

# FY 2009-10 Budget Workshops

Lake County  
Board of County Commissioners  
August 11, 12, and 13, 2009

**Budget Workshops**  
County Administration Building  
Training Room, Room 233, 2<sup>nd</sup> Floor  
9:00 a.m. – 12:00 noon

**Tuesday – August 11, 2009**

**Opening Remarks – Cindy Hall, County Manager**

- Tab 1      Budget Overview
- Tab 2      Growth Management
- Tab 3      Conservation and Compliance
- Tab 4      Environmental Utilities
- Tab 5      Information Technology
- Tab 6      Public Resources
- Tab 7      Facilities Development and Management

**Other Business:**

- Tab A      It is recommended that the Board approve a contract modification to contract 06-064, to Provide and Maintain Digital Multifunctional Devices (MFD) on a cost per copy basis for execution by the Procurement Services contracting officer.
- Tab B      Recommend award of contract under RFP 09-0219 for development of a County EECS to The Cadmus Group, Inc. and approval of resolution.
- Tab C      Approve proposed organizational structure.

**Budget Workshops**  
**County Administration Building**  
**Training Room, Room 233, 2<sup>nd</sup> Floor**  
**9:00 a.m. – 12:00 noon**

**Wednesday – August 12, 2009**

- Tab 8      Public Safety
- Tab 9      Employee and Citizen Services
- Tab 10     Public Works
- Tab 11     Procurement Services
- Tab 12     Economic Growth and Redevelopment
- Tab 13     Budget and Contract Services
- Tab 14     Supplemental Information
  - a.        Memberships, Grants and Contributions
  - b.        Furlough Program
  - c.        Advisory committees

**Thursday – August 13, 2009**

Discussion by the Board of County Commissioners

Lake County, Florida  
FY 2009-10  
Recommended Budget

Presented to the  
Board of County Commissioners  
July 15, 2009

# Goals in crafting the FY 2009-10 Recommended Budget

- Create and present a balanced budget to the Board
- Establish a balance between reduced revenue streams and the services provided to the public
- Reflect the priorities of the Board
- Consolidate the County organizational structure
- Place the County in a financial position to weather the distressed economy for the next two years

# Department Reorganizations

1. Align activities whose common goal is to enhance the quality of life for Lake County citizens and visitors
2. Reduce the number of departments
3. Provide greater financial oversight to contracted public services
4. Place services such as Probation Services and various medical programs, formerly in the Department of Community Services, in existing departments with similar areas of expertise

# Proposed Reorganization

- Public Resources
- Employee and Citizen Services
- Budget and Contract Services
- Growth Management
- Conservation and Compliance
- Information Technology

# Staffing Reductions

- Hiring freeze
- 12% reduction in workforce
  - FY 2008-09 – eliminated 51 full-time positions
  - FY 2009-10 – proposed budget eliminates 93 full-time and part-time positions:
    - Attrition – 49 full-time, 17 part-time
    - Voluntary Early Out Program – 12 full-time
    - Layoffs – 15 full-time
  - 12 furlough days proposed for FY 2009-10

# Personnel Authorization Summary

## Full-Time Positions by Department – Lake County BCC

	Actual FY 2007-08	Estimated FY 2008-09	Budget FY 2009-10
<b>Lake County Board of County Commissioners</b>			
Budget and Contract Services	9	8	19
Community Services	130	120	0
Conservation and Compliance	0	21	31
County Attorney	10	10	9
Economic Growth and Redevelopment	3	4	3
Employee and Citizen Services	12	10	15
Environmental Utilities	79	74	69
Facilities Development and Management	47	45	43
Growth Management	107	70	49
Information Outreach	6	6	0
Information Technology	39	35	39
Judicial Support	8	9	9
Legislative and Executive	13	12	11
Procurement Services	13	12	9
Public Resources	0	0	98
Public Safety	230	234	242
Public Works	156	152	119
Tourism and Business Relations	7	7	0
<b>TOTAL – BCC Operating Funds</b>	<b>869</b>	<b>829</b>	<b>765</b>
Procurement Services	14	14	15
<b>TOTAL – BCC Non-Operating Funds</b>	<b>14</b>	<b>14</b>	<b>15</b>
<b>TOTAL – Board of County Commissioners</b>	<b>883</b>	<b>843</b>	<b>780</b>

## Personnel Authorization Summary

### Full-Time Positions by Department – Constitutional Officers

	Actual FY 2007-08	Estimated FY 2008-09	Budget FY 2009-10
<b>Lake County Constitutional Officers</b>			
Clerk of the Circuit Court	236	244	225
Property Appraiser	39	39	39
Sheriff's Office	766	766	766
Supervisor of Elections	10	11	11
Tax Collector	68	68	68
<b>TOTAL – Lake County Constitutional Officers</b>	<b>1,119</b>	<b>1,128</b>	<b>1,109</b>
<p>Full-Time Positions – Total for Lake County</p>			
<b>TOTAL – Lake County</b>	<b>2,002</b>	<b>1,971</b>	<b>1,889</b>

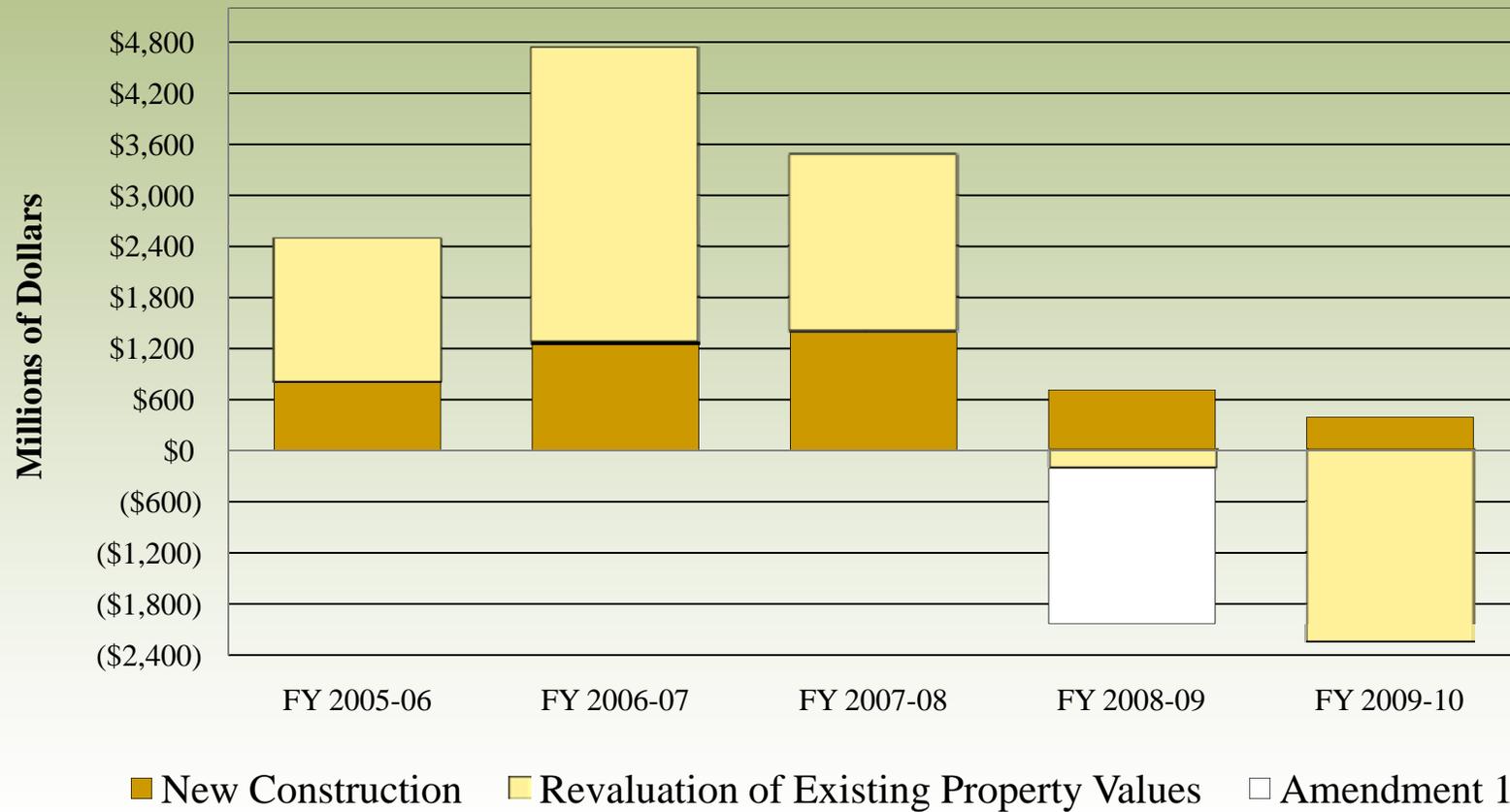
# Lake County, Florida

	<b>FY 2008-09 (millions)</b>	<b>FY 2009-10 (millions)</b>	<b>Dollar Change (millions)</b>	<b>Percent Change</b>
Total Operating Budget	\$357.9	\$302.6	(\$55.3)	(15.5%)
Total Fund Budget	\$455.6	\$411.6	(\$44.0)	(9.7%)

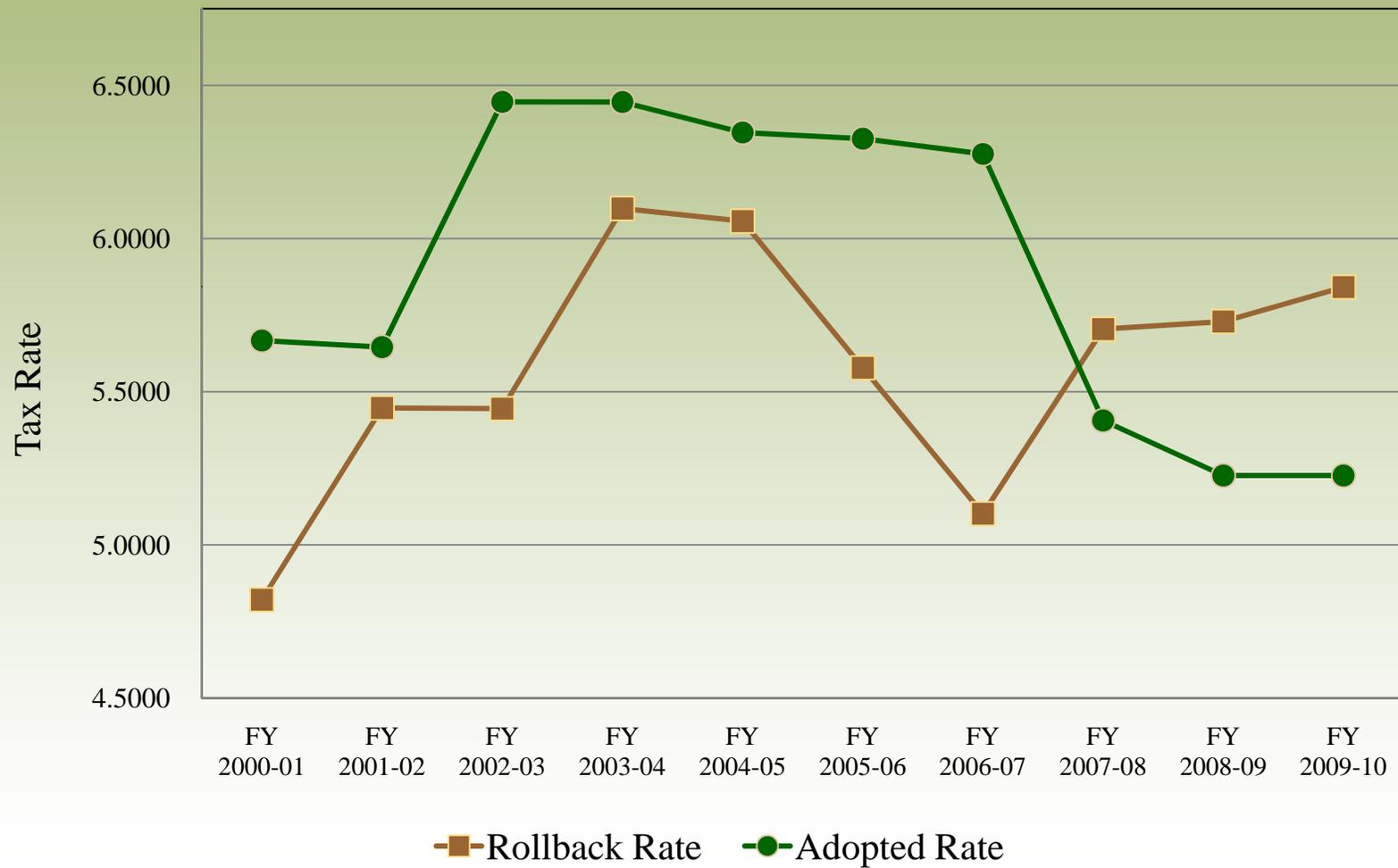
# Property Tax Reductions

		<b>Impact (Millions)</b>
FY 2007-08	The State Legislature mandated that millage rates be 9% below the rolled back tax rates	(\$11.1)
FY 2008-09	Increased exemptions from passage of Amendment 1	(\$9.4)
FY 2009-10	Recessionary economy coupled with unprecedented foreclosures	(\$9.8)

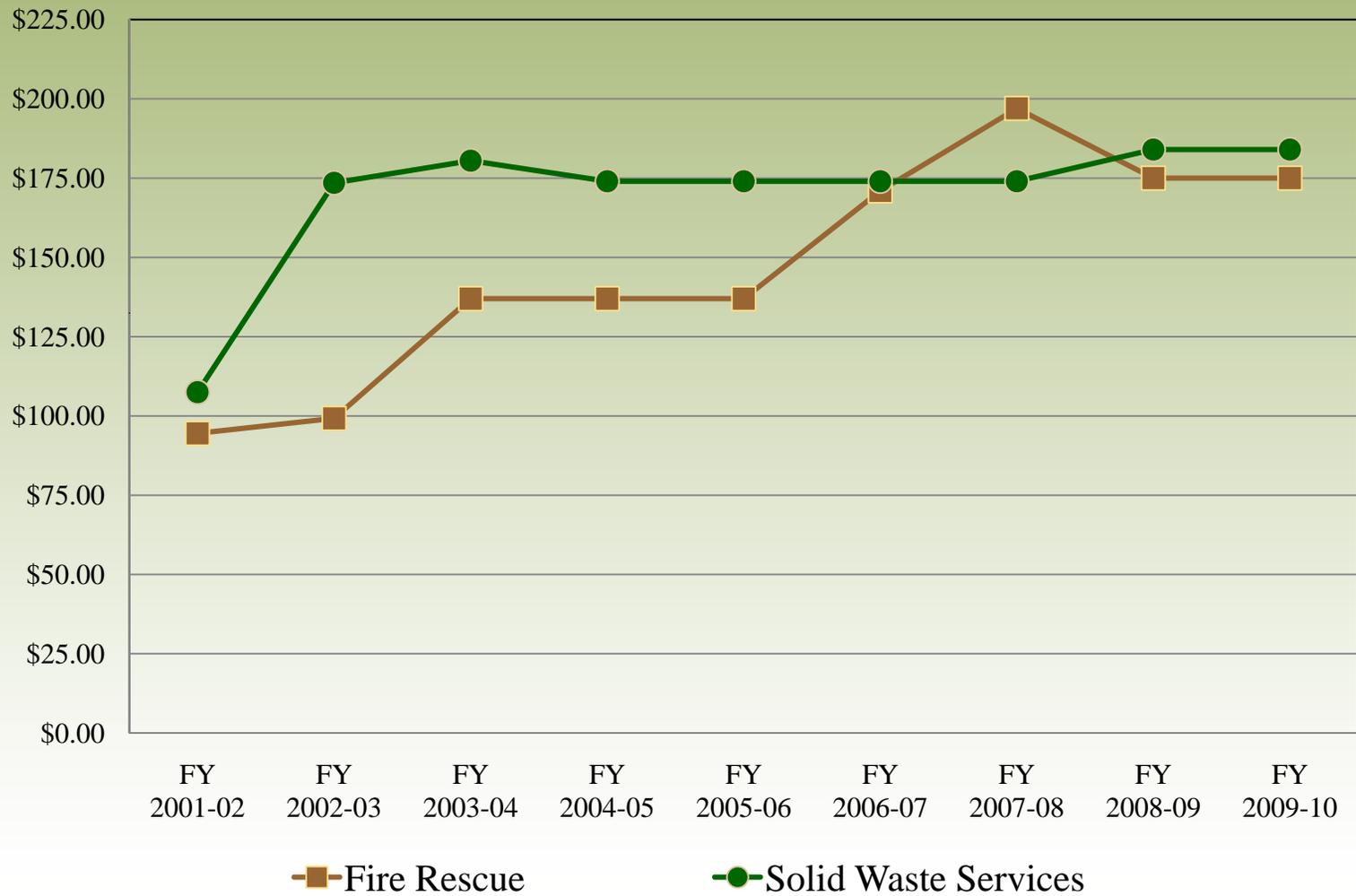
# Change in County-Wide Gross Taxable Value



# Countywide Ad Valorem Tax Rates

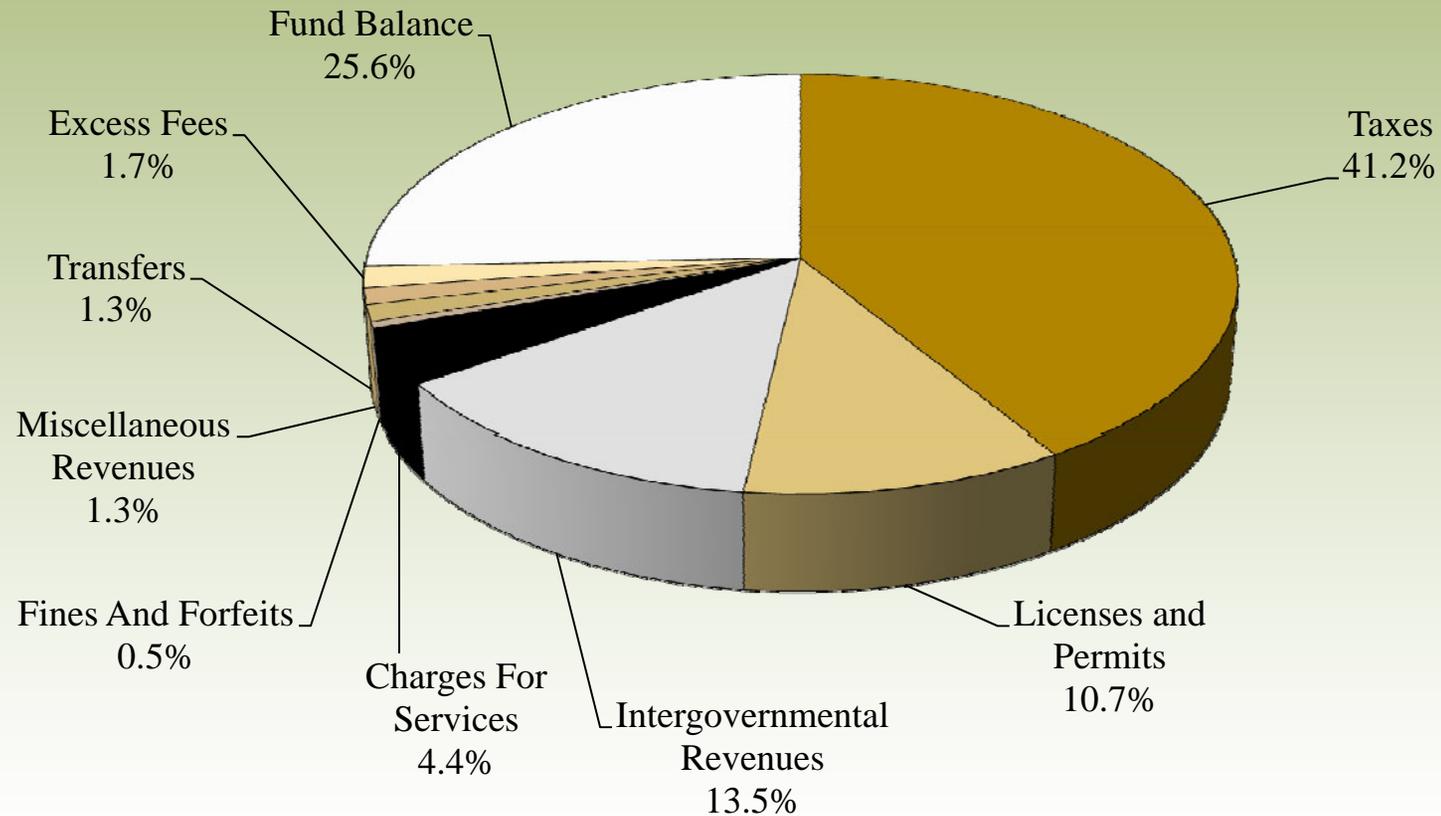


# Non-Ad Valorem Assessments



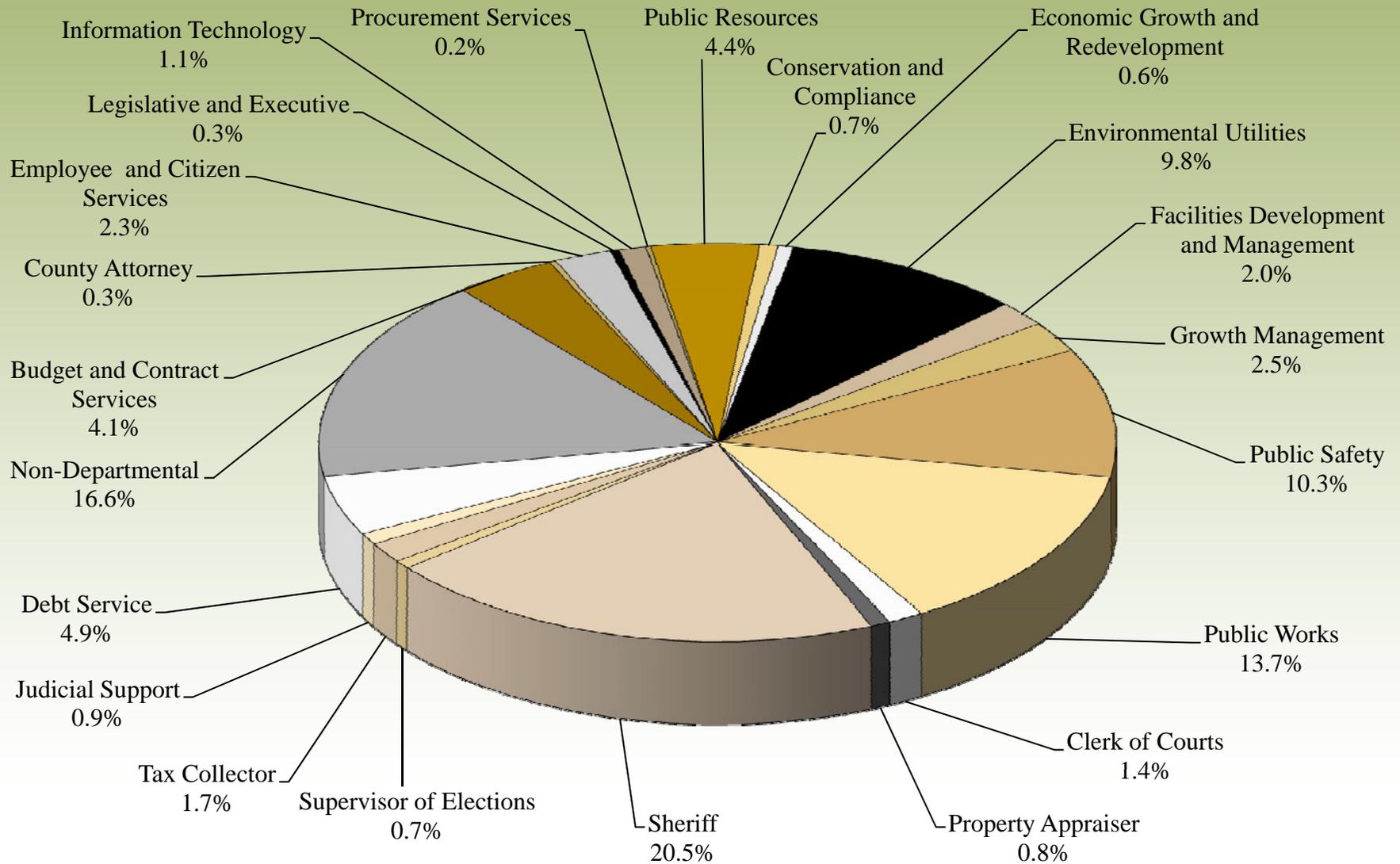
# Revenues by Source

FY 2009-10 Operating Budget - \$302,587,132



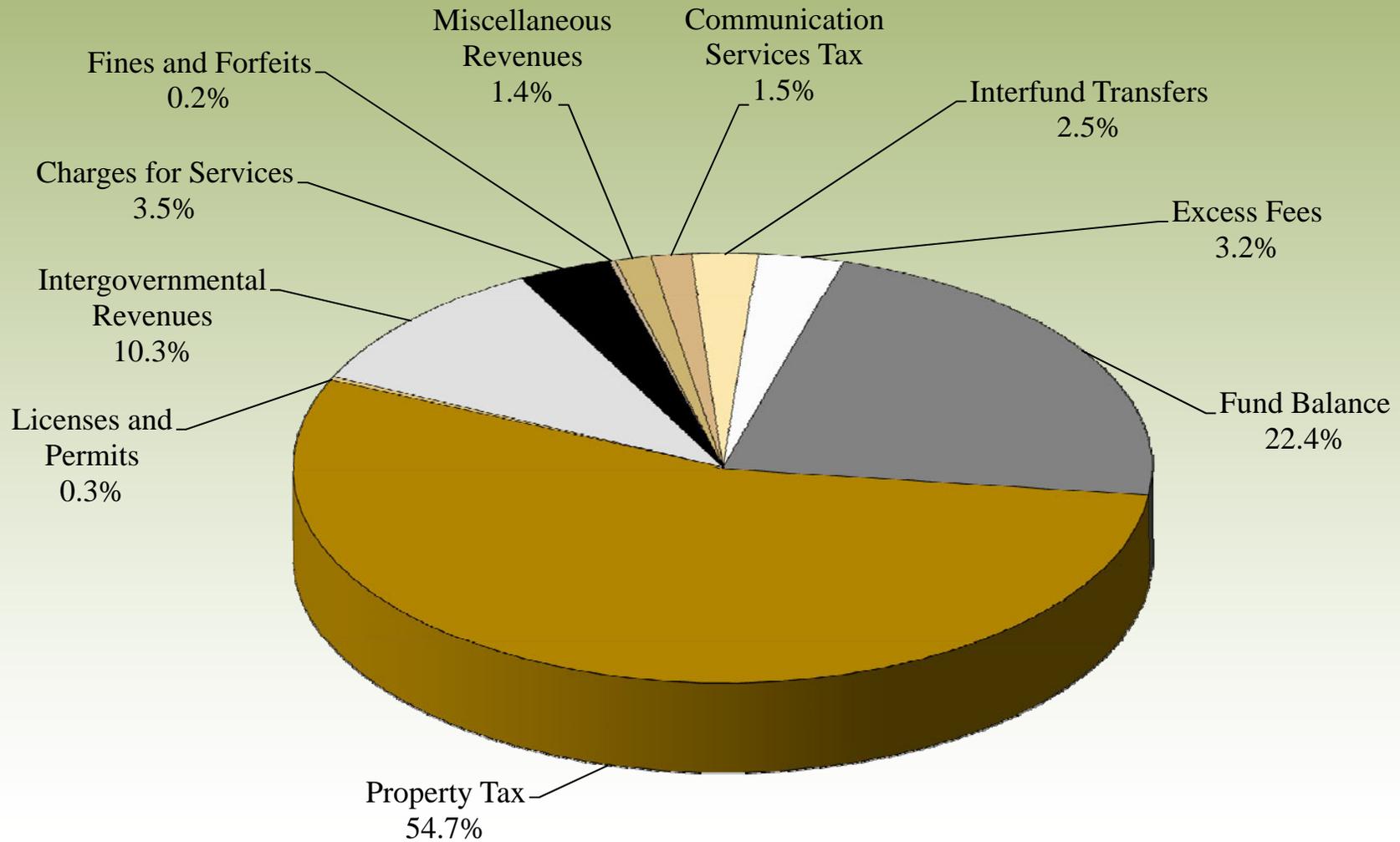
# Expenditures by Department

FY 2009-10 Operating Budget - \$302,587,132



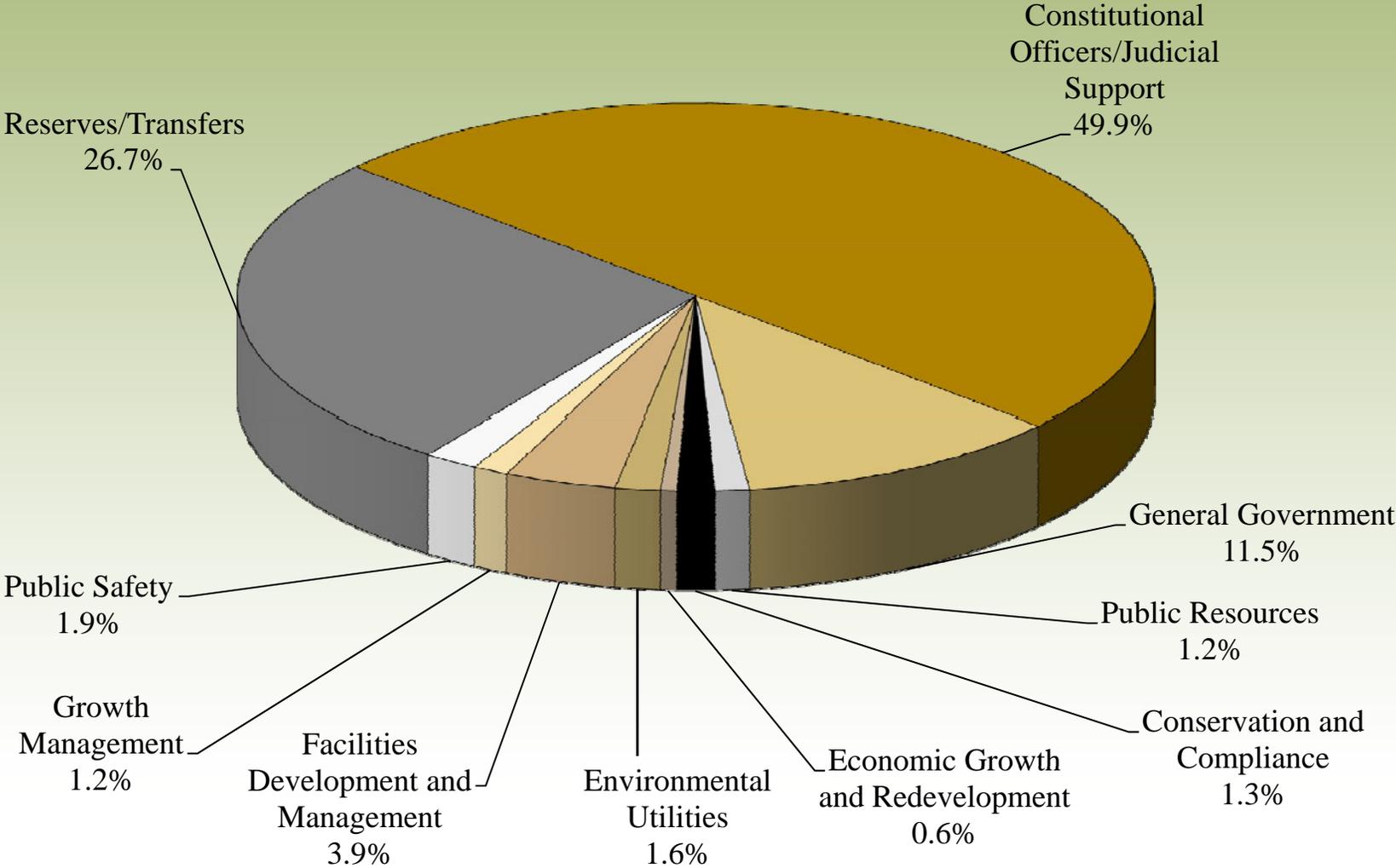
# General Fund Revenues by Source

FY 2009-10 - \$156,913,984



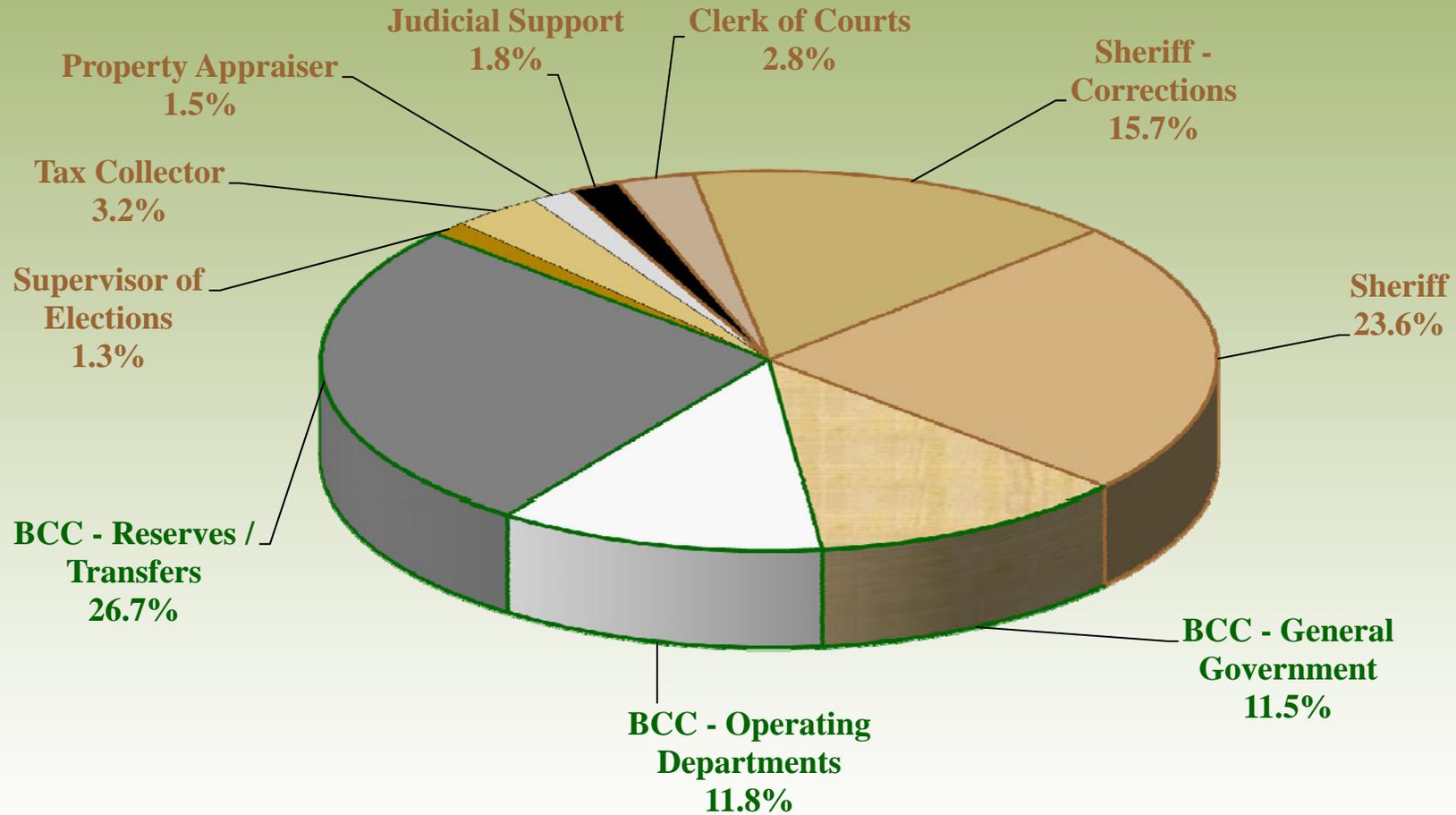
# General Fund Expenditures by Department

FY 2009-10 - \$156,913,984



# General Fund Appropriation Comparison

Constitutional Officers, Judicial Support, BCC

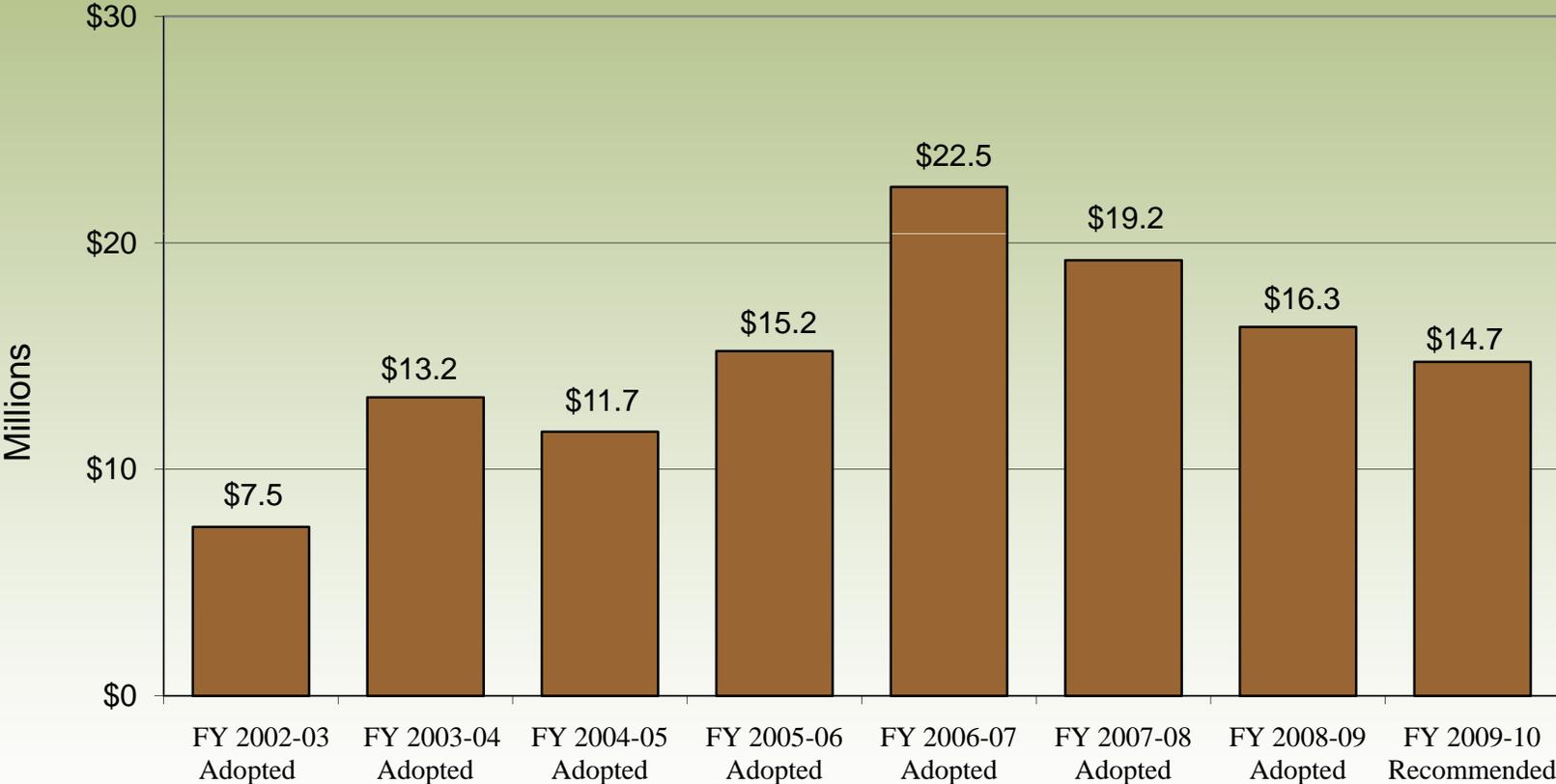


**FY 2009-10 General Fund \$156,913,984**

**Constitutional Officers / Judicial Support - \$78,372,530 - 49.9%**

**Board of County Commissioners - \$78,541,454 - 50.1%**

# General Fund Unrestricted Reserves and Contingencies



# General Fund

## Unrestricted Reserve as Percentage of Expenditures



# Presentations by Departments

- Impacts of funding and staff reductions
- Good things that can be accomplished related to programs and services
- Respond to questions from the Board

# Growth Management Department

# Change by Division

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Administration - Development Processing - CDBG (inc. for 2009-10)	\$572,045	\$4,642,799	\$4,070,754	*712%
Planning & Community Design	\$1,201,433	\$833,476	(\$367,957)	(30.6%)
Building Services	\$3,473,409	\$1,522,437	(\$1,950,972)	(56.2%)
Zoning	\$815,627	\$645,761	(\$169,866)	(21%)

\*reflects transfer of CDBG to Growth Management from Community Services

# Growth Management Department

- Administration (to include Lake County's Green Team)
- Development Processing (DP)
- Community Development Block Grant (CDBG)

## **How will your Division deal with proposed budget reductions, both funding and staff?**

- Staff is meeting our goal of expedited processing timelines due to decrease in development projects.
- Scanning initiative for digital conversion of application files is on hold.
- Annexation report processing transferred to Administration. Cross training of the current team is a priority.

## **Discuss anything different from your current year's budget.**

- Travel for training will be strictly for license requirements.
- Development Processing lost two full-time and two part-time positions.
- CDBG falls under Growth Management for Budget Year 2009/10.

# Growth Management Department

- Administration (to include Lake County's Green Team)
- Development Processing (DP)
- Community Development Block Grant (CDBG)

## **Highlights to be accomplished related to programs and services.**

- Development Processing is incorporating new processes into workflow. An integrated process is being created for the new concurrency management system.
- Green Team will be hosting the 2<sup>nd</sup> Annual Green Fair on November 14, 2009
- Green Team is formulating an Action Plan for future events and initiatives.
- The CDBG-R (Recovery Act) fund will be established.
- Prescription Assistance Program with the Health Department will be continued.
- CDBG has 16 Action Plan Projects in the works.

# Growth Management Department

## - Planning & Community Design Division

### **How will your Division deal with proposed budget reductions, both funding and staff?**

- Staff is being cross-trained. The Environmental Resource Specialist is being Cross-Trained to complete rezoning and conditional use reviews. Junior staff is being trained to give presentations to the boards through Mock Hearings before the Zoning Board. Training is being conducted in-house or online when there is no cost to the County.

### **Discuss anything different from your current year's budget.**

- Travel for training will be strictly for license requirements.
- Consultant costs have been reduced and more tasks will be assumed by division staff.
- Four full-time positions were eliminated.

### **Highlights to be accomplished related to programs and services.**

- Staff will be implementing digital review in the upcoming fiscal year.

# Growth Management Department-

## - Zoning Division

### **How will your Division deal with proposed budget reductions, both funding and staff?**

- Staff is being cross-trained to help cover responsibilities of laid off staff members.
- The loss of workforce temporarily resulted in incoming calls not immediately picked up. Calls now roll to the Division Director, Department Director and assistant's phones for handling.

### **Discuss anything different from your current year's budget.**

- Travel for training will be strictly for license requirements.
- Three full-time positions were lost.

### **Highlights to be accomplished related to programs and services.**

- Working closely with the Building Division, IT and Perconti, Zoning will soon be doing zoning clearances online.
- Zoning took over Conditional Use Permits and Mining Site Plans from Conservation and Compliance. These fees will provide an additional revenue source.
- Zoning has worked with Growth Management's other divisions to implement expedited processes (fast-track) for business incentive programs, Green Building and Affordable Housing projects.

# Growth Management Department

## - Building Services

### **How will your Division deal with proposed budget reductions, both funding and staff?**

- Workforce reduction has resulted in adjustments in field inspection scheduling. The attempt is always made to complete every inspection on Thursday to avoid contractors having more than a three day wait for inspections. When necessary, plan reviewers are utilized in the field. Average number of inspections is 125 per day.
- Plan reviews turnaround time has only been increased by a maximum of two days. Plan review continues to maintain the user-friendly atmosphere allowing interface with the applicant and plan reviewer. Average number of plan reviews is 480 per month.
- Operating budget cutbacks have enforced the need to streamline Building Services' processes.

### **Discuss anything different from your current year's budget.**

- Travel for training will be strictly for license requirements.
- Division is closed on Fridays and sixteen positions were eliminated.

### **Highlights to be accomplished related to programs and services.**

- Internet permitting of single family and multi-family projects is close to reality. Current availability of limited internet permitting is showing a substantial usage increase.
- Central scanning is available for use by outside sources and will accommodate scanning of large format documents.

# Conservation and Compliance

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# Conservation and Compliance

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Administration	\$ 169,384	\$ 159,235	(\$10,149)	(6.0%)
Code Enforcement Services	\$1,267,863	\$1,119,978	(\$147,885)	(11.7%)
Lake Soil & Water	\$ 208,246	\$ 132,473	(\$75,773)	(36.4%)
Mobile Irrigation Lab (MIL)	\$ 130,803	\$ 120,000*	(\$10,803)	(8.2%)
Probation Services	\$ 822,714	\$ 729,132	(\$93,582)	(11.4%)
<b>Total</b>	<b>\$2,599,010</b>	<b>\$2,260,818</b>	<b>(\$338,192)</b>	<b>(13.01%)</b>

\* MIL is totally dependent on grant funding. This year's funding is provided on a quarter-by-quarter basis subject to termination.

# Conservation and Compliance

## *Code Enforcement*

- Office Associate, Office Manager, Code Enforcement Supervisor positions became vacant in FY 2007-08, were frozen, then eliminated in the FY 2008-09 budget
- Building Services funding of 1 position (Chief Code Enforcement Officer) eliminated during FY 2008-09

## *Lake Soil & Water*

- Resource Conservationist eliminated in FY 2009-10 budget

## *Probation Services*

- Office Associate IV position became vacant in FY 2008-09 (early-out program), eliminated in FY 2009-10 budget

# Impacts

## *Code Enforcement*

- Elimination of overtime restricts ability to respond to emergent complaints at night and on weekends. Enforcement zones reduced from 8 to 6.
- Where possible, HOAs urged to handle overgrowth on neighborhood foreclosures internally as “covenants” issue rather than code violation.
- Code Enforcement Director will spend additional time in the field supervising/ assisting with investigations

## *Lake Soil & Water*

- Elimination of Resource Conservationist position reduces conservation outreach to elementary/middle school students (1500-2000 students monthly)
- Annual Envirothon, land-judging, etc. activities with local school children and Lake Soil & Water-sponsored 2010 State Land-judging competition will require additional volunteer assistance.

## *Probation Services*

- Requires shifting job responsibilities to cover administrative requirements increasing case load for individual probation officers.

# What will be accomplished

## *Administration*

- Overall coordination of departmental efforts
- Continued monitoring of Consumptive Use Permits, water coordination with Cities
- Participate in SJRWMD 2010 Water Supply Planning effort.

## *Code Enforcement*

- Continue current level of service through improved technique, improved/increased technology in the field.

## *Lake Soil & Water*

- Continue to work with NRCS, FDACS, other Soil & Water Districts, etc. on cooperative efforts

## *Probation Services*

- Improvements in utilization of technology to increase staff effectiveness
- Increasing efforts to get at root causes of crime by introducing job skills seminars, and financial management training for probationers and their families.

# Department of Environmental Utilities

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# Department of Environmental Utilities

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Administration	\$3,465,765	\$2,751,244	(\$714,521)	(20.6%)
Covanta	\$7,272,646	\$6,186,523	(\$1,086,123)	(14.9%)
Mosquito and Aquatic Plant Management	\$1,475,619	\$1,302,086	(\$173,533)	(11.8%)
Solid Waste Operations	\$3,814,879	\$3,109,860	(\$705,019)	(18.5%)
Solid Waste Programs	\$11,407,242	\$10,059,016	(\$1.348,226)	(11.8%)

# Department of Environmental Utilities

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Water Quality Services	\$831,115	\$1,190,488	\$359,373	43.2%
Environmental Recovery	\$116,287	\$116,256	(\$31)	(0.02%)
Solid Waste Closures & Long-Term Care	\$5,439,760	\$4,923,509	(\$516,251)	(9.5%)
Solid Waste Long- Term Capital Projects	\$300,000	\$ -0-	(\$300,000)	(100.0%)

# Administration

- \$35,000 reduction in debt service
- \$89,000 reduction in administrative fee to the general fund
- \$577,000 reduction in reserves

# Impacts - Administration

- very limited reserves (2% of current revenues) in the event of an emergency

# What will be accomplished - Administration

- overall management of the Department of Environmental Utilities
- prepare the annual budget
- monitor Department expenditures
- invoice customers for services performed
- process Department bills for payment
- prepare agenda items and present for BCC consideration
- provide overall reception services for Department
- provide public education programs directed to the public

## Covanta

- \$1,200,000 decrease in Debt Service as a result of utilizing the Debt Service Reserve Fund to reduce the outstanding bonds and re-amortize the debt
- \$422,000 increase in operation and maintenance fee to Covanta
- \$643,000 increase in electrical revenue
- \$340,000 reduction in earned interest
- \$144,000 increase in natural gas, carbon and ammonia
- \$50,000 reduction in taxes due to reduced valuation

## Impacts - Covanta

- an unsuccessful refinancing would have a significant negative impact on the overall Solid Waste Management System budget and could result in program reductions

## What will be accomplished - Covanta

- accept deliveries of 167,000 tons of solid waste (163,000 guarantee)
- payment of pass-through-costs in a timely matter so as to generate savings through discounts
- recycle metals from the processed waste stream increasing the volume to 3,000 tons
- utilize the Debt Service Reserve Fund to buy down bond debt reducing monthly debt service coverage effective 1/2/10 and saving over \$1,200,000 annually

## What will be accomplished - Covanta

- continue to monitor waste deliveries and increase the amount of committed solid waste deliveries to the Facility
- work with Covanta to bring in additional waste and fulfill its 8,000 ton allowance so as to generate higher deliveries to the Facility and generate additional revenue for the County and Covanta

# Mosquito & Aquatic Plant Management (MAPM)

- Mosquito - elimination of two (2) Spray Truck Operator positions
- Mosquito - elimination of one (1) Hazardous Material Technician position
- Mosquito - \$80,000 reduction in pesticides
- Mosquito - \$33,000 in state funding
- Aquatics - \$12,000 reduction in Sonar AS and Aquathol K aquatic herbicides
- Aquatics - \$106,000 is state funding

## Impacts - MAPM

- Mosquito - reduced frequency of service with regards to mosquito adulticiding activities (evening spraying usually from April to November)
- Mosquito - potentially higher abundance of mosquitoes over time which could result in increased risk of disease transmission to dead end hosts such as humans and domesticated animals

# Impacts - MAPM

- Aquatics - reduced treatment for minor submersed aquatic plants, primarily impacting the residential canals which provide boat access into major water bodies
- Mosquito & Aquatics – void in the safe handling and storage of the hazardous materials and the potential reduction in maintenance turnaround times with the handling/storage of hazardous materials being performed by the mechanics

# What will be accomplished - MAPM

## Mosquito

- annual adulticiding evening spray program, usually from April to November, to reduce the abundance of adult mosquitoes
- adult mosquito surveillance program to determine species composition and adult mosquito population fluctuations or abundance levels
- “early detection and rapid response” to areas of immature mosquito productivity

# What will be accomplished - MAPM

## Aquatic

- major invasive exotic aquatic plant management
- minor invasive exotic aquatic plant management within the adjoining marshes of the Palatlahaha River, the Palmora Park Cove and canals off Lake Harris, and other areas resulting in reduced encroachment impacts of invasive aquatic plant species on native flora
- removal of cattails for re-vegetation projects within selected Lake County lakes
- both - perform in-house maintenance/calibration of all vehicles and support equipment for mosquito and the aquatic plant management services

# What will be accomplished - MAPM

## Mosquito Aquatic

- Mosquito & Aquatic - perform in-house maintenance/calibration of all vehicles and support equipment for mosquito and the aquatic plant management services
- Mosquito & Aquatic - respond to citizen request for service as a result of concerns over mosquito abundance and/or invasive exotic aquatic plants

# Solid Waste Operations - SWO

- Landfill Ops – potential elimination of one (1) Equipment Operator IV position (currently vacant)
- Residential Drop-Offs - elimination of one (1) Landfill Attendant position
- Major operating and capital expenditure changes
  - fuel - \$247,000 reduction
  - temporary labor - \$31,000 reduction
  - outside disposal - \$27,000 reduction
  - repair and maintenance - \$61,000 reduction
  - capital outlay - \$175,000 reduction

# Impacts – Solid Waste Operations

- eliminating the Landfill Attendant will require the Maintenance Worker to work out of class to continue to provide service at the residential drop-offs resulting in reduced maintenance service
- the probable loss of the Equipment Operator IV position and reduced outside disposal have no immediate impact but could result in future negative impacts should the volume of solid waste grow back to the pre-2009 volumes

## What will be accomplished – SWO

- Landfill Ops - receive and process, in accordance with FDEP regulations, all solid waste received at the Lake County Central Solid Waste Management Facility.
- Landfill Ops - remove and transport landfill leachate to the proper disposal facilities
- Residential Drop-Offs - receive and transport solid waste received at the Central Facility and five (5) remote residential drop-offs
- Yard Waste - receive and process yard waste delivered to the Central Facility and the five (5) remote residential drop-offs

## What will be accomplished – SWO

- Scales - weigh, inspect, classify, monitor and record waste materials as to type, quantity, source, hauler and final disposal for all deliveries to the Central Facility and the Waste-to-Energy Facility
- Scales - record and maintain delivery transactions at both scale locations in the Material Tracking System and generate reports
- Scales - collect, record and deposit monies from cash transactions, and record and monitor account transactions

# What will be accomplished – SWO

- All Sections - maintain and repair, as necessary, all active landfills, closed landfills and peripheral equipment/structures
- All Sections - conduct random load inspections to insure that all materials received are in compliance with all state and federal regulations
- All Sections – monitor customer usage to reduce commercial entities illegally utilizing free disposal at the facilities

# Solid Waste Programs (SWP)

- Recycling Facility - elimination of two (2) Equipment Operator III positions
- Recycling Facility - elimination of six (6) part-time Laborer positions
- Household Hazardous Waste - elimination of one (1) Environmental Technician position
- Major operating and capital expenditure changes
  - collection services - \$445,000 reduction
  - equipment leases - \$90,000 reduction
  - repair and maintenance - \$27,000 reduction

# Solid Waste Programs (SWP)

- Major operating and capital expenditure changes
  - curbside recycling bins - \$10,000 reduction
  - professional services - \$11,000 reduction
  - capital outlay - \$228,000 reduction
  - grant-in-aides - \$150,000 reduction
  - transfers - \$123,000 reduction
  - outside disposal - \$15,000 reduction

# Impacts – Solid Waste Programs

- Recycling - eliminate the residential curbside collection of cardboard (or possibly eliminate the commercial recycling collection services)
- Household Hazardous Waste - eliminate the 15 scheduled and all unscheduled mobile hazardous waste collections
- Household Hazardous Waste - elimination of the two (2) person safety team approach when collecting household hazardous waste from the residential drop-offs
- Household Hazardous Waste - substantial reduction in the Paint Processing Program

# Impacts – Solid Waste Programs

- the reduction in some areas such as outside disposal, recycling bins, and maintenance and repairs should have no immediate impact but could result in future negative impacts should the volume of solid waste grow back to the pre-2009 volumes

## What will be accomplished – SWP

- Recycling Facility - process recyclables received at the Recycling Facility from residential and commercial customers and deliver the recyclables to the appropriate recycling markets
- Recycling Facility - provide for the collection of recyclables from commercial customers
- Household Hazardous Waste - process household hazardous waste and electronics received at the Household Hazardous Waste Facility and manage it in accordance with all applicable regulations

## What will be accomplished – SWP

- Household Hazardous Waste - process hazardous waste received at the Household Hazardous Waste Facility from commercial customers and manage it in accordance with all applicable regulations
- Household Hazardous Waste - collect the household hazardous waste and electronics delivered to the Residential Remote Drop-Offs and transport it to the Household Hazardous Waste Facility for processing
- Household Hazardous Waste – reuse/recycle as much of the material received as possible to avoid disposal costs

## What will be accomplished – SWP

- Collection Services - provide curbside collection services to residential customers which includes each week, for most customers, two (2) garbage collections and one (1) recyclables collection
- Collection Services - provide, at the request of the residential customer, a curbside bulk pick-up service which could include but not be limited to white goods, furniture, and other bulky items
- Collection Services - provide solid waste collection services to commercial customers

## What will be accomplished – SWP

- Collection Services - monitor collection services contracts to ensure that the collectors maintain the quality standards established by the County
- Customer Service - provide timely and professional responses to customer inquiries and concerns
- Customer Service – maintain and certify the solid waste assessment rolls in accordance with all state statutes and assist with the maintenance of the fire assessment roll

## For BCC Consideration - SWP

- consider expanding recycling services at the Recycling Facility by adding a materials recovery component that would provide for the separation of the co-mingled material into aluminum cans, plastic containers, metal containers, glass, etc.
- projected net revenue would be in the range of \$400,000 annually

## Waster Quality Services (WQS)

- \$428,000 increase to provide for the continuing clean-up of the Astatula Fuel Clean-up Project
- Storage Tank Program - \$143,000 in state funding

# Impacts – Water Quality Services

- less input into the development review process

## What will be accomplished - WQS

- collect samples and perform in-house analysis of required groundwater monitoring for all County landfills in compliance with FDEP permit(s)
- collect samples and perform in-house analysis for the surface water monitoring program (chain of lakes, lakes > 50 acres, etc...)
- perform analysis of WAV, Adopt-A-Lake and drinking water samples provided by volunteers & citizens
- execute the Storage Tank Compliance & Enforcement Program in compliance with the FDEP contract

## What will be accomplished – WQS

- execute the Conditionally Exempt Small Quantity Generator Compliance Program as mandated by FDEP
- assist with the development review of applications containing hydro-geologic issues
- provide quality drinking water to the customers of the South Umatilla Water System
- manage the ongoing environmental clean-up of the Astatula Fuel Clean-Up Project
- manage the County's Water Atlas Project

# Environmental Recovery Fund (ERF)

- expenditures from this fund can only be used for environmental education, mitigation & the purchase of pollution prevention equipment, with funding comprised of monies collected from environmental violation enforcement (storage tank fines, LDR violations, etc...)

## What will be accomplished – ERF

- administer, with the goal toward continued expansion thru volunteers, the Adopt-A-Lake Program
- through the Adopt-A-Lake Program, implement additional Water Quality Improvement Projects
- provide for the removal of unused home heating oil at no cost to the homeowner

# What will be accomplished - Solid Waste Closure and Long Term Care

- perform the ongoing maintenance, repairs and long-term care for all closed landfills in compliance with FDEP and federal standards
- perform all required groundwater, leachate, and methane gas monitoring in compliance with FDEP and federal standards
- as necessary, manage the closure of any active landfills that are required to be closed

# Solid Waste Long-Term Capital Projects

- no funding in FY 2010

# Information Technology

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# Information Technology

	FY 2008-09	FY 2009-10	Dollar Change	Percent Change
IT Administration	\$168,610	\$163,415	(\$5,195)	-3%
County Technology	\$1,105,505	\$616,016	(\$489,489)	-44%
GIS	\$910,297	\$787,624	(\$122,673)	-13%
Information Outreach	\$354,342	\$315,500	(\$38,842)	-11%
Information Systems	\$870,765	\$775,706	(\$95,059)	-11%
Programming and Applications Support Services	\$531,066	\$389,234	(\$141,832)	-27%
Records Management	\$137,770	\$50,960	(\$86,810)	-63%
Telecommunications	\$287,114	\$267,841	(\$19,273)	-7%

## IT – Staff Reductions

- FY 09/10 Positions Eliminated

RM Records Manager

PASS Software Engineer

IS Network Technician

- FY 08/09 Positions Eliminated

GIS Sr. GIS Analyst

GIS Mapping/CAD Tech (2)

RM Office Associate I

## IT – New Additions

- Information Outreach Division– 6 staff
- 911 Addressing – 1 person from Public Safety

# Impacts

- **Technology Refresh**

  - Not replacing 56 general fund computers purchased in 2003

  - No network infrastructure replacements included in the budget

- **Major repairs will need to be funded from RESERVES**

- **Cut backs in training for some technologies**

- **Emerging technologies testing is limited**

- **CARL funding eliminated – developing in house**

- **Cut backs in some printed materials – digital will be available**

- **IT is looking for creative ways to finance projects**

  - Possibility of using maintenance contract money to fund purchases

  - Annual review of all maintenance costs to save money

## What will be accomplished

- IT will continue to provide all of our services and meet our current service level expectations
- BCC Departmental process improvement involving technology integration will continue to be a major focus area that we expect to deliver on
- Redesign of the network backbone to improve performance is planned
- New data backup and recovery architecture for BCP
- Publish our Information Technology Plan for 2010
- Lead the way in implementing IT Governance to manage the county's technology investment plan

Questions?

# Public Resources

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# Public Resources

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Administration	\$377,858	\$330,187	(\$47,671)	(12.6%)
Agricultural Education Services	\$768,068	\$672,104	(\$95,964)	(12.5%)
Library Services	\$6,665,983	\$5,536,989	(\$1,128,994)	(16.9%)
-VolunteerLake	\$108,106	\$100,253	(\$7,853)	(7.3%)
Parks and Trails	\$4,570,490	\$3,825,873	(\$744,617)	(16.3%)
- Capital Projects	\$2,007,556	\$931,038	(\$1,076,518)	(53.6%)
Tourism and Business Relations	\$4,149,382	\$3,029,738	(\$1,119,644)	(26%)

# Administration

## Mission Statement:

To provide and promote life enriching experiences that exceed expectations for Lake County residents and visitors.

# Administration

## Impacts

- Budget includes lease costs for Parks and Trails and VolunteerLAKE.

# Administration

## What will be accomplished

- Provide fiscal and administrative oversight for the department.
- Provide coordination for Citizens Information Line.
- Provide support for coordinated programming and events.

# Agricultural Education Services

- Two positions became vacant in FY 2008-09 due to an early out option, and have been eliminated in the FY 2009-10 budget:

4-H Program Assistant

Family and Consumer Science Agent IV

- Vacant 4-H Extension Agent position will be filled.
- Added Utility Services at \$5,530 due to completion of new classroom in the Discovery Gardens.
- Overall, reductions across multiple line items to help offset increase in budget.

# Agricultural Education Services

## Impacts

- Elimination of 4-H Program Assistant may reduce the ability to reach minority youth through 4-H.
- Elimination of FCS Agent IV position reduces ability to provide programming in the area of housing, home environment, and food and nutrition. It also impacts currently offered programs of remaining FCS agent.
- Reduced reprographics budget means fewer handouts in educational programs and inability to provide newsletters for citizens without internet capabilities.
- Reduction in maintenance of HLC Discovery Gardens.

# Agricultural Education Services

## What will be accomplished

- Continue to make available quality educational programs to the citizens of Lake County.
- Newsletters delivered electronically or via website.
- Enhanced programs offered through the Horticultural Learning Center upon completion of new facility.
- Continued support for the 37 active 4-H clubs (234 adults, 756 youth).

# Agricultural Education Services

## What will be accomplished

- Pending grant award, a Food & Nutrition Program will be offered, through coordination with the school system, to provide nutritional training for youth whose families are eligible for food stamps.
- Video conferencing made available through UF will help offset travel for training and meetings.
- Implementation of new technology to create more efficient workflow.

# Library Services

- Five positions will be eliminated in FY 2009-10:
  - Assistant Library Services Director
  - Library Technician at Library Administration
  - Librarian I at Cagan Crossings
  - Library Assistant at Paisley and at Astor
- Relocated Librarian II-Youth Coordinator position from Library Administration to Cooper Memorial.
- Two new positions will be added to Cooper Memorial through reorganization and possible posting of one vacant position.

# Library Services

## Impacts

- Operating hours open to the public at all six branch libraries will be reduced.
- Books By Mail Program will be limited to homebound patrons.
- Patrons will wait longer for books to be shelf ready and available.

# Library Services

## Impacts

- Reduction in contractual payment to the Municipalities for Member Libraries of 5% over FY 2008-09. Proposed funding level is 18% below the contractual reimbursement formula.
- Youth Coordinator will no longer be on call to assist libraries with storytimes and special programs.

# Library Services

## What will be accomplished

- Cooper Memorial Library will reopen in August 2009 as a joint use facility, a partnership of Lake Sumter Community College, Lake County Board of County Commissioners, and University of Central Florida.
- Number of public access computers at Cooper Memorial will increase from 19 to 125.
- Internet capacity will increase to accommodate escalation in computer usage.
- Estimated 971,250 items will be circulated at branch libraries.

# Library Services

## What will be accomplished

- A Long Range Plan of Service for 2010-2015 will be developed for the Lake County Library System.
- The Lake County Library System will continue its Annual Festival of Reading.
- A new Interlocal agreement will be negotiated between Lake County and the library system's nine member libraries.
- VolunteerLake will play a key role as an emergency responder in disaster situations.
- VolunteerLake will convert volunteer files to electronic format to assist with records management.

## Parks & Trails

- Board Action on June 9, 2009 approved two new Parks Specialist (maintenance) positions.
- One new Park Specialist position hired from the June 2009 layoffs.
- One new Park Specialist position will be added in FY 2009-10.

# Parks and Trails Impacts

- Fewer Capital Improvement projects.
- Phasing of large capital projects.
- Reduces the ability for the Florida Community Trust Grant projects to stay on the agreed schedules.
- Reduction in educational programs and hours of operations.
- Delayed response time for maintenance and repairs.

# Parks and Trails

## What will be accomplished

- Continue seven day customer service and park operations.
- Continue limited restoration efforts at P.E.A.R., Ferndale, Pine Forest and Palatlahaha River Park.
- Complete design documents for East Lake Community Park and begin phased construction.
- Maintain existing parks, trails, public lands, firelines, groves, and infrastructure.
- Run limited education programs for the public.

# Parks and Trails

## What will be accomplished

- Coordinate partnerships with organizations and municipalities i.e. Woodlea Sports Complex.
- Complete environmental site assessment and begin planning phase of South Lake Park.
- Feasibility assessments for using properties as gopher tortoise recipient sites.
- Continue burn prescriptions, removal of invasive and exotic vegetation, structure demolition(s), surveys, and archaeological assessment of public lands.

# Tourism and Business Relations

- Two part-time Welcome Center Worker positions were eliminated in the FY 2009-10 Tourism budget.
- Museum Director/Curator position was reduced to 30 hours per week in the FY 2009-10 budget.
- Part-time Office Associate position was eliminated in the FY 2009-10 Historical Museum budget.

# Tourism and Business Relations

## Impacts

- Reduced revenue will curtail assistance provided to local organizations for capacity building.
- Printing assistance for County Departments and many community organizations will be eliminated.
- Disabled Jobs Growth Initiative funding, supporting job training and retention for disabled citizens through local ARC partnership will be discontinued.
- Hours of operation for Historical Museum will be reduced to 30 hours per week.

# Tourism and Business Relations

## What will be accomplished

- Specially designed Lake Arts CD Rom to promote all arts venues, galleries and artists.
- Fulfillment house services discontinued and activities brought in-house to provide cost savings and bring us closer to clients.
- Increase use of electronic media for advertising; explore new venues to promote Lake County tourism maintaining a leading edge in travel marketing trends.
- Fairgrounds will explore blanket liability policy for events to make it easier to rent the facilities.

**PUBLIC RESOURCES**  
**Mission Statement**

To provide and promote life enriching experiences that exceed expectations for Lake County residents and visitors.

To fulfill this mission the Department of Public Resources will:

- Develop and maintain a clean, safe and attractive parks and trails system for health and enjoyment;
- Preserve and restore lands to protect water resources, habitat and wildlife corridors while providing educational and passive recreation opportunities;
- Promote tourism and create awareness of Lake County, it's attractions, events and public assets;
- Provide service and volunteer opportunities which provide personal enrichment and promote community involvement;
- Provide research-based information and educational programs cooperatively with the University of Florida for all aspects of horticulture, agriculture, nutrition, food safety, the home environment, financial management and 4H youth programs; and
- Provide access to library materials, electronic resources and programs to assist the public in meeting its recreational, informational, cultural and lifelong learning needs.

## PROPOSED BRANCH LIBRARY OPERATING HOURS

for fiscal year 2009-2010

### Astor County Library

	Staff (FTE)	Hours per week		
current	4.75	48	Monday and Wednesday	9 a.m. to 5 p.m.
proposed	3.75	40	Tuesday and Thursday	9 a.m. to 7 p.m.
			Friday	closed
			Saturday	9 a.m. to 1 p.m.

### Cagan Crossings Community Library

	Staff (FTE)	Hours per week		
current	12.75	56	Monday through Thursday	10 a.m. to 8 p.m.
proposed	11.25	50	Friday	noon to 5 p.m.
			Saturday	10 a.m. to 3 p.m.

### Cooper Memorial Library, Clermont

	Staff (FTE)	Hours per week		
current	12.5	50	Monday through Thursday	9 a.m. to 7 p.m.
proposed	14.425	48	Friday and Saturday	9 a.m. to 1 p.m.

### East Lake County Library, Sorrento

	Staff (FTE)	Hours per week		
current	4.75	48	Monday and Tuesday	10 a.m. to 8 p.m.
proposed	4.75	46	Wednesday and Thursday	10 a.m. to 6 p.m.
			Friday and Saturday	10 a.m. to 3 p.m.

### Marion Baysinger Memorial Library, Groveland

	Staff (FTE)	Hours per week		
current	5.75	50	Monday and Wednesday	10 a.m. to 6 p.m.
proposed	5.75	46	Tuesday and Thursday	10 a.m. to 8 p.m.
			Friday and Saturday	10 a.m. to 3 p.m.

### Paisley County Library

	Staff (FTE)	Hours per week		
current	4.75	48	Monday and Wednesday	10 a.m. to 6 p.m.
proposed	3.75	40	Tuesday and Thursday	10 a.m. to 8 p.m.
			Friday	closed
			Saturday	10 a.m. to 2 p.m.

## FY 2009-10 Parks Capital Outlay

Fund/Department/Division/Section	Org Code	CRC	New	Replacement	Total Cost
<b><u>Parks Capital Projects - Parks Section - Fund 3020</u></b>					
<b>Public Resources</b>					
<u>Parks and Trails</u>	5052170				
Lake Jem Park-Phase II - Project 40005					
1 Prefab Restroom			\$ 20,000	\$	\$ 20,000
P.E.A.R. Park - Project 40006					
Park Entry Road			\$ 80,000	\$	\$ 80,000
Astor Park - Project 40008					
Pavilion, Playground equipment, Batting cages			\$ 40,000	\$	\$ 40,000
Lake Idamere - Project 40011					
1 Playground Pavilion			\$ 45,000	\$	\$ 45,000
Paisley Park - Project #40014					
Dugouts and Bleachers			\$ 25,000	\$	\$ 25,000
Sorrento Park - Project #40016					
Renovate closed restroom, replace septic system			\$ 35,000	\$	\$ 35,000
East Lake Community Park - Project #40018					
County agreement with County School Board Elementary School "J" for East Lake Park			\$ 481,538	\$	\$ 481,538
Palatlakaha River Park - Project #40019					
1 Prefab Restroom			\$ 45,000	\$	\$ 45,000
Woodlea Sports Complex - Project #40020			\$ 250,000	\$	\$ 250,000
<b>Total Capitol Parks - Parks Section</b>			<b>\$ 1,021,538</b>	<b>\$ 0</b>	<b>\$ 1,021,538</b>
<b>Total ALL Funds</b>			<b>\$ 1,021,538</b>	<b>\$</b>	<b>\$ <del>1,021,538</del></b>
					<b>\$ 849,038</b>

All of these project funds (including \$ 60,000 originally budgeted for NLCP) were eliminated from the budget to fund the Woodlea Sports Complex.

\$ 250,000

# Facilities Development and Management Department

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# Facilities Development and Management Department

	FY 2008-09	FY 2009-10	Dollar Change	Percent Change
Facilities Administration	\$650,448	\$542,444	(\$108,004)	(16.6%)
Facilities Management Division				
Facilities Maintenance	\$2,078,159	\$1,665,914	(\$412,245)	(19.8%)
Jail & Sheriff Facilities	\$535,607	\$500,479	(\$35,128)	(6.6%)
Maintenance				
Facilities Services	\$777,515	\$753,283	(\$24,232)	(3.1%)
Energy Management	\$2,315,980	\$2,461,389	\$145,409	6.3%
Facilities Construction Division	<u>\$406,493</u>	<u>\$264,561</u>	<u>(\$141,932)</u>	(34.9%)
<b>Department Totals</b>	<b><u>\$6,764,202</u></b>	<b><u>\$6,188,070</u></b>	<b><u>(\$576,132)</u></b>	<b>(8.5%)</b>

# Facilities Development and Management Department

- 9% reduction to our Department-wide operations budget.
- 37% increase in insurance charges.
- 9% increase in utility costs.

# Facilities Development and Management Department

In anticipation of the reduced funding environment which is now being experienced by the County , we have worked over the past two fiscal years to complete major maintenance projects in a manner that will position us to meet citizen demand.

# Facilities Development and Management Department

## Personnel Reductions

- Construction Contracts Administrator position was frozen, and will be eliminated in the FY 2009-10 budget.
- Facilities Development Manager position became vacant in FY 2008-09, was frozen, and will be eliminated in the FY 2009-10 budget. At the time the Board approves the Judicial Center Expansion Project a Contract Project Manager may be requested.

# Facilities Development and Management Department

## Impacts

- No enhanced maintenance projects are included.
- No contingencies are included for unanticipated major equipment failures.
- Response times for general requests will be longer than in past years.
- Lack of capital item funding will require the continued use of contractors when our equipment is insufficient.  
(For example, our staff does not currently have the equipment to correct some plumbing problems)

# Facilities Development and Management Department

## Impacts

- Current staff members have assumed additional responsibilities to compensate for the elimination of staff positions. Therefore staff will be cross-trained so that services and responses will be maximized

# Facilities Development and Management Department

## What will be accomplished

- Continue to provide services to ensure that the Planning, Design, Construction, and Maintenance of County facilities are carried out properly, including oversight of internal and external personnel, budgeting and financial management, architectural and engineering processes, construction, and warranty/maintenance issues.
- Continued investigation and cost estimating for proposed projects.
- Special reports and support regarding information requests from Staff, the Board, and the Public.

# Facilities Development and Management Department

## What will be accomplished

- Planned projects include:
  - Animal Services Building Expansion
  - BCC Warehouse Expansion
  - Historic Courthouse Renovation
  - Jail Vehicle Access Renovations
  - Judicial Center Expansion and Renovation
  - Mosquito Control Compound Improvements
  - Public Works Special Projects Facility
  - Paisley Fire Station
  - Scalehouse Renovations
  - Sheriff's Administration Building Renovation
  - Sheriff's South District Office

QUESTIONS?

**TAB A**

- Consent  
 Departmental

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

**DATE: August 07, 2009**

**TO: Cindy Hall, County Manager**

**THRU:**

**BY: John Wight, Procurement**

**SUBJECT: Contract 06-094, Provide &  
Maintain Multifunctional Devices  
Amendment**

**DISTRICTS:**

**MEETING DATE: August 18, 2009**

Item Type: Consent Agenda

Other:

**RECOMMENDATION/REQUIRED ACTION:**

It is recommended that the Board approve a contract modification to contract 06-064, to Provide and Maintain Digital Multifunctional Devices (MFD) on a cost per copy basis for execution by the Procurement Services contracting officer.

**BACKGROUND SUMMARY:**

The term "Multifunctional Device (MFD)" refers to a machine that performs a fully integrated copier, network printer, fax, and scanner function. Following the Procurement Policies and Procedures, RFP 06-064, was competitively awarded to Ricoh of America on October 1, 2006 for thirty-six (36) months with two (2) one (1) year renewals. One of the requirements for the County is to process a minimum of 464,876 copies each month from our departmental and high volume copier in Document Services. This number was derived by doing a survey of the volume utilized by each department. The contract stipulates that the County pays an agreed upon price (.075 for color and .036951 for black and white) for each copy. These prices include all equipment, maintenance and supplies. There are no additional costs.

Due to recent budget reductions, there has been a significant decrease in the volume of copies being processed within all County departments. Given the contracted volume that we are required to pay and the recent significant decrease in actual volume, immediate action is required to achieve a balanced budget for the County's overall document services function.

As the most immediately available course of action is an adjustment to the current contract, several meetings were held with Ricoh of America to identify and quantify issues and possible resolutions. As a result of these discussions, the following measures were offered by Ricoh:

- Re-evaluate each department and "right size" the copier fleet.
- Ricoh will replace forty-four (44) of the convenience copiers, moving the copiers to the correct size based on volume.
- Replace the High Volume copier in Document Services with a new energy efficient model.
- Keep 27 of the newest copiers including the coin operation units at the libraries.
- Ricoh will reduce the number of copies included down to 340,000, thus saving the County \$3,005.67 per month.
- Ricoh will also lower the color charge down to \$.07 saving the County \$205.85 more per month based on an average of 41,169 per month in color copies.
- Total savings per month \$3,211.52 or \$38,538.24 per year.
- Ricoh will also waive all contract payment for 90 days which will save the County \$46,659.33. This helps resolve the immediate financial issue for the current fiscal year.
- As consideration, and to provide an appropriate amortization period for the new equipment to be installed, the County will extend the contract for 19 months beyond the total five (5) year duration of the current agreement.

County staff recommends acceptance of the Ricoh offer as it resolves an immediate budgetary financial issue and provides for significantly reduced future costs. The proposed pricing is lower than or equal to recent competitive MFD contract awards, and a very recent unsolicited proposal tendered to Lake County by an alternate vendor.

Fiscal Impact: See Background Summary      Budget: Operating Budget

Account No.: 0010-510-513-09-11400-830460 Document Services - Repair and Maintenance (Expense)

Affected parties notified of meeting:

Advertised: Date:      Paper:

Attachments (List): Contract Modification

**STAFF APPROVAL:**

Director: Barnett Schwartzman

County Manager: Booth, Niki

County Attorney: Sandy Minkoff

Budget Office: Krueger, Douglas

**DATE:**

2009-07-31 11:23:00

2009-08-03 11:21:04

2009-08-03 11:18:07

2009-07-31 11:34:39

**ACTION TAKEN BY BOARD:**

Action:

Continued/Deferred Until:

Other:

Special Instructions:

From: Administrative Support

By:



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

<p>1. Modification No.: 3 Effective Date: August 14, 2009</p>	<p>2. Contract No.: 06-094 Effective Date: October 1, 2006</p>
<p>3. Contracting Officer: John Wight, CPPB Telephone Number: (352) 343-9479</p>	<p>5. Contractor Name and Address:  Ricoh Americas Corporation 1991 Summit Park Drive, Suite 2000 Orlando, Florida 32810  Contact: Mary Cobb 407-659-1020</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800</p>	
<p>DESCRIPTION OF MODIFICATION: The following changes will be effective August 8, 2009 :</p> <ul style="list-style-type: none"> <li>•Re-evaluate each department and “right size” the copier fleet</li> <li>•Ricoh will replace forty-four (44) of the convenience copiers, moving the copiers to the correct size based on volume</li> <li>•Replace the High Volume copier in Document Services with a new energy efficient model</li> <li>•Keep 27 of the newest copiers including the coin operation units at the libraries</li> <li>•Ricoh will reduce the number of copies included down to 340,000 thus saving the County \$3,005.67 per month</li> <li>•Ricoh will also lower the color charge down to \$.07 saving the County \$205.85 more per month based on an average of 41,169 per month in color copies</li> <li>•Total savings per month \$3,211.52 or \$38,538.24 per year</li> <li>•Ricoh will also not require payment for 90 days which will save the County \$46,659.33, thus taking care of the majority of the deficit for this fiscal year</li> <li>•The County will extend the contract for 19 months beyond the total 5 year duration of the current agreement to provide an appropriate amortization period for the new equipment to be installed.</li> </ul>	
<p>7. Contractor's Signature  Name: _____  Title: _____  Date: _____</p>	<p>8. Lake County, Florida  By: _____ Senior Contracting Officer  _____ Date</p>
<p>10. Distribution:  Original - Bid No. 06-094 Copies - Contractor Department – Post on Intranet</p>	

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Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

JENNIFER HILL  
District 1

ELAINE RENICK  
District 2

JIMMY CONNER  
District 3

LINDA STEWART  
District 4

WELTON G. CADWELL  
District 5

**TAB B**



Other: From: Administrative Support	Special Instructions: By:

**RESOLUTION NO. 2009- \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE FEDERAL/STATE GRANT FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2008-2009 IN THE AMOUNT OF \$200,000 FROM THE U.S. DEPARTMENT OF ENERGY, ENERGY AND CONSERVATION BLOCK GRANT PROGRAM AND PROVIDE APPROPRIATIONS FOR THE DISBURSEMENT OF THESE FUNDS.**

**WHEREAS**, Chapter 129, Section 129.06(2)(d), Florida Statutes, authorizes the appropriation and expenditure of unanticipated revenue through an amendment to the Budget by adoption of a Resolution; and

**WHEREAS**, the Board of County Commissioners of Lake County and the Department of Economic Growth and Redevelopment has received grant funds to develop a County Energy Efficiency and Conservation Strategy to implement a variety of energy efficiency and conservation projects that match and support the County's function, goals, and mission; and

**WHEREAS**, the Department of Economic Growth and Redevelopment received a grant award of \$200,000 in unanticipated revenue from The U.S. Department of Energy to be received into the Federal/State Grant Fund for fiscal year 2008-2009; and

**WHEREAS**, an amendment to the fiscal year 2008-2009 Lake County Budget is required to provide for the receipt into the Federal/State Grant Fund and provide for appropriations for The Department of Economic Growth and Redevelopment.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lake County, Florida, that:

**Section 1. Amendment of the Budget.** The Lake County Federal/State Grant Fund is hereby amended to increase the total budget for Fiscal Year 2008-2009 to include the unanticipated revenue and new appropriations as follows:

REVENUE (Fund 1300)

<u>Account Number</u>	<u>Description</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Amended Budget</u>
1300.1108300.331350.99012	Energy Eff and Consrv Block Grant	\$0	\$200,000	\$200,000

EXPENDITURE (Fund 1300)

<u>Account Number</u>	<u>Description</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Amended Budget</u>
1300.1108300.830340.99012	Contractual Services	\$0	\$200,000	\$200,000

**Section 2. Effective Date.**

This resolution shall become effective upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA**

\_\_\_\_\_  
**Welton G. Cadwell, Chairman**

This \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

\_\_\_\_\_  
**Neil Kelly**, Clerk of the  
Board of County Commissioners  
Of Lake County, Florida

Approved as to form and legality:

\_\_\_\_\_  
**Sanford A. Minkoff**  
County Attorney



RFP No. 09-0219

RFP Title: Development of an Energy Efficiency and Conservation Strategy

Opening Date: July 22, 2009 3:00 p.m.

Contracting Officer: Barnett Schwartzman

Firm	City, State	Lump Sum Price	Addendum Acknowledged
TLC Engineering for Architecture	Cocoa, FL	\$54,000.00	Yes
ECS (Environmental Compliance Services)	Agawam, MA	\$56,460.00	Yes
Environmental Consulting & Technology, Inc.	Tampa, FL	\$59,000.00	Yes
Horizon Engineering	Miami, FL	\$76,410.00	Yes
The Cadmus Group	Watertown, MA	\$79,880.00	Yes
Clean Energy Solutions	Cambridge, MA	\$82,700.00	No
Carbon Solutions of America	Deerfield Beach, FL	\$97,950.00	Yes
Mactec	Orlando, FL	\$98,600.00	Yes
Lime Energy	N. Miami Beach, FL	\$131,786.93	Yes
Lake-Sumter MPO	Leesburg, FL	\$138,313.26	Yes
Palm Beach County Resource Center	Riviera Beach, FL	\$174,000.00	Yes
Miller Legg	Winter Park, FL	\$178,870.00	Yes
Glatting Jackson Kercher Anglin	Orlando, FL	\$180,000.00	Yes
Kinetix	New York, NY	\$181,075.00	Yes
GDS Associates, Inc.	Marietta, GA	\$229,964.00	No
EcoAsset Solutions, LLC / Baker Barrios Architects, Inc.	Tampa, FL	\$383,520.00	Yes
Skyetec DBA SMC Systems, Inc.	Jacksonville, FL	No Fixed Price	Yes
Utility Analyses, Inc.	Deluth, GA	No Fixed Price	No

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MEMO FOR RECORD/ 28 Jul 09/ B. Schwartzman

SUBJECT: Summary of informal review and award recommendation under RFP 09-00219/ EECS

1. The subject solicitation was issued on 29 Jun 09 and closed 22 Jul 09 with eighteen vendors responding. The scope of the solicitation was the development of a County Energy Efficiency and Conservation Strategy (EECS). Having an established EECS is a required component of the County's effort to formally identify energy-related measures that match and support the County's function, goals, and mission. This in turn supports initiation and completion of specific energy efficiency and conservation projects through application of federal, state, or local funding.

2. As the solicitation included a relatively firm scope of work and required submission of a specific scope of proposal response to include firm fixed pricing, informal evaluation proceedings were determined appropriate. The following individuals were identified for completion of the evaluation process:

- Greg Welstead, Dottie Keedy, Richard Helfst, Bob McCullough (County personnel from various departments with extensive current EECS program involvement)
- Kathy Judkins, Sumter Electric Cooperative, Inc.

Private sector representatives involved in the EECS cooperative process initiated by the County were invited to participate in the evaluation process. These personnel elected not participate when advised that avoidance of any appearance of conflict of interest meant such participation could serve to exclude their entities from any resulting project effort.

3. The attached tally sheets list all responding vendors, their headquarters locations, and their proposed pricing. An initial competitive range review was conducted by two of the evaluators. Four of the responses were immediately excluded based on pricing (either over \$200,000 or fixed price not identified) and /or technical content (failure to provide directly related reference or scope response). The remaining fourteen response were provided to the evaluators on 24 Jul 09 with an initial review meeting scheduled for 28 Jul 09.

4. The review meeting commenced with a confirmation of the evaluation approach taken by each evaluator. It was apparent that the depth and variety of approach ensured a complete and comprehensive evaluation. All evaluators were then requested to identify the responders they each considered to be within the top four or five responders in terms of experience and approach based on the evaluation criteria (each evaluator confirming that this listing was provided on a price-independent basis). The resulting listing was as follows:

Mr. Helfst: Kinetix, ECS, Cadmus (ranked order)

Mr. Welstead: Cadmus, Palm Beach, ECT, MacTec, Carbon Solutions (not in ranked order)

Ms. Judkins: Cadmus, MacTec, ECS, Miller Legg

Mr. McCullough: ECS, Cadmus, Clean Energy, MPO

Ms. Keedy: ECS, Kinetix, Palm Beach, Cadmus (not in ranked order)

The vendors highlighted above were noted by multiple evaluators. Cadmus was noted by all evaluators; that ECS was noted by four evaluators; that Kinetix, Palm Beach, and Mac Tec were noted by two evaluators, and that no other vendor was noted by multiple evaluators. Attention was therefore focused on the vendors that were noted by two or more evaluators.

5. The prices associated with the five vendors noted by multiple evaluators were reviewed. ECS was lowest among the five at (\$56,460); followed by Cadmus (\$79,880), MacTec ((\$98,600); Palm Beach (\$174,000), and Kinetix (\$181,075). As the three vendors mentioned by only two evaluators were all higher in price than the two vendors noted by four or more evaluators, the evaluators were asked to identify any specific factor that would support further consideration of the three higher priced proposals. The evaluators pointed out that each of the three had more hours assigned to the project than either ECS or Cadmus; and that the Kinetix and Palm Beach proposals included a monitoring function not stated in other proposals, and evidenced an especially strong direct experience record. However, it was also noted by the evaluators that the hours proposed by ECS and Cadmus were not unreasonably low, that the monitoring function may reflect a scope beyond the scope of the RFP itself, and that the Cadmus proposal evidenced an equally strong and especially long duration direct experience record. Given this discussion, attention then focused on the two vendors initially noted by more than two evaluators.

6. The evaluators were asked to summarize their perceived differentials regarding ECS and Cadmus in detail. It was a consensus opinion that Cadmus evidenced a much stronger record of directly related project experience in terms of specific project history (especially with public sector entities) and overall extent of related corporate experience. Cadmus also clearly evidenced a stronger capability in terms of available staffing. It was noted that the Cadmus field office located in Ocala would be supporting the project, thus providing evidence of capacity for quick response and a certain degree of regional technical conformance. The need for further meetings with the vendors was discussed, but negated by all evaluators advising that they would pick Cadmus on a Cadmus vs ECS selection.

7. The evaluators then unanimously recommended award to Cadmus. The County Attorney will tasked to prepare the requisite contract, and Procurement Services was tasked to complete the balance of the awrd recommendation process.

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
THE CADMUS GROUP, INC.  
FOR  
ENERGY CONSERVATION STRATEGY**

**RFP 09-0219**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and The Cadmus Group, a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

**Recitals**

**WHEREAS**, the COUNTY has publicly submitted a Request for Proposal (RFP), #09-0219, to retain a technical/planning consulting firm to prepare an Energy Efficiency and Conservation Strategy (EECS) for Lake County as part of the Energy Efficiency and Conservation Block Grant Program (EECBG) being administered by the U.S. Department of Energy (DoE); and

**WHEREAS**, CONSULTANT desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

**Article 2. Purpose**

**2.1** The purpose of this Agreement is for CONSULTANT to prepare an Energy Efficiency and Conservation Strategy (EECS) for Lake County as part of the Energy Efficiency and Conservation Block Grant Program (EECBG) being administered by the U.S. Department of Energy (DoE).

**Article 3. Scope of Services**

**3.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to perform the services more specifically detailed in **Exhibit A**, Scope of Services, attached hereto and incorporated herein by reference.

**3.2** This Agreement shall be effective immediately following the date of final execution by the COUNTY and shall remain in effect for ninety (90) days. The fees set forth in this Agreement shall prevail for the full duration of the initial term. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for an additional ninety (90) days under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

**3.3** CONSULTANT acknowledges that time is of the essence in carrying out CONSULTANT'S responsibilities under this Agreement. Specifically, CONSULTANT shall complete the draft strategy no later than sixty (60) days from issuance of the Notice to Proceed, and deliver the final strategy no later than ninety (90) days from issuance of the Notice to Proceed.

**3.4** The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**3.5** The services rendered pursuant to this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and will not be responsible to pay for any such service.

**3.6** Any inconsistency between the provisions of this Agreement, the Federal statutes and regulations, and the terms and conditions of the DoE grant award shall be resolved in such a manner so as to not impair the award of the grant to the COUNTY.

#### **Article 4. Payment**

**4.1** COUNTY shall pay and CONSULTANT shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder **Seventy Nine Thousand Eight Hundred Eighty Dollars (\$79,880.00)**. CONSULTANT shall submit an invoice for a lump sum payment after completion and acceptance of the Project by the COUNTY.

**4.2** The COUNTY shall make payment in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**4.3** CONSULTANT agrees and recognizes that this Agreement is being funded with federal money under the American Recovery and Reinvestment Act of 2009. As such, pursuant to section 218.77, Florida Statutes, the CONSULTANT is hereby notified that payment is contingent upon receipt of such federal funding. The CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies as attached hereto and incorporated herein by reference as Exhibit B, including receiving no payment until all required forms are completed and submitted.

#### **Article 5. County Responsibilities**

**5.1** COUNTY shall promptly review the services performed by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate a County staff member to act as COUNTY'S Project Administrator.

**5.2** COUNTY shall pay in accordance with the provisions set forth in this Agreement.

**5.3** The COUNTY will provide to the CONSULTANT all necessary and available data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

**Article 6. Special Terms and Conditions**

**6.1 Qualifications.** Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

**6.2 Subletting of Agreement.** This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

**6.3 Insurance.** The CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows: General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employer	\$100,000
Disease-Policy Limit	\$500,000

Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE  
BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

**6.4 Indemnity.** The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT'S duties set forth in this Agreement.

**6.5 Independent Contractor.** The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**6.6 Acceptance of Services.** Any service(s) procured as a result of this Agreement may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

**6.7 Public Records / Copyrights**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than six (6) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**6.8 Right to Audit.** The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them

available to the COUNTY for six (6) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

**6.9 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**6.10 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6.11 Prohibition Against Contingent Fees.** The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

#### **Article 7. General Conditions**

**7.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**7.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**7.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**7.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**7.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**7.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**7.7** During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

The Cadmus Group, Inc.  
Edward Miller, Vice-President  
57 Water Street  
Watertown, MA 02472

If to COUNTY:

Dottie Keedy  
Director of Economic Growth & Redevelopment  
P.O. Box 7800  
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

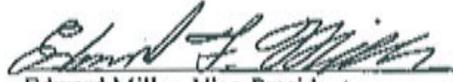
**Article 8. Scope of Agreement**

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the \_\_\_\_\_ day of \_\_\_\_\_, 2009 and by CONSULTANT through duly authorized representative.

CONSULTANT

  
Edward Miller, Vice-President  
August 3, 2009

COUNTY

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Welton G. Cadwell, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff

EXHIBIT "A"

## 2. PROPOSED SOLUTION DESCRIPTION

### A. SOLUTION

#### General Approach

Lake County, Florida seeks to develop an energy strategy that will serve as a blueprint for the implementation of energy related actions. As we have done for Phoenix, AZ; Des Moines, IA; and three other cities, the Cadmus team will assist Lake County to develop a strategy based on meaningful metrics that will allow for prioritization and implementation of the most cost-effective and beneficial options available for the County and surrounding communities.

The Cadmus Team's approach will allow Lake County to:

- Create new, sustainable "green" jobs.
- Define with Lake County the appropriate strategies for the use of the block grant funds, including strategies to leverage additional private and public funds and be well-positioned to win competitive grants.
- Develop basic baseline performance data on energy use and greenhouse gas emissions.
- Develop forecasts of energy sources, energy uses, energy rates, GHG emissions, and other pertinent factors related to energy efficiency and conservation.
- Facilitate input from public and private parties to ensure that community interests and existing programs, projects and goals are properly integrated into the development of the County's energy efficiency and conservation strategy.
- Plan for capital improvement projects that will highlight the County's commitment to energy efficiency and the environment.
- Use the baseline data, existing programs and input from the public and private parties to define appropriate goals with measurable objectives for energy efficiency and conservation that involve the community and the government.
- Build an evaluation and programmatic framework with the longevity associated with ENERGY STAR continuing support from Federal Programs.
- Increase programmatic integration with surrounding communities.
- Address prioritization of the use of EECBG funds and identify opportunities to leverage grant funds to create a sustainable and ongoing energy efficiency and conservation program.
- Develop tools to track performance of strategies with key metrics.
- Ensure development of all deliverables including public presentations, handouts, and submittals to the DOE.

#### Kickoff Meeting

The Cadmus Team proposes to kick off the planning process with an initial face-to-face meeting to be held with the Lake County Project Team and key staff immediately following the award of this project. Prior to the meeting, the Cadmus Team will prepare an agenda summarizing the proposed outline of tasks and schedule. We will also review reports, data, and any other related information that can be provided in

**DEVELOPMENT OF AN ENERGY EFFICIENCY AND CONSERVATION STRATEGY**

**JULY 22, 2009**

advance of the meeting, such as any information related to previous meetings of County Officials and Planners that the County believes pertinent to the effort as well as any relevant studies or surveys that may have previously been conducted.

At a minimum, topics to be discussed during the kickoff meeting will include:

- Key people on the Cadmus and County Project Teams who will provide specific expertise and insight into the various focus areas
- Proposed schedule and timeline for completing the EECS and all related tasks
- The reporting structure and lines of communication to ensure information flow to and from the Cadmus Team and the County Project Team
- Opportunities for and approach to garnering stakeholder participation and public comment, if desired and appropriate
- Coordination and discussions with neighboring local government officials and the State
- Initial County strategic priorities and focus areas for inclusion in the analysis of potential projects
- Project best practices as established by the DOE EECBG team
- Final format for deliverables

Subsequent meetings, in addition to those throughout the approach, will be scheduled as necessary and appropriate.

**EECS Development**

In the creation of Lake County's EECS, the Cadmus Team will work with County Officials on the following plan elements. Cadmus suggests that the work be divided into three major tasks. These tasks will encompass the major scope sections from the Statement of Work in the Request for Proposal.

**Task 1: Energy Use and Greenhouse Gas (GHG) Emissions**

(Scope Sections 2 and 6)

The overall purpose of the tasks outlined in this section is to develop recommended actions that will reduce the GHG emissions associated with the highest emitting activities from the County and the community. The actions identified in the climate action plans will provide a broad list of potential activities for which Lake County may utilize EECBG funding.

**Step 1: Conduct County GHG Inventory**

This task is focused on assembling existing data from Lake County Government which includes owned and leased assets such as buildings, data centers, fleet vehicles, traffic signals, park lighting, and other sources of GHG as established by ARRA. Where data is non-existent, Cadmus will employ industry accepted approximations and will provide Lake County with guidance on how to obtain the information for future ARRA related reporting. This is aligned with the building management and energy conservation focus area and will help to develop metrics for assessing energy savings opportunities and for tracking program progress and results.

To ensure that resources used to collect energy data are effectively and efficiently targeted, the Cadmus Team will develop an Energy Conservation Scoping Plan to direct the collection of energy data and development of the emissions inventory. At a minimum, the Scoping Plan will include geographical, organizational, and operational boundaries for the baseline.

Inventory development can start immediately upon award of the project. The Project Team proposes to conduct an initial kick off meeting at the same time as the overall kickoff meeting described above. The meeting will cover data availability and quality, scope of the verification, discussion of logistical issues,

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identification of points of contact, clarification of roles and responsibilities, and overview of the verification timeline.

The review will help us develop the verification plan and identify the assessment sample. The verification sampling plan will identify a list of facility emission source-specific data and associated records (e.g. utility invoices, etc.) that the County will be asked to provide for desktop review. This review will compare the reported activity data against the quantities indicated by the provided evidence to assess the underlying accuracy of source emissions.

**Step 2: Conduct and Document Community GHG Inventory**

Concurrent with the assembly of the County level inventory, the Project Team will initiate the community level inventory, which is planned to cover all six Kyoto greenhouse gases. This process will be undertaken with the individuals from the County and community most familiar with community level GHG sources, if any. The meeting will occur immediately following the overall kickoff and the GHG verification kickoff meetings described above. During this meeting we will discuss issues relating to the overall inventory development process including:

- Determination of a baseline year
- Operational boundary issues relating to the community inventory
- Emission sources to include in the inventory
- Identification of data sources
- The level of detail in the inventory that is appropriate at this time
- Long-term inventory management goals

The Project Team will discuss emission quantification methodologies available for each identified emissions source and will recommend preferred methodologies based on available data and current best practices. The result will be the beginning of the inventory management plan that will outline the inventory preparation process and ensure that it is in conformance with best practices. This planning step is essential to developing an inventory that meets the needs of the County and lays the foundation for future inventories and GHG management. The inventory management plan will guide the collection and organization of the community level GHG emissions data. Community sources of data may include the following:

- Fuel use for heating
- Fuel use associated with transportation
- Purchased electricity used within the geopolitical boundary of Lake County resulting from the community's electricity consumption
- Commercial energy consumption
- Refrigerant release
- Methane associated with solid waste operations

Once the inventory management plan is complete, the Project Team will work with the Lake County team to collect the necessary data to support the inventory. The Project Team will work closely with County staff to distribute requests for data to agencies, organizations, department and individuals within the County that maintain or have access to the needed records. To keep the project cost low, the Project Team expects that Lake County will supply the raw data or work with the team to generate suitable approximations based on industry best practices.

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Step 3: Develop County and Community Level GHG Action Plans (GHGAP)  
(Scope Sections 2, 4, and 8)

Once complete, the Project Team will closely examine the County and Community level GHG inventories to gain a complete understanding of the major sources of GHG emissions. Based on an initial review of Lake County's significant contributing sources, the initial focus should be on street lights, water treatment plant, vehicle fleet, employee commute, lift stations and the landfill. Examining the emissions levels from these largest source categories will provide a starting point for the best opportunities for GHG emission reduction. Although the BECS will fundamentally focus on savings from energy efficiency, the Project Team will work with all areas of focus for the GHG Action Plans (GHGAPs). Other focus areas may include; land use, transportation, waste management, recycling, and/or green procurement. Once the focus areas are agreed to, the Project Team will work with the Strategic Steering Group to identify overall strategies for each focus area. For instance, energy will likely have a strategy to use energy more efficiently to reduce the demand for fossil fuels. A second energy strategy could be to replace energy from fossil fuels with renewable sources. The team is aware of Lake County's interest in installing solar photovoltaics (PV). To bring about the strategies, two categories of actions will be identified:

- Direct actions: actions that contribute directly to GHG emissions reduction or adaptation.
- Capacity building actions; actions that do not contribute to GHG emission reductions by themselves, but by their achievement enable other direct actions for GHG reduction.

Using energy as an example, the following direct actions and capacity building actions are possible:

Direct Actions:

- 1) Perform energy audits and upgrade existing structures (insulation, weatherproofing lighting, HVAC, windows, etc.) [short to medium term]
- 2) Build all new structures to ENERGY STAR and LEED standards [medium term]
- 3) Change energy consumptive behavior with formal policies [short to medium term]
- 4) Install renewable energy on site [medium to long term] such as PV.

Capacity Building Actions:

- 1) Provide energy efficiency workshops and fairs for businesses [short term]
- 2) Promote and participate in existing programs that encourage public commitments to renewable energy, green building and energy efficiency [short term]
- 3) Work with the building-related professional organizations and arts and architectural community to develop a green building design competition [short term]
- 4) Use existing low cost federal programs to provide information and training to the public and professionals on energy efficiency and renewable energy. Publicize on education websites [short term]

One possible outline for the GHGAP for the Lake County (Government Operations and Community) follows below; the actual outline and structure will be defined with the County.

- 1) Plan summary suitable for general distribution to the public and County staff.
- 2) Overview and analysis of the government and community GHG inventory to assess major sources of emissions.
- 3) Target date for achieving emissions reductions. This section will also include interim target dates for strategies and actions described in the body of the plan.
- 4) Strategies for reducing major sources of emissions organized by subject (energy, green building, transportation, land use and planning, water resources, waste reduction and recycling, and green purchasing). The ranking of strategies and actions will emphasize the reduction of Scope 1 (Direct) and Scope 2 (Indirect) emissions. The strategies will also address adaptation.
- 5) Actions to achieve strategies for GHG emission reductions and adaptation with time frames for implementation. The actions, both direct and indirect, will be organized by subject – energy, land

DEVELOPMENT OF AN ENERGY EFFICIENCY AND CONSERVATION STRATEGY

JULY 22, 2009

use and planning, water resources, waste reduction and recycling, green purchasing and transportation, for example, and will have assigned time frames for completion. As an example, time frame categories could include:

- Short term, 1 to 3 yrs;
  - Medium term, 3 to 8 yrs;
  - Long term, 8+ years.
- 6) Monitoring performance is key to ensuring the timely achievement of goals and actions. This section will include mechanisms for tracking progress on each of the direct actions identified in the previous sections and ensuring that the actions are tied to the reduction goal.

Once the initial draft is complete, we will present the draft GHGAPs to the County for review and comment. Upon receipt of comment and input, the Project Team will finalize the plan in the desired format (paper, electronic or both).

**Task 1 Deliverables:**

Cadmus has stipulated within each of the items addressed the associated deliverables. The Project Team will approve the format for the deliverables in advance. Draft copies of the deliverables will be provided to the Project Team in advance and revisions requested by the project Team or DOE will be the responsibility of the Team. Deliverables for this task include but are not limited to:

- 1) Energy use and GHG emissions inventory, baseline and targets for the County Government and Community.
- 2) Action plan to reduce energy use and GHG emissions from County Government with extensions to the broader community.
- 3) Training to ensure that County staff can update the emissions inventory, track progress and generate reports on implementation of the action plans.

These deliverables will be assembled to meet Lake County's format requirements as specified in the RFP.

**Task 2 – Strategies, Implementation and Evaluation Frameworks, and Reporting of Results**

(Scope Sections 1, 3, 5, 6, and 10)

The overall purpose of the activities outlined in Task 2 is to develop and document the Energy Efficiency Conservation Strategy that meets the requirements of the BECBG formula grant program. We understand that the County views the BECS as the fundamental start of a broader sustainability strategy

**Step 1: Assemble and prioritize energy efficiency and conservation programmatic opportunities eligible for funding through the BECBG program**

So that we can develop a robust and comprehensive BECS that addresses County priorities and strategic goals, the Cadmus Team will rely on several important sources of information specific to the development of the Lake County BECS:

- 1) The analysis of existing programs and goals
- 2) Input from county officials, and select stakeholders or partners identified by the County
- 3) Results of the energy and emissions assessment

The Cadmus Team will organize the information by the key focus areas, will discuss it with Lake County staff, and provide it to the Project Team in the form of drafts. Having recently completed similar efforts with other cities, we will facilitate the development of overall goals and objectives by these focus areas, bringing to the process our extensive technical background in economics, project finance, sustainability, planning, energy efficiency and greenhouse gas emissions quantification to thoroughly assess and analyze the potential benefits gained from each of the activities, as well as the feasibility of achieving the goals and objectives.

DEVELOPMENT OF AN ENERGY EFFICIENCY AND CONSERVATION STRATEGY

JULY 22, 2009

The GHGAPs developed in Task 1, above will provide a base list of possible energy efficiency and conservation opportunities that can be incorporated into the EECS. From this list, the Project Team, bringing to the process our extensive technical background in economics, project finance, sustainability, planning, energy efficiency and greenhouse gas emissions quantification, will thoroughly assess and analyze the potential benefits gained from each of the activities, as well as the feasibility of achieving the goals and objectives.

The criteria used for the assessment will be aligned with the short-term outcomes identified by the Department of Energy. At a minimum, our high level analysis of each activity identified will consider:

- Energy savings
- Job creation/retention
- Renewable energy capacity and generation
- Emission reductions in tons CO2 equivalent
- Sustainability of funds and activities beyond the term of the grant period
- Opportunity for strategic partnerships
- Opportunity to leverage existing programs and new sources of funding

The outcome of the analysis will be provided in tabular form and will contain a prioritized list of recommended actions to be included in the overall EECS. The actions in the table will be grouped by the focus areas, along with targets in some instances, and similar to the GHGAPs, will be categorized as either direct actions or capacity building actions.

Ultimately, the County's strategy will likely have a mix of direct actions and capacity building actions directed at overcoming barriers to implementation of direct actions. The Project Team proposes to present its table/strategy to County Staff during a face-to-face meeting for discussion and achievement of consensus.

Step 2: Recommend tools for tracking and reporting of metrics as required by the EECBG (Scope Section 8 and 9)

To support DOE's requirements for on-going measurement of the initiatives implemented with the grant money, the Project Team will set up a monitoring and measurement framework to capture the data and quantitative measures for each of the project activities selected by the County. Lake County will be required to report to DOE on a quarterly basis performance on the following six metrics for all project types:

- 1) Jobs created and/or retained
- 2) Energy savings on a per dollar invested basis
- 3) Renewable energy capacity installed
- 4) Greenhouse gas emissions reduced
- 5) Funds leveraged
- 6) Progress toward completion

Additional metrics as identified during goal and strategy development, which will vary by project type, will also be included in the framework. These will include appropriate measures for short, medium and long term monitoring.

Once the metrics are identified, the Project Team will first work with the County to identify existing systems that can be used to track EECBG funding and measure other key metrics. Leveraging existing tools and systems will be critical to developing a monitoring system that is manageable to document progress over time. As an example, the County may consider using EPA Portfolio Manager where relevant. This tool can then be expanded to include measures associated with energy savings per dollar invested and jobs created.

DEVELOPMENT OF AN ENERGY EFFICIENCY AND CONSERVATION STRATEGY

JULY 22, 2009

Step 3: Identify other potential funding sources that might be leveraged to increase resources available to fund the selected programs.

(Scope Sections 7 and 11)

Working with County staff, our Project Team will conduct research to identify potential funding opportunities that might be leveraged with the EECBG funds. Our team will prepare a summary memo that documents the funding resources available to fund the selected programs.

Task 2 Deliverables:

Deliverables for this task include but are not limited to:

1. The set of strategies and prioritized project options to meet the identified metrics.
2. Implementation framework, including recommendations for policies and schedules to meet targets.
3. Evaluation framework including identified metrics.
4. Recommended tools to track and report the metrics required by the EECBG and those developed as part of the evaluation framework.

Task 3 –Development of a Comprehensive Plan

(Scope Sections 3, 7, and 9)

Step 1: Prepare Energy Efficiency Conservation Strategy Document that meets all requirements for submission through the EECBG formula grant program.

The Project Team will coordinate with the County to consolidate the prioritized and most cost effective initiatives resulting from the tasks listed above for incorporation into the final EECS strategy document. The DOE requires the EECS to be documented and submitted on a form known as "Attachment D" in the grant application package. This is a form that consists of six open ended questions that are used to describe the EECS and cover a summary of goals and objectives, an implementation plan for the use of funds, cooperation of adjacent units of local government, coordination within the state, long-term sustainability of benefits, and auditing and monitoring procedures. The Project Team will use the information and documentation developed throughout the project scope to complete the Attachment D in the EECBG package. As necessary, we will conduct research and reach out to neighboring jurisdictions to accurately and completely address all of the questions in Attachment D. DOE would like the EECS to be completed in the space provided in Attachment D, but understands that applicants might need additional space and this is acceptable. In addition, the Project Team will also complete a separate B1 attachment for each activity described in the EECS.

Step 2: Prepare, Present and Document Final Strategy Documents

As described throughout the approach, the Project Team will document its process and deliverables for submission and/or presentation to County Staff. The Project Team will prepare the final documents in a digital and hard copy format for submittal to the County.

Task 3 Deliverables:

Deliverables for this task include:

- 1) Comprehensive EECS
- 2) Completed EECBG application
- 3) Presentation material as requested
- 4) Research documents, meeting minutes and all other documentation created throughout the process to maximize benefits for local and regional communities.

**DEVELOPMENT OF AN ENERGY EFFICIENCY AND CONSERVATION STRATEGY**

**JULY 22, 2009**

**B. EXCEPTIONS**

We take no exceptions to the requirements of this solicitation.

## EXHIBIT B: GRANT REQUIREMENTS

DE-EE0000786/000  
Attachment 1

### STATEMENT OF PROJECT OBJECTIVES

Lake County, Florida  
Development of Energy Efficiency and Conservation Strategy

#### A. PROJECT OBJECTIVES

An Energy Efficiency Conservation Strategy (EECS) will be developed to guide the expenditure of the Energy Efficiency Conservation Block Grant allocation.

#### B. PROJECT SCOPE

The scope for this award is the development of the EECS and all supporting documentation necessary for the proposed strategy and activities.

#### C. TASKS TO BE PERFORMED

##### Task 1.0 Energy Efficiency Conservation Strategy Development

An EECS will be developed that includes one or more eligible activities as delineated in Funding Opportunity Announcement (FOA) DE-FOA-0000013. The EECS shall be a comprehensive strategy that covers, at a minimum, all items detailed in Attachment D of the FOA.

##### Milestone:

Within 120 days of Award, an EECS will be delivered to DOE including all required supporting documents as follows:

- An EECBG Activity Worksheet for each proposed activity.
- The proposed budget for each activity (on form SF424A) with sufficient justification to support each budget item, i.e. (You must justify the costs proposed in each Object Class Category/Cost Classification category (e.g., identify key persons and personnel categories and the estimated costs for each person or category; provide a list of equipment and cost of each item; identify proposed subaward/consultant work and cost of each subaward/consultant; describe purpose of proposed travel, number of travelers, and number of travel days; list general categories of supplies and amount for each category; and provide any other information you wish to support your budget).
- One NEPA form that includes all proposed activities in activity categories 1-3, 6, 7A, 7B, 7C, 7E, 7F, 8-10, and 12, and
- One NEPA form for EACH proposed activity in activity categories 4, 5, 7D, 11, 13, and 14.
  - During the 120 days, DOE will contact you with additional instructions on submitting your National Environmental Policy Act (NEPA) form and compliance with respect to each proposed activity.

Applicant's Name: County of Lake, FL Award Number: DE-EE000716/000

**Budget Information – Non Construction Programs**

CASE Approval No: 0348-0044

Section A - Budget Summary					
Grant Program Function or Activity (K)	Catalog of Federal Domestic Assistance Number (B)	Estimated Unobligated Funds		New or Revised Budget	
		Federal (C)	Non-Federal (E)	Federal (d)	Non-Federal (f)
				Total (g)	
1. Develop EECS	81.128			\$200,000	\$200,000
2.					
3.					
4.					
5. Totals				\$200,000	\$200,000
Section B - Budget Categories					
Grant Program, Function or Activity					
6. Object Class Categories	(1) Develop EECS	(2)	(3)	(4)	Total (5)
a. Personnel					
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other	\$200,000				\$200,000
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. Totals (sum of 6i and 6j)	\$200,000				\$200,000
7. Program Income					

SR-424A (Rev. 4-92)  
Prescribed by OMB Circular A-102

REVISED EDITION 1/2000

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NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT			
1. Award No. DE-EE0000786	2. Modification No.	3. Effective Date 07/27/2009	4. CFDA No. 81.128
5. Awarded To LAKE, COUNTY OF Attn: BARNETT SCHWARTZMAN PO BOX 7800 TAVARES FL 327787800	6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401		7. Period of Performance 07/27/2009 through 07/26/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009		10. Purchase Request or Funding Document No. 09EE002660
11. Remittance Address LAKE, COUNTY OF Attn: BARNETT SCHWARTZMAN PO BOX 7800 TAVARES FL 327787800	12. Total Amount Govt. Share: \$2,907,500.00 Cost Share : \$0.00 Total : \$2,907,500.00		13. Funds Obligated This action: \$200,000.00 Total : \$200,000.00
14. Principal Investigator Dottie Keedy Phone: 352-343-9899	15. Program Manager Patricia Saito Phone: 303-275-4945	16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	
17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data EECBG			
21. Research Title and/or Description of Project RECOVERY ACT: DEVELOPMENT OF ENERGY EFFICIENCY AND CONSERVATION STRATEGY			
For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer <i>Andrea K. Lucero</i>	
23. Name and Title	24. Date Signed	26. Name of Officer Andrea K. Lucero	27. Date Signed 07/24/2009

NOT SPECIFIED /OTHER

NOT SPECIFIED /OTHER

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000796	2	3

NAME OF OFFEROR OR CONTRACTOR  
LAKE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 079214136</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 07/27/2009 through 07/26/2012.</p> <p>DOE Award Administrator: Diana Martinez E-mail: diana.martinez@go.doe.gov Phone: 303-275-4939</p> <p>DOE Project Officer: Patricia Saito E-mail: Patricia.Saito@go.doe.gov Phone: 303-275-4823</p> <p>Recipient Business Officer: Dottie Keedy E-mail: dkeedy@lakecountyfl.gov Phone: 352-343-5899</p> <p>Recipient Principal Investigator: Dottie Keedy E-mail: dkeedy@lakecountyfl.gov Phone: 352-343-5899</p> <p>ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393</p> <p>Continued ...</p>				

July 2004

NOT SPECIFIED /OTHER

NOT SPECIFIED /OTHER

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000766	3	3

NAME OF OFFEROR OR CONTRACTOR  
LAKE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831 Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

July 2004

NOT SPECIFIED /OTHER

DOE F 4000.2  
(5/05)  
All Other Editions Are Obsolete

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

DE-EE000786  
Attachment 2

1. Identification Number: DE-EE000786.000		2. Program/Project Title: Recovery Act: Development of Energy Efficiency and Conservation Strategy																					
3. Recipient: County of Lake, FL																							
4. Reporting Requirements:	Frequency	No. of Copies	Addressee																				
<b>A. MANAGEMENT REPORTING</b> <input type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report																							
<b>B. SCIENTIFIC/TECHNICAL REPORTING</b> (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at <a href="http://www.o.sti.gov/etlink">www.o.sti.gov/etlink</a> .)																							
<table border="0"> <tr> <td>Report/Product</td> <td>Form</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other (see special instructions)</td> <td>DOE F 241.3</td> <td></td> <td></td> </tr> </table> * Scientific and technical conferences only				Report/Product	Form			<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3			<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3			<input type="checkbox"/> Software/Manual	DOE F 241.4			<input type="checkbox"/> Other (see special instructions)	DOE F 241.3		
Report/Product	Form																						
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<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3																						
<input type="checkbox"/> Software/Manual	DOE F 241.4																						
<input type="checkbox"/> Other (see special instructions)	DOE F 241.3																						
<b>C. FINANCIAL REPORTING</b> <input checked="" type="checkbox"/> SF-425, Financial Status Report																							
<b>D. CLOSE OUT REPORTING</b> <input type="checkbox"/> Patent Certification <input type="checkbox"/> Property Certification <input type="checkbox"/> Other																							
<b>E. OTHER REPORTING</b> <input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory of Federally Owned Property, if any <input checked="" type="checkbox"/> Other																							
	A		EECBG@go.doe.gov																				
	Q		EECBG@go.doe.gov																				
	A		See Special Instructions Below																				
<b>FREQUENCY CODES AND DUE DATES:</b> A - Within 5 calendar days after events or as specified. F - Final; 90 calendar days after expiration or termination of the award. Y - Yearly; 90 days after the end of the reporting period. S - Semiannually; within 30 days after end of reporting period. Q - Quarterly; within 30 days after end of the reporting period.																							
<b>5. Special Instructions:</b> <b>Special Status Report:</b> Within 120 days of the award date shown in Block 27 of the Agreement Cover Page. The Recipient must submit the following requirements for DOE's review. Upon receipt of these requirements, DOE will review the submissions and finalize negotiations with the Recipient. <ul style="list-style-type: none"> <li>- Energy Efficiency Conservation Strategy (EECS).</li> <li>- Project Activity Sheets that correspond with the EECS.</li> <li>- Budget</li> <li>- Budget Justification</li> <li>- NEPA forms, if applicable.</li> </ul> <b>Other Reporting: AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING:</b> See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: <a href="http://www.federalreporting.gov">http://www.federalreporting.gov</a> . The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively beginning with an estimated October 10, 2009 reporting deadline.																							

## Federal Assistance Reporting Instructions (5/06)

### A. MANAGEMENT REPORTING

#### Progress Report

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

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

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

**Special Status Report**

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

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

**B. SCIENTIFIC/TECHNICAL REPORTS**

**Final Scientific/Technical Report**

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

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

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

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

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

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

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

#### **Conference Papers/Proceedings**

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

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

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

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

### **Software/Manual**

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

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

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

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

### **C. FINANCIAL REPORTING**

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

### **D. CLOSEOUT REPORTS**

#### **Final Invention and Patent Report**

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

#### **Property Certification**

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm)

### **E. OTHER REPORTING**

#### **Annual Indirect Cost Proposal and Reconciliation**

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

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

#### **Annual Inventory of Federally Owned Property**

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

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

## SPECIAL TERMS AND CONDITIONS

### 1. RESOLUTION OF CONFLICTING CONDITIONS

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

### 2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement Cover Page, plus the following:

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

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)

- c. Program regulations, if applicable.
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- e. Application/proposal as approved by DOE.
- f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

### 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

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

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

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not

feasible, advance payments must be as close to actual disbursements as administratively feasible.

- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

#### **5. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION**

This award is funded on an incremental basis. The maximum obligation of DOE is limited to the amount shown on Agreement Cover Page. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.

#### **6. CEILING ON ADMINISTRATIVE COSTS**

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

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

- a. Local government and Indian Tribe Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B), for the establishment of revolving loan funds.
- b. Local government and Indian Tribe Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

## **8. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS COSTS**

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and/or fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.
- b. If actual allowable indirect and/or fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

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

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

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

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

## **11. SITE VISITS**

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

## 12. REPORTING REQUIREMENTS

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

## 13. PUBLICATIONS

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

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

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

#### **14. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

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

#### **15. LOBBYING RESTRICTIONS**

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

#### **16. STAGED DISBURSEMENT**

- a. The total funding allocation for this award, shown in Block 12 of the Agreement Cover Page, is anticipated to be obligated according to a staged disbursement schedule because the Recipient is required to submit an Energy Efficiency Conservation Strategy (EECS) and other application requirements for DOE review and approval. All funds must be obligated/committed within 18 months of the effective date of the award and expended within 36 months of the effective date of the award.
1. The initial disbursement of funds, shown in Block 13 of the Agreement Cover Page, is obligated on the award for the Recipient to develop the EECS and approved activities.
2. Within 120 days of the award date shown in Block 27 of the Agreement Cover Page, The Recipient must submit the following requirements for DOE's review. Upon receipt of these requirements, DOE will review the submissions and finalize negotiations with the Recipient.
  - Energy Efficiency Conservation Strategy (EECS).
  - Project Activity Sheets that correspond with the EECS.
  - Budget
  - Budget Justification
  - NEPA forms, if applicable.
3. After the parties complete negotiations of all final special terms and conditions for this award, the Contracting Officer will modify this award and obligate 50% of the total remaining funding (total allocation minus the amount obligated for this award) for payment of costs incurred by the Recipient, in accordance with the payment provisions contained in the Special Terms and Conditions. The Recipient may then receive payment for allowable costs incurred or recognize costs incurred toward cost share requirements, as applicable, in accordance with the payment provisions.

4. Project performance will be monitored and corrective action taken, as necessary, to ensure acceptable performance under the award. The balance of funding will be obligated after one or more progress reviews in which the Recipient must demonstrate that it has made satisfactory progress on their activities, obligated funds appropriately, complied with reporting requirements, and created jobs. After each progress review where DOE determines the Recipient has satisfied the requirements, the Contracting Officer will approve modifications of the award and obligate the remaining 50% of the residual allocation amount in appropriate increments.
- b. The funds currently obligated on the award are shown in Block 13 of the Agreement Cover Page and show the availability of funds to the Recipient for payment of costs incurred by the Recipient. No additional funds will be disbursed to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient, until the requirements are met for each stage of the EECS process.
- c. Failure by the Recipient to provide an Energy Efficiency Conservation Strategy (EECS) within 120 of the award date shown in Block 27 of the Agreement Cover Page to the Contracting Officer will be deemed a Noncompliance pursuant to 10 CFR 600.24. Failure by the Recipient to demonstrate acceptable performance under the award will also be deemed as a Noncompliance. If a noncompliance with the award occurs, the Contracting Officer may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Recipient shall not be reimbursed for costs incurred at the Recipient's risk, as described in paragraph b. above.

#### **17. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. This restriction does not preclude you from developing, establishing, planning, or an Energy Efficiency & Conservation Strategy (EECS).

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

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

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

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or

Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

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

### Preamble

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

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

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

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

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

### Definitions

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

Covered Funds must be reimbursed by September 30, 2015.

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

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

#### Special Provisions

##### A. Flow Down Requirement

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

##### B. Segregation of Costs

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

##### C. Prohibition on Use of Funds

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

##### D. Access to Records

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

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

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

#### E. Publication

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

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

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

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

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

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

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

representatives information that the employee believes is evidence of:

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

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

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

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

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

#### G. Reserved

#### H. False Claims Act

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

gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

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

J. Availability of Funds

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

K. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

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

To Be Determined

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

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

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

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

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

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the

recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

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

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

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

**Foreign and Domestic Items Cost Comparison**

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

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

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Be Determined

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

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

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

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

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

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have

requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

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

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

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

**Foreign and Domestic Items Cost Comparison**

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

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

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

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

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

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

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

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

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

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

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

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

## **26. DAVIS BACON ACT REQUIREMENTS**

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

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

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

Davis-Bacon Act

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

(1) Means--

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

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

(A) Located in the United States; and

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

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

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

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

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

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division

for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

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

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

\*Note: Upon submission and approval of the EECBG activities, the appropriate wage rate determination will be incorporated in the award.

#### Rates of Wages

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

#### Payrolls and Basic Records

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. 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 paragraph (d) of the article entitled Davis-Bacon Act, 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.

(b)(1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the --

Superintendent of Documents  
U.S. Government Printing Office  
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) 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 award and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award 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 the Regulations, 29 CFR Part 3; and

(iii) 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 award.

(3) 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 subparagraph (b)(2) of this article.

(4) The falsification of any of the certifications in this article 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.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. 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.

#### Withholding of Funds

The Contracting Officer shall, upon his or her 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 award or any other Federal award with the same Prime Contractor, or any other federally assisted award 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 award. 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, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, 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.

#### Apprentices and Trainees

##### (a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed--

(i) 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 and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) 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.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable 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.

(4) 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 journeyman hourly rate specified in the applicable wage determination.

(5) 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.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

(b) Trainees.

(1) 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, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) 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 in 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 in 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 OATELS shall be paid not less than the applicable wage rate in 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 in the wage determination for the work actually performed.

(3) In the event OATELS 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.

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

#### Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

#### Subcontracts (Labor Standards)

(a) Definition. "Construction, alteration or repair," as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the "site of the work" definition).

(b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations

and repairs within the United States the articles entitled--

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the article is included in this award);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination -- Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).

(d)(1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

#### Contract Termination -- Debarment

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards),

Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

#### Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

#### Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### Certification of Eligibility

(a) By entering into this award, 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 awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

#### Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

**TAB C**

Consent  
 Departmental

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

**DATE: August 07, 2009**

**TO: Cindy Hall, County Manager**

**THRU:**

**BY: Booth, Niki, County Manager**

**SUBJECT: Proposed Reorganization**

**DISTRICTS:**

**MEETING DATE: July 28, 2009**

Item Type: Other

Other:

**RECOMMENDATION/REQUIRED ACTION:**

Approve proposed organizational structure.

**BACKGROUND SUMMARY:**

With the departure of a Department Director due to the Voluntary Early Out Program (VEOP), and in order to streamline County government, I am recommending a reorganization of County departments. The reorganization accomplishes four priorities:

1. Align activities whose common goal is to enhance the quality of life for Lake County citizens and visitors. The resulting synergy among the talented individuals in the new Department of Public Resources will offer a creative and proactive approach to integrate and enhance like services.
2. Reduce the number of departments.
3. Provide greater financial oversight to contracted public services.
4. Place services, formerly in the Department of Community Services, such as Probation and various medical programs, in existing departments with similar areas of expertise.

Attached are the proposed changes to departments as well as a revised organizational chart. The proposal creates a new department which will be dedicated to the provision of quality of life and leisure services to the public. It is structured so that there will be a natural synergy among activities that can work cooperatively to accomplish exciting events and programs. Sports, recreation, environmental opportunities, children's events, and educational programs related to these activities and others can be mutually supportive.

The number of total departments has been reduced by two (2). Information Outreach, years ago a function of Information Technology, has merged with IT in order to offer a more unified approach to our technology capabilities. As mentioned above, Tourism and Business Relations has merged into the larger Department of Public Resources to support a more global approach to leisure services.

Public transportation and housing programs are handled through contracts with other providers, and are supported by State and Federal grant programs with complex tracking requirements. These functions have been placed under the expanded program of Budget and Contract Services to offer a keen oversight to the financial requirements.

Finally, the remainder of the diverse activities that have previously been housed in Community Services have been parceled out to departments with similar activities and which have expressed an interest in assuming these greater responsibilities.

Fiscal Impact:

Budget:

Account No.:

Affected parties notified of meeting:	
Advertised: Date:    Paper:	
Attachments (List): Proposed Reorganization	
<b>STAFF APPROVAL:</b>	<b>DATE:</b>
Director: Wendy Taylor	2009-07-17 14:41:05
County Manager: Booth, Niki	2009-07-21 08:19:18
County Attorney: Sandy Minkoff	2009-07-20 13:40:30
Budget Office: Krueger, Douglas	2009-07-20 08:27:38
<b>ACTION TAKEN BY BOARD:</b>	
Action: DISAPPROVED	Continued/Deferred Until:
Other: Postponed to 8.11 meeting	Special Instructions:
From: Administrative Support	By:

## Proposed Reorganization for 2009/10

### New Department

#### Department of Public Resources

- Agricultural Extension
- Library Services
- Parks and Public Lands (consolidation)
- Tourism and Business Relations consolidation
- Volunteer Services

### Restructured Departments

#### Information Technology

- Information Outreach consolidation

#### Conservation and Compliance

- Probation and Public Safety Coordinating Council transferred from Community Services

#### Growth Management

- CDBG transferred from Community Services

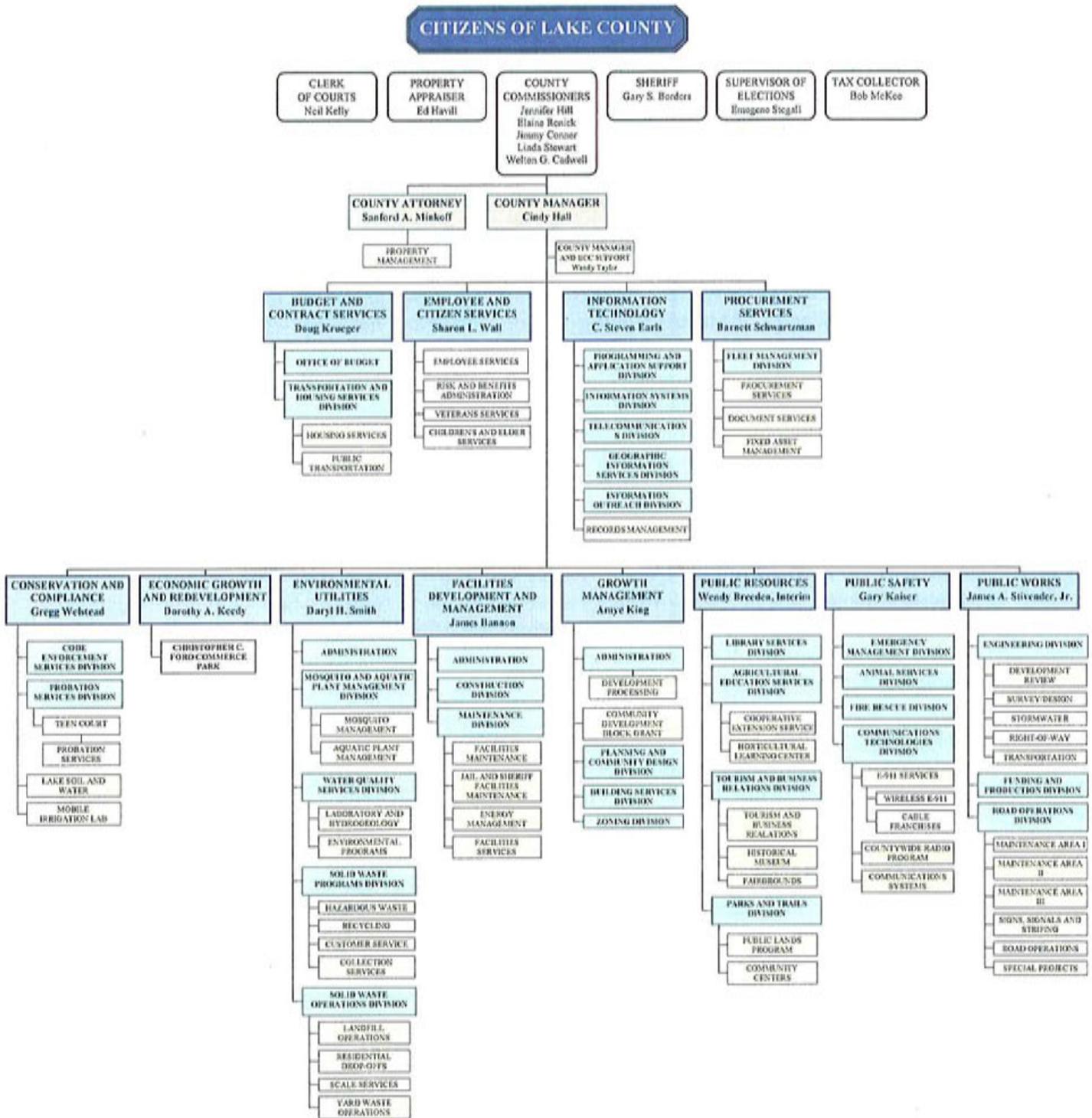
#### Employee and Citizen Services

- Children's and Elder Affairs transferred from Community Services
- Veteran's Services transferred from Community Services
- Community Health Worker program transferred from Community Services
- Indigent burials, Medical Assistance and special grants transferred from Community Services

#### Budget and Contract Services

- Transportation and Housing Services (SHIP and Section 8) transferred from Community Services

# ORGANIZATIONAL CHART OF LAKE COUNTY GOVERNMENT Fiscal Year 2009-10



- Legend:**
- Department
  - Division
  - Section
  - Program

# Department of Public Safety

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# Department of Public Safety

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Administration	\$74,715	\$54,379	(\$20,336)	(27.0%)
Animal Services	\$1,821,225	\$1,689,849	(\$131,376)	(7.21%)
Communications Technologies	\$17,412,241	\$5,232,963	(\$12,179,278)	(70.0%) *
Emergency Management	\$450,115	\$418,356	(\$31,759)	(7.0%)
Federal/State Grants (EOC Construction)	\$0.00	\$1,176,815	\$1,176,815	100%
Fire Rescue	\$25,002,049	\$22,729,673	(\$2,272,376)	(9%)

\* See note on Communications Technologies Finance sheet...

# Animal Services Division

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Animal Services Total Expenditures	\$1,821,225	\$1,689,849	(\$131,376)	(7.21%)

# Animal Services Division

- Dispatch Officer position became vacant in FY 2008-09, was frozen, then eliminated in the FY 2009-10 budget
- Animal Control Officer position became vacant in FY 2008-09, was frozen, then eliminated in the FY 2009-10 budget
- Over the past 3 Years, Animal Services has assumed the response call load for 7 cities.
  - Over the same time period, shelter hours for public use were increased by 15 hours per week and telephone “call-taker” service by 16.5 hours per week.
- The Shelter is experiencing unprecedented calls for service and “drop offs” relating to the surrender of unwanted animals due to the state of economy.

# Impacts

- Shelter Operations will suspend its 12 outside adoption programs --approximately 200-300 adopted annually
- Suspension of outside adoption programs will increase euthanasia
- Pet Friendly Shelter Program will be reduced from 8 shelters to 6 shelters
- Free rabies-vaccination program will be reduced from 5 to 2 clinics per year [average vaccinations per clinic = 360]
- Field Operations response times to non-emergency calls will be lengthened from 1-2 days to 3-5 days from the date of the complaint

# What will be accomplished

- Shelter Operations will continue the in-house Adoption Program with veterinary services
- Web pets posting on the County web site and PetFinders.com
- Continue to provide care for all impounded animals
  - FY 07/08 actual = 17,439 impounded animals
  - FY 08/09 annualized rate = 19,993 or 14.6% increase
- Field Operations will provide same-day service for priority calls
  - FY 07/08 Actual = 21,695 calls received [dispatch]
  - FY 08/09 annualized rate = 29,997 or 38% increase

# Communications Technologies Division

	FY 2008-09	FY 2009-10	Dollar Change	Percent Change *
Communications Technologies	\$17,412,241	\$5,232,963	(\$12,179,278)	(70.0%)

**NOTE:** \* Combined ongoing Operating Funds decreased by 17 %, Countywide Radio (-23.5%), E911 (-5.2%), Cable Franchise (-63.8%). The remaining decrease is attributed to the completion of the significant Capital Improvement Project [Countywide Radio Program – 21003].

# Communications Technologies

- Communications Systems Director position was eliminated. Budget funds and responsibilities were distributed to meet State Statute requirements and services
- Process Improvement analysis and reorganization relocated the Addressing Database Coordinator position to GIS

# Impacts

- Existing workload redistributed from 7 staff members to 5 staff members creates challenges when work volumes fluctuate to a high level.
- There are no budgetary funds for unanticipated repairs or equipment damage such as weather related incidents.

# What will be accomplished

- Grant funded programs: E911 Regional Routing, Public Safety Interoperable Regional Network, Orlando Urban Area Security, Possible new 2009 COPS Grant award
- Projects already funded/granted and anticipated for completion in FY09-10 such as Countywide Radio System Warranty/Support, E911 Next Generation equipment, E911 Network, PSIC Regional Network, and UASI Security and Sustainment are on track
- Opportunity exists to offset current fixed landline costs with microwave technology
- Potential to generate revenue from commercial vendors leasing space on new radio system towers
- Use of E911 funds to offset County and City budgets for call-takers' salaries

# Emergency Management Division

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
General	\$450,115	\$418,356	(\$31,759)	(7.0%)
Federal/State Grants (EOC Construction)	\$0.00	\$1,176,815	\$1,176,815	100%

# Emergency Management Division

- Revising disaster plans to reflect decrease in capabilities of County agencies and community partners to provide services in disaster situations.
- Aggressively pursuing extensions to retain Emergency Operations Center construction grants.

# Impacts

- A waiver must be obtained from the Florida Division of Emergency Management to reduce the Division's general fund allocation.
- Suspending planned purchase of satellite phones intended as back up communications with the State Emergency Operations Center and the Federal Emergency Management Agency during major incidents where landline/cellular phone are down.
- Will return federal grant to purchase Mass Notification System since local funding match is not probable.
- Bulk distribution of public education materials will be limited to public presentations.

# What will be accomplished

- Retain local funding match for federal grant to provide citizens NOAA Weather Radios.
- Will continue to provide public presentations.
- Maintain partnership with Sheriff's Office, Lake-Sumter EMS and Villages District Public Safety for providing Unified Incident Command training for agencies across Lake County, a requirement of the National Incident Management System.
- Continuing monthly contact with persons with special needs to maintain registry of 1,451 individuals and to increase client list.
- Review of 78 Healthcare Facility Emergency Management Plans.
- Providing Special Event Incident Action Plan development support to County agencies and municipalities.

# Fire Rescue Division

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Fire Rescue	\$25,002,049	\$22,729,673	(\$2,272,376)	(9 %)

# Fire Rescue Division

- During FY 2008-09 two additional fire stations were opened: Fire Station No. 54 in the Harbor Hills area [Lady Lake] and Fire Station No. 90 in the east Clermont area on SR 50.
- Both Station No. 54 and Station No. 90 were staffed by reassigning and utilizing existing FR personnel.

# Fire Rescue Division

- Budgetary constraints and BCC direction resulted in significant operational changes to reduce FR spending and maintain a “no growth” focus.

Fiscal actions included:

- Overtime reduction saved more than \$1.1 million
- Suspension of Fire Apparatus Replacement Program [FY 2009-10]
- Suspension of Fire Station Upgrade/Refurb Schedule [FY 2009-10]
- Senior command staff have been equipped and directed to respond as First Responders when they are the closest unit available.

# Fire Rescue Division

- FY 2008-09 the County received a 5-year \$1.3 million SAFER grant for 12 additional firefighters, pending BCC approval.
  - ❑ FY 2009-10: Firefighters will be used as backfill personnel to further reduce overtime and to provide initial backup when needed until permanent reassignment to the new Paisley and South Clermont Fire Stations.
- Application packet submitted to FEMA for a \$3.9 million grant to build three new shovel-ready fire stations for improving/expanding service levels:
  - ❑ Paisley Service Area – substandard response time of 14+ minutes
  - ❑ Astatula Service Area – substandard response time of 11+ minutes
  - ❑ Altoona Service Area – replacement of existing dysfunctional facility

# Impacts

- ❑ Six stations dropped to minimum staffing of two personnel. Impacts firefighter safety and significantly limits, delays, and/or eliminates interior fire attack based on industry safety standard of “2 in/2 out” rule. Daily staffing reductions may potentially impact the Insurance Services Office [ISO] rating – dependent upon next ISO review.
- ❑ Filling daily “essential duty” paramedic vacancies to maintain advanced life support [ALS] services can be critical to public safety and a patient’s chance for survival; and maintains statutory compliance with ALS vehicle permitting.

# Impacts - continued

- ❑ Suspending overtime backfill for supervisory field positions conflicts with the County Internal Auditor's recommendation to maintain effective management and supervision.
- ❑ Other Impacts of Overtime Reductions
  - 90-day Mentoring/Recruit Training will be reduced to 60 days.
  - Quarterly officer training, development meetings, and workshops were eliminated. Face-to-face opportunities have been replaced by e-mail and/or hand delivery methods.
  - Meetings and workshops on duty days for shift supervisors are less effective due to costly time/travel over three consecutive shift days to deliver the same message.

# Impacts - continued

- Suspension of Apparatus Replacement Schedules
  - Apparatus Life Cycles
    - Service Life Cycle
    - Technological Life Cycle
    - Economic Life Cycle
  - Higher maintenance costs and a compressed replacement schedule may attribute to a higher number of apparatus coming due for replacement at the same time or over a shorter time frame. This prevents spreading the costs over more years.

# Impacts - continued

- Suspension of Facility Upgrade and Refurbishment Schedules
  - FY 2009-10 funding is limited with regards to carrying out major repairs or refurbishments needed for functionality, air quality, and sanitation at various facilities. Repairs include, but are not limited to:
    - Professional engineering services needed for existing repair/replacement of fire station driveways and/or parking lots presenting hazards or damage by erosion
    - Septic tank replacements
    - Roof replacements

# What will be accomplished

- Response time improvements will be experienced by those communities served by new Fire Station No. 54 [Harbor Hills] and Fire Station No. 90 [east Clermont area].
- Response to 9-1-1 calls for service with a Standards of Cover goal for the first-due unit to arrive at 80% of emergency calls within 6.5 minutes or less from the time the unit is dispatched.
- Ongoing fleet repair and preventive maintenance
- Continue collaborative efforts to promote, update, and provide mutual and automatic aid with neighboring agencies; continue involvement with State Emergency Response Team as resource agency.
- Provide professional training and related record keeping utilizing the new TargetSafety web based software.

# What will be accomplished - continued

- Provide walk-in services at fire stations for blood pressure checks, SHARPS exchange, and scheduled station tours.
- Continue Juvenile Firesetters Intervention Program for at-risk youth. Requests for fire prevention, public education talks, equipment demos, or smoke alarm installs will be scheduled and handled by on-duty crews, when available.
- Funding requests for new fire stations in Paisley, Astatula and Altoona has been submitted under the American Recovery and Reinvestment Act of 2009, with notification anticipated October 2009.

# Employee and Citizen Services

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# Employee and Citizen Services

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Employee and Citizen Services	\$1,092,258	\$784,837	(\$307,421)	(28%)
Veterans Services	\$245,781	\$186,435	(\$59,346)	(24%)
Children and Elders	\$189,416	\$222,800	\$33,384	17.6%
Social Services	\$4,584,239	\$4,760,704	\$176,465	3.8%
Special Disbursements	\$1,058,750	\$1,046,750	(\$12,000)	(1.1%)
<b>Total</b>	<b>\$7,170,444</b>	<b>\$7,001,526</b>	<b>(\$168,918)</b>	<b>(2.3%)</b>

# Positions Eliminated

- Office Associate IV – Employee Services
- Veterans Services Specialist
- Elder Affairs Manager
- Citizens Support Services Director

# Program Impacts

## Programs Eliminated

- Employee Wellness Program (\$5,000)
- Tax Hardship Program (\$65,132)
- Benchmarking Program (\$1,000)
- Citizens Academy (\$4,000)

## Programs Reduced

- Employee Recognition Program (\$9,700)
- LifeStream Contract for mental health & substance abuse (\$48,420)
- Health Department Contract (\$19,934)

# Programs Sustained

- Children's Services Grants
- Elder Affairs Programs
- Human Services Grants
- Prescription Drug Program
- We Care Support
- Community Health Worker Program
- Indigent Cremation
- Veterans Services
- Full range of professional human resources and risk management functions
- Safety
- Training & Development
- Process Improvement

# Other Budgetary Impacts

- Medicaid – Statutorily required programs
  - Hospital increased by \$104,695 (6%)
  - Nursing home payments increased by \$51,113 (11%)
  - Health Care Responsibility Act increased by \$63,000 (25%)
  - Inmate medical reduced by \$200,000
  
- Employee Group Benefits Fund
  - Employer contribution decreased to \$8,200
  - Reserves remain favorable
  
- Property & Liability Fund
  - Reserves remain favorable
  - Departmental contributions subsidized by 50%

# Children's Services Updates

- Children's Services Council  
Recommendations for FY 2010  
(see handout)



Lake County Children's Services 2009-2010 CSC Recommendations



	Agency Name	Amount Requested	# Served	Recommend	Program Narrative
1	Advocating for Kids, Inc.- Lake County GAL Recruiter	\$ 8,000.00	100	\$ 8,000.00	Increase the number of volunteer advocates representing children who have been abused and neglected in Lake County. Increasing demands for volunteer advocates is evidenced by the number of children being assigned by the court due to maltreatment from a caretaker and removed from his/her home. The recruiter is tasked with increasing the number of certified volunteers while raising awareness of child abuse issues through a variety of media outlets.
2	Boys & Girls Club of Lake & Sumter, Project Learn	\$ 25,000.00	300	\$ 20,000.00	Project Learn has been a crucial and significantly effective project for more than eight years. This after school program seeks to provide comprehensive educational and support services to increase the academic skills and performance of disadvantaged learners. The goal is both to increase the capacity of project participants to perform better in school and on academic tests, and to install a self-directed interest in the joy of learning.
3	City of Minneola, Kid's Fit for the Future	\$ 14,800.00	56	\$ 4,000.00	Summer campers will be taught the importance of a healthy lifestyle through proper nutrition and physical activity by a children's fitness specialist. There will be four 1/2 hour sessions where they will be taught reading of food labels, nutritional values, healthy portion and the importance of cleanliness and safety when preparing foods, healthy versions of their favorite snacks. They will be taught the beginning phases of yoga.
4	Early Learning Coalition of Lake County, Big Blue Bus	\$ 25,000.00	1,500	\$ 10,000.00	The primary mission is to ensure that every child is ready to learn by kindergarten. The Big Blue Bus is a mobile resource bus, providing resources training and services to providers, family and children that are at-risk to participate in early education training. Two of the objectives of early learning programs are to serve as preventative measures for children at risk of future school failure and to enhance children's chances of academic success as they enter and progress through school.
5	Easter Seals Florida, Inc., Easter Seals Camp Challenge	\$ 15,000.00	30	\$ 10,000.00	An outline of the activities available at camp include many enriching opportunities such as: learning activities of daily living (i.e. tying their shoes, personal care and feeding themselves), learning to swim, climb a ropes course or build a pinecone birdfeeder. Arts and crafts, drama, theater and other cultural activities are vital for many of our campers, as this is how they express themselves.
6	Haven of Lake & Sumter Counties, SAVE (Safe Alternatives for Violence Exposed Kids) Kids	\$ 25,000.00	250	\$ 20,000.00	This program provides a safe environment and effective interventions for children exposed to Domestic Violence (DV). Problem areas caused by exposure to family violence are identified through professional interviewing and assessment, as they enter emergency shelter with their mothers, and continues on an outreach basis as part of their post shelter transition. All Haven services are provided free of charge, and Children's Services provides counseling, advocacy, and/or referrals for children through 17 years of age, who are victims of, or witness to domestic and/or sexual abuse.

Agency Name		Amount Requested	# Served	Recommend	Program Narrative
7	Lake County Health Department, Lake Children's Dentistry School Sealant Expansion Program	\$ 25,000.00	333	\$ 20,000.00	This is an expansion of two existing programs: The School Dental Sealant & Early Childhood Dental Prevention. Dental services, oral examinations, dental prophylaxis, fluoride treatment oral hygiene instruction and tooth sealants will be provided to 2nd graders.
8	Lake Sumter Children's Advocacy Center, Forensic Interview Program	\$ 25,000.00	360	\$ 25,000.00	Forensic Interviews are requested by Law Enforcement or the Department of Children and Families when there has been an incident of child physical and/or sexual abuse or when there are indicators that abuse has occurred. Counselors, who have been specifically trained to talk to children, interview the child to gather the information about the abuse incidents that will be necessary for arrest and conviction of the alleged perpetrator. Approximately 300 children received Forensic Interviews this past fiscal year.
9	Lake Sumter Community College CROP (College Reach Out Program) Program	\$ 7,500.00	65	\$ 7,500.00	An early intervention program that serve minority populations that are under-represented in higher education. This program assist at-risk youth enhance their awareness and desire to pursue postsecondary education, with priorities of academic success, reduction of school dropout and positive life choices.
10	LifeStream Behavioral Center Child Care Choice Services	\$ 25,000.00	3,000	\$ 25,000.00	Subsidized Child Care Program that assist each family by determining their eligibility for services, and providing resource and referral information so a parent can choose services that are most appropriate for their child. The early care and educational services, which include subsidized childcare, monitor each child's full development and provides training opportunities for parents, families and child care workers. (State and federal match \$17.85 for every \$1 received from county.)
		\$ 195,300.00	5,994	\$ 149,500.00	

\$149,500.00 ÷ 5,994 = \$24.95 per child average

# Public Works

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# Public Works

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Gas Tax Fund	\$14,513,028	\$14,281,987	(\$231,041)	(1.6%)
Road Impact Fee Funds	\$47,207,905*	\$16,691,609	(\$30,516,296)	(64.6%)
MSTU Stormwater & MSTU Roads Funds	\$10,589,200*	\$3,381,198	(\$7,208,002)	(68.1%)
Renewal Sales Tax Fund	\$5,048,400	\$6,408,109	\$1,359,709	26.9%
Federal/State Funds (LAP & ARRA)	\$2,721,000	\$7,227,081	\$4,506,081	165.6%

\*FY 2008-09 includes a carry forward balance of \$38,595,905 in Road Impact Fee funds and \$7,189,645 in MSTU funds. These reduce in FY 2009-10 to \$13,971,740 for Road Impact Fees and \$1,257,928 for MSTU carry forward balances.

# Public Works

- Six Positions became vacant in FY 2007-08, were frozen, then eliminated in the FY 2008-09 budget:

Road Operations Division (3):

Equipment Operator III

Maintenance Operator – 2 positions

Engineering Division (2):

Engineer II

Senior Transportation Planner

Funding & Production Division (1):

Office Associate III

- Thirteen Positions became vacant in FY 2008-09 and were eliminated in the FY 2009-10 budget:

Road Operations Division (4):

Striping Technician

Maintenance Operator

Equipment Operator I

Senior Contracting Officer

Engineering Division (6):

Engineer III

Right-of-Way Agent I

Engineer IV

Stormwater GIS Analyst

Senior CAD Technician

Traffic Data Technician

Funding & Production Division (3):

Office Associate III – 2 positions

Construction Inspector

# Impacts

- Reduced revenue will mean less capital projects
- Scheduled tasks and services provided by the department will be potentially prolonged due to lower staff levels (19 positions lost over past 2 years)
- Less contracted work will be performed which includes roadside mowing and drain pipe cleaning, DST (road double surface treatment), and base repairs on asphalt roads
- A revenue decline is not new for Public Works but has been occurring for several years. The department will continue to monitor revenue and adjust as needed

# What will be accomplished

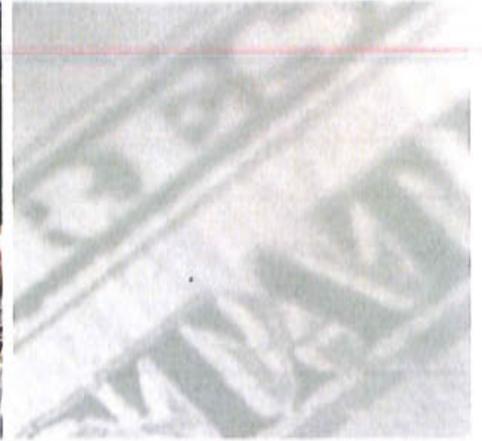
- The Five-Year Transportation Construction program is supported by less revenue but will be followed and amended as needed
- Fiscal analysis of the revenue and adjustment of expenditures as necessary
- Building, retrofitting and maintaining quality infrastructure
- Maintenance of 1,350 road miles while staff retains a three day contact response

What will be accomplished cont.

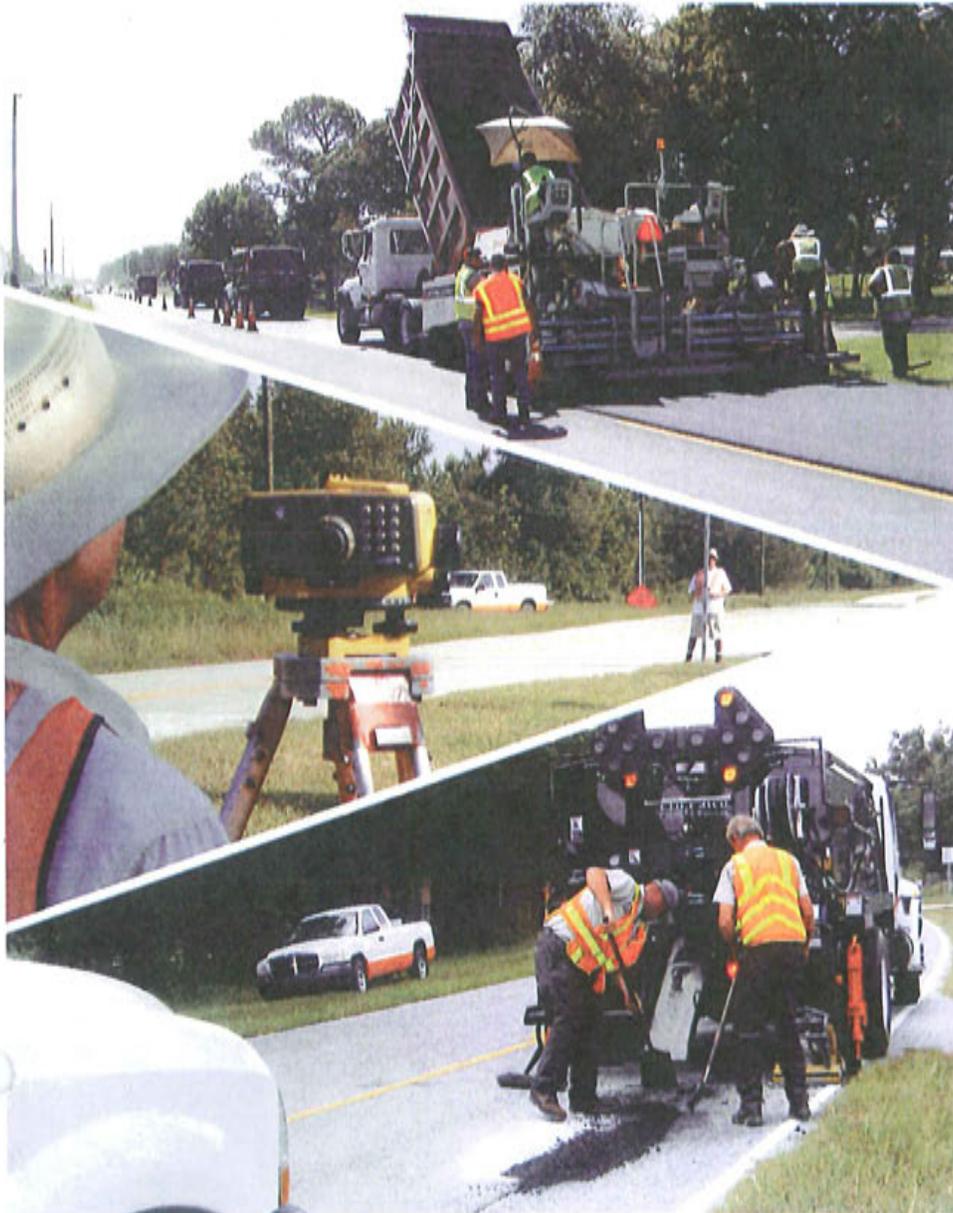
- Management of the MSTU Stormwater program
  - a) administer the floodplain program to comply with FEMA requirements and continue the 15% insurance discount to unincorporated residents
  - b) administer the NPDES program to comply with permit and FDEP requirements
  - c) administer the TMDL program and participate in the Basin Working Groups as identified by FDEP for impaired water bodies
  - d) maintain the Lake Mack flood buyout properties (10 acres), Hollondel and Dead River stormwater ponds (25 acres), and the Getford Road drainage pond (9 acres)

What will be accomplished cont.

- Completion of 10 ARRA (American Recovery and Reinvestment Act) projects for \$7.227 million and 3 LAP projects for \$2.6 million
- Traffic signal maintenance to be held at standard level due to contractual responsibilities with cities and FDOT
- Emphasis on resurfacing roads



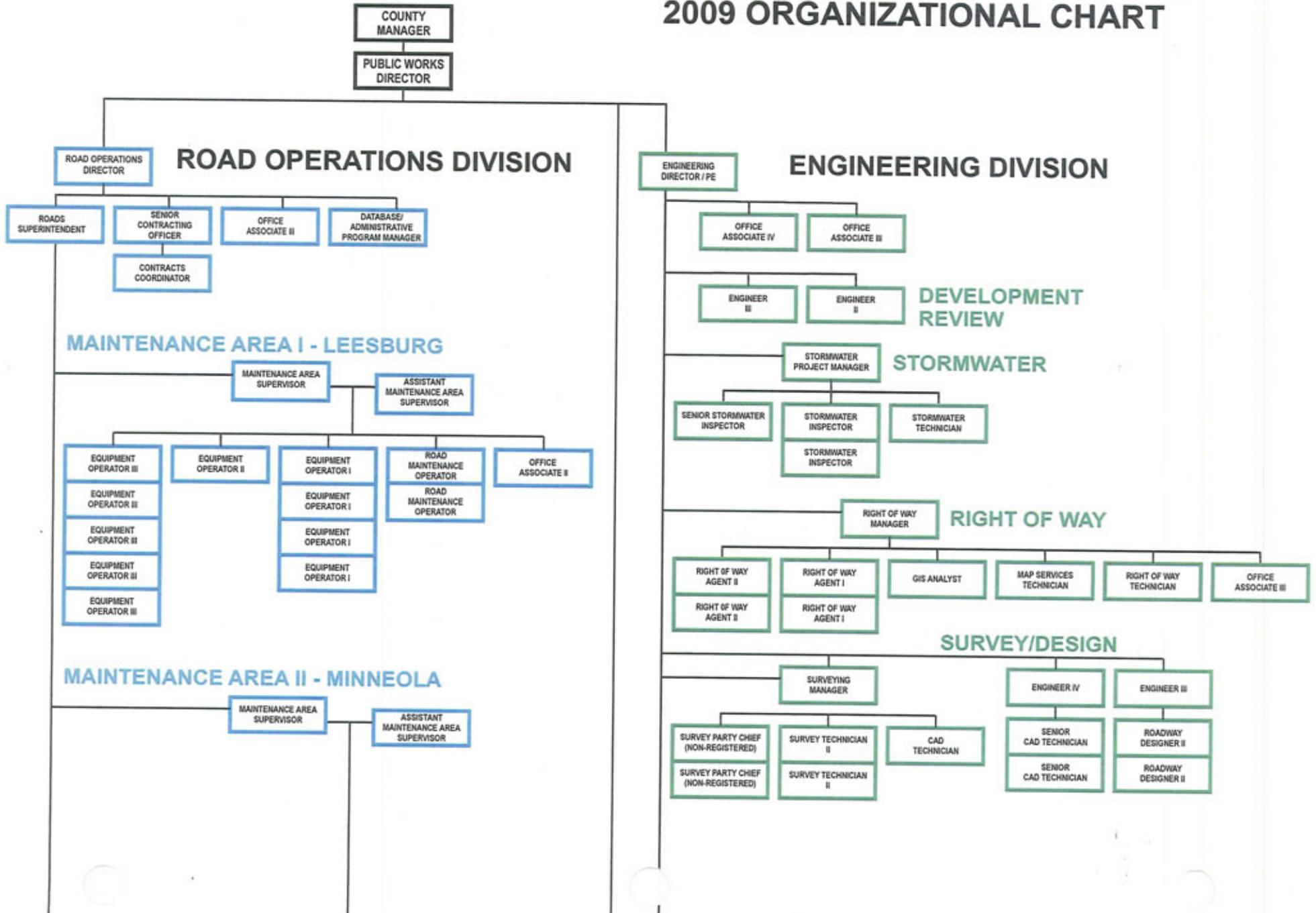
# LAKE COUNTY PUBLIC WORKS BUDGET FISCAL YEAR 2010

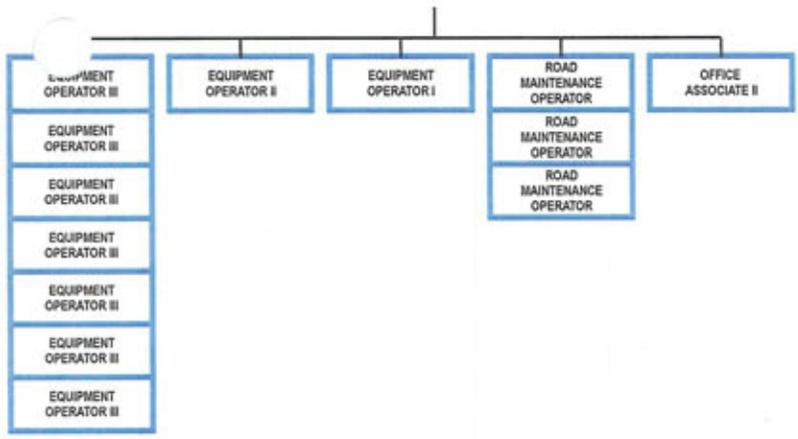


## Public Works Budget Information

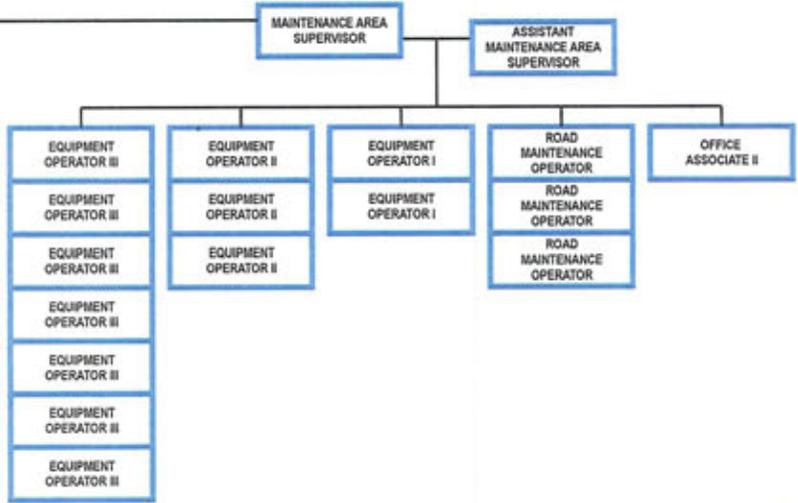
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Federal/State Grants    Fund 1300 .....	14

# DEPARTMENT OF PUBLIC WORKS 2009 ORGANIZATIONAL CHART

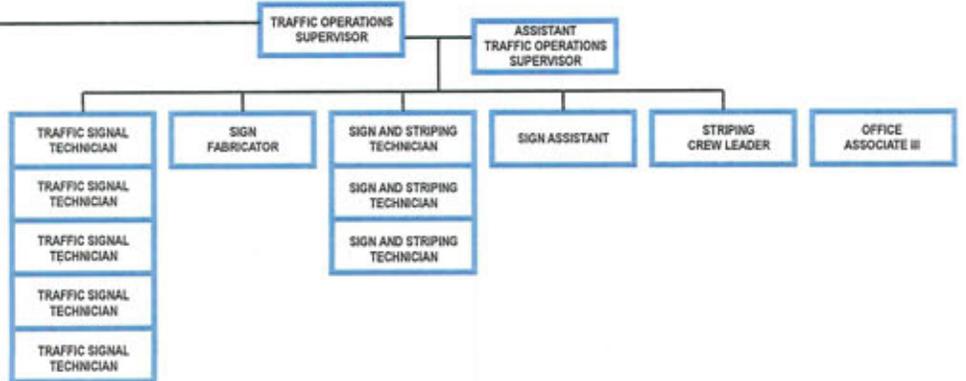




**MAINTENANCE AREA III - UMATILLA**

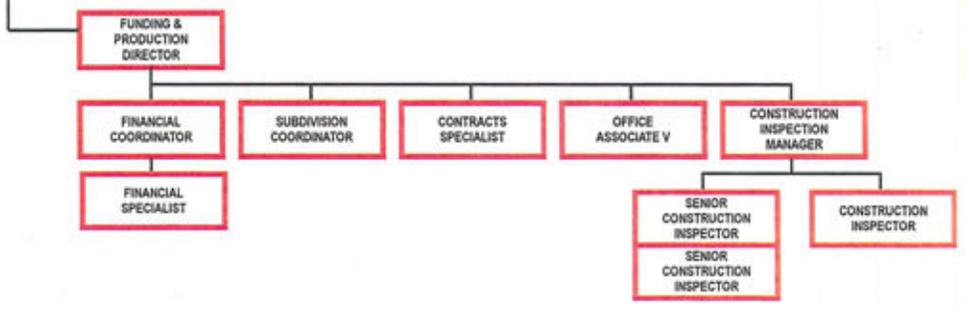


**SIGNS, SIGNALS & STRIPING**

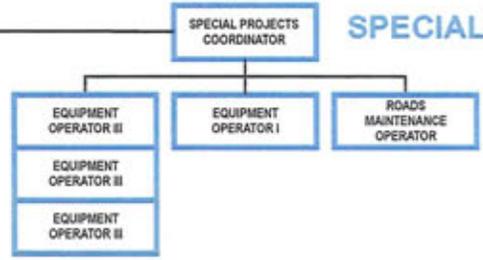


**TRANSPORTATION**

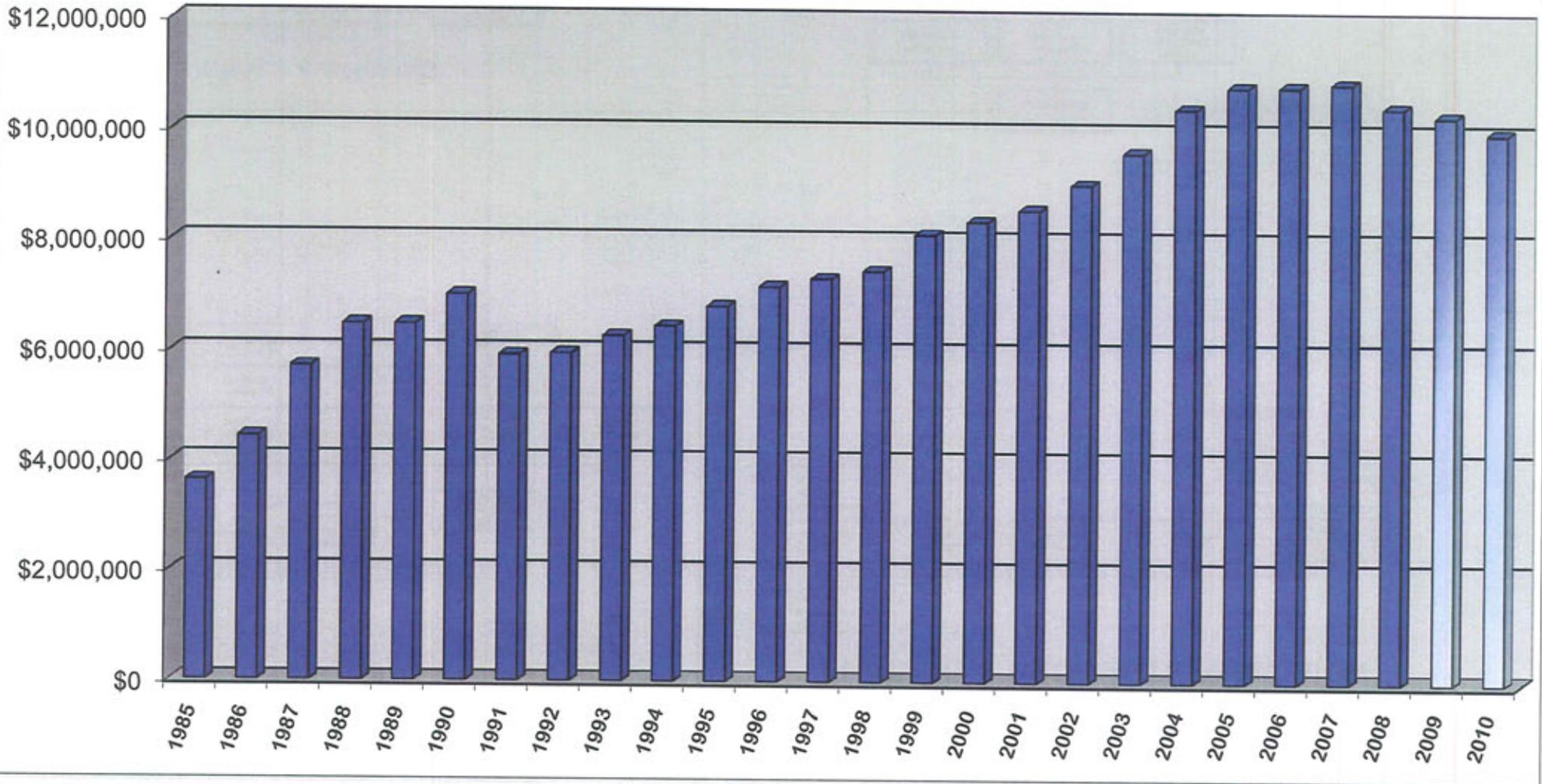
**FUNDING & PRODUCTION DIVISION**



**SPECIAL PROJECTS**



# LAKE COUNTY GAS TAX REVENUE



**COUNTY TRANSPORTATION TRUST (GAS TAX)**

**FUND 1120**

**FY 2010**

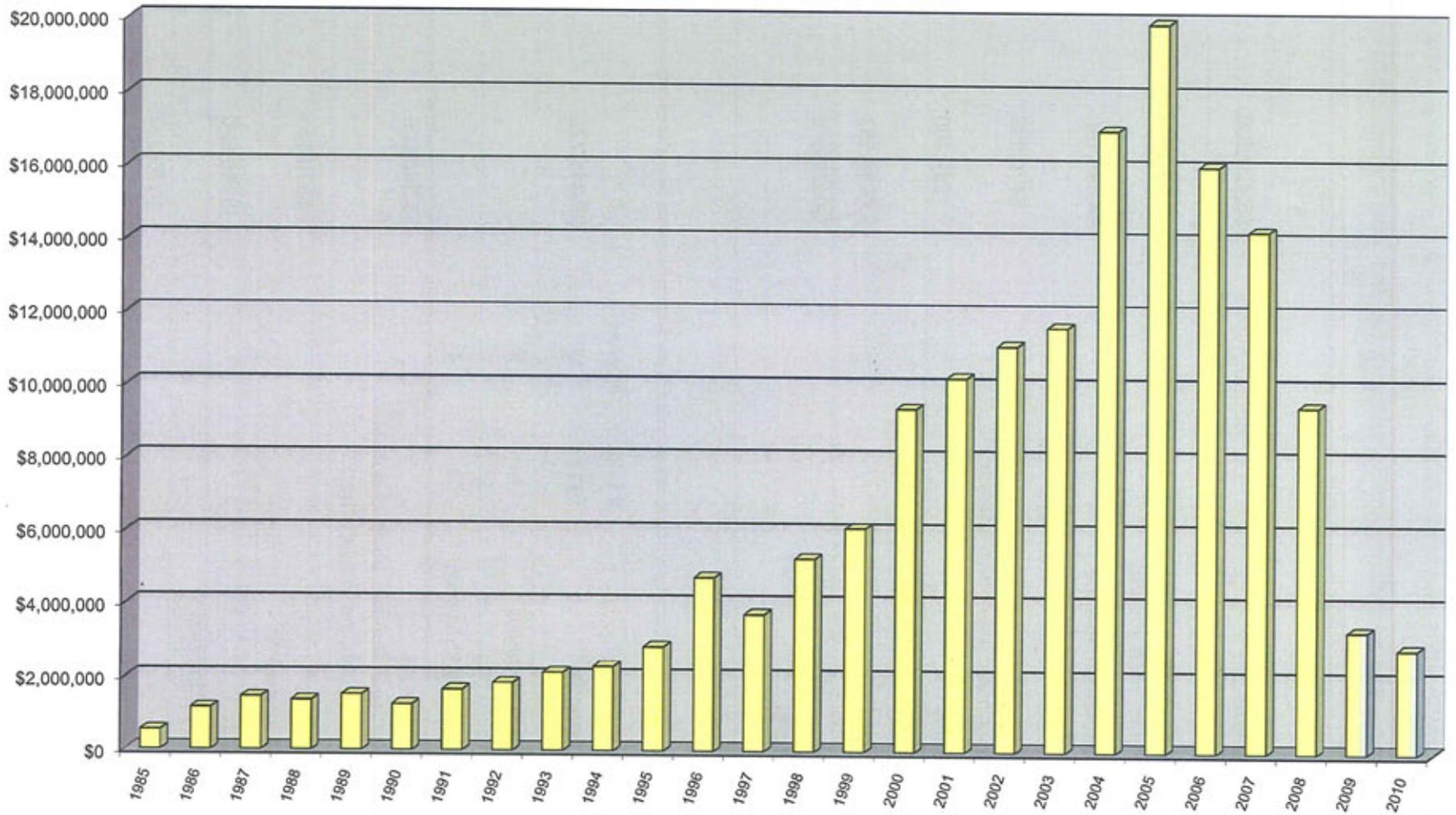
**REVENUE**

Total Gas Taxes	\$6,420,000	
(7 of 10 pennies)		
Special Assessment	\$52,000	
(principal & interest)		
Intergovernmental Revenue	\$4,385,150	
(3 of 10 pennies)		
Charges for Services	\$470,938	
(Signal maint., subdivision reviews)		
Miscellaneous	\$89,200	
(Interest, surplus equipment sales)		
Carry Forward	\$3,435,563	
Less 5%	<u>(\$570,864)</u>	
<b>Revenue Total</b>		<b>\$14,281,987</b>

**EXPENDITURE**

	# Empl	# Losses	
Salaries & Benefits	113	18	\$5,846,721
3 Divisions:			
Road Operations	74	7	
Engineering	28	7	
Funding & Production	11	4	
Operating Expenses			\$5,346,000
(Road repair & maint., equipment R&M, road materials, motor fuel, leases)			
Capital Outlay			\$510,565
(DST 3 roads)			
Grants & Aids			\$750,620
(9th cent to cities)			
Transfers			\$570,864
(Admin costs)			
Reserve			<u>\$1,257,217</u>
<b>Expenditure Total</b>			<b>\$14,281,987</b>

### LAKE COUNTY ROAD IMPACT FEE REVENUE



Annual Incr/Decr -33.7% -64.7% -14.2%

ROAD IMPACT FEES

FUNDS 1151 - 1156

FY 2010

**BENEFIT DISTRICT 1, FUND 1151 (ASTOR, PAISLEY)**

**REVENUE**

New Revenue	\$36,000	
Interest	\$10,000	
Carry Forward Balance	\$1,860,000	
Less 5%	<u>(\$2,300)</u>	
<b>Revenue Total</b>		<b>\$1,903,700</b>

**EXPENDITURE**

Infrastructure, Roads	<u>Principal Project</u>	<b>\$1,903,700</b>
	CR42/SR19 CST	

**BENEFIT DISTRICT 2, FUND 1152 (ASTATULA, EUSTIS, MT. DORA, TAVARES & UMATILLA)**

**REVENUE**

New Revenue	\$537,000	
Interest	\$170,000	
Final Payback from Sales Tax	\$376,219	
Carry Forward Balance	\$8,330,354	
Less 5%	<u>(\$35,350)</u>	
<b>Revenue Total</b>		<b>\$9,378,223</b>

**EXPENDITURE**

Infrastructure, Roads	<u>Principal Projects</u>	<b>\$9,378,223</b>
	CR437/Wolf Branch CST	
	Old 441 (Alfred St) DSN & ROW	
	Old 441/CR46 CST	

ROAD IMPACT FEES cont.

FUNDS 1151 - 1156

FY 2010

**BENEFIT DISTRICT 3, FUND 1153 (LEESBURG, LADY LAKE, FRUITLAND PARK)**

**REVENUE**

New Revenue	\$477,000	
Interest	\$75,000	
Carry Forward Balance	\$8,066,000	
Less 5%	<u>(\$27,600)</u>	
<b>Revenue Total</b>		<b>\$8,590,400</b>

**EXPENDITURE**

Infrastructure, Roads	<u>Principal Projects</u>	<b>\$8,590,400</b>
	CR466A ROW	
	Radio Rd ROW	

**BENEFIT DISTRICT 4, FUND 1154 (HOWEY, OKAHUMPKA)**

**REVENUE**

New Revenue	\$115,000	
Interest	\$23,000	
Carry Forward Balance	\$1,078,184	
Less 5%	<u>(\$6,900)</u>	
<b>Revenue Total</b>		<b>\$1,209,284</b>

**EXPENDITURE**

Infrastructure, Roads	<u>Principal Projects</u>	<b>\$1,209,284</b>
	CR470 ROW	
	CR48 ROW	
	Number Two Rd DSN	
	Revels Rd East DSN	

ROAD IMPACT FEES cont.

FUNDS 1151 - 1156

FY 2010

**BENEFIT DISTRICT 5, FUND 1155 (CLERMONT, MINNEOLA, MONTVERDE)**

**REVENUE**

New Revenue	\$568,000	
Interest	\$35,000	
Carry Forward Balance	\$873,152	
Less 5%	<u>(\$30,150)</u>	
<b>Revenue Total</b>		<b>\$1,446,002</b>

**EXPENDITURE**

Infrastructure, Roads	<u>Principal Projects</u>	<b>\$1,446,002</b>
	N Hancock Rd DSN & ROW	
	Hartwood Marsh Rd ROW	

**BENEFIT DISTRICT 6, FUND 1156 (GROVELAND, MASCOTTE)**

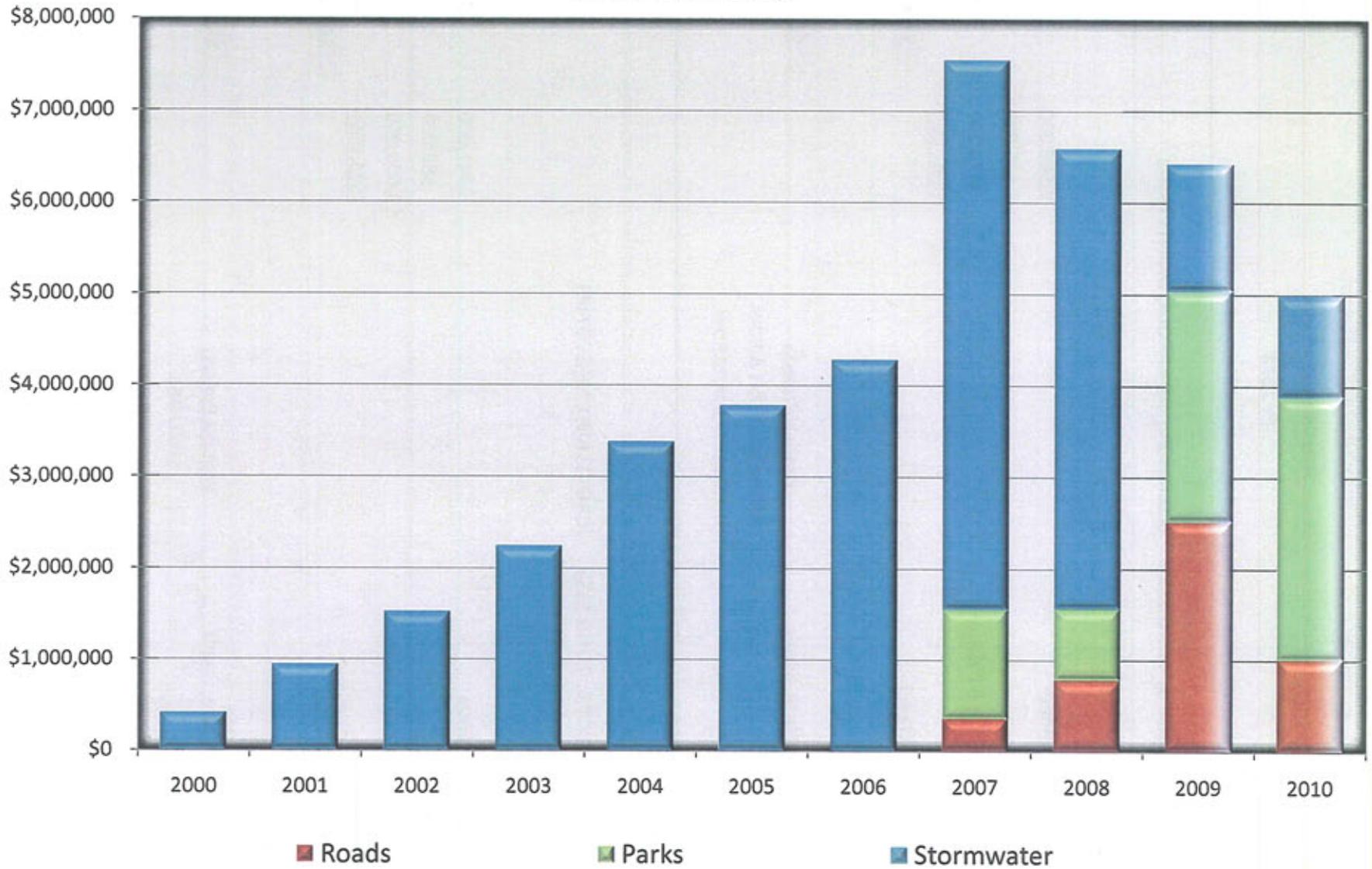
**REVENUE**

New Revenue	\$341,000	
Interest	\$80,000	
Carry Forward Balance	\$3,690,050	
Less 5%	<u>(\$21,050)</u>	
<b>Revenue Total</b>		<b>\$4,090,000</b>

**EXPENDITURE**

Infrastructure, Roads	<u>Principal Projects</u>	<b>\$4,090,000</b>
	SR50 PD&E	
	Sunset Ave & S Sunset Ave CST	

### MSTU Stormwater, Parks and Roads Historical Revenue



MSTU STORMWATER, MSTU ROADS

FUNDS 1230, 1232

FY 2010

**MSTU Stormwater, Fund 1230**

**REVENUE**

Ad-Valorem Taxes	\$1,047,461
Charge for Services	\$7,000
Miscellaneous	\$115,100
Excess Fees & Carry Forward (savings on Hollondel, Dead River and Getford Rd. projects will increase CF)	\$3,059,076

Less 5% (\$58,528)

**Revenue Total** **\$4,170,109**

**EXPENDITURE**

# Empl      # Lost

Salaries & Benefits	5	1	\$312,209
Operating Expenses (NPDES, water atlas, professional services)			\$100,977
Capital Projects (several stormwater retrofits plus add'l CF)			\$3,535,257
Aids to Gov't Agencies			\$10,000
Transfers, Admin Costs			\$93,645
Reserve			<u>\$118,021</u>

**Expenditure Total** **\$4,170,109**

**MSTU Roads, Fund 1232**

**REVENUE**

Ad-Valorem Taxes	\$1,047,461
Miscellaneous	\$17,000
Carry Forward	\$730,109
Less 5%	<u>(\$53,223)</u>

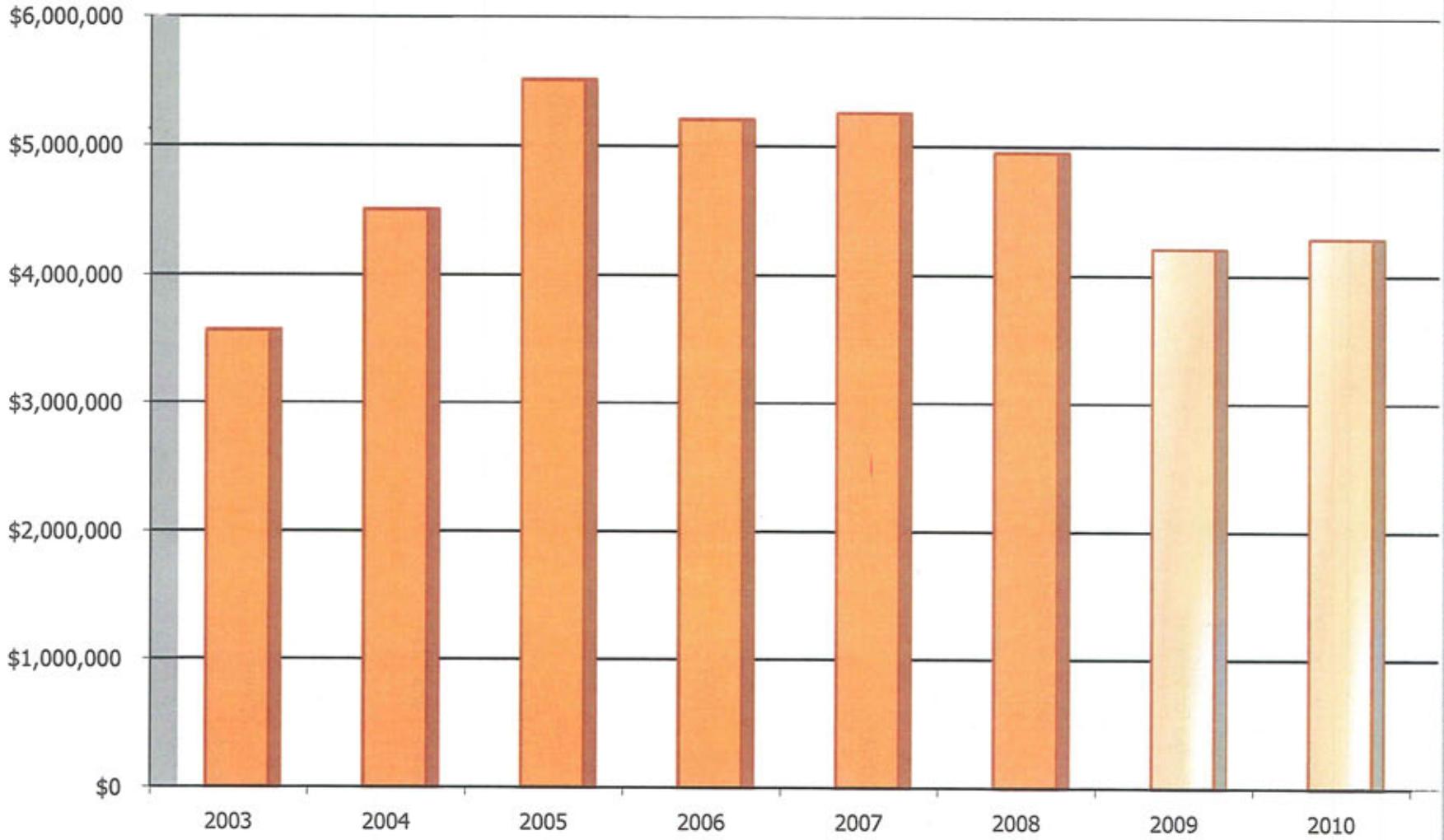
**Revenue Total** **\$1,741,347**

**EXPENDITURE**

Infrastructure, Roads (resurfacing 80%, microsurfacing 20%)	\$1,656,189
Transfers, Admin Costs	<u>\$85,157</u>

**Expenditure Total** **\$1,741,346**

### Renewal Infrastructure Sales Tax for Transportation Lake County, Florida



**RENEWAL INFRASTRUCTURE SALES TAX for TRANSPORTATION**

**FUND 3040**

**FY 2010**

<b>REVENUE</b>	<b>\$4,292,049</b>
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<b>EXPENDITURE</b>		
Sidewalks 10% (Johns Lake Rd.)		\$459,500
Roads 40%		\$1,535,049
Final payback to Impact Fees	\$376,219	
Road Maint. Equipment:		
8 ton Asphalt Double Steel Drum Roller	\$89,091	
10' Batwing Mowers	\$12,720	
Versalift Hi-range Bucket Truck	\$146,190	
Brush Chipper	\$38,891	
(3) 100 hp Tractors	\$95,292	
Sign Retroreflectometer	\$12,000	
Truck Tractor	\$75,174	
Pickup, 3/4 ton	\$26,333	
Dump Truck, 10 wheel, 14 cy	<u>\$85,358</u>	
		\$581,049
Infrastructure, Roads	\$577,781	
Road Resurfacing 50% (resurfacing 80%, microsurfacing 20%)		<u>\$2,297,500</u>
<b>Expenditure Total</b>		<b>\$4,292,049</b>

FEDERAL/STATE GRANTS

FUND 1300

FY 2010

Federal/State Grants

REVENUE

LAP & ARRA Projects		\$7,227,081	
FDOT project		<u>\$2,600,000</u>	
<b>Revenue Total</b>			<b>\$9,827,081</b>

EXPENDITURE

LAP (Local Agency Program) Projects:

CR42 DSN & CST	\$1,349,288		
CR44/CR19A int CST	\$347,000		
Mt. Homer/David Walker int CST	<u>\$260,948</u>		
		\$1,957,236	

ARRA (American Recovery & Reinvestment) Projects:

Lake Griffin Road	\$266,529		
CR455	\$428,214		
CR474	\$2,866,217		
Lakeshore Drive	\$19,030		
CR466A	\$177,437		
CR19A	\$18,837		
CR448	\$264,416		
CR42	\$783,000		
Eagles Nest Road	\$241,165		
Goose Prairie Road	<u>\$205,000</u>		
		\$5,269,845	

FDOT Project:

Lois Drive Bridge replacement		<u>\$2,600,000</u>	
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<b>Expenditure Total</b>			<b>\$9,827,081</b>
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# Procurement Services Department

(INCLUDES PROCUREMENT/FIXED ASSET MANAGEMENT SERVICES (Budget Book Page F-103), AND FLEET MANAGEMENT/DOCUMENT SERVICES FUNCTIONS (Budget Book Page G-9))

# Procurement Services Department

	FY 2008-09	FY 2009-10	Dollar Change	Percent Change
Procurement Services	\$772,662	\$609,354	(\$163,308)	(21.1%)
Fleet Management	\$3,851,653	\$3,489,632	(\$362,081)	(9.4%)
Document Services *	\$392,729	\$379,700	(\$13,029)	(3.3%)

\* The values stated above for Document Services reflect the full operating expense for that operation. The (\$45,671) value shown for Document Services in the budget book reflects the difference between full operating expense and revenue.

## Procurement Services Department

- Senior Contracting Officer position became vacant in FY 2009. Position eliminated for FY 2010.
- Fixed Asset/Surplus Coordinator position eliminated during FY 2009.
- There were no changes in staffing in Document Services or Fleet Management from FY 2009 to FY 2010.

# Impacts

- The loss of one senior contracting officer will reduce capacity for general back-up and emergency situations, and for supplemental tasks such as departmental and vendor training and orientation sessions. We anticipate a minimal adverse impact on normal tasks assuming a budget and process-related reduction in work load.
- The loss of the fixed asset/surplus coordinator position will have some impact on timeliness within the inventory function, reduce some capacity to maximize surplus material sales, and delay the progress of the warehouse facility towards a full warehouse operation.

## What will be accomplished

- Continued responsive support to the full range of the County's contracting requirements.
- Continued automated enhancements to the County's purchasing process.
- Full support to the County fleet to include continued generation of significant savings in the maintenance of the public transportation fleet.
- Revision of the document services function in response to the significantly lowered reprographics volume.

# Economic Growth and Redevelopment (EGR)

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# Economic Growth and Redevelopment

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Economic Growth & Redevelopment Departmental Budget	\$879,828	\$792,340	(\$87,488)	(9.9%)
Economic Growth & Redevelopment Total Operating Budget	\$879,828	\$892,340	\$12,512	1.4%
Christopher C. Ford Commerce Park Maintenance Budget	\$355,840	\$76,523	(\$279,317)	(78.5%)
Christopher C. Ford Commerce Park Total Operating Budget	\$1,134,762	\$982,546	(\$152,216)	(13.4%)

# Economic Growth and Redevelopment

- Reflects staff reduction (Senior Planner position transfer to Growth Management – Zoning).
- Personnel expenses account for \$328,890 of the EGR Departmental Budget.
- Contractual obligations to Metro Orlando EDC, the University of Central Florida Business Incubator, and Lake-Sumter Community College Business Resources Center account for \$437,000 of the EGR Departmental Budget (\$300,000; \$85,000; \$52,000).
- LSCC Business Resources Center funding moved from Tourism & Business Relations to EGR for FY 09/10.

# Economic Growth and Redevelopment

- EGR Total Operating Budget - Adopted FY 08-09 does not reflect \$159,000 re-budget carryover, or budget reductions effective March 2009. Overall operating budget reduction = 3.6% (\$17,250) and incentive funding reduction = 37.1% (\$59,000).
- Christopher C. Ford Commerce Park (CCFCP) Total Operating Budget – Future transfer to the Judicial Center Project accounts for \$500,000 of the CCFCP Total Operating Budget and \$405,423 will remain in reserves.
- Grants and Aids includes \$100,000 designated for the High Value Job Creation (HVJC) Program to assist businesses that create and retain high wage jobs.
- Economic Stabilization Reserve – The FY 09-10 budget includes \$2,000,000 designated for economic development incentives as approved by the BCC.

# Impacts

- Reduction in staff may impact response times in providing information and assistance to the business community and for project inquiries.
- Reduction in operating budget will impact the ability to market the County in a traditional manner (i.e. trade show attendance, printed publications, networking, and sponsorships).
- Reduced ability to sponsor events benefiting the business community.

# What will be accomplished

- Continue working with the Economic Development Advisory Council to develop strategies for the implementation of the Economic Development Strategic Plan.
- Maintain website as main marketing tool.
- Continue to engage the business community through industry visitations as part of EGR's business retention and expansion program.
- Complete the Notice of Proposed Change for the CCFCP Development of Regional Impact (DRI).
- Increase publication of departmental newsletter to once a month.
- Assist in implementation of Energy Efficiency and Conservation Block Grant Strategic Plan.
- Work on redevelopment plans.
- Work with Leesburg Business & Technology Incubator Manager on developing new businesses.

# Budget and Contract Services

Page F-7

# Budget and Contract Services

	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Office of Budget	\$649,413	\$545,567	(\$103,846)	(16.0%)
Housing Services	\$10,790,877	\$4,949,874	(\$5,841,003)	(54.0%)
Public Transportation	\$7,562,105	\$7,061,236	(\$500,869)	(6.6%)

# Office of Budget

- Office Associate position became vacant in FY 2007-08, was frozen, then eliminated in the FY 2008-09 budget
- Senior Budget Analyst position became vacant in FY 2008-09, was frozen, then eliminated in the FY 2009-10 budget

# Office of Budget - Impacts

- Reduced administrative back-up and elimination of assistance to budget analysts in preparing financial spreadsheets, agenda items and Munis data entry
- Spread analytical assignments for departments from four budget analysts to three budget analysts:
  - a) Reduces ability to perform in-depth financial reviews of programs and services
  - b) Significant amount of time spent on maintenance and adjustments to financial data in Munis system, and budget entry and reconciliations associated with the annual budget process

# Office of Budget

## What will be accomplished

- Preparation of annual budget and 5-year capital improvement program
- Fiscal analysis of the current budget
- Adjustments to the current budget
- Management of the fire assessments and MSBU programs
- Coordination of the FEMA application process for federal financial assistance for damages in declared disasters
- Agenda item reviews
- Special requests for information

## Public Transportation - Impacts

- Continue to prioritize trips (medical, nutritional, employment, and educational)
- Lynx Route 204-Express Service from Highway 50 to Downtown Orlando was reduced by 40%
- Possible negative impact on staff's ability to market LakeXpress Service due to increased responsibilities in other areas
- Unable to provide weekend or evening fixed route service

# Public Transportation

## What will be accomplished

- Continue to offer cost effective transportation
- Increase ridership on LakeXpress (Fixed Route) through natural maturation and transferring transportation disadvantaged clients to the system
- Continue Paisley route
- Continue to investigate innovative shelter designs to be funded by local sponsors
- Reduce maintenance costs and modernize fleet by retiring older Paratransit vehicles that have exceeded life expectancy with use of Economic Stimulus funds
- Explore options that will be mutually beneficial to the County and Sunrise ARC by utilizing County maintenance vehicles and Sunrise ARC drivers

## Housing Programs - Impacts

- Six (6) employee positions became vacant; Five (5) vacant positions in SHIP and one (1) vacant position in Section 8
- There are six (6) remaining positions; Four (4) employees in Section 8 and two (2) employees in SHIP

## SHIP - Budget Impacts

- State of Florida eliminated funding for the existing SHIP strategies for FY 2009-10
- The SHIP program has approximately \$2.2 million available from the FY 2008-09 funding cycle
- State of Florida approved \$402,343 for a new strategy, the Florida Homebuyer Opportunity Program (FHOP) for FY 2009-10. Funds to only be used for tax-credit advanced down payment

## SHIP - Accomplishments

- The FY 2008-09 remaining funds (\$2.2 million) will provide assistance to approximately 86 eligible families:
  - \* 57 home purchase down payment assistance
  - \* 20 home owners with rehabilitation
  - \* 9 home owners with replacement
- The FHOP FY 2009-10 funds will assist up to 50 eligible families with home purchase down payment assistance in the amount of \$8,000 as a tax credit advance

## Section 8 Housing Program Accomplishments

- Continued rental assistance for 435 very low income families
- Ensure subsidized units are safe and habitable
- Approximately \$2.8 million is disbursed into Lake County as income for landlords/owners

**Memberships, Grants and Contributions**  
**FY 2009-10**

	Estimated FY 2008-09	Proposed FY 2009-10
<b>Memberships:</b>		
East Central Florida Regional Planning Council	\$ 58,646	\$ 52,684
Florida Association of Counties	26,694	26,694
Lake County League of Cities	822	800
Metropolitan Planning Organization (MPO)	70,620	70,620
myregion.org	30,000	10,000
National Association of Counties	3,803	3,803
<b>Human Service Grants:</b>		
Children Services	\$ 140,900	\$ 149,500
Human Services	44,842	50,000
Lifestream Behavioral Center	968,406	919,986
We Care	75,000	75,000
<b>Contributions and Other:</b>		
Trout Lake Nature Center	\$ 55,000	\$ 55,000
Medical Examiner	757,263	768,353
Fire Assessment - Non-profit/governmental subsidy	630,279	550,000

**Furlough Program**  
**FY 2009-10 Estimated Savings**

	<u>Estimated Savings FY 2009-10</u>
<u>Operating Funds</u>	
General	\$ 720,928
County Transportation Trust	259,597
County Library System	124,286
MSTU - Stormwater	13,139
MSTU - Parks	36,206
Emergency 911	8,158
Resort/Development Tax	15,108
County Fire Rescue	56,963
Community Development Block Grant	7,840
Public Transportation	15,084
Lake County Affordable Housing	4,932
Section 8	10,460
Landfill Enterprise Fund	<u>103,092</u>
Total Operating Funds	\$ 1,375,793
 <u>Internal Service Funds</u>	
Fleet Management	\$ 28,443
Administrative Services	<u>2,647</u>
Total Internal Service Funds	\$ 31,090
 Total All Funds	 <u><u>\$ 1,406,883</u></u>

# M E M O R A N D U M

## ECONOMIC GROWTH & REDEVELOPMENT

315 West Main Street, Room 338  
Tavares, FL 32778-7800



LAKE COUNTY  
FLORIDA

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**To:** Cindy Hall, County Manager  
**From:** Dottie Keedy, Director  
**Date:** July 1, 2009  
**Subject:** Review of Budgetary Impact of County Boards and Committees

---

Per your request, I have reviewed the committees and boards and their purpose currently operating under the auspices of the Lake County Board of County Commissioners (BCC). I have divided the list into those committees and boards and have included estimated costs associated with the committees (see Attachment "A").

Over the years, the BCC has created twenty (20) advisory boards that are still in existence today. Some of the boards are mandated by Florida Statutes, some through contracts with other agencies or jurisdictions and some were created by county code, ordinance or are specified in the County comprehensive plan. Other committees were created by action of the BCC.

As you can see, there is significant cost to the County in working with these advisory organizations. Utilizing the estimates of staff time and an average cost of \$15.00/hour, the approximate annual cost to the County including the staff time, advertising, stipends and printing and postage costs is \$251,076. (This cost does not reflect the cost of staff time from the County Attorney's office.) The actual cost varies considerably depending on the salary of the staff members dedicated to those boards. The payment of stipends appears to have been applied inconsistently with only a few boards' members receiving them.

Following are my initial recommendations on how to reduce the cost to the County while still utilizing citizen advisory boards for certain County activities:

**Maintain those committees mandated by Florida Statutes or voter referendum at the minimum level allowed by law, including:**

Affordable Housing Advisory Committee  
Public Safety Coordinating Council  
Zoning Board  
Sales Surtax Oversight Advisory Committee  
Tourist Development Council  
Board of Adjustment;

**The following Boards are not mandated by Florida Statute but are recommended to be retained:**

Board of Building Examiners (The BCC created a local BBE in 2007 to implement the Florida Building Code regulations concerning the licensing and disciplinary actions for building contractors. Although this is a staff intensive board, staff recommends it be retained to protect the safety and welfare of the residents of Lake County.)

Library Advisory Board (This Board was created by interlocal agreement with the cities in Lake County to create a countywide library system. It has been very successful and it is recommended it be retained.)  
Parks, Recreation and Trails Advisory Committee (This committee was created prior to the development of the County Parks system but it may be beneficial to retain it to promote partnering with the cities on providing recreational facilities and programs in Lake County.)

**Amend the appropriate County contract, ordinance or resolution to dissolve the following boards:**

Historical Museum Advisory Committee  
Elder Affairs Coordinating Council  
Solid Waste Advisory Committee (could be resurrected when negotiations with Covanta resumes);

**The follow boards have minimal costs and their purpose should be further evaluated:**

Women's Hall of Fame (This project requires very little staff time.)  
Arts and Cultural Alliance (this is a newly formed committee of city/county representatives to promote arts and culture in Lake County and is funded partly by State of the Arts license plate revenues.)  
Impact Fee Advisory Committee (This committee's purpose should be re-evaluated when decisions regarding the County's impact fee programs are made.);

**The following councils make recommendations on grants funded by the general fund. Their status should be evaluated in the context of future funding:**

Human Services Grant Advisory Council  
Children's Services Council;

**Other recommendations:**

Combine the Local Planning Agency with the Zoning Board (These boards were divided when the Comp Plan rewrite began. That task has been completed and given the significant reduction in the number of zoning cases, a Planning and Zoning board could also review proposed land development regulations.);

Sunset the Public Land Acquisition Advisory Council when the management plans currently under development are completed (this will fulfill the original purpose of the Council and should be completed within one year); and

Discontinue stipends so as all volunteers are treated equally.

If you have any questions or would like to discuss these recommendations, please let me know.

**Attachment "A"**

**MONTHLY BOARD AND COMMITTEE COSTS**

<b>Committee</b>	<b>Staff Hours</b>	<b>County Attorney Attends Mtg.</b>	<b>Advertising costs in dollars</b>	<b>Printing/Postage in dollars</b>	<b>Stipend (\$) 2007/08 actual</b>	<b>Other</b>	
Affordable Housing Advisory Committee	20	X	2	10		Mandated by FS	Ch. 420
Tourist Development Council	6	X	5	23		Mandated by FS 125.0104	
Public Safety Coordinating Council	10	X	15	10		Mandated by FS	Ord. 2007-56
Sales Surtax Oversight Advisory Committee	2	X	6	5		Referendum-Ordinance	Div. 11 of Art. IV, LCC, Ch. 2
Zoning Board	422	X	244	251	155	Statute	Sec. 13.14, LCLDR
<b>Subtotal Per Month (Average)</b>	<b>460</b>		<b>\$272.00</b>	<b>\$299.00</b>	<b>\$155.00</b>		
Board of Adjustment	120	X	201	139	180	Mandated	Sec. 13.13.03 LCLDR
Historical Museum Advisory Committee	2					Mandated by contract	Div. 9 of Art. IV, LCC, Ch. 2
Library Advisory Board	11		9	67		Mandated by contract	Sec. 12.37 LCC
Parks, Recreation and Trails Advisory Board	7					Mandated – Comp Plan	Ord. 1995-5, 1996-14, 1997-2
Substance Abuse Policy Advisory Board	2		1	4		Mandated by Reso. 1990-60	
<b>Subtotal Per Month (Average)</b>	<b>142</b>		<b>\$211.00</b>	<b>\$210.00</b>	<b>\$180.00</b>		
Arts and Cultural Alliance	30		14	85		Discretionary	Ord. 2007-21
Board of Building Examiners	218	X	18	30	270	Discretionary	Ch. 6, Art. II, LCC
Children’s Services Council	100		1	160		Discretionary	Div. 8 of Art. IV, LCC Ch. 2
Elder Affairs Coordinating Council	10			9		Discretionary	Div. 12 of Art. IV, Ch. 2
Human Services Grant Advisory Council	1		1	2		Discretionary	Reso. 1997-45
Impact Fee Committee	5	X	1	1		Discretionary	Sec. 22-6 LCC
Local Planning Agency	200	X	65	244	\$663.00	Discretionary	Sec. 13.14, LCLDR
Public Land Acquisition Advisory Council	16	X	40	40		Discretionary	Div. 13 of Art. IV, LCC, Ch. 2
Solid Waste Advisory Committee	9	X	16	20		Discretionary	Div. 15 of Art. IV, LCC, Ch. 2
Women’s Hall of Fame	1		30	6		Discretionary	LC Policy LCC-32
<b>Subtotal Per Month (Average)</b>	<b>590</b>		<b>\$186.00</b>	<b>\$597.00</b>	<b>\$933.00</b>		
<b>TOTAL PER MONTH (AVERAGE)</b>	<b>1,192</b>		<b>\$669.00</b>	<b>\$1,106.00</b>	<b>\$1,268.00</b>		

- \* Some committees have their monthly/quarterly meetings noticed in a group legal ad done by the Procurement Office at a cost of approximately \$145.00.
- \*\* County Attorney’s Office provides an attorney for the committees noted above. Actual hours would be hard to assess and vary month to month.
- \*\*\* Jodi Hanson spends approximately 37.5 hours a month on Boards and Committees. Advertisements placed for vacancies through the Board Office average \$1,434.00 a year.

\$3,043.00 total monthly costs plus 1,192 staff hours.

**ANNUAL COST\***

Staff time (estimated \$15.00 per hour)	\$214,560.00
Advertising	8,028.00
Printing/Postage	13,272.00
Stipends	15,216.00
<b>TOTAL</b>	<b>\$251,076.00</b>

\* Does not include County Attorney’s Office staff costs.