

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

8:00 p.m.

August 9, 2010

Roll Call

1. Resolution Authorizing Execution of a Subgrantee Agreement between Cook County, Illinois and the Village of Park Forest regarding the Energy Efficiency and Conservation Block Grant Program
2. A Resolution Accepting a Pledge Agreement (Public Deposits) From U.S. Bank National Association

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: July 29, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Resolution Authorizing Execution of a Subgrantee Agreement between Cook County, Illinois and the Village of Park Forest regarding the Energy Efficiency and Conservation Block Grant Program

BACKGROUND/DISCUSSION:

In conjunction with the Village's grant with Cook County to purchase and rehabilitate homes through the Neighborhood Stabilization Program, Cook County has granted the Village \$75,000 through the Energy Efficiency and Conservation Block Grant Program. This program was funded by the American Recovery and Reinvestment Act of 2009 and it is modeled after the Community Development Block Grant program. Cook County received \$12.6 million through the U.S. Department of Energy.

The purpose of the grant provided to the Village of Park Forest will be to retrofit homes with energy efficient components, such as new windows, doors, furnaces, hot water tanks, faucets, showers and other mechanisms, that contribute to energy efficiency and conservation. Households with incomes below 120% of area median income, and that are located in the NSP targeted neighborhoods, will be eligible to participate. Homes targeted through the NSP program may not utilize these funds. Cook County has established a maximum grant of \$5,000 per household, so a minimum of 15 homes will benefit from this program. The Village will work with Habitat for Humanity Chicago South Suburbs to implement this program in conjunction with the work they are doing with the Village as our developer for the NSP program.

Note that Exhibit A of the Subgrantee Agreement has not yet been completed. Staff will meet with the Cook County Department of Environmental Control on August 12 to discuss this program in more detail. This exhibit can be completed after that meeting.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Board Rules Meeting of August 9, 2010.

RESOLUTION

**A RESOLUTION AUTHORIZING EXECUTION OF A SUBGRANTEE AGREEMENT
BETWEEN COOK COUNTY, ILLINOIS
AND THE VILLAGE OF PARK FOREST
REGARDING THE ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT PROGRAM**

BE IT RESOLVED by the Village Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

SECTION 1. The Subgrantee Agreement attached hereto and incorporated herein by reference as Exhibit A is hereby approved, subject to the review and approval of the Village Attorney.

SECTION 2. The Village Manager is directed and authorized to sign the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager.

SECTION 3. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2010.

APPROVED:

ATTEST:

Village Mayor

Village Clerk

EXHIBIT A

SUBGRANTEE AGREEMENT BETWEEN
COOK COUNTY, ILLINOIS
AND THE VILLAGE OF PARK FOREST
REGARDING THE ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT PROGRAM

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (the "Agreement") is made and effective this 16th day of August, 2010, between the County of Cook, a body politic and corporate of the State of Illinois (the "**County**") by way of the Bureau of Community Development (BCD) whose address is 69 W. Washington Street, Suite 2900, Chicago, Illinois and the Village of Park Forest, Cook and Will Counties, Illinois, (the "**Subrecipient**"), whose address is 350 Victory Drive, Park Forest, IL 60466.

RECITALS

WHEREAS, the Energy Efficiency and Conservation Block Grant Program (the "**EECBG Program**") was created by the United States Congress under Title V, Subtitle E of the Energy Independence and Security Act (the "**EISA**") and signed into law on December 19, 2007. EECBG is intended to assist cities, counties, states, territories and Indian tribes in developing promoting, implementing and managing energy efficiency and conservation projects and programs; and

WHEREAS, the EECBG was funded by the American Recovery and Reinvestment (the "**Recovery Act**") of 2009 and is modeled after the Community Development Block Grant program administered by the Department of Housing and Urban Development ("**HUD**") and has available \$2.7 billion awarded through formula grants and \$454 million allocated through competitive grants; and

WHEREAS, the U.S. Department of Energy ("**DOE**") is responsible for ensuring that the funding is used for the cheapest, cleanest and most reliable energy technologies including energy efficiency and conservation; and

WHEREAS, the EECBG Program is designed to promote projects and programs that (1) reduce fossil fuel emissions; (2) reduce the total energy use of eligible entities, (3) improve energy efficiency in the transportation, building, and other appropriate sectors and (4) create and retain jobs; and

WHEREAS, the County has established the County's EECBG Program ("**County's EECBG Program**") Program pursuant to the Recovery Act. The County's EECBG Program will assist in the following activities: Activity 1 -Energy Efficiency Retrofit Initiative for Municipalities; Activity 1-Energy Efficiency Retrofit Initiative for Non Profit Organizations; Activity 1b -Energy Efficiency Retrofit Initiative for Municipalities; Activity 2-Neighborhood Stabilization Program Single Family Rehabilitation ; Activity 3 Local Government Initiative; Activity 4-Industrial Building and Energy Audit; Activity 5-Cook County Deconstruction Project; Activity 6 Energy Efficiency and Material Conservation Strategy Development; Activity 7-Cook County Transportation Incentive Program; Activity 8a-Energy Efficiency and Retrofits; Activity 8b-Revolving Fund for Energy Efficiency Audits and Retrofits; Activity 9-Cook County Electronic Collection Program; Activity 10-Cook County Composting Program; Activity 11-Cook County Highway Traffic Signal LED Retrofit; and

WHEREAS, the County's EECBG Program will be subject to the rules and regulations of EISA and the Recovery Act, as well as guidelines stipulated by the U.S. Department of Energy, U.S. Department of Transportation, U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency as applicable; and

WHEREAS, the Subrecipient has elected to participate in the County's EECBG Program under the aforesaid EISA and the County has the right and authority under said EISA and authority of the Cook County Board of Commissioners to allocate a portion of its funds to the Subrecipient; and the County has considered the needs of the Subrecipient for funds for the purposes set forth herein; and

WHEREAS, the Subrecipient understands and agrees that all funds appropriated in whole or in part under the EECBG must be used to carry out activities to achieve the purposes of the EECBG Program as stipulated in 42 USC 17153, Section 544, Use of Funds; and

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6; and

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, *et seq.*), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, *et seq.*); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, *et seq.*) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, *et seq.*); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, *et seq.*); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, *et seq.*) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 *et seq.*);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments

The Agreement includes this Energy Efficiency and Conservation Block Grant Subrecipient Agreement, all of the following Exhibits, attached hereto, made a part of and incorporated in this Agreement by this reference, and all execution forms and certifications attached to and made a part of this Agreement by this reference. By executing this Agreement, the Subrecipient accepts all the terms and conditions of this Agreement, and certifies to all the assurances certifications set forth in this Agreement, including all Exhibits. The Exhibits to this Agreement are as follows:

- A.** Project Scope of Work, Completion Date and Line Item Budget (Exhibit A)
- B.** An Equal Employment Opportunity Certificate (Exhibit B)
- C.** Federal Compliance Assurances (Exhibit C)
- D.** EECBG Special Provisions Relating To Work Funded Under American Recovery And Reinvestment Act Of 2009 (May 2009) (Exhibit D)
- E.** Recovery Act Required Contract Provisions: Buy American, Davis-Bacon and Contract Work Hours and Safety Standards Act Requirements and Contract Provisions (Exhibit E)

3. Grant Award

The County hereby agrees to make a grant in a sum not to exceed \$75,000. The Subrecipient agrees to abide by the Recovery Act and to use said funds solely for the purpose of paying for expenses in accordance with the approved Project Scope of Work (Exhibit A). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

4. Agreement to Undertake the Project

The Subrecipient agrees to undertake and complete the work and activities described herein and in the Project Scope of Work attached hereto as Exhibit A (the "Project"). By executing this Agreement, the Subrecipient certifies that: the Subrecipient shall utilize all funds provided hereunder to carry out activities to achieve one or more of the objectives of the EECBG as set forth in Exhibit A; and that the Subrecipient

shall cooperate with the County at all times with respect to the implementation and enforcement of the terms and conditions of this Agreement, including all exhibits attached to this Agreement, which are incorporated herein by this reference, the requirements of the EECBG Grant Program, and all other laws and regulations pertaining to this grant and the EECBG Program.

5. Time to Start Project; Time to Finish Project

A. The Subrecipient understands and agrees that all Projects must be started within three (3) months from the date of the "Notice to Proceed" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within three (3) months after the "NOTICE TO PROCEED" is issued.

B. The Subrecipient represents to the County that the aforesaid Project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the Project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before December 31, 2010.**

6. Procedures After Executing the Agreement; Notice to Proceed

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

A. The Department of Environmental Control staff will undertake the required environmental review for the Project, as applicable.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".

D. After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out pursuant to directives on the County's EECBG Program.

7. Reporting Requirements

A. The Subrecipient shall provide all information and reports as necessary to comply with the reporting requirements of the the Recovery Act, including but not limited to Section 1512 of such Act, the Department of Energy Recovery Act reporting requirements, and any performance or other reporting required by the County. These include monthly and quarterly reporting. Detailed reporting requirements will be provided by the County after execution of this Agreement. The Subrecipient agrees to provide the required information regarding the Subrecipient's activities under this Agreement within the timeframes to be provided by the County.

B. The Subrecipient understands and agrees that its activities and programs under the EECBG program are designed to promote energy efficiency and conservation and that its performance and progress will be measured to that end. The performance reports will be due to the County on or before the dates to be specified by County. No reimbursement requests will be paid by the County until any and all report requirements due at the time of application for payment have been satisfactorily fulfilled.

C. The Subrecipient understands and agrees that the failure to submit timely reports will place future Cook County Bureau of Community Development or Department of Environmental Control funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, on the failure to comply with reporting requirements and the stated rules and regulations.**

8. Compliance with Laws, Rules and Regulations

The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be responsible for obtaining any and all permits, licenses, permissions and other authorizations required for the performance of the Project. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government; provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. The inclusion of specific legal requirements in this Agreement shall not limit the general obligations set forth in this Section.

9. Administrative Regulations and Compliance

The Subrecipient agrees to comply with 42 USC 17152 Sec 542, Energy Efficiency and Conservation Block Grant Program and certain provisions utilized under the Community Development Block Grant 24 CFR 570 including the uniform administrative requirements set out in 10 CFR Section 600, Subparts A, B, C & D, as applicable.

10. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses

A. The Subrecipient agrees and authorizes the County and the Federal Government to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit B - Equal Employment Opportunity Certification, and, further will fully cooperate therewith.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this Section.

11. Conflict of Interest

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

- i.** have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
- ii.** represent, either as agent or otherwise, any person, association, trusts or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
- iii.** take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the Project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not

participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the Project.

C. The Subrecipient agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into Pursuant to this Agreement.

D. In the event of failure or refusal of the Subrecipient to comply with this Section 11, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Section 21 of this Agreement and may take any of the actions set out therein.

E. For the purpose of this Section, these conflict of interest provisions apply only to those persons who:

- i.** exercise or have exercised any functions or responsibilities with respect to EECBG activities assisted under the County program;
- ii.** are in a position to participate in a decision making process or gain inside information with regard to such activities;
- iii.** may obtain personal or financial interest or benefit from the activity; or
- iv.** have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these.

12. Davis Bacon Act

The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq). The contractual provisions attached as Exhibit E are required to be included in all contracts for construction exceeding \$2,000 and all related subcontracts.

13. Environmental Conditions; Historic Preservation

A. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i.** Clean Air, 42 U.S.C., 7401, et seq;
- ii.** Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:
- iii.** Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all EECBG & CDBG assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and

availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

- i. The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.
- ii. The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it or its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.
- iii. The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.
- iv. The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.
- v. The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs

associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

14. Buy American Provision

A. The Subrecipient understands and agrees that it will abide by Section 1605(a) of the Recovery Act which requires Subrecipient use domestic iron, steel, and manufactured goods that are produced in the United States (the "Buy American Provision"), subject to a waiver under circumstances identified in Exhibit E.

B. The Subrecipient understands and agrees that Section 1605(d) provides the Buy American Provision be applied in a manner consistent with the United States obligations under international agreements.

C. The Subrecipient represents to the County that it will comply with the Buy American Provision as stated herein and will include the Federally Required Contractual Provisions in all contracts as required in Exhibit E.

D. The Subrecipient may provide a waiver if it finds that (1) applying the Buy American Provision is inconsistent with public interest pursuant to Section 1605(b)(1); (2) United States iron, steel and manufactured goods are not produced in sufficient and reasonably available quantities or of satisfactory quality pursuant to Section 1605(b)(2); and (3) inclusion of United States iron, steel and manufactured goods will increase the cost of overall projects by more than 25% pursuant to Section 1605(b)(3).

E. The Subrecipient may submit a written request for a waiver to the County. After review and upon a recommendation by the Chief of the Bureau of Community Development, the County may submit the waiver request through the formal DOE waiver process.

F. The Department of Energy, Office of Energy Efficiency and Renewable Energy has granted limited nationwide waivers for LED lighting, including lamps, fixtures, and any supporting components and heating ventilation and air conditioning (HVAC) units in circumstances where the Subrecipient has taken substantial steps to commit funds for the purchase of LED lights or HVAC units between February 17, 2009 and March 31, 2010. This waiver applies to projects for the construction, alteration, maintenance or repair of a public building or public work.

G. Subrecipient will include the contractual provisions set forth in Exhibit E in any contracts to which these provisions are applicable.

15. Records Maintenance.

A. The Subrecipient shall maintain during the term of this Agreement and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the EECBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give the Federal Government, the Comptroller General, the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of EECBG funds to necessitate such reviews and audits.

16. Return of Funds and Accounts Receivables; Expiration of Project.

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all EECBG funds on hand and all accounts receivable attributable to the use of EECBG funds which funds and accounts receivable are traceable to this Agreement.

17. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to Section 21 of this Agreement including any of the actions set out therein.

18. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms or blank forms, documents, agreements and contracts to the County for review for compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

19. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any Project provided for under the provisions of this Agreement. No County funds other than the amount of EECBG funds specified herein and received from the Department of Energy by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Recovery Act.

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to Section 21 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

20. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this Section, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims,

judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

21. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, if the County determines that the Subrecipient has not complied with or is not complying with; has failed to perform or is failing to perform; or is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:

- i.** suspend or terminate this Agreement in whole or in part by written notice, and/or:
- ii.** demand refund of any funds disbursed to Subrecipient;
- iii.** deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
- iv.** temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
- v.** disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- vi.** withhold further awards for the program;
- vii.** take other remedies legally available; or
- viii.** take other appropriate legal action.

B. The County may send written notice suspending , effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program. The Subrecipient may be given up to ten (10) business days to come into compliance; provided, however, the County may also take any of the actions listed subparagraph A. hereof.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion, that the Subrecipient has, including but not limited to: (i) used or is using fraudulent, coercive or dishonest practices; (ii) demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or (iii) endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit A hereto. The County may also take any of the actions listed in subparagraph A. of this Section; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that this Agreement may be terminated for convenience, in whole or in part, as follows:

- i.** by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
- ii.** by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant.
- iii.** The written notice given under any of the subparagraphs of this Section may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

22. Miscellaneous.

A. Relationship of Parties. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

B. Signage. The Subrecipient hereby agrees to permit appropriate signage, prepared and erected by the County, of the County's participation in the Project.

C. Copyright. If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

D. Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as workshop, religious instruction or proselytizing.

23. Notice

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY:

Mr. Kevin Givens, Director
Cook County Department of Environmental Control
69 W. Washington, Suite 1900
Chicago, IL 60602

TO THE SUBRECIPIENT:

Mr. Thomas K. Mick, Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

24. Effective Date; Close Out of Grant

This Agreement shall be effective as of the _____ day of _____, 2010, and shall continue in effect for all periods in which the Subrecipient has control over EECBG funds and until this Project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Bureau Chief (Signature)
Bureau of Community Development
County of Cook

Printed Name

Attest: _____
Cook County Clerk (Signature)

Printed Name

County Seal:

Approved as to Form: _____
Assistant State's Attorney
(Signature)

Printed Name

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature)

Subrecipient Official (Printed Name)

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature)

Subrecipient Clerk/Secretary (Printed Name)

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature)

Subrecipient Attorney (Printed Name)

ATTACH: Exhibits
Resolution

EXHIBITS AND ATTACHMENTS

EXHIBIT A

PROJECT SCOPE OF WORK, COMPLETION DATE AND LINE ITEM BUDGET

I. Scope of Work

Subrecipient will utilize the grant award to retrofit homes with energy efficient components within their NSP targeted neighborhoods for single family rehabilitation projects that are not otherwise funded through Cook County's Neighborhood Stabilization Program. Subrecipient shall work with its NSP developer or other procured contractor (as defined by Cook County in its construction manual) to provide funding/grants of not more than \$5,000 per household. Household incomes must not exceed 120% of the area median income. Funds will be provided to Subrecipient for reimbursement/payment of eligible costs. Subrecipient shall be required to assess household income, prior to approving the household for funding. Household income may not exceed 120% of the area median income. Subrecipient may utilize the funds to retrofit single family residential housing units energy efficient windows, doors, furnaces, hot water tanks, faucets, showers, and other mechanisms that may contribute to energy efficiency and conservation.

In the event that Cook County receives applications from families that reside within Subrecipient's municipal borders, Cook County will work with Subrecipient to coordinate the review and processing of such applications. Cook County reserves the right to designate a portion of the grant for such applicants.

An application must be filled out by all families that receive a benefit from this funding. Subrecipient shall be responsible for working with its NSP developer or other procured contractor to establish waiting lists and retrofitting priorities. Applications must be in a format substantially similar to the Cook County Application which is attached hereto as Exhibit F. Subrecipient may utilize the attached application as part of its process for reviewing households.

Objectives: The Project will comprehensively address the following objectives of the EECBG Program:

- Energy Efficiency and Conservation
- _____
- _____

III. Project Schedule/Completion Date: _____

Attach complete Project Schedule.

Indicate the number of homes to be assisted per month

II. Program Budget:

Estimated number of homes to be assisted with under this grant along with average cost per home.

15 homes to be assisted at an average cost per home of \$5,000

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit B is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the Energy Efficiency and Conservation Block Grant and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the U. S. Department of Energy (the "DOE"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient further agrees to the following:

1. It will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Energy Efficiency and Conservation Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or DOE assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;
3. It will assist and cooperate actively with the County and DOE in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Energy, the Secretary of HUD and the County;
4. It will furnish the County and DOE such information as they may require for the supervision of such compliance, and will otherwise assist the County and DOE in the discharge of primary responsibility for securing compliance;
5. It will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County, or DOE;
6. In the event that its fails or refuses to comply with the undertaking set forth, the County or DOE may cancel, terminate or suspend in whole or in part any contractual agreements the County or DOE may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, may take any of the actions set out of the actions in the agreement or may refer the case to DOE for appropriate legal proceedings.
7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, *et seq.*).
8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.
9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*)
10. It will comply with 10 CFR 600, Subparts B, C & D, as applicable.

EXHIBIT C

FEDERAL COMPLIANCE ASSURANCES

In accordance with Title V, Subtitle E of the Energy Independence and Security Act (the "EISA"), as amended, and the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Without limiting the generality of the foregoing, the Subrecipient gives assurances and certifies with respect to the grant that:

- A.** Subrecipient possesses legal authority to make a grant submission and to develop, promote, implement and manage energy efficiency and conservation projects and programs.
- B.** Subrecipient has developed a program to promote projects that (1) reduce fossil fuel emissions; (2) reduce the total energy use of eligible entities, (3) improve energy efficiency in the transportation, building and other appropriate sectors and (4) create jobs.
- C.** Subrecipient will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- D.** Subrecipient's chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- E.** The grant will be conducted and administered in compliance with the following requirements:
 - 1. Any Subrecipient which is a municipal corporation, in its municipal operations, as applicable and in the administration of this Agreement, will affirmatively further fair housing;
 - 2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - 3. The Fair Housing Act (42 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 4. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 5. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 6. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 7. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 8. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;
 - 9. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
 - 10. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 - 11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;

12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);

14. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

F. No funds provided under this Agreement nor personnel employed pursuant to this Agreement will be used for or in aid of any personal political purpose; Subrecipient will comply with any applicable provisions of the Hatch Act which limits the political activity of employees; and no funds provided under this Agreement nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

G. Subrecipient will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.

H. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.

I. No EECBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status.

K. The Subrecipient certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

L. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT D

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

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, the following definitions shall apply:

“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.

A. Flow Down Requirement

Recipients must include these special terms and conditions in any sub-award.

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, subgrant, or sub grant; 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:

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

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

F. Protecting State and Local Government and Contractor Whistleblowers.

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

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a

person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

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

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

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

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies' provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement.

No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

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

G. Reserved .

H. False Claims Act

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

I. Information in Support of Recovery Act Reporting

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

J. Availability of Funds

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

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

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

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

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

L. Certifications

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

EXHIBIT E

RECOVERY ACT REQUIRED CONTRACT PROVISIONS

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 multiState, 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.* (I) 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) of this section and condition.

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;

(2) (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 176.11 O(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.

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 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 176.11 O(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.

DAVIS BACON AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS AND CONTRACT PROVISIONS

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.

DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

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

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

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

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

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

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

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

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

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3», the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

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

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 3D-day period that additional time is necessary.

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

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

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

assets for the meeting of obligations under the plan or program.

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

Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.do1.gov/esa/whdlforms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or

the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

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

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

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

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

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

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

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

(4) Apprentices and trainees-

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship

program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5. 12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5. 12(a) (1).

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

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

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

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

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

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

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

(c) Recipient Responsibilities for Davis Bacon Act

(l) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this A ward;
- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

EXHIBIT F



Cook County Energy Efficiency and Conservation Block Grant (EECBG) Application for Residential Property.

OFFICE USE ONLY (Do not write in this box)	
Application Taken By: _____ Application Date: _____ PM Approved: _____ Date: _____ PM Completed: _____ Date: _____	Format: <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Tel <input type="checkbox"/> In Person Monitor: _____ District: _____ Referral: _____

Please print and complete the form below then mail or deliver the items to:

_____. Items marked with an asterisk (*) are required. This application is for energy efficiency and conservation activities for residential property (i.e., window replacement, furnace replacement, hot water tank replacement, etc.). Household income may not exceed 120% of the area median income (see page 5) and grants for retrofitting may not exceed \$5,000. Grants are made available only in areas of greatest need in suburban Cook County. Priority will be given to families residing in areas of greatest need (based on highest unemployment rates, low mod population, foreclosures and high cost mortgages). The funding from this grant will also support Neighborhood Stabilization activities. Funding is also based on availability.

1.	PERSONAL INFORMATION * First Name: _____ Middle Initial: _____ * Last Name: _____ Organization: _____
2.	* Language(s): <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other: _____
3.	* Mailing Address: _____ Apt./Ste./Unit #: _____ * City: _____ * State: _____ * ZIP: _____
4.	* Phone Number: _____ This is my <input type="checkbox"/> Home <input type="checkbox"/> Business <input type="checkbox"/> Cell

12 .	Occupants living in property (List yourself first):								
	Last Name	First Name	MI	Relatio n	SSN	DOB (MM/DD/YYYY)	Ag e	Dependa nt Yes No	
				SELF		/ /		<input type="checkbox"/>	<input type="checkbox"/>
						/ /		<input type="checkbox"/>	<input type="checkbox"/>
						/ /		<input type="checkbox"/>	<input type="checkbox"/>
						/ /		<input type="checkbox"/>	<input type="checkbox"/>
						/ /		<input type="checkbox"/>	<input type="checkbox"/>
						/ /		<input type="checkbox"/>	<input type="checkbox"/>
13 .	* Residence Type: <input type="checkbox"/> Mobile Home <input type="checkbox"/> Single Family <input type="checkbox"/> Duplex <input type="checkbox"/> Apt. <input type="checkbox"/> Condo/Townhouse <input type="checkbox"/> Other								

14 .	* Primary Residence: <input type="checkbox"/> Yes <input type="checkbox"/> No
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15 .	* Do You: <input type="checkbox"/> Own <input type="checkbox"/> Rent If rental (please specify name of landlord and telephone #):		
	* Is there a mortgage on the property? Current?	Monthly Payment Amount?	Is the Mortgage Payment Current?
	The monthly payment amount and mortgage status information is optional. The information will be utilized to determine if you may be eligible for other assistance through Cook County.		

16 .	* Is your home accessible? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain):
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17 .	* Has Cook County previously provided you with assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: (Include dollar amount and type of assistance.)
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18 .	* What issues are you facing as a result of utility costs in regards to your property?
----------------	--

<p>19 .</p>	<p>Please any other details regarding the condition of your property (i.e., windows, doors, furnace, etc.)</p>
<p>20 .</p>	<p>Comments:</p>
<p>21 .</p>	<p>* I attest, under penalty of perjury, that all the information I have provided is accurate and truthful to the best of my knowledge. By signing my name below, I agree that it will serve as my digital signature.</p> <p>* Signature: _____ Date: ____</p> <p>_____</p>

APPLICATION/REGISTRATION FOR ENERGY ASSISTANCE INSTRUCTIONS

1. Enter the first name, middle initial and last name of the applicant. Jr., Sr., etc. should follow the last name. Please enter name of contact person in section 1 if applying on behalf of an organization.
2. Check the language(s) that the applicant speaks.
3. Enter the applicant's mailing address. It may or may not be the same as the Property Address or where the applicant is now living. The Mailing Address may not be a post office box or general delivery address.
4. Phone Number. Enter the current phone Number where the applicant can be reached. Alternate Phone Number: Other Phone Number where applicant can be reached. Note: include extension Number (if available).
5. Enter Email address (if available).
6. Enter the date of birth of the applicant.
7. Enter the applicant's Social Security Number (SSN). If the applicant does not provide an SSN, processing of the application will be delayed.
8. Property Tax ID Number (see tax bill for information).
9. Enter the combined family gross Income. (This is the amount of income before any deductions, and may include money from employment, Social Security, retirement, welfare, child support, stocks, interest, annuities, and savings or assistance from family and friends. It does not include food stamps or HUD Section 8 assistance). Check the appropriate frequency of pay (weekly, bi-weekly, monthly, semi-monthly, quarterly, or yearly).

Household Size	Area Median Income 2009			
	60%	80%	100%	120%
1	\$31,680	\$42,200	\$52,800	\$63,360
2	\$36,180	\$48,250	\$60,300	\$72,360
3	\$40,740	\$54,250	\$67,900	\$81,480
4	\$45,240	\$60,300	\$75,400	\$90,480
5	\$48,840	\$65,100	\$81,400	\$97,680
6	\$52,500	\$69,950	\$87,500	\$105,000
7	\$56,100	\$74,750	\$93,500	\$112,200
8	\$59,700	\$79,600	\$99,500	\$119,400

10. Citizenship Information. You must be a U.S. Citizen or a qualified immigrant to be eligible for Energy Efficiency and Conservation Block Grant (EECBG) assistance.
11. Enter the address at which the damage occurred. Entering "Same As Above" is acceptable.
12. List information for the applicant and all other persons and dependents who consider the damaged home to be their primary residence, whether or not they are related to the applicant. It is important that the applicant's and co-applicants' SSNs are included. Answer if they are a dependent or not.
13. Select the type of property (e.g. Mobile Home, Single Family Home, Duplex, etc.).
14. Primary Residence. Is the damaged property also your primary residence?
15. Check Rent or Own. If rental please provide name and contact information for the landlord (additional documentation and approval may be required). Mortgage information is optional. Cook County provides financial assistance through the form of other grants and loans as funds are made available.
16. Home accessible. Please confirm when access to the house is possible.
17. Previous Cook County assistance. Prior Cook County assistance will neither guarantee nor disqualify you from receiving support from the Cook County. However, providing your previous information, may help us process your application.
18. Please detail what issues you are facing as a result of the utility costs in regards to your property.
19. Please detail any other repair issues related to your property.
20. Enter any additional comments and explanations that you feel will assist us in processing your application.
21. SIGN and DATE your application.

PRIVACY STATEMENT

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601 et seq., authorizing the collection of this information. The primary use of this information is to determine your eligibility to receive Cook County Energy Efficiency and Conservation Block Grant (EECBG) assistance and other Cook County assistance. Disclosure of this information may be made: upon written request, to federal and state agencies providing assistance, as well as to local governments or voluntary agencies from which you are seeking assistance, so that assistance efforts or benefits are not duplicated; to agencies, organizations and institutions as necessary for Cook County and the designated Subrecipient (municipal entity) to obtain information from them in making eligibility determinations; to federal, state, and local government agencies to promote hazard mitigation planning and enforcement; to law enforcement agencies or professional organization where there may be violation or potential violation of law; to

a federal, state, or local agency we request information relevant to an Agency decision concerning issuance of a grant or other benefit, or in certain circumstances when a Federal agency requests such information for a similar purpose from us; to a Congressional office in response to an inquiry made at the request of the individual; to the Office of Management and Budget (OMB) in relation to private relief legislation under OMB circular A-19; and to the National Archives and Records Administration in records management inspection conducted under the authority of 44 U.S.C. §§ 2904 and 2906. Your Social Security Number is solicited during registration pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d) and 7701(c)(1). Furnishing the Social Security Number, as well as other information, is voluntary, but failure to do so may delay or prevent provisions of disaster assistance.

AGENDA BRIEFING

DATE: August 3, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Mary G. Dankowski, Deputy Village Manager/Finance Director

RE: A Resolution Accepting a Pledge Agreement (Public Deposits) from U.S. Bank National Association

BACKGROUND/DISCUSSION: In preparation for the audit, a review of bank collateral agreements was conducted. Requirements of the collateral agreements are:

1. The agreement should be in writing.
2. The agreement should be approved by both the bank and the Village's board members and said approval documented in the board minutes.
3. The agreement should give the Village control of all securities. This means the Village must give written approval of swaps, sales and transfers.
4. The agreement should list the eligible collateral.
5. The bank should warrantee that the pledged security is free and clear of any liens and claims and the Village is the legal owner of the collateral.
6. The pledged security should be held by a third party custodian.

The required collateral agreements are in place. It was noted that the agreement with U.S. Bank listed the name of the prior bank owner Firststar Bank. The attached resolution is merely a housekeeping matter to recognize the change in bank's name.

SCHEDULE FOR CONSIDERATION: This matter will appear on the agenda of the Rules Meeting of August 9, 2010 for discussion.

PLEDGE AGREEMENT
(Public Deposits)

THIS AGREEMENT, dated as of September 13, 2010, is entered into between U.S. Bank National Association, a national banking association (the "Bank") and the Village of Park Forest (the "Depositor").

RECITALS

- A. The Depositor has deposited and/or may from time to time in the future deposit public funds with the Bank (such public funds of the Depositor now or hereafter deposited with the Bank referred to herein as "Deposits").
- B. All Deposits are required to be insured by the Federal Deposit Insurance Corporation or to be secured by the pledge of certain types of collateral by the depository bank.
- C. The Deposits may be in amounts exceeding the federal deposit insurance limit.

ACCORDINGLY, in consideration of any Deposits made or to be made by the Depositor, and for other good and valuable consideration, the parties hereto agree as follows:

- 1. **GRANT OF SECURITY INTEREST.** As security for the payment of all Deposits, Bank hereby pledges and assigns to the Depositor, and grants to the Depositor a continuing security interest in, the property listed on Exhibit A hereto, whether now or hereafter existing or acquired, and in all other property hereafter designated in writing by the Bank to the Depositor as being subject to this agreement (the "Collateral"). Bank also hereby pledges and assigns to the Depositor, and grants the Depositor a security interest in, as security for the payment of all Deposits, (and the same shall be included within the term "Collateral") all securities into which the cash proceeds of any Collateral may be reinvested, and all other proceeds of any Collateral, and all renewals of or substitutions for any Collateral.
- 2. **PAYMENT OF COLLATERAL FEES.** The Depositor agrees to pay to the Bank such standard fees as the Bank may from time to time charge for the pledge of collateral to secure public deposits.
- 3. **CUSTODY OF COLLATERAL.** The Collateral shall be maintained at Federal Reserve Bank of Boston or at such other custodian as to which the Depositor and the Bank shall agree (the "Custodian").
- 4. **ACKNOWLEDGMENT.** The Depositor acknowledges that the Collateral described above is of a type permitted to be pledged to secure public deposits under the laws applicable to the Depositor.
- 5. **SUBSTITUTION.** The Custodian is hereby authorized to substitute for any Collateral any of the following:

- a) Any security issued by the United States of America, or by any agency thereof provided that such security issued by such agency is backed by the full faith and credit of the United States of America.
- b) Any asset of the Bank of a type approved by the Depositor.

The Bank agrees to give, or to cause the Custodian to give, the Depositor prompt written notice of any such substitution.

- 6. **DEFAULT.** Upon default in the Bank's payment of any Deposit when due, the Bank shall release to the Depositor on demand, free of exchange or any other charges, the Collateral, and the Depositor may exercise from time to time any other rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Illinois or otherwise available to it.
- 7. **RELEASE OF COLLATERAL.** Custodian shall deliver the Collateral to the Depositor upon the written order of the Depositor at any time, and Custodian shall immediately notify the Bank of such delivery. Custodian shall deliver the Collateral to the Bank upon receipt of a written order of the Depositor

This Agreement is executed by the Bank as of the date hereof.

September 13, 2010

By: _____
Laurie Luby
Collateral Specialist

Exhibit A

COLLATERAL HOTLINE

1-866-603-1571

U.S. Bank National Association
 Pledged Collateral Statement
 06/30/2018

Pledgee ILVPE VILLAGE OF PARK FOREST BAILMNT

Description	CUSIP	Maturity Date	Original Face	Current Par	Market Price	Market Value ¹
FHLMC GOLD POOL B13665	312966CA0	04/01/2019	1,215,000.00	481,308.67	1.06	508,842.84
FNMA FNCL 254725	31371K4J7	05/01/2033	6,520,000.00	2,289,036.45	1.06	2,437,108.49
FNMA FNCI 555848	31385XP92	10/01/2018	7,275,000.00	2,659,816.17	1.06	2,815,716.51
FHLMC 3015 HF	31395XN68	08/15/2035	1,775,000.00	390,945.77	1.00	389,874.03
FNMA FNCL 689237	31400JV63	02/01/2033	1,365,000.00	499,971.76	1.07	534,542.71
FNMA FNCI 720312	31401MGV5	06/01/2018	3,325,000.00	995,822.27	1.07	1,065,033.81
FNMA FNCI 729590	31402HAK9	07/01/2018	6,130,000.00	2,027,011.33	1.07	2,167,080.85

Total Pledged	\$27,605,000.00	\$9,343,912.42	\$9,918,199.24
		Uninsured Deposits: ²	\$4,974,229.07
		Collateral %: ³	199.39%

¹ Market Value – this amount represents the market value of the securities listed in your Collateral Statement for which the various quotation services were able to obtain appraisals based on the closing prices and/or the mean bid and ask within the last 3 days of the statement period. Because of the nature of the data provided by the quotation services, the accuracy of such prices cannot be guaranteed.

² Uninsured Deposits - The total deposits in all qualifying accounts minus FDIC coverage as reported at month end. These may not include recent changes or adjustments

³ Collateral % - This represents your collateral coverage percentage, calculated as market value of securities to deposit levels less FDIC insurance. Page 1 of 1

Exhibit A

COLLATERAL HOTLINE

1-866-603-1571

**U.S. Bank National Association
Pledged Collateral Statement
06/30/2010**

Pledgee DK10 PARK FOREST HOUSING AUTH

Description	CUSIP	Maturity Date	Original Face	Current Par	Market Price	Market Value ¹
FHLMC GOLD POOL C69281	31287VJ27	07/01/2032	1,407,937.00	195,321.96	1.11	217,558.13
FHLMC GOLD POOL E95616	3128H3GZ8	03/01/2018	2,720,000.00	570,725.96	1.07	609,539.78
FNNA FNCL 694838	31400Q4X8	04/01/2033	635,000.00	128,948.05	1.08	139,243.74
FNNA FNCI 734779	31402QJY8	09/01/2018	400,000.00	140,574.16	1.06	148,813.66

Total Pledged

\$5,162,937.00

\$1,035,570.13

\$1,115,155.31

Uninsured Deposits: ²

\$749,549.04

Collateral %: ³

148.77%

¹ Market Value – this amount represents the market value of the securities listed in your Collateral Statement for which the various quotation services were able to obtain appraisals based on the closing prices and/or the mean bid and ask within the last 3 days of the statement period. Because of the nature of the data provided by the quotation services, the accuracy of such prices cannot be guaranteed.

² Uninsured Deposits - The total deposits in all qualifying accounts minus FDIC coverage as reported at month end. These may not include recent changes or adjustments.

³ Collateral % - This represents your collateral coverage percentage, calculated as market value of securities to deposit levels less FDIC insurance. Page 1 of 1