

MEMORANDUM OF UNDERSTANDING
Between the City of El Cerrito and the City of Albany
Regarding the Implementation of the Small Cities Climate Action Partnership EPA Grant

This Memorandum of Understanding (MOU) is entered on July 19, 2010 (“Effective Date”) by and between the City of El Cerrito (“El Cerrito”) and the City of Albany (“Albany”).

RECITALS

WHEREAS, both cities have made commitments to develop and implement Climate Action Plans and reduce local greenhouse gas emissions;

WHEREAS, both cities, in conjunction with the cities of Piedmont and San Pablo, developed a grant proposal to the U.S. Environmental Protection Agency (“EPA”) Climate Showcase Community grant in which these cities would form the Small Cities Climate Action Partnership (“Partnership”) to share energy management and climate action planning resources;

WHEREAS, the Small Cities Climate Action Partnership grant proposal was successful and the City of El Cerrito, as the lead agency, entered into a Cooperative Agreement with the U.S. EPA for \$497,488 to administer and implement the grant scope of work;

WHEREAS, the Cooperative Agreement with the U.S. EPA stipulates a 50% local in-kind and/or cash match of \$249,479, to which all members of the Small Cities Climate Action Partnership are contributing;

WHEREAS, Albany is a Sub-grantee under the EPA Cooperative Agreement and will receive pass-through funds for work performed under the Cooperative Agreement in the amount not to exceed \$75,202 and has committed to provide a combination of in-kind or cash matches of \$39,900.

WHEREAS, the Cooperative Agreement with the EPA covers a grant term of March 5, 2010 through December 31, 2011.

THEREFORE, BE IT RESOLVED, the parties agree as follows:

1. The Cities of Albany and El Cerrito will enter into this Memorandum of Understanding, effective upon the date first written above and terminated upon completion of the Scope of Work, the end of the EPA grant term, or per Clause number 8 below, whichever comes first.
2. Albany and El Cerrito will endeavor to share resources, information, and work products to assist each other and the Partnership in developing the following work products (“Work Products”):
 1. Comprehensive Energy Management Protocols, Tools, and Plans
 2. Climate Action Plans
 3. Community Emission Reduction Programs and Activities

3. El Cerrito will provide pass-through funds for work performed to Albany according to Exhibit A attached and incorporated herewith, Small Cities Climate Action Partnership, City of Albany Budget and Scope of Work;
4. Albany will guarantee that it will provide its share of the required local match to the grant funds as documented in Exhibit A and will document these contributions as part of its quarterly invoicing to El Cerrito.
5. Both cities will participate in monthly meetings and all other meetings as may be required to coordinate their work and the work of the Partnership.
6. While performing work under this MOU, Albany will adhere to the U.S. EPA Cooperative Agreement Administrative Conditions, attached and incorporated herewith as Exhibit B.
7. Albany will provide quarterly reports and invoices to El Cerrito, including all pertinent back-up documentation, in a format provided by El Cerrito no later than the 10th calendar day of the following month after the end of each fiscal quarter. El Cerrito will submit properly prepared invoices to the EPA and pay invoices to Albany within 30 calendar days of payment by the EPA.
8. If at any time during the effective term of this MOU, Albany is consistently unable to participate in the Partnership, perform work in a timely fashion, provide the required matching funds, provide quarterly progress reports in a manner consistent with EPA reporting requirements, or provide proper invoices or documentation of expenses and match funds, either party has the option to terminate this MOU, providing 30 calendar days notice.
9. Each signatory to this MOU warrants and represents that he or she is authorized by the City Council to execute this Agreement and bind the City of El Cerrito or Albany to its terms.

CITY OF ALBANY

By _____
 Beth Pollard
 City Manager

 Title

CITY OF EL CERRITO

By _____
 Scott Hanin
 City Manager

 Title

Exhibit A
Small Cities Climate Action Partnership
City of Albany Scope of Work and Budget

I. General

El Cerrito was awarded EPA's Climate Showcase Communities Grant for their proposal, the Small Cities Climate Action Partnership (ScCAP), to undertake climate action planning and emissions reduction activities in collaboration with three other local small communities (San Pablo, Albany, and Piedmont) and the local non-profit association Strategic Energy Innovations (SEI). The collaborative climate management model described in this proposal is designed to address the persistent difficulty that smaller communities have in undertaking climate protection activities. ScCAP will identify both near- and long-term emissions reduction opportunities in the partner communities in the following four activity areas:

1. Municipal emissions reductions
2. Community emissions reductions
3. Climate action planning
4. Program sustainability and replicability

The City of Albany is considered a sub-grantee under this award. The City of El Cerrito is serving as lead regarding grant administration. Albany will work with each partner to showcase a collaborative approach to climate change management for small cities. Albany will leverage ScCAP activities in order to realize more significant greenhouse gas reductions than could be achieved alone. In support of ScCAP the City of Albany will:

- Collaborate with the other Partnership cities on projects, attend joint meetings/planning events
- Prepare deliverable reports regarding Albany's progress on project implementation
- Ensure projects conducted within Albany under this grant are shared with the Partnership cities for replicability opportunities
- Participate in joint projects implementation where appropriate
- Determine opportunities for long-term sustainability of the Partnership approach

Specific objectives, activities and deliverables for each of those areas are detailed below.

II. Municipal Emissions Reductions

1) Setup Energy Efficiency Management Tools and Processes

The City will provide information to and work with SEI to investigate the city's current system/mechanism for collecting and monitoring utility bills and options for tracking energy use and savings investments. In collaboration with other Partners, Albany will help select the most applicable utility bill monitoring tool for use by small cities.

The selected tool will be used as a single point of data entry for bill monitoring and will also include department specific data entry and reporting capabilities, so that specific departments can access and utilize the data as needed. Following SEI's "test-run" of the utility bill-monitoring tool, the city will collect facility utility data, utilize the tool, and participate in a SEI-led workshop to introduce city staff to the use of the utility bill-monitoring tool.

Deliverables:	Milestone Dates
Assessment of city's bill monitoring capacity and processes	2010 Q3
Evaluation of bill-monitoring options	2010 Q3
Collection of pertinent energy and water data	2010 Q4
Setup of selected bill-monitoring database	2011 Q1
Test-run of the tool	2011 Q2
Workshop to introduce staff to applications for and use of utility monitoring tool.	2011 Q2
Ongoing use of and applications of Bill Monitoring Tool to quantify grant results	2011 Q2 – 2011 Q4

2) Use EPA Portfolio Manager (PM) to benchmark appropriate city buildings

Should SEI's assessment of the EPA PM prove favorable, the city, with SEI's assistance, will populate energy information for all appropriate municipal facilities into the online software. The city will provide data to SEI in a form usable for this purpose so that it may receive benchmark reports using existing EPA or PG&E benchmark report resources. The city will use the tool to monitor the success of energy management measures for benchmarked facilities and will use the PM data to quantify GHG reductions.

Deliverables:	Milestone Dates
Half-day workshop on U.S. EPA's Portfolio Manager	2010 Q4
Initial input of facility data to EPA PM	2011 Q1
Ongoing use of and applications of EPA PM to quantify grant results for benchmarked buildings	2011 Q1- 2011 Q4

3) Conduct municipal facility energy and water audits

With SEI assistance as needed, the city will work with professionals to conduct energy audits of municipal facilities. Upon review, the audit-generated project feasibility reports will be instrumental in informing the development of the 3-5 Year Investment Plans and the implementation of municipal facility energy retrofit projects. Other professional services may include renewable energy professionals providing feasibility reports on the installation of renewable energy equipment.

Deliverables:	Milestone Dates
Audit and feasibility reports on energy, water and renewable energy projects in municipal facilities.	2010 Q3 – 2011 Q1

4) Implement municipal energy and water efficiency / renewable energy projects

Upon review of the above audit reports and with SEI assistance if needed, the city will implement municipal energy and water saving projects. The projects may include energy retrofit measures on City identified facilities. Projects funded, wholly or in part, by the EECBG Program are not allowed to be included under this grant.

Deliverables:	Milestone Dates
Implementation of municipal energy and water efficiency projects	Ongoing 2010 Q3 – 2011 Q4
Quantification of GHG and resource savings from implemented projects	Ongoing 2010 Q3 – 2011 Q4

5) Develop 3-5 Year Energy & Water Efficiency Investment Plan

Utilizing the investment plan template developed by SEI, the utility bill monitoring system, results from the audits, and implementation projects, and other tools, the city will to create a customized 3-5 Year Investment Plan specific to the city's needs.

Deliverables:	Milestone Dates
Finalized 3-5 Year Investment Plan	2011 Q4

III. Climate Action Planning – CAP identified policy development

1) Begin to develop specific policies identified in the City's Climate Action Plan

With the assistance of partner jurisdictions, SEI and partner local and regional agencies, the city will work to develop policies specified in the city's Climate Action Plan and identified by the city as desirable and feasible for the purpose of reducing municipal greenhouse gas emissions.

Deliverables:	Milestone Dates
Climate Action Plan specified policies	Ongoing 2010 Q3 – 2011 Q4

IV. Community Emissions Reductions

1) Implement and support community energy and emissions reduction programs

In collaboration with Partners, the city will assess existing and emerging energy and emissions reduction programs offered by third parties. The city will explore and develop incentives and outreach to affect the greatest number of energy retrofits possible. Incentives may include rebates, subsidies or other means that induce building owners to improve building energy efficiency.

Deliverables:	Milestone Dates
Review and select internal or third party incentive programs	2010 Q3
Implement incentive programs	Ongoing 2010 Q4 – 2011 Q4
Quantification of ghg and resource savings from implemented program	Ongoing 2011 Q1 – 2011 Q4

2) Develop and distribute Community outreach materials

The city, potentially in collaboration with partner jurisdictions, will develop and distribute outreach materials to the community. Such materials will be through means such as direct mail, traditional advertising, social media, or community based social marketing. The materials will support the Program efforts, such as any incentive programs.

Deliverables:	Milestone Dates
Develop materials	2010 Q3- 2010 Q4
Distribute materials	Ongoing 2011 Q1 – 2011 Q4

VI. Budget

Activity Areas	Total Amount	Match
Partnership Support – Albany .15 FTE @ \$73324 per year and fringe	\$12,000	\$23,400
Municipal building audits and/or other professional services	\$10,000	\$4,000
Municipal building retrofits	\$25,000	\$12,500
Residential and/or commercial energy efficiency incentives	\$25,000	\$-
Travel: Routine	\$202	\$-
Contractual: Community outreach materials -- design, printing, mailing	\$3,000	\$-
<i>Total Albany</i>	<i>\$75,202</i>	<i>\$39,900</i>

Match amounts include both in-kind staff hours or direct funding.

Exhibit B
U.S. Environmental Protection Agency
Cooperative Agreement Administrative Conditions

Administrative Conditions

1. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

2. The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resource Control Board as follows:

	MBE	WBE
Construction	24%	6%
Supplies	29%	20%
Services	30%	31%
Equipment	22%	26%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as California State Water Resource Control Board.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the

recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted semiannually for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Veronica Squirrel, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW Mail Code 3903R, Room 51275, Washington, DC 20460, 202-564-5347. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

4. By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

- (a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).
- (b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and
- (c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method.

5. Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

6. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2010, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

7. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as

amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

8. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

9. In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

10. Recipients shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

11. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

12. a. The recipient agrees to:
- (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

13. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

14. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

15.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity

i. Is determined to have violated an applicable prohibition in paragraph 1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1 of this award term through conduct that is either

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our

agency at as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1 of this award term.

3. Our right to terminate unilaterally that is described in paragraph 2 of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
4. You must include the requirements of paragraph 1 of this award term in any subaward you make to a private entity.

16. In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

17. Congress has prohibited the use of federal funds to award grants to the Association of Community Organizations for Reform Now (ACORN) or any of its affiliates, subsidiaries, or allied organizations. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its affiliates, subsidiaries, or allied organizations. Grantees may direct any questions about this prohibition to their EPA grant office.

18. Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

Programmatic Conditions

1. The EPA Project Officer (PO) and the recipient Project Manager (PM) will be in frequent communication throughout all phases of the Cooperative Agreement. At a minimum, this communication will occur through monthly telephone calls or e-mails, and at annual meetings.
2. The EPA PO will monitor the progress of the work throughout the project to ensure overall project direction.
3. The EPA PO will review all drafts of written materials which reference EPA program information going to the public before final printing and distribution.
The recipient must submit trip reports within two weeks of completing travel, indicating progress made towards project goals. Trip reports may initially be submitted electronically to the EPA Project Officer with hard copies submitted quarterly as attachments to the quarterly report

4. The recipient will provide EPA with sufficient time to review and comment on all materials developed for this Cooperative Agreement. EPA reviews will focus on technical accuracy, compliance with applicable statutory and regulatory requirements.
5. The recipient PM agrees to consult with the EPA PO on all major phases of the project. However, the recipient shall make all final decisions. The EPA PO will provide input to the recipient on the various project tasks. This will occur through monthly phone conferences between the recipient and the EPA PO.

6. Quarterly Report:

In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. The recipient's quarterly reports will include estimates of greenhouse gas reductions achieved by the project including the underlying data and assumptions used to calculate those reductions.

7. Final Technical Report:

In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final report and at least one reproducible copy suitable for printing. The final report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. The recipient's final technical report will include estimates of greenhouse gas reductions achieved by the project including the underlying data and assumptions used to calculate those reductions.

8. Workshops Attendance:

Recipient must send at least one employee of Recipient's organization to attend and participate in EPA's Annual Climate Showcase Communities Training Workshop every year for each year of this grant agreement's active project period. To the extent such costs are allowable, grant funds may be used for travel and related costs for up to three people to attend the annual training workshops. Grant funds may not be used to send more than three people to the annual training workshop each year.