INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation created under the laws of the State of Washington, and **Snohomish County**, (hereinafter referred to as "the County"), 3402 McDougall Avenue, Everett, Washington, 98201.

WHEREAS, the United States Department of Energy (U.S. DOE) established the Clean Cities program in 1993 as a voluntary government-industry partnership program within the Office of Energy Efficiency and Renewable Energy's Vehicle Technologies Program; and

WHEREAS, the Puget Sound Clean Cities Coalition is part of the U.S. DOE Clean Cities program and is an Agency program that promotes the use of alternative fuels and advanced vehicle technologies in fleet operations with the goal of eliminating the use of petroleum fuels; and

WHEREAS, the Agency was awarded Grant No. DE-EE0002020 by the U.S. DOE using funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) on December 3, 2009 to fund the Puget Sound Clean Cities Petroleum Reduction Project, which includes funding for the County as a subrecipient to facilitate the purchase of alternative fuel and advanced technology vehicles as well as funding to install biodiesel fueling stations and an ethanol fueling station in the County; and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with the County for the purposes of increasing the use of alternative fueled vehicles and advanced technology vehicles as a means to reduce U.S. dependence on imported petroleum, to increase fuel economy, and to reduce emissions of greenhouse gases and common air contaminants; and

WHEREAS, the County represents and warrants that it is available, experienced, and qualified to perform said services; and

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.;

NOW, THEREFORE, the Agency and the County mutually agree as follows:

1. Purpose and Scope of this Agreement.

The Agency is conducting this project as part of the Puget Sound Clean Cities Coalition Petroleum Reduction Project Grant (Grant No. DE-EE0002020) awarded to the Agency from the U.S. DOE. A copy of the grant award is attached hereto as Attachment A, and its terms are incorporated herein by reference. Under this Agreement, the County shall be responsible for: the purchase of up to twenty (20) alternative fuel and advanced technology vehicles; and

the design and installation of two (2) biodiesel fueling stations and one (1) ethanol fueling station. The County shall remain the owner and operator of the fleet vehicles and the fueling stations for their useful life.

Project objectives are to:

1. Purchase of up to twenty (20) alternative fuel and advanced technology vehicles by the County.
2. Install two (2) biodiesel and one (1) ethanol fueling station in the County.
3. Collect and provide data on vehicle use, fuel dispensing and training information for the purchased vehicles and installed stations to the Agency Project Manager.
4. Create and retain jobs.

A. Duties of the County

Task I. Vehicle Authorization and Procurement

The County is authorized under this Agreement to order vehicles listed in Attachment B to this Agreement using the current contracts from the Washington State Department of General Administration Office of State Procurement listed on the Vehicle Contract Listing website: http://www.ga.wa.gov/Vehreq/Veh-contract.html. The County may request that the Agency Project Manager revise Attachment B to add a vehicle or category of vehicles by submitting an e-mail request to the Agency Project Manager not more than once per calendar quarter and obtaining an amended Attachment B from the Agency Project Manager.

> **Task I Deliverable:** For authorized vehicles ordered after December 3, 2009 and prior to the date of execution of this Agreement, the County shall provide electronic copies of purchase orders to the Agency Project Manager within two weeks of contract execution.
>
> When ordering authorized vehicles after execution of this Agreement, the County shall add the words "Clean Cities Grant - U.S. DOE" on the "Notes" section of the purchase order(s), and submit an electronic copy of the completed purchase order to the Agency Project Manager within one week after ordering the authorized vehicles.

Task II. County Reimbursement Request

The County shall submit requests for cost reimbursement for vehicles purchased pursuant to Task I to the Agency Project Manager as described in Section 3 of this Agreement.

Task III. Post-Purchase Requirements for Vehicle Procurement under Task I

a. Upon receipt of "Clean Cities" vehicle decals and Application Instructions from the Agency Project Manager, the County shall affix these decals to the exterior of the authorized vehicles as directed under the Application Instructions.

b. The County shall digitally photograph one (1) vehicle showing the "Clean Cities" vehicle decal affixed, for each vehicle model type identified in Attachment B (e.g., when purchasing twenty (20) Toyota Priuses, photograph one of those vehicles) and submit this digital photo by e-mail to the Agency Project Manager.

Task III(b) Deliverable and Due Date: The County shall submit photographs electronically to the Agency Project Manager within four weeks of the date that the Agency Project Manager provides the decals to the County.

c. The County shall complete and submit an Interim Status Report to the Agency Project Manager using the form provided in Attachment C to this Agreement.

Task III(c) Deliverable and Due Date: The County shall submit an Interim Status Report using the form provided in Attachment C by January 20, 2011 via e-mail to the Agency Project Manager.

Task IV. Fueling Station Design Plan

The County shall prepare a Fueling Station Design Plan for the three (3) alternative fueling stations: two (2) B20+ biodiesel and one (1) E85 ethanol fueling station. The Fueling Station Design Plan shall include:

a. Map(s) showing the area(s) where the fueling stations are to be installed.
b. Design drawing(s) showing specific location(s) of storage tanks and dispensing equipment. The design must meet all regulatory requirements, including but not limited to, National Fire Protection Association codes.
c. If the County chooses to hire a contractor to perform Task IV(a) or (b), the County shall submit copies of all solicitations to the Agency Project Manager for approval prior to their issuance. After obtaining written approval for the solicitations from the Agency Project Manager, the County shall follow Washington State competitive procurement procedures for an open, competitive solicitation process as outlined in Washington State's Competitive Procurement document: http://www.ofm.wa.gov/contracts/resources/competitive_proc_overview.pdf or the equivalent competitive procurement procedures adopted by County code. Within one week of concluding the solicitation process, the County shall submit the following documents to the Agency Project Manager by e-mail:
    i. A brief, written analysis of the competitive bidding or procurement procedures used by the County for this task. This analysis shall identify the competitive procedures used by the County, including citation to the provisions of Washington State law or County code used by the County for this Task, and shall describe how the procedures used by the County for this task are in compliance with the applicable Washington State law or County code provisions; and
    ii. An electronic copy of each successful consultant's contract or quote.

Task IV Deliverable and Due Date: The County shall submit the Fueling Station Design Plan by e-mail to the Agency Project Manager for approval on or before July 31, 2010.

The Agency Project Manager must approve the Fueling Station Design Plan in writing before the County proceeds to Task V, Fueling Station Installation Work Plan.

Task V. Fueling Station Installation Work Plan

Based upon the Fueling Station Design Plan approved by the Agency Project Manager in Task IV, the County shall prepare a written Fueling Station Installation Work Plan for the three (3) fueling stations: two (2) B20+biodiesel fueling stations and one (1) E85 ethanol fueling station.

The Fueling Station Installation Work Plan shall include:

a. An outline and timeline of key milestones for each fueling station, including:
   i. Concrete pad pouring date;
   ii. Tank installation date;
   iii. Dispensing equipment (fuel pump/hose) installation date;
   iv. An itemized list of anticipated dates of compliance with all relevant and applicable regulatory requirements, including, but not limited to, required signage and local fueling station regulations (for example, fire marshal inspection and permit; underground electrical utility work inspection and permit; Snohomish County Building permit requirements, Washington State Department of Ecology permitting requirements, etc);
   v. Estimated fueling station startup dates. These startup dates shall be no later than December 31, 2010.

b. An itemized budget for equipment, supplies and labor for each fueling station. The budget shall show all federal and non-federal funding sources, the amount of their respective contributions, and their percent of contribution to the total installation costs.

c. If the County chooses to hire a contractor to perform Task V(a) or (b), the County shall submit copies of all solicitations to the Agency Project Manager for approval prior to their issuance. After obtaining written approval for the solicitations from the Agency Project Manager, the County shall follow Washington State competitive procurement procedures for an open, competitive solicitation process as outlined in Washington State's Competitive Procurement document http://www.ofm.wa.gov/contracts/resources/competitive_proc_overview.pdf or the equivalent competitive procurement procedures adopted by County code. Within one week of concluding the solicitation process, the County shall submit the following documents to the Agency Project Manager by e-mail:
   i. A brief, written analysis of the competitive bidding or procurement procedures used by the County for this task. This analysis shall identify the competitive procedures

used by the County, including citation to the provisions of Washington State law or County code used by the County for this Task, and shall describe how the procedures used by the County for this task are in compliance with the applicable Washington State law or County code provisions; and

ii. An electronic copy of each successful consultant's contract or quote.

Task V Deliverable and Due Date: The County shall submit the Fueling Station Installation Work Plan and itemized budget by e-mail to the Agency Project Manager for approval on or before July 31, 2010. The e-mail shall include scanned copies of applicable permits and compliance documents identified in Task V(a).

The Agency Project Manager must approve the Fueling Station Installation Work Plan in writing before the County proceeds to Task VI, Installation of Fueling Station(s).

Task VI. Installation of Fueling Station(s)

Based on the Fueling Station Installation Work Plan approved by the Agency Project Manager in Task V, the County shall install two (2) B20+ biodiesel fueling stations and one (1) E85 ethanol fueling station.

If the County chooses to hire a contractor to perform Task VI, the County shall submit copies of all solicitations to the Agency Project Manager for approval prior to their issuance. After obtaining written approval for the solicitations from the Agency Project Manager, the County shall follow the competitive bidding requirements of Washington State law. Within one week of concluding the solicitation process, the County shall submit the following documents to the Agency Project Manager by e-mail:

i. A brief, written analysis of the competitive bidding or procurement procedures used by the County for this task. This analysis shall identify the competitive procedures used by the County, including citation to the provisions of Washington State law or County code used by the County for this Task, and shall describe how the procedures used by the County for this task are in compliance with the applicable Washington State law or County code provisions; and

ii. An electronic copy of each successful bidder's contract or quote.

Task VI Deliverable and Due Date: The County shall submit a Fueling Station Installation Report by e-mail to the Agency Project Manager on or before January 31, 2011. The Report shall include:

1. Date of installation completion for each fueling station;
2. Copies of inspection reports, compliance tests reports, and any other requirements demonstrating compliance with applicable regulations, standards and practices at each fueling station;
3. Certifications from manufacturers and contractors documenting that the installation at each fueling station followed manufacturers' guidelines and each station is operating correctly; and
4. Photographs of each station in operation.

Task VII. Periodic Reporting

The County shall provide information timely to the Agency Project Manager to comply with all reporting requirements of Grant No. DE-EE0002020. The County shall submit to the Agency Project Manager:

a. Recovery Act Reports using the template provided in Attachment D to this Agreement, and including information on the actual hours of work performed in the corresponding quarter. The County shall submit these reports to the Agency Project Manager by the due dates in this section even if the County has not yet submitted invoices to the Agency.

   Task VII(a) Deliverables: Recovery Act Reports using the template provided in Attachment D and submitted to the Agency Project Manager in Microsoft Excel format as an e-mail attachment.

   Due Dates for Task VII(a) Deliverables : July 5, 2010; October 5, 2010; January 5, 2011; April 5, 2011; July 5, 2011; October 5, 2011; January 5, 2012.

b. Upon placing each authorized vehicle and each fueling station into service, the County shall begin recording vehicle use and fuel use data as outlined in the "U.S. DOE Clean Cities Grant Quarterly Report" form provided as Attachment E to this Agreement.

   Task VII(b) Deliverables: The County shall submit quarterly reports by e-mail using the "U.S. DOE Clean Cities Grant Quarterly Report" form provided as Attachment E to the Agency Project Manager on the 20th day of January, April, July, and October of each year for two (2) full years following the date each authorized vehicle was deployed and for two (2) years following the deployment of the fueling stations.

   Due Dates for Task VII(b) Deliverables: July 20, 2010; October 20, 2010; January 20, 2011; April 20, 2011; July 20, 2011; October 20, 2011; January 20, 2012; April 20, 2012; July 20, 2012; October 20, 2012; January 20, 2013; April 20, 2013; October 20, 2013; January 20, 2014.

B. Duties of the Agency

Task VIII. Project Initiation Meeting

On a date agreeable to both parties, the Agency Project Manager shall conduct an initial project meeting between the parties to:

a. Review the reporting requirements and invoicing procedures;
b. Review timelines and budgets;
c. View items purchased as cost-share and collect applicable documentation (if available); and
d. Answer questions related to this Agreement or project.

Task VIII Deliverable and Due Date: Meeting at the County between Agency and the County on or before July 31, 2010.

Task IX. Periodic Reporting Requirements

The Agency shall comply with the reporting requirements in Grant No. DE-EE0002020 and identified on the Federal Assistance Reporting Checklist (DOE F 4600.2) as a Recipient and on behalf of the County (a Subrecipient).

Task IX Deliverable and Due Date: Quarterly and Annual Reporting per DOE F 4600.2 per the schedule in DOE F 4600.2 (10 days after Quarter for ARRA and 30 days after the end of each calendar quarter for Progress Reports).

2. **Highlighted Requirements from Grant No. DE-EE0002020.**

The County shall comply with the following requirements from Grant No. DE-EE0002020 highlighted in this section:

A. COST SHARING

i. Total Estimated Project Cost is the sum of the Agency (government) share and the County share of the estimated project costs. The County cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this Agreement, the County agrees that it is liable for its percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period	Agency Share via Grant	Non-Federal Share from the County	Total
1	$ 384,492.00	$ 408,520.00	$ 793,012.00

ii. If the County discovers that it may be unable to provide cost sharing of at least the amount identified in Section (A)(i) of this Agreement, the County shall immediately provide written notification to the Agency Project Manager indicating whether the County will continue or phase out the project. If the County plans to phase out the project, the notification must include a phase out plan. If the County plans to continue the project, the notification must describe how replacement cost sharing will be secured.

iii. The County must maintain records of all project costs that it claims as cost sharing, including in-kind costs, as well as records of costs to be paid by the Agency. Such records are subject to audit.

iv. Failure to provide the cost sharing required by this Agreement may result in the subsequent recovery by the Agency of some or all the funds provided under Grant No. DE-EE0002020.

B. PRE-AWARD COSTS

The County is not entitled to reimbursement for costs incurred on or before December 3, 2009.

C. STATEMENT OF FEDERAL STEWARDSHIP

U.S. DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under Grant No. DE-EE0002020. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the grant award objectives have been accomplished.

D. SITE VISITS

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

E. PUBLICATIONS

i. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this grant award DE-EE0002020 will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

ii. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

iii. The County is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

iv. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0002020."

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

F. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

i. The County must comply with the intellectual property requirements at 10 CFR 600.136(a) and (c).

ii. Questions regarding intellectual property matters should be referred to the U.S. DOE Award Administrator and the Patent Counsel designated as the service provider for the U.S. DOE office that issued the award. The IP Service Providers List is found at http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf

G. LOBBYING RESTRICTIONS

By accepting funds from the Agency under Grant No. DE-EE0002020, the County agrees that none of the funds obligated on the grant award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

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

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

I. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

i. The County shall immediately notify the Agency of the occurrence of any of the following events: (a) the County or its parent's filing of a voluntary case seeking liquidation or

reorganization under the Bankruptcy Act; (b) The County's consent to the institution of an involuntary case under the Bankruptcy Act against the County or its parent; (c) the filing of any similar proceeding for or against the County or its parent, or its consent to, the dissolution, winding-up or readjustment of the County's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the County, under any other applicable state or federal law; or (d) The County's insolvency due to its inability to pay its debts generally as they become due.

ii. Such notification shall be in writing and shall: (a) specifically set out the details of the occurrence of an event referenced in paragraph a; (b) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

iii. Upon the occurrence of any of the four events described in the first paragraph, the Agency reserves the right to conduct a review of the County's work under this Agreement to determine compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the Agency review determines that there are significant deficiencies or concerns with the County's performance under this Agreement, the Agency reserves the right to impose additional requirements, as needed, including (a) changing payment methods; or (b) instituting payment controls.

J. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The County is restricted from taking any action associated with the performance of work under this Agreement using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to U.S. DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include, but are not limited to infrastructure work such as demolition of existing buildings, site clearing, ground breaking, construction, and/or detailed design. This restriction does not preclude the County from: Statement of Project Objective activities that have received NEPA clearance; specifically, administrative, educational, outreach and training activities.

If the County moves forward with activities that are not authorized for federal funding by the U.S. DOE Contracting Officer in advance of the final NEPA decision, the County does so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

K. PROPERTY

Real property and equipment acquired by the County shall be subject to the rules set forth in 10 CFR 600. 321. Consistent with the goals and objectives of this project, the County may continue to use the County acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish U.S. DOE's conditional title to such property as described in 10 CFR 600.321, subject to the following:

(a) The County continues to utilize such property for the objectives of the project as set forth in the Statement of Project Objectives;
(b) U.S. DOE retains the right to periodically ask for, and the County agrees to provide, reasonable information concerning the use and condition of the property; and
(c) The County follows the property disposition rules set forth in 10 CFR 600.321 if the property is no longer used by the County for the objectives of the project, and the fair market value of property exceeds $5,000.

Once the per unit fair market value of the property is less than $5,000, pursuant to 10 CFR 600.321(f)(1)(i), U.S. DOE's residual interest in the property shall be extinguished and the County shall have no further obligation to the U.S. DOE with respect to the property.

The regulations as set forth in 10 CFR 600 and the requirements of this section shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole or in part with funds provided by U.S. DOE under Grant No. DE-EE0002020 or where such property was counted as cost-sharing under the grant.

L. FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, U.S. DOE reserves the right to initiate a final incurred cost audit on this award under Grant No. DE-EE0002020. If the audit has not been performed or completed prior to the closeout of the grant award, U.S. DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

M. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(i) Preamble

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

The County should begin planning activities by obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

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

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The County will be provided these details as they become available. The County must comply with all requirements of the Act.

(ii) Definitions

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

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

(iii) Special Provisions

A. Segregation of Costs

The County 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.

B. Prohibition on Use of Funds

None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or

any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Access to Records

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

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subcontract, grant, or subgrant; and

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

D. Publication

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

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

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

E. Protecting State and Local Government and Contractor Whistleblowers.

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

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

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

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

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

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

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

Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

F. False Claims Act

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

G. Information in Support of Recovery Act Reporting

The County may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. The County shall provide copies of backup documentation at the request of the Agency Project Manager or designee.

H. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

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

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

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

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

J. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an

appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

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

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

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

(c) The County must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The County shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided by the Agency and ensure that any information that is pre-filled is corrected or updated as needed.

O. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

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

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

(b) For additional guidance on the wage rate requirements of section 1606, the County may contact the Agency Project Manager.

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

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

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

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

Q. DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to the Agency. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by the Agency, The County, and its contractors and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees.

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

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

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

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

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

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR

part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

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

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

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

necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii) (A) The Contractor shall submit the payrolls to the Agency (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without

weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

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

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

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

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

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

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

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

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a

bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for

less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

3. **Compensation.**

The total amount paid by the Agency to the County for satisfactory performance of the work under this Agreement shall not exceed $384,492.00. The funding for this Agreement is provided by Grant No. DE-EE0002020 by the U.S. DOE using funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) and is part of the Agency's Climate Protection Work Plan and Puget Sound Clean Cities Coalition work plan for Fiscal Years 2010 and 2011, respectively.

a. The County shall comply with the budget, segregated by task and budget item, in the table below:

Tasks	Budget Item	Maximum Funding Provided by this Agreement	Snohomish County Contribution	Budget Item Total
I, II, III	Vehicle Reimbursement	$ 40,000	$ 408,520	$ 448,520
IV, V, VI	Biodiesel and Ethanol Fueling Stations	300,189		300,189
I - VII	Personnel, Fringe, and Indirect	44,303		44,303
	TOTAL	**$ 384,492**	**$ 408,520**	**$ 793,012**

b. The County shall submit requests for cost reimbursement to the Agency Project Manager not more often than monthly.

c. Funding for work to be conducted after June 30, 2010, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the County. The Agency Project Manager shall notify the County by e-mail after the Agency Board of Directors approves the Agency FY11 budget.

d. **Procedures for Submitting Cost Reimbursement Requests - Tasks I, II and III - Vehicle Reimbursement**:

1. The total reimbursable costs payable to the County are not to exceed the amount identified in Attachment B as "Maximum Total Reimbursed Amount Snohomish County shall receive for Vehicle Reimbursement."

2. Requests for cost reimbursement shall be paid within thirty (30) days after review and approval by the Agency Project Manager. Approval shall be based upon successful compliance with all agreement and grant requirements. The final request for cost reimbursement must be submitted no later than December 2, 2011.

3. The County shall submit the following documentation to the Agency Project Manager with requests for cost reimbursement:

   i. Electronic copies of paid invoices, including vehicle vendor, invoice date, invoice total, buyer name, vehicle make, model, model year, price paid, and vehicle identification number for each authorized vehicle purchased.

   ii. Electronic copies of conventional vehicle vendor cost estimates. The estimates shall show the cost of a comparable conventional model vehicle verified by manufacturer or vehicle vendor estimate, after all other applicable manufacturer and local/state rebates, tax credits, and cash equivalent incentives are applied.

   iii. If using the state contract to procure the alternative fuel and advanced technology vehicles, the County may provide these cost estimates using current state contracts for comparable conventional vehicles.

   iv. A list of all external sources of funding and funding amounts, including other grant funds, applied to each authorized vehicle purchase.

e. **Procedures for requesting compensation for Tasks IV, V, and VI - Biodiesel and Ethanol Fueling Stations, and Task VII - Periodic Reporting:**

1. To obtain payment, the County shall submit invoices upon completion of tasks to the Agency. Submitted invoices should show time and material information. Charges must be detailed by the hour, showing:

   i. Task and/or subtask performed;

   ii. The name of the person who performed the work;

   iii. Cost per hour, and

   iv. Specific number of hours spent within a given billing period (monthly).

2. The County shall submit invoices to the Agency Project Manager using Attachment F to this Agreement: *Invoice Form.*

4. **Term.**

The effective date of this Agreement is December 4, 2009. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the

Agency. Any costs incurred prior to the effective date of this Agreement shall be at the sole expense and risk of the County. The termination date of this Agreement is January 31, 2014.

5. **Communications.**

The following persons shall be the contact person for all communications regarding the performance of this Agreement.

Snohomish County	**Puget Sound Clean Air Agency**
Allen M. Mitchell, CPFP	Project Manager: Beverly Hempleman
Fleet Manager, Snohomish County DPW	Puget Sound Clean Air Agency
Fleet Management Division 3402 McDougall Ave. Everett, WA 98201	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (425) 388-6061	Phone: (206) 689-4054
Fax: (425) 388-6069	Fax: (206) 343-7522
E-mail address: allen.mitchell@snoco.org	E-mail address: BeverlyH@pscleanair.org

6. **Changes.**

The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

7. **Agency Access to Data.** The County shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes all information that supports the findings, conclusions, and recommendations of the County's reports, including computer models and the methodology for those models.

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

8. **Subcontracting.**

Neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of the County to the Agency for any breach in the performance of the County's duties.

9. **The County Not An Employee of the Agency.**

The County and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The County shall not hold itself out as nor claim to be an officer or an employee of the Agency by reason hereof, nor shall the County make any claim of right, privilege or benefit which would accrue to an employee under the law.

10. **Assignment.**

The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

11. **Indemnification.**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

12. **Industrial Insurance Coverage.**

The County shall provide or purchase industrial insurance coverage prior to performing work under this Agreement and shall maintain full compliance with Chapter 51.12 RCW during the term of this Agreement. If the County is exempt from the requirements of Chapter 51.12 RCW, it must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency shall not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for the County, or any subcontractor or employee of the County, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Agreement, those payments shall be made by the County and the County shall indemnify the Agency and guarantee payment of such amounts.

13. **Nondiscrimination.**

During the performance of this Agreement, the County shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the County's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the County may be declared ineligible for further agreements with the Agency. The County shall, however, be given a reasonable time in which to remedy this noncompliance.

14. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).**

To the extent practicable, when performing the services agreed to under this Agreement, the County should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program.

15. **Dispute Resolution.**

When a dispute arises between the parties and it cannot be resolved by direct negotiation between the Agency Project Manager and the County, the process described in this section will be used to resolve the dispute.

a. The County may request a dispute hearing with the Agency Executive Director. The request for a dispute hearing must:
    i. Be in writing
    ii. State the disputed issue(s)
    iii. State the relative positions of the parties
    iv. Include any relevant documentation
    v. State whether the County desires to meet in person with the Agency Executive Director to discuss the dispute
    vi. Be received by the Agency Executive Director by U.S. postal mail or e-mail within 5 working days after the parties agree they cannot resolve the dispute.

b. Upon receipt of a complete request for a dispute hearing, the Agency Executive Director or designee shall provide a copy of the request to the Agency Project Manager and request a written response from the Agency Project Manager within 5 working days.

c. The Agency Executive Director shall review the request for a dispute hearing and the response from the Agency Project Manager, and meet with the parties if requested. The Agency Executive Director shall reply in writing with a decision to both parties within 10 working days. This period may be extended as needed by the Agency Executive Director by notifying the parties.

d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

e. Nothing in this section shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the process outlined in this section.

16. **Compliance with All Laws and Regulations.** The County must obtain all required local, state, and federal permits necessary for the performance of this Agreement and shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement. The Agency shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

PUGET SOUND CLEAN AIR AGENCY

By: _____
Paul Roberts
Board of Directors, Chair

Date: 9.21.10

SNOHOMISH COUNTY

By: _____ PETER B. CAMP Executive Director
Aaron Reardon
Snohomish County Executive

Date: 9/3/10

Attest:

By: _____
~~James L. Nolan~~ Craig Kenworthy
~~Interim~~ Executive Director

Date: 9/14/10

Approved as to Form:

By: _____
Laurie Halvorson
Director of Compliance and Legal

Date: 9/16/10

By: _____
Gordon Sivley
Deputy Prosecuting Attorney

Date: 7/20/10

COUNCIL USE ONLY
Approved: 9-1-10
Docfile: D-2

pscleanair.org
Puget Sound Clean Air Agency

Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

Certification Regarding
Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

PETER B. CAMP
Executive Director
Typed Name & Title of Authorized Representative

PETER B. CAMP
Executive Director
Signature of Authorized Representative

9/3/10
Date

☐ I am unable to certify to the above statements. My explanation is attached

COUNCIL USE ONLY
Approved: 9-1-10
Docfile: D-2