports, services and invoices by the assigned EOG Grant Manager in compliance with applicable Florida Statutes, Florida Department of Financial Services rules and/or U.S. Government requirements, subject to limitations described in Section 4.

Administrative Costs

The federal guidance states that up to 10 percent of grant funds may be used for administrative expenses, excluding the cost of meeting the reporting requirements of the program. Administrative costs are the allowable, reasonable, and allocable direct and indirect costs related to overall management of the awarded grant. Administrative costs must be identified in the Total Project Budget in Section X of the Grant Application Form, Attachment A.

Costs Incurred Prior to Award/Effective Date of Contract

Costs incurred by a city or county prior to the date the grant agreement is executed will not be reimbursed.

Energy Efficiency and Conservation Strategy Costs

Up to \$20,000 of grant funds may be used to develop an Energy Efficiency and Conservation Strategy. If costs exceed \$20,000, the additional costs may be used as match and application evaluation points will be given accordingly under match criteria.

Revolving Loan Funds

The federal guidance states that cities and counties may not use more than 20 percent of the awarded grant funds or \$250,000, whichever is greater, for the establishment of revolving loan funds.

Subgrants

The federal guidance states that cities and counties may not use more than 20 percent of the awarded grant funds for the provision of subgrants to non-governmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the applicant. These costs should be captured and summarized for each activity under the project budget within the application.

4C. Ineligible Activities

Prohibited Activities under the Recovery Act

The Recovery Act prohibits the use of funds for swimming pools, gambling establishments, aquariums, zoos, and golf courses. No funds can be used for any activity whatsoever at a prohibited establishment. Any activities at facilities that are adjacent to any of the prohibited establishments and benefit any of the prohibited establishments are also prohibited.

Land Acquisitions

Acquisitions of land are not an eligible activity for reimbursement with grant funds.

Supplanting of Funds

Grantees must use federal Recovery Act funds to supplement existing state and local funds for program activities, and must not replace (supplant) state or local funds that they have appropriated or allocated for the same purpose.

Low-Income Weatherization

Use of funds for low-income weatherization is not allowed because there is a separate funding program under the Recovery Act for those activities.

Other Federally Prohibited Activities

Any other activities prohibited by federal law.

5. Requirements

All applicants awarded EECBG funds must meet federal requirements related to Recovery Act funding and all state requirements as stated in this solicitation document.

5A. Registration Requirements

There are several one-time actions that must be completed as part of the application process in order to receive federal funds and enter into a Grant Agreement with the State. Applicants should allow at

least 10 days to complete these requirements.

Applicants must obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number.

DUNS website: http://www.dnb.com/US/duns_update/

Applicants must register with the Central Contract Registry (CCR). CCR website:

<http://www.ccr.gov/>

Applicants must register with MyFloridaMarketPlace (MFMP). MFMP website:

www.mfmp.vendor.org

5B. Federal Requirements

All projects receiving ARRA funding from the DOE through the EECBG program must submit an Environmental Questionnaire as provided in Attachment B to the DOE and must meet federal and state requirements as described in Attachment C, Federal Regulations and Attachment D, Federal Funding, Grantee, Subgrantee and Contractor Provisions.

5C. FECC Requirements

Accountability and Transparency – Not later than 3 days after the end of each calendar month, each recipient shall submit an electronic Monthly Progress Report (as described in Attachment E of this solicitation) to the FECC. All Progress Reports must include all reporting requirements as specified by the State of Florida and ARRA. The FECC reserves the right to modify Attachment E, Monthly Progress Reports, or request additional Progress Reports or other reports on any aspect(s) of the proposed activities, as needed.

Each recipient shall submit an Annual Report not later than 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment E, Monthly Progress Report.

Each recipient shall also submit a Final Report 15 calendar days prior to the expiration date of the Grant Agreement resulting from this solicitation. The Final Report shall provide a final narrative detailing and evaluating the accomplishments and impact of the project. The final Report shall include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. For the final reimbursement, no less than 10% of the total grant award will be withheld until receipt and approval of the Final Report.

After the award announcement, FECC staff will work with each successful applicant to prepare an EECBG Subgrant Grant Agreement. FECC staff will send funding recipients a Grant Agreement and a scope of work based on the original application. Funding recipients must return the signed Agreement to FECC staff within 14 calendar days of the postmark date.

For a copy of the current Grant Agreement template, please go to MyFloridaClimate.com.

6. Application Review Process

NOTICE: Applicants are prohibited from contacting any and all independent evaluators selected by the FECC's executive director, as well as, any FECC Commissioners and ex-officio FECC Commission members involved with the grant award selection process.

Applications for grant funding must be submitted on the Grant Application Form as described in Attachment A, with additional documentation, as applicable.

Please refer to Section 8 for information on application submittal.

FECC staff will perform a Completeness and Eligibility review on all grant applications. Once a grant application is deemed complete and eligible, the application will be scored based on the criteria in 5C by no less than 3 independent evaluators appointed by the FECC's executive director.

6A. Application Completeness Review

The following items constitute a complete application, as further described in Attachment A, Grant Application Form:

- A. **PROJECT INFORMATION:** Provide the project information as indicated in Attachment A.
- B. **PROJECT BACKGROUND:** Provide a summary of the project and the background justification supporting the need for the FECC to fund the project. Include experience and qualifications of the project team for their assigned role with the project.
- C. **DESIRED OUTCOMES:** Provide a list of outcomes, in bullet format, expected to be achieved as a result of completing this project.
- D. **PROJECT DESCRIPTION:** Indicate the eligible activity(ies) selected and provide a detailed description of the work to be performed for the project. Include maps, graphs, charts, etc. to support project activities. Project descriptions should consist of a list of major tasks for accomplishing the project with specific sub-activities detailed within each task heading.
- E. **PROJECT MILESTONES/DELIVERABLES/OUTPUTS:** Identify the month of the project during which each task will start and be completed. Identify in which months of the project the outputs/deliverables will be accomplished.
- F. **PROJECT BUDGET SUMMARY:** Summarize the Total Project Cost budget (including both requested grant funds and match/leveraged funds) by Budget Category and round the subtotals for each Budget Category subtotal amount to the nearest whole dollar value.
- G. **BUDGET DETAIL:** Provide a detailed, line-item Total Project Cost budget. Provide accurate calculations to justify the cost of each budget line-item. Round only the subtotals for each Budget Category amount to the nearest whole dollar value.

Pages, including attachments, should be number sequentially.

6B. Eligibility Review

All applications will be reviewed for eligibility. Eligibility is based on whether the:

- Applicant is eligible (as described in Section 4)
- Activity or activities are eligible (as described in Section 4A)
- Activities can be completed, funds can be obligated/committed within 12 months of Grant Agreement execution and all funds can be expended by April 30, 2012.
- Application is complete (as described in Section 6A)

If the FECC staff determines that an application or proposed activities are ineligible, they will be removed from further consideration and the applicant will be notified. Determination of eligibility is at the sole discretion of the FECC staff. An application that includes several activities, some of which are determined ineligible, will be considered after the ineligible activities are removed. The application will be evaluated based on the remaining eligible activities.

6C. Scoring

Each independent evaluator will evaluate all complete, eligible applications and score them using the following criteria (weight noted parenthetically). Scores will be assigned utilizing whole numbers only.

Applications will be scored in accordance with the criteria detailed below:

- Project Plan: 0- 20 points
- Project Team: 0-10 points
- Matching/Leveraging Funds: 0-10 points
- Jobs: 0-10 points
- Energy Savings and Renewable Energy Production: 0-40 points
- Greenhouse Gas Reduction: 0-10 points
- Special Community Designations: 0-10 points

Project Plan (0-20 points)

Each independent evaluator will score the quality of the project plan with a view to the following criteria.

- To what degree does the applicant have a well-considered plan with a clear schedule to produce tangible results?
- To what extent will the applicant deploy proven technologies and strategies that have a high chance of generating the forecasted savings or renewable power?
- To what extent does the applicant demonstrate the financial and management capacity to absorb set-backs to the proposed project plan?
- To what extent can the project transition to a sustainable business model that will persist after Recovery Act funds are expended and contribute to the growth of the clean energy sector in Florida?
- To what extent is the budget sufficiently detailed and reasonable in anticipating project costs?
- To what degree the applicant has incorporated its plan with the RPC?

Project Team (0-10 points)

Each independent evaluator will score the experience and qualifications of the project team for their assigned role with the project. Relevant work experience and qualifications for team members as well as the completeness of the team for the proposed work program will be reviewed.

Matching/Leveraging Funds (0-10 points)

The FECC wants to encourage applicants to use other sources of funding (i.e. match/leveraging funds) in combination with EECBG funding. Each independent evaluator will assess the application using the following scoring scale for Match/Leveraging Funds as a percentage of Total Project Cost:

- 0 points = \$1.00 up to and including 1% of the Total Project Cost.
- 1 points = Greater than 1% up to and including 10% of the Total Project Cost.
- 2 points = Greater than 10% up to and including 20% of the Total Project Cost.
- 3 points = Greater than 20% up to and including 30% of the Total Project Cost.
- 4 points = Greater than 30% up to and including 40% of the Total Project Cost.
- 5 points = Greater than 40% up to and including 50% of the Total Project Cost.
- 6 points = Greater than 50% up to and including 60% of the Total Project Cost.
- 7 points = Greater than 60% up to and including 70% of the Total Project Cost.
- 8 points = Greater than 70% up to and including 80% of the Total Project Cost.
- 9 points = Greater than 80% up to and including 90% of Total Project Cost.
- 10 points = Greater than 90% of Total Project Cost.

Jobs (0-10 points)

The May 2009 report, "Estimates of Job Creation from the American Recovery and Reinvestment Act of 2009" from the Executive Office of the President and Council of Economic Advisors, estimates for the job-years created by direct government spending that it takes approximately \$92,000 of spending to create one job-year.

Each independent evaluator will score projects higher if they create or retain more jobs per \$92,000 of EECBG funding. For example, a project that creates or retains 1 job per \$92,000 of EECBG funding will score a 1 and a project that creates or retains 10 jobs per \$92,000 of EECBG money will score a 10.

Applicants must estimate the total short-term and long term jobs and provide justification of all job creation/retention estimates.

- Short-term: Document the number of year-long (2080 hours per year), full-time equivalent jobs created or retained directly by the project in the twelve months following the full-legal commitment of EECBG funds to the project.
- Long-term: Document the number of year-long (2080 hours per year), full-time equivalent jobs that will be created or retained in efforts related to the project in calendar year 2012.

Use the total jobs estimated above to calculate jobs created or retained per \$92,000 of EECBG funding:

1. Divide the total EECBG funds requested by \$92,000.
2. Divide the Total Jobs number by the results of #1 above.

This number will serve as the jobs score, rounded to the nearest whole number.

Energy Savings and Renewable Energy Production (0-40 points)

All grant applications shall include an estimate of the average annual energy savings and renewable energy production from January 2011 to December 2020 and calculate the annual energy saved and/or renewable energy produced per dollar of EECBG funds invested.

FECC staff will rank projects according to their energy savings per dollar of EECBG funds invested and scored. A project in the bottom five percent of projects for energy savings/production will score 2 point, and a project in the second five percent will score a 4 and so on up to 40 points for the projects in the top five percent.

Applicants must use the DOE Metrics Calculator for State Energy Program and Energy Efficiency and Conservation Block Grant Program located on the FECC's Web site, MyFloridaClimate.com, for all calculations.

Greenhouse Gas Reduction (0-10 points)

All grant applications shall include an estimate of the average greenhouse gas reduction from January 2011 to December 2020 and calculate the annual greenhouse gas reduction per dollar of EECBG funds invested. FECC staff will rank projects according to their greenhouse gas reduction per dollar of EECBG funds invested and scored. A project in bottom ten percent of projects for energy savings/generation will score 1 point, and a project in the second ten percent will score a 2 and so on up to 10 points for the projects in the top 10 percent.

Applicants must use the DOE Metrics Calculator for State Energy Program and Energy Efficiency and Conservation Block Grant Program located on the FECC's Web site, MyFloridaClimate.com, for all calculations.

Special Community Designations: 0 or 10 points

Applications will receive 10 points if the proposed project is located within any of the boundaries of the following designated areas. Applicants must state their Special Community Designation(s) and provide documentation for any Special Community Designation claimed on the application and such designation must be verifiable with the appropriate agency.

- Empowerment Zone, Enterprise Community, or Champion Community, pursuant to the Economic Empowerment Act of 1993
- Rural Area of Critical Economic Concern designated by the Governor
- Area of Critical State Concern pursuant to Chapter 380.05, F.S.
- Florida Enterprise Zone pursuant to Chapter 290.0065, F.S.
- HUD-designated Renewal Community
- Florida Front Porch Community
- A city or county located within a fiscally constrained county pursuant to Chapter 218.67 (1), F.S.

7. Final Ranking Process

Final Ranking for Category 1

Category 1, two-thirds (\$12.4 million) of the available grant funds will be based upon the highest averaged ranking, the FECC's final decision, and availability of funding.

After the grant applications are scored by each independent evaluator, the FECC's executive director will add each applicant's score from the individual evaluators and divide that number by the total number of individual evaluators. The FECC's executive director will then develop a ranking list for applications based on the highest ranking averaged scores for each Category. For example, the top scored application in Category 1 will be assigned a ranking number of 1, the second highest scored application in Category 1 will be assigned a ranking number of 2, the third highest scored application in Category 1 will be assigned a ranking number of 3, and so on, until all eligible applications in Category 1 are ranked.

The FECC's executive director will request that representatives of the top-ranked proposals provide brief presentations to the FECC. Following the recommendations from the FECC's executive director and presentations by the applicants, the FECC Members will have the opportunity to finalize the ranking of Category 1 proposals. The FECC's final decision to award grant funding will be based upon highest averaged final ranking and availability of funding. Grants will be awarded up to the total amount of funding available.

Final Ranking for Category 2

Category 2, one-third (\$6.2 million) of the available grant funds dedicated to assist small cities and counties, will be based upon highest averaged ranking and availability of funding.

After the grant applications are scored by each independent evaluator, the FECC's executive director will add each applicant's score from the individual evaluators and divide that number by the total number of individual evaluators. The FECC's executive director will then develop a ranking list for applications based on the highest ranking averaged scores for each Category. For example, the top scored application in Category 2 will be assigned a ranking number of 1, the second highest scored application in Category 2 will be assigned a ranking number of 2, the third highest scored application in Category 2 will be assigned a ranking number of 3, and so on, until all eligible applications in Category 2 are ranked. Grants will be awarded up to the total amount of funding available.

8. Application Submittal

Any material submitted in response to this application process will become a public record pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, unless addressed as set forth below.

DISCLOSURE AND OWNERSHIP OF PLAN CONTENTS: An applicant's response to this application process shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in an

application (including, without limitation, technical and price information), and any Grant Agreement resulting from this application process, which will incorporate the successful application, will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. Submission of an application shall constitute a waiver of any copyright protection which might otherwise apply to the FECC's production, disclosure, inspection and copying of such application and Grant Agreement, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. The application, upon submission, and the Grant Agreement shall be the property of the FECC. The FECC reserves the right to use any and all information contained in an application received to this application process.

Any content submitted to the FECC which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the application, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the application or other document in which the content is set forth. Any exemption asserted must meet the requirements of the underlying statute cited in order to be exempt.

Applications must be submitted in sealed envelopes/packages, the face referencing EECBG APPLICANT FOR NON-ENTITLED CITIES AND COUNTIES with the date and time of the submittal deadline. Submit at least one clearly marked ORIGINAL, five (5) additional copies and one digital format on a non-rewriteable CD, preferably PDF, of the application and all supplemental materials. Each applicant is responsible for ensuring its application is received and delivered at the proper time and to the proper place. The FECC shall not consider late proposals. To be considered, SEALED APPLICATIONS MUST BE RECEIVED BY FECC STAFF BEFORE FEBRUARY 12, 2010 AT 5 PM EST.

Any person requiring a special accommodation because of a disability should call the FECC at (850) 487-3800 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact the FECC by using the Florida Relay Service at (800) 955-8771 (TDD).

Applications must be delivered by February 12, 2010 at 5 PM EST to:

Florida Energy & Climate Commission
Executive Office of the Governor
EECBG Subgrants
600 S. Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

9. FECC Procedures for Motion of Reconsideration

- a. Any applicant to this grant program who is adversely affected by an order and/or decision of the FECC may file a motion for reconsideration of that order and/or decision. The

FECC will not entertain any motion for reconsideration of any order that disposes of a motion for reconsideration.

- b. An applicant or agency may file a response to a motion for reconsideration and may file a cross motion for reconsideration. A party may file a response to a cross motion for reconsideration.
- c. A final order or decision by the FECC shall not be deemed rendered for the purpose of judicial review until the FECC disposes of any motion and cross motion for reconsideration of that order, but this provision does not serve automatically to stay the effectiveness of any such final order. The time period for filing a motion for reconsideration is not tolled by the filing of any other motion for reconsideration.
- d. Failure to file a timely motion for reconsideration, cross motion for reconsideration, or response, shall constitute waiver of the right to do so.
- e. Any motion for reconsideration or response to a motion filed pursuant to the procedure approved by the FECC shall contain a concise statement of the grounds for reconsideration .
 - A motion for reconsideration of a final order or final decision of the FECC shall be filed within 10 days after issuance of the order.
 - A response to a motion for reconsideration or a cross motion for reconsideration shall be served within 7 days of service of the motion for reconsideration to which the response or cross motion is directed.
 - A response to a cross motion for reconsideration shall be filed within 7 days of service of the cross motion.

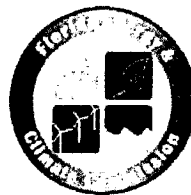
10. Questions

Questions regarding this solicitation must be submitted in writing by either fax or email and will only be answered in writing. Direct all questions to energy@eog.myflorida.com or (850) 922-9701 (fax) with the subject line "EECBG" or:

Florida Energy & Climate Commission
Executive Office of the Governor
Attn: Alexander Mack, EECBG
600 S. Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

Answers will be posted weekly to: <http://www.myfloridacclimate.com>

The FECC is not bound by any verbal information or by any written information not contained within the solicitation document(s) formally noticed and issued by the FECC, or ultimately included in the grant agreement.



**GRANT ASSISTANCE PURSUANT
TO THE FLORIDA
ENERGY EFFICIENCY &
CONSERVATION SUBGRANTS**

A. PROJECT INFORMATION

Title:			
Project Location:			
Are there multiple partners? If so, state how many partners.		Grant Application Category:	

LEAD APPLICANT

Contact Name:			
Organization:			
Address Line 1:			
Address Line 2:			
City:		State:	
		Zip:	
Email:			
Phone:		Fax:	

PARTNERING APPLICANT(S)

Contact:			
Organization:			
Address Line 1:			
Address Line 2:			
City:		State:	
		Zip:	
Email:			
Phone:		Fax:	

**Include additional partners as an addendum.*

REQUIRED REGISTRATION INFORMATION

Legal Name of Lead Applicant:	
FEID No:	
DUNS No:	
CCR Expiration Date:	
MFMP Status:	

FUNDING REQUEST AND COST SHARE

1. Total Amount of Grant Funds Requested:	
2. Total Matching Funds (Provided by applicant and project partners):	
3. Total Project Cost (Add amounts in 1 and 2):	
4. Match Percentage (Divide amount in 2 by amount in 3):	

JOBS CREATED/RETAINED

1. Total Short Term Jobs	
2. Total Long Term Jobs	
3. Total Jobs (Add the numbers from 1 and 2)	
4. Total EECBG Funds Requested	
5. Jobs Divisor (Divided the amount in 4 by \$92,000)	
6. Job Score (Divide the number in 3 by the number in 5) <i>Please round to nearest whole number</i>	

ENERGY SAVINGS AND ENERGY PRODUCTION				
Activity	Million Source Btu Saved	MWh Saved	Thousand Cubic Feet Natural Gas Saved	Gallons Gasoline Saved
Total Source Btu Saved (millions)				
Total Cost Savings				
*Include additional activities as an addendum.				
GREENHOUSE GAS REDUCTION				
Activity	Metric Tons Carbon Reduced			
Total Carbon Reduced (metric tons)				
*Include additional activities as an addendum.				
SPECIAL COMMUNITY DESIGNATION(S)				
Identify any Special Community Designation(s) and provide documentation for any Special Community Designation claimed as an addendum.				
CERTIFYING OFFICIAL				
Certifying Official's Signature <i>*If signed by a person designated by the local governing body, a copy of the resolution must be included.</i>				
Certifying Official's Name (printed):				
Title:				
Organization:				

PROJECT NARRATIVE

B. PROJECT BACKGROUND: Provide a summary of the project and the background justification supporting the need for the Commission to fund the project. Include experience and qualifications of the project team for their assigned role with the project. This section is limited to one page. If multiple jurisdictions choose to partner in their application, the page limit is increased to two pages. Pages submitted beyond the page limit will not be reviewed.

PROJECT NARRATIVE (cont.)

C. DESIRED OUTCOMES: Provide a list of outcomes, in bullet format, expected to be achieved as a result of completing this project. This section is limited to one page. If multiple jurisdictions choose to partner in their application, the page limit is increased to two pages. Pages submitted beyond the page limit will not be reviewed.

PROJECT NARRATIVE (cont.)

D. PROJECT DESCRIPTION: Indicate the eligible activity(ies) selected and provide a detailed description of the work to be performed for the project. Include maps, graphs, charts, etc. to support project activities. Project descriptions should consist of a list of major tasks for accomplishing the project with specific sub-activities detailed within each task heading. This section is limited to two pages. If multiple jurisdictions choose to partner in their application, the page limit is increased to three pages. Pages submitted beyond the page limit will not be reviewed.

PROJECT NARRATIVE (cont.)

E. PROJECT MILESTONES/DELIVERABLES/OUTPUTS: Identify the month of the project during which each task will start and be completed. Identify in which months of the project the outputs/deliverables will be accomplished. This section is limited to three pages. If multiple jurisdictions choose to partner in their application, the page limit is increased to five pages. Pages submitted beyond the page limit will not be reviewed.

PROJECT BUDGET

F. PROJECT BUDGET SUMMARY: Summarize the Total Project Cost by budget (including both requested grant funds and match/leveraged funds) by Budget Category and round each Budget Category subtotal to the nearest whole dollar value.

Budget Category	Grant Funds	Cost Share: matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries			
2. Fringe Benefits			
3. Travel (if authorized)			
4. Supplies/Other Expenses			
5. Equipment			
6. Contractual Services			
7. Indirect (if authorized)			
Total Project Budget			
Total Project Cost		= Grants Funds + Cost Share	
Cost Share Percentage		= Cost Share / Total Project Cost	

PROJECT BUDGET (cont.)

G. BUDGET DETAIL: Provide a detailed, line-item budget using the worksheet format shown below. Provide accurate calculations to justify the cost of each budget line-item. Round only the subtotals for each Budget Category amount to the nearest whole dollar value. Use additional lines if necessary. For each budget line-item, identify in the appropriate column if the cost is: 1) Grant or match, 2) a direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. Up to 10% of grant funds may be used for administrative expenses, excluding the cost of meeting the reporting requirements of the program. Administrative costs are allowable, reasonable, and allocable direct and indirect costs related to overall management of the awarded grant.

A description of what is required for each Budget Category is as follows:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip and the per diem. The Commission can only pay for travel at the approved State of Florida rate (Section 112.061, Florida Statutes). Be prepared to provide the Commission with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature.
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate - The FECC prefers that Indirect Costs, if required, are utilized as match. If Indirect Costs are requested to be reimbursed with grant funds, they must be authorized and based on a specified rate in consultation with the Commission. The Indirect Cost Rate and the direct costs upon which the amount of Indirect Cost is calculated must be reasonable, measurable, documented and the Indirect Cost Rate must be consistently applied. Indirect Costs are included in project Administrative expenses as described above.
8. Total Budget Category - Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

1. Salaries									
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or match = M	direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N	
	\$	*		=	\$				
	\$	*		=	\$				
	\$	*		=	\$				
	\$	*		=	\$				
	\$	*		=	\$				
Sub-Totals for Salaries Category					\$				

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A"	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or match = M	direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
Sub-Total of Fringe Benefits Category						\$			

3. Travel * Cannot exceed cost limitations described in Ch. 112.061, F.S.									
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or match = M	direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N		
				\$					
				\$					
				\$					
				\$					
Sub-Total of Travel Category				\$					

4. Supplies - Other Expenses									
Description	Unit Cost (\$)	*	Quantity		Total Cost (\$)	Grant = G or match = M	direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
	\$	*		=					
	\$	*		=					
	\$	*		=					
	\$	*		=					
Sub-Total of Supplies - Other Expenses Category					\$				

5. Equipment									
Description	Unit Cost (\$)	*	Quantity		Total Cost (\$)	Grant = G or match = M	direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
	\$	*		=					
	\$	*		=					
	\$	*		=					
	\$	*		=					
Sub-Total of Equipment Category					\$				

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity		Total Cost (\$)	Grant = G or match = M	direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
		\$	*		=				
		\$	*		=				
		\$	*		=				
		\$	*		=				
Sub-Total of Contractual Services Category					\$				

7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total direct costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for match
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
Sub-Total of Indirect Costs Category				=	\$	=	\$	+	\$

8. Total Project Budget					
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total match Costs
	\$	=	\$	+	\$
	\$	=	\$	+	\$
	\$	=	\$	+	\$
	\$	=	\$	+	\$
Total Project Budget	\$	=	\$	+	\$

ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT APPLICATION

ATTACHMENT B
ARRA ENVIRONMENTAL CHECKLIST
PAGES 28, 29, AND 30 OF 44

U.S. DEPARTMENT OF ENERGY
GOLDEN FIELD OFFICE



ENVIRONMENTAL CHECKLIST
(To Be Completed by Potential Recipient)

The Department of Energy (DOE) is required by the National Environmental Policy Act (NEPA) of 1969 as amended (42 U.S.C. 4332(2), 40 CFR parts 1500-1508) and DOE implementing regulations (10 CFR 1021) to consider the environmental effects resulting from federal actions, including providing financial assistance. Please provide the following information to facilitate DOE's environmental review. DOE needs to evaluate the requested information as part of your award negotiation.

Instructions and Handbook: Terms that appear in blue have more detailed information available to assist you in completing the form. Save the form to your local directory. Leave your internet browser open and open the form in Word from the local directory. Click on the blue term and it will automatically open the handbook at the appropriate place. Click on the back button to return to your form. Or, you may click [here](#) to open the handbook.

PART I: General Information

Project

Title: _____

Solicitation Number: _____

1. Please describe the intended use of DOE funding in your proposed project. For example, would the funding be applied to the entire project or only support a phase of the project? Describe the activity as specifically as possible, i.e. planning, feasibility study, design, data analysis, education or outreach activities, construction, capital purchase and/or equipment installation or modification.

2. Does any part of your project require review and/or permitting by any other federal, state, regional, local, environmental, or regulatory agency? ☐ Yes ☐ No

If yes, please provide a list of required reviews and permits in the appropriate item number in Part II.

3. Has any review (e.g., NEPA documentation, permits, agency consultations) been completed? ☐ Yes ☐ No

If yes, is a finding or report available and how can a copy be obtained?

4. Is the proposed project part of a larger scope of work? ☐ Yes ☐ No If yes, please describe.

Do you anticipate requesting additional federal funding for subsequent phases of this project? ☐ Yes ☐ No

If yes, please describe.

5. Does the scope of your project **only** involve one or more of the following:

- ☐ Information gathering such as literature surveys, inventories, audits,
- ☐ Data analysis including computer modeling,
- ☐ Document preparation such as design, feasibility studies, analytical energy supply and demand studies, or
- ☐ Information dissemination, including document mailings, publication, distribution, training, conferences, and informational programs.

If the scope of your project is **limited** to the block(s) checked above, please skip to Part III, otherwise, continue to Part II.

PART II: Environmental Considerations

Table A. Please indicate if any of the following conditions or special areas is present, required, or could be affected by your project:

Item No.	Description	Yes/No	Specific nature or type of activity or condition. If a consultation, approval, or permit applies, please describe.
1	Clearing or Excavation (indicate if greater than 1 acre)		
2	Dredge and/or Fill. Specify the number of acres involved.		
3	New or Modified Federal/State Permits And/or Requests for Exemptions		
4	Pre-Existing Contamination		
5	Asbestos		
6	Criteria Pollutants		
7	Non-Attainment Areas		
8	Class I Air Quality Control Region		
9	Navigable Air Space		
10	Areas with Special Designation (e.g., National Forests, Parks, Trails)		
11	Prime, Unique or Important Farmland		
12	Archeological/Cultural Resources		
13	Threatened/Endangered Species and/or Critical Habitat		
14	Other Protected Species (Wild Burros, Migratory Birds)		
15	Floodplains		
16	Special Sources of Groundwater (e.g., Sole Source Aquifer)		
17	Underground Extraction/Injection (non-hazardous substances)		
18	Wetlands		
19	Coastal Zones		
20	Public Issues or Concerns		
21	Noise		
22	Depletion of a Non-Renewable Resource		
23	Aesthetics		

Table B. Would your project use, disturb, or produce any chemicals or biological substances? (i.e., pesticides, industrial process, fuels, lubricants, bacteria) If not, skip to Section C.

Please indicate if any of the materials or processes listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific type, use, or condition
1	Polychlorinated Biphenyls (PCBs)				
2	Import, Manufacture, or Processing of Toxic Substances				
3	Chemical Storage, Use, and Disposal				
4	Pesticide Use				
5	Hazardous, Toxic, or Criteria Pollutant Air Emissions				
6	Liquid Effluent				
7	Underground Extraction/Injection (hazardous substances)				
8	Hazardous Waste				
9	Underground Storage Tanks				
10	Biological Materials. Indicate if genetically altered materials are involved.				

Table C. Would your project require or produce any radiological materials? If not, skip to Part III.

Please indicate if any of the materials listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific nature of use
1	Radioactive Mixed Waste				
2	Radioactive Waste				
3	Radiation Exposures				

Part III: Contact Information

Please provide the name of the preparer of this form and a contact person who can answer questions or provide additional information.

Preparer _____ Telephone Number _____ E-mail Address _____

Contact _____ Telephone Number _____ E-mail Address _____

ATTACHMENT C FEDERAL REGULATIONS

STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES DEPARTMENT OF ENERGY AWARDS

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance
Other Federal Regulations	
45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

ATTACHMENT D
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

ATTACHMENT D
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Energy Efficiency and Conservation Block Grant Application

Attachment D – Federal Funding Grantee, Subgrantee and Contractor Provisions

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ATTACHMENT D
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS

12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the “Buy American Act.” The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors’ labor relations on federally funded construction projects**

**ATTACHMENT D
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS**

a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

- 25. Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
- 26. 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.
- 27. False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, 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.

ATTACHMENT E
MONTHLY PROGRESS REPORT

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Each recipient shall submit an electronic Progress Report to the FECC. All Progress Reports must include all reporting requirements as specified by the State of Florida and ARRA. The FECC reserves the right to modify Attachment F, Monthly Progress Reports, or request additional Progress Reports or other reports on any aspect(s) of the proposed activities, as needed.

Not later than 3 days after the end of each calendar month, each recipient shall submit an electronic report to the FECC that contains, but is not limited to a detailed list of all projects or activities for which recovery funds were expended or obligated, including:

- Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)
- Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.
- Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- Identify and submit copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)
- Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.
- Provide a project match Budget update, comparing the match Project Budget to actual costs to date.
- Where applicable provide critical metrics using the DOE Metrics Calculator on the following:
 - Job creation/retention
 - Full-time
 - Part-time
 - Energy Savings (kwh equivalents)
 - Annual reduction in natural gas consumption (mmcf), by sector
 - Annual reduction in electricity consumption (MWh), by sector
 - Annual reduction in electricity demand (MW), by sector
 - Annual reduction in fuel oil consumption (gallons), by sector
 - Annual reduction in propane consumption (gallons), by sector
 - Annual reduction in gasoline and diesel fuel consumption (gallons), by sector
 - Energy Cost Savings
 - Dollars saved
 - Renewable Energy Capacity and Generation

ATTACHMENT E
MONTHLY PROGRESS REPORT

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)
- Emissions Reductions
 - Amount of green house gases reduced (CO2 equivalents)
 - Amount of criteria air pollutants reduced (tons)
- If applicable to the activity, provide program activity metrics on the following:
 - Building Retrofits
 - Number of buildings retrofitted, by sector
 - Building Energy Audits
 - Number of audits performed, by sector
 - Floor space audited, by sector
 - Auditor's projection of energy savings, by sector
 - Building Codes and Standards
 - Name of new code adopted
 - Name of old code replaced
 - Number of new and existing buildings covered by new code
 - Building Retrofits
 - Number of buildings retrofitted, by sector
 - Loans and Grants
 - Number and monetary value of loans given
 - Number and monetary value of grants given
 - Small-scale Renewable Energy Applications Installed
 - Number and size of solar energy applications installed
 - Clean Energy Policy
 - Number of alternative energy plans developed or improved
 - Number of renewable portfolio standards established or improved
 - Number of interconnection standards established or improved
 - Number of energy efficiency portfolio standards established or improved
 - Number of other policies developed or improved
 - Financial Incentives for Energy Efficiency and Other Covered Investments
 - Monetary value of financial incentive provided, by sector
 - Total value of investments incentivized, by sector
 - Energy Efficiency Rating and Labeling
 - Types of energy consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee
 - Government, School, Institutional Procurement
 - Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

ATTACHMENT E
MONTHLY PROGRESS REPORT

- Industrial Process Efficiency (kwh equivalents)
 - Reduction in natural gas consumption (mmcf)
 - Reduction in fuel oil consumption (gallons)
 - Reduction in electricity consumption (MWh)
- Renewable Energy Market Development
 - Number and size of large scale solar energy systems installed
 - Number and size of large scale wind energy systems installed
 - Number and size of other large scale renewable energy systems installed
- Small-scale Renewable Energy Applications Installed
 - Number and size of solar energy applications installed
 - Number and size of wind energy applications installed
 - Number and size of other renewable energy applications installed
- Technical Assistance
 - Number of information contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measures were recommended, by sector
- Transportation
 - Number of alternative fuel vehicles purchased
 - Number of conventional vehicles converted to alternative fuel use
 - Number of new alternative refueling stations emplaced
 - Number of new carpools and vanpools formed
 - Number of energy-efficient traffic signals installed
 - Number of street lane-miles for which synchronized traffic signals were installed (if known)
- Workshops, Training, and Education
 - Number of workshops, training, and education sessions held, by sector
 - Number of people attending workshops, training, and education sessions, by sector



Kimley-Horn
and Associates, Inc.

January 20, 2010

■
Suite 200
2601 Cattlemen Road
Sarasota, Florida
34232

The Honorable Shirley Groover Bryant
Mayor of City of Palmetto
516 8th Avenue West
Palmetto, FL 34221

Re: American Recovery and Reinvestment Act of 2009 Energy Efficiency
and Conservation Block Grant

Dear Mayor Bryant:

Kimley-Horn and Associates, Inc. ("KHA" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Palmetto (the "Client" or the "City") for providing professional services for the Energy Efficiency and Conservation Block Grant (EECBG) Application. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

The City of Palmetto has requested assistance in the preparation and submittal of an Energy Efficiency and Conservation Block Grant (EECBG) Application in response to the request issued by the Executive Office of the Governor and Florida Energy and Climate Commission (FECC) for Non-Entitlement Cities and Counties. The EECBG is intended to:

1. Reduce fossil fuel emissions in a manner that is environmentally sustainable, and to the maximum extent practicable, maximizes benefits for local and regional communities;
2. Reduce the total energy use of the eligible entities; and
3. Improve energy efficiency in the building sector, building envelope, the transportation sector, and other appropriate sectors.

The FECC will distribute funds to non-entitlement communities through a competitive process as outlined in Energy Efficiency and Conservation Block Grant Application – Application Guidelines. The Application is intended to be coordinated with applicable City plans, development codes, available studies and planned improvements as identified by the City.



TEL 941 379 7600
FAX 941 379 4352



SCOPE OF SERVICES

TASK 1.0 – GRANT APPLICATION

KHA will conduct a project kick-off meeting after receiving Notice-to-Proceed from the City of Palmetto. This phase of the project will address the project schedule, coordination and project requirements, project goals, and project objectives.

This task will consist of the following subtasks:

- 1.1 KHA will meet with appropriate City staff two (2) times and review proposed projects and priorities applicable per the requirements of the EECBG Application. KHA will assist the City to assess the scope of the grant and summarize the status of proposed projects and strategies relative to the grant selection criteria.
- 1.2 KHA will review, with representatives from the City, the Capital Improvement Plans, City Budget, Community Redevelopment Agency Master Plan, past studies, timing of related projects, and identify key issues applicable to the Grant Application.
- 1.3 KHA will coordinate with the City and with the FECC Grant program manager and follow-up by telephone, as reasonably required, regarding the status of the grant criteria and application process.
- 1.4 KHA will assist the City and coordinate with the Tampa Bay Regional Planning Council (RPC) by telephone, one (1) time, regarding regional coordinating plans.
- 1.5 KHA will prepare the preliminary (draft) Grant Application for review by the City of Palmetto. KHA will revise the Application two (2) times per City comments.
- 1.6 KHA will prepare the final Grant Application for submittal to the FECC.

Deliverable: The KHA team will assist the City to prepare and submit the EECBG Application.

TASK 2.0 – GRANT ADMINISTRATION AND GRANT DELIVERABLES

Upon receipt of notice that the grant application is successful, KHA will provide grant administration services and serve as project manager for completion of the deliverables required by the grant terms and conditions. This phase of the project will address the project schedule, coordination and project requirements, project goals, and project objectives.

KHA will meet with appropriate City staff three (3) times and review proposed projects and priorities applicable per the requirements of the EECBG Application. KHA will assist the City to assess the scope of the grant and summarize the status of proposed projects and strategies relative to the grant selection criteria. KHA will assist the City with administration and management of the grant under the terms of the grant agreement and will also assist the City to prepare the required reports for submittal by the City to the



FECC. It is understood the City will prepare the necessary accounting statements required for inclusion in the monthly and final reports.

Deliverable: The KHA team will assist the City to administer the grant per the terms of the accepted grant application. KHA will assist the City to prepare the monthly status reports as required by the Grant for City submittal to the FECC. KHA will also assist the City in the preparation of the annual and final report.

ADDITIONAL SERVICES

Any services not specifically provided in the above scope of services, as well as any changes in the scope you request, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance. Additional services may include, but are not limited to the following:

1. GIS data compilation.
2. Attendance at additional meetings beyond those identified above.
3. Environmental analysis, National Environmental Policy Act (NEPA) assessment as may be required for projects.
4. Marketing materials, such as colored plots, renderings or sales maps.
5. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
6. Additional analysis resulting from added development analysis or changes in the plan.
7. Any services not specifically described in the above Scope of Services.

INFORMATION PROVIDED BY THE CLIENT

KHA shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by KHA during the project, including but not limited to the following.

1. City and Community Redevelopment Agency (CRA) Geographic Information System (GIS) maps, exhibits specific to the proposed projects and activities.
2. City Comprehensive Plans.
3. City Land Development Codes.
4. Current CRA Master Plan and supporting documentation.
5. Information and studies relative to the City's Enterprise Zone.



6. Existing and proposed City Capital Improvement Programs.
7. Previous design and implementation studies and manuals, and development projects, including funding and budgeting summaries.
8. County Property Assessor's data.
9. Plans and record drawings for existing and programmed improvements.
10. Existing economic data and analysis.

FEE AND BILLING

KHA will perform the Scope of Services in Task 1.0 for a lump sum fee of \$10,000. All permitting, application, and similar project fees will be paid directly by the Client. Upon successful acceptance of the grant application, KHA will complete the services outlined in Task 2.0 for 10% of the grant award, not to exceed \$25,000, as allowed for by the EECBG.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 45 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the City of Palmetto.

KHA, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

_____ Please email all invoices to _____@_____._____.

_____ Please email invoices to _____@_____._____ AND
provide a hard copy to the address listed above (please note below if it should be to some
else's attention or an alternative address).

_____ Please ONLY provide a hardcopy invoice to the address listed above (please note
below if it should be to some else's attention or an alternative address).

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.



Kimley-Horn
and Associates, Inc.

The Honorable Shirley Groover Bryant, Mayor of City of Palmetto
January 20, 2010, Page 5

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

B. Kelley Klepper, AICP

Seth E. Schmid, P.E.

BKK/SES/ah (M:\Marketing\Propose\City of Palmetto\EECBG-Application-012010.doc)

Attachments: City of Palmetto Standard Provisions

Agreed to this _____ day of _____ 2010

CITY OF PALMETTO

By: _____

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

KIMLEY-HORN AND ASSOCIATES, INC.
CITY OF PALMETTO STANDARD PROVISIONS
(Sections 4 and 10 modified per Client's request)

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 45 days at 12 per cent, as provided for in the Florida Prompt Payment Act, F.S. 285.375 (7). If the Client fails to make any payment due the Consultant under this or any other agreement within 50 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents

without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk.

In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$300,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual

of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) Hazardous Substances and Conditions.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Federal ID Number						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners