

# MEMORANDUM

DATE: December 8, 2015

TO: Honorable Board of Supervisors

FROM: Michael Johnson, AICP, Agency Director

BY: Brett Storey, Senior Management Analyst

SUBJECT: Acceptance of Congressionally-Directed Department of Energy Grant

### Action Requested

1. Accept the Congressionally-directed Department of Energy Grant entitled "Placer County Biomass Utilization Pilot Project".

### Background

In 2008, Placer County was awarded a Congressionally-directed grant from the Department of Energy (DOE) for \$492,000 to develop plans and perform studies for a potential wood biomass-to-energy facility in the Lake Tahoe Region. Staff made great strides in the work performed under this Phase 1 project and, as a result, in 2009 Senator Diane Feinstein directed that an additional \$1,427,250 be provided, and again in 2010 that an additional \$1,000,000 be provided to Placer County for the next two phases of the development of the facility. County staff and the DOE designated these funds to Phase 2 (to perform a number of technical studies including the land use entitlement and environmental work and to develop the facility design) and Phase 3 (to participate in the funding of building a new facility).

Staff and DOE have prepared a full Statement of Work for Phases 2 and 3 and have an agreement to begin working on the Phase 2 studies. Following completion of the environmental work under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), the agreement for the final phase (Phase 3) is now complete. The DOE desired to provide one complete agreement that includes all three phases. The attached agreement for award number DE-FG36-088GO88026 contains four contract modifications to the original contract that the Board accepted in 2008. The total funding for this agreement is as follows:

Department of Energy Cost Share:	\$2,919,250
Placer County Cost Share:	\$2,552,114 ( <i>Staff in-kind costs of \$365,108; Tahoe Regional Power Company in-kind and cash \$2,187,006</i> )
Total Project:	\$5,471,364

Within Modification 003 (Attached) is the negotiated Statements of Work for each phase. Placer County and its consultants have completed Phase 1 and a majority of Phase 2 work to date. All DOE agreement terms have been accomplished. Now that the contract modifications are complete and accepted, staff can complete the Phase 2 work. If staff and the Tahoe Regional Power Company (TRPC) are successful in the negotiations for a Power Purchase Agreement (PPA), and TRPC investors agree to provide the remaining project funding, approximately \$10M, work can begin on the Phase 3 effort and the Cabin Creek Biomass to Energy Facility would be built. When the PPA is signed and investor funding occurs staff will return with a Budget Revision for the final Phase 3 work.

**Fiscal Impact**

There is no fiscal impact to the General Fund or other fund because of this action. All matching project funds have been in the form of in-kind contributions from the County or its partners. Additional matching requirements are provided by the project development partner, Tahoe Regional Power Company, in the form of cash towards the building of the facility.

Exhibit 1: DOE Contract Modifications 001 through 004

cc: Holly Heinzen, Chief Assistant CEO  
Rob Sandman, Deputy County Counsel

ASSISTANCE AGREEMENT				
1. Award No. DE-FG36-08GO88026		2. Modification No. 001	3. Effective Date 09/15/2008	4. CFDA No. 81.087
5. Awarded To PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032640		6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401		7. Period of Performance 09/15/2008 through 12/30/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 109-58, Energy Policy Act (2005)		10. Purchase Request or Funding Document No. 10EE000268	
11. Remittance Address PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032640		12. Total Amount Govt. Share: \$1,919,250.00 Cost Share : \$1,552,114.00 Total : \$3,471,364.00		13. Funds Obligated This action: \$1,427,250.00 Total : \$1,919,250.00
14. Principal Investigator Brett Storey Phone: 530-886-5334		15. Program Manager Glenn M. Doyle Phone: 303-275-4706		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393
17. Submit Payment Requests To		18. Paying Office		19. Submit Reports To
20. Accounting and Appropriation Data See Schedule				
21. Research Title and/or Description of Project PLACER COUNTY BIOMASS UTILIZATION PILOT PROJECT				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer <i>Stephanie N. Carabajal</i>		
23. Name and Title	24. Date Signed	26. Name of Officer Stephanie N. Carabajal		27. Date Signed 11/12/2009

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-FG36-08G088026/001	2	3

NAME OF OFFEROR OR CONTRACTOR  
 PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 071549588</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>ASAP: Y Extent Competed: NOT COMPETED Davis-Bacon Act: NO</p> <p>The purposes of this modification are to:</p> <p>1) In Block 7 of the Assistance Agreement, reflect the Period of Performance as the beginning of the project through the end of the current Budget Period, shown as 09/15/2008 through 12/30/2012.</p> <p>2) Obligate additional funding, as shown in Blocks 12 and 13, subject to Provision 1, Conditional Availability of Funds.</p> <p>3) Delete Modification A000 Attachment 1, Special Terms and Conditions, and replace it with Attachment 1, Special Terms and Conditions in this Modification 001. the following changes were made to the Special Terms and Conditions:</p> <p>a. Add Provision 1, Conditional Availability of Funds.</p> <p>b. Add new Provision 3, Award Agreement Terms and Conditions.</p> <p>c. Add new Provision 4, Electronic Authorization of Award Documents.</p> <p>d. Revise Provision 6, Payment Provisions to include ASAP Reimbursement payment process.</p> <p>e. Revise Provision 7, Maximum Obligation and Provision 8, Cost Sharing with current changes to the award.</p> <p>f. Add Provision 16, National Security: Classifiable Results Originating Under an Award, which was inadvertently omitted in the prior version.</p> <p>g. Add Provision 19, National Environmental Policy Act, for Phase II.</p> <p>h. Delete Mod A000, Attachment 1, Provision 13, Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF
	DE-FG36-08G088026/001	3   3

NAME OF OFFEROR OR CONTRACTOR  
 PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Trafficking in Persons, because the provision is incorporated in the National Policy Assurances.</p> <p>4) Delete and replace Attachment 3, Budget Information, Non Construction Programs, SF 424A, with the SF 424A in this Modification 001.</p> <p>5) Delete and replace Attachment 4, Reporting Requirements Checklist and Instructions, DOE F 4600.2. The DOE F 4600.2 revision adds the Federal Financial Report, SF 425, which replaces the SF 269 and SF 272.</p> <p>6) Update the DOE or Recipient Contact(s), as shown below.</p> <p>All other terms and conditions remain unchanged.</p> <p>DOE Award Administrator: Pete Simon                      E-mail: pete.simon@go.doe.gov                      Phone: 303-275-4783</p> <p>DOE Project Officer: Glenn Doyle                      E-mail: glenn.doyle@go.doe.gov                      Phone: 303-275-4706</p> <p>Recipient Business Officer: Brett Storey                      E-mail: bstorey@placer.ca.gov                      Phone: 530-745-3011</p> <p>Recipient Principal Investigator: Brett Storey                      E-mail: bstorey@placer.ca.gov                      Phone: 530-745-3011</p> <p>Delivery Location Code: 03601                      Golden Field Office                      U.S. Department of Energy                      Golden Field Office                      1617 Cole Blvd.                      Golden CO 80401-3393</p> <p>Payment:                      OR for Golden                      U.S. Department of Energy                      Oak Ridge Financial Service Center                      P.O. Box 4517                      Oak Ridge TN 37831</p>				

**ASSISTANCE AGREEMENT**

1. Award No. DE-FG36-08GO88026		2. Modification No. 002		3. Effective Date 09/15/2008		4. CFDA No. 81.087		
5. Awarded To PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032640				6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401			7. Period of Performance 09/15/2008 through 12/30/2012	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority 109-58, Energy Policy Act (2005)			10. Purchase Request or Funding Document No. 11EE006862			
11. Remittance Address PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032640				12. Total Amount Govt. Share: \$2,919,250.00  Cost Share : \$2,552,114.00  Total : \$5,471,364.00		13. Funds Obligated This action: \$1,000,000.00  Total : \$2,919,250.00		
14. Principal Investigator Brett Storey Phone: 530-745-3011		15. Program Manager Glenn M. Doyle Phone: 720-356-1521			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393			
17. Submit Payment Requests To			18. Paying Office OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831			19. Submit Reports To See Attachment 4		
20. Accounting and Appropriation Data See Schedule								
21. Research Title and/or Description of Project PLACER COUNTY BIOMASS UTILIZATION PILOT PROJECT								
For the Recipient				For the United States of America				
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer  Signature on File				
23. Name and Title		24. Date Signed		26. Name of Officer Jon F. Olsen		27. Date Signed 09/22/2011		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-FG36-08G088026/002

PAGE OF  
2 | 3

NAME OF OFFEROR OR CONTRACTOR  
PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 071549588</p> <p>The purposes of this modification are to:</p> <p>1) Incorporate the conditional award of Phase 3/FY10 of this project, comprised of this Assistance Agreement and the Special Terms and Conditions. Upon successful completion of negotiations, this award will be modified to lift its conditional status, revise Attachment 1, Special Terms and Conditions, and add additional attachments such as Attachment #2, Intellectual Property Provisions, Attachment #3, Budget Information, Attachment #4, Federal Assistance Reporting Requirements, and Attachment #5, Statement of Project Objectives;</p> <p>2) This modification was prepared using your application's proposed budget information, for Phase 3/FY2010 funds. Please refer to the Special Terms and Conditions, Provision 1 of the award and note that DOE will not release the funding obligated by this modification until successful completion of negotiations are reached to the satisfaction of the Contracting Officer. Performance against Phase 3, FY2010 funds of this award is, therefore, at your own risk, and payments for costs incurred for conditional phases of your project will not be made until completion of negotiations. A representative of this office will contact you in the near future to request additional and/or revised information needed to supplement and clarify your application, to complete the negotiations of an amended award;</p> <p>3) Delete and replace the Special Terms and Conditions, Attachment 1. This incorporates the following changes:</p> <p>a) Revise Provision 1, Conditional Availability of Funds;</p> <p>b) Revise Provision 8, Cost Sharing</p> <p>c) Revise Provision 19, National Environmental Policy Act (NEPA) Requirements</p> <p>d) Add Provision 20, Central Contractor Registration and Universal Identifier Requirements</p> <p>e) Add Provision 21, Decontamination and/or Decommissioning (D&amp;D) Costs</p> <p>f) Add Provision 22, Indemnity; and</p> <p>4) Update the DOE Award Administrator, as noted Continued ...</p> <p>below.</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-FG36-08G088026/002

PAGE OF

3 | 3

NAME OF OFFEROR OR CONTRACTOR

PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DOE Award Administrator: Geoffrey Walker E-mail: geoffrey.walker@go.doe.gov Phone: 720-356-1808</p> <p>DOE Project Officer: Glenn Doyle E-mail: glenn.doyle@go.doe.gov Phone: 720-356-1521</p> <p>Recipient Business Officer: Brett Storey E-mail: bstorey@placer.ca.gov Phone: 530-745-3011</p> <p>Recipient Principal Investigator: Brett Storey E-mail: bstorey@placer.ca.gov Phone: 530-745-3011</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: Y Extent Competed: NOT COMPETED Davis-Bacon Act: NO</p>				

SPECIAL TERMS AND CONDITIONS

Table of Contents

<u>Number</u>	<u>Subject</u>	<u>Page</u>
1.	CONDITIONAL AVAILABILITY OF FUNDS .....	2
2.	RESOLUTION OF CONFLICTING CONDITIONS .....	2
3.	AWARD AGREEMENT TERMS AND CONDITIONS .....	2
4.	ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS .....	3
5.	AWARD PROJECT PERIOD AND BUDGET PERIODS .....	3
6.	PAYMENT PROCEDURES – REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM ....	3
7.	MAXIMUM OBLIGATION .....	3
8.	COST SHARING .....	4
9.	REBUDGETING AND RECOVERY OF INDIRECT COSTS .....	4
10.	STATEMENT OF FEDERAL STEWARDSHIP .....	5
11.	SITE VISITS .....	5
12.	REPORTING REQUIREMENTS .....	5
13.	PUBLICATIONS .....	6
14.	FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS .....	6
15.	INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION.....	6
16.	NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD .....	7
17.	LOBBYING RESTRICTIONS .....	8
18.	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS .....	8
19.	NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS .....	8
20.	CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS .....	8
21.	DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS .....	10
22.	INDEMNITY .....	10

**1. CONDITIONAL AVAILABILITY OF FUNDS**

- a. Notwithstanding the obligation of funds shown on the Assistance Agreement Cover Page, the parties hereby agree that the availability of funds to the Awardee for payment of costs incurred for Phase 2 and 3 by the Awardee is conditioned upon Contracting Officer review and approval of the Awardee's Phase 2 and 3 application and completion of negotiations. No Phase 2 or 3 funds, therefore, shall be made available to the Awardee for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Awardee for Phase 2 or 3 during the negotiation process.
- b. When the parties have completed negotiations of all Phase 2 and 3 final special terms and conditions for this award, the Contracting Officer will issue an amendment to this award making available the obligated Phase 2 and 3 amounts for payment in accordance with the payment provisions contained in the Special Terms and Conditions. The Awardee may then receive payment for allowable Phase 2 and 3 costs incurred or recognize costs incurred toward cost share requirements, as applicable, in accordance with the negotiated payment provisions.
- c. Failure by the Awardee to provide acceptable Phase 2 and 3 application information, and any supporting documentation requested by the Contracting Officer, or failure to complete negotiations, will be deemed a Noncompliance pursuant to 10 CFR 600.24. Based on such noncompliance, the Contracting Officer may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Awardee shall not be reimbursed for Phase 2 and 3 costs incurred at the Awardee's risk, as described in Paragraph a. above.

**2. RESOLUTION OF CONFLICTING CONDITIONS**

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

**3. AWARD AGREEMENT TERMS AND CONDITIONS**

This award/agreement consists of the Assistance Agreement Cover Page, plus the following:

a. Attachments:

Attachment Number	Title
1.	Special Terms and Conditions.
2.	Intellectual Property Provisions
3.	Budget Pages (SF 424A)
4.	Federal Assistance Reporting Checklist and Instructions
5.	Statement of Project Objectives

- b. Applicable program regulations.
- c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.

- d. If the award is for research and the award is for a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> apply.
- e. Application/proposal as approved by DOE.
- f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

#### 4. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

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

#### 5. AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period and Budget Period for this award is 09/15/2008 through 12/30/2012.

#### 6. PAYMENT PROCEDURES – REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.
- b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

#### 7. MAXIMUM OBLIGATION

The maximum obligation of DOE is limited to the amount shown on Agreement Cover Page, subject to Provision 1, Conditional Availability of Funds. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required.

**8. COST SHARING**

- a. Total Estimated Project Cost is the sum of the Federal Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting Federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period	Phase	DOE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Costs
1	1	\$492,000 / 79.8%	\$124,864 / 20.2%	\$616,864
	2	\$1,427,250 / 50%	\$1,427,250 / 50%	\$2,854,500
	3	\$1,000,000 / 50%	\$1,000,000 / 50%	\$2,000,000
Total Project		\$2,919,250 / 53.36%	\$2,552,114 / 46.64%	\$5,471,364

- b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this Article, you should immediately provide written notification to the DOE Award Administrator, indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.
- c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE. Such records are subject to audit.
- d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE of some or all the funds provided under the award.

**9. REBUDGETING AND RECOVERY OF INDIRECT COSTS**

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

## 10. STATEMENT OF FEDERAL STEWARDSHIP

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

## 11. SITE VISITS

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

## 12. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)).
- c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data),

classified information, information subject to export control classification, or other information not subject to release.

### 13. PUBLICATIONS

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

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

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

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

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

### 15. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced in the Agreement Cover Page. A list of all intellectual property provisions may be found at [http://www.gc.doe.gov/financial\\_assistance\\_awards.htm](http://www.gc.doe.gov/financial_assistance_awards.htm).
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator identified and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual\\_Property\\_\(IP\)\\_Service\\_Providers\\_for\\_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf). The IP Service Provider for the Golden Field Office is Julia Moody, who may be reached at [julia.moody@go.doe.gov](mailto:julia.moody@go.doe.gov) or 303-275-4867.

**16. NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD**

- a. This award is intended for unclassified, publicly releasable research. You will not be granted access to classified information. DOE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. The Department may review research work generated under this award at any time to determine if it requires classification.
- b. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If you originate information during the course of this award that you believe requires classification, you must promptly:
  1. Notify the DOE Project Officer and the DOE Award Administrator;
  2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
  3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control
- c. If you originate information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, you must:
  1. Notify the DOE Project Officer and the DOE Award Administrator;
  2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the Recipient first discovers or first has reason to believe that the information is useful in such production or utilization; and
  3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.
- d. If DOE determines any of the information requires classification, you agree that the Government may terminate the award by mutual agreement in accordance with

10 CFR 600.25(d). All material deemed to be classified must be forwarded to DOE, in a manner specified by DOE.

- e. If DOE does not respond within the specified time periods, you are under no further obligation to restrict access to the information.

#### **17. LOBBYING RESTRICTIONS**

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

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

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

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

The Awardee and any of its subawardees are restricted from taking any action using Federal funds, which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. If the Awardee moves forward with activities that are not authorized by the Contracting Officer for federal funding by the DOE under this award, in advance of negotiations, to include DOE initiating the NEPA process, the Awardee is doing so at risk of deobligation of federal funding and such costs may not be recognized as allowable cost share.

The Awardee is restricted from taking any actions using Federal funds for all Phase 2 and 3 project tasks. This restriction does not preclude the Awardee from performing Phase I tasks that were previously approved.

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

#### **20. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

- A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

#### B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

#### C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

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

Notwithstanding any other terms of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

**22. INDEMNITY**

You shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

**ASSISTANCE AGREEMENT**

1. Award No. DE-FG36-08GO88026		2. Modification No. 0003	3. Effective Date 09/15/2008	4. CFDA No. 81.087	
5. Awarded To PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032702		6. Sponsoring Office Energy Efficcy & Renewable Energy		7. Period of Performance 09/15/2008 through 12/31/2017	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 109-58, Energy Policy Act (2005)		10. Purchase Request or Funding Document No. 15EE002151		
11. Remittance Address PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032640		12. Total Amount Govt. Share: \$2,919,250.00  Cost Share : \$2,552,114.00  Total : \$5,471,364.00	13. Funds Obligated This action: \$0.00  Total : \$2,919,250.00		
14. Principal Investigator See Page 2 of the Agreement	15. Program Manager Kevin R. Craig Phone: 720-356-1493		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393		
17. Submit Payment Requests To		18. Paying Office Multiple		19. Submit Reports To See Attachment 4	
20. Accounting and Appropriation Data See Schedule					
21. Research Title and/or Description of Project PLACER COUNTY BIOMASS UTILIZATION PILOT PROJECT					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer  Signature on File		
23. Name and Title		24. Date Signed	26. Name of Officer Lalida Crawford		27. Date Signed 10/30/2015

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-FG36-08G088026/0003

PAGE OF  
2 | 3

NAME OF OFFEROR OR CONTRACTOR  
PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 071549588</p> <p>The purposes of this modification are to:</p> <ol style="list-style-type: none"> <li>1) Lift conditions previously placed Phase II and Phase III of the project;</li> <li>2) Extend the Period of Performance end date, as shown in Block 7;</li> <li>3) Update the DOE or Recipient Contacts, as shown below; and</li> <li>4) Delete and replace all award attachments.</li> </ol> <p>The Project Period for this award is 09/15/2008 through 12/31/2017, consisting of one Budget Period with the following Phases:</p> <p>Phase 1: 09/15/2008 to 12/30/2012 Phase 2: 12/31/2012 to 12/31/2017 Phase 3: 10/01/2015 to 12/31/2017</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>All other terms and conditions remain unchanged.</p> <p>DOE Award Administrator: Stephanie Sites E-mail: stephanie.sites@ee.doe.gov Phone: 720-356-1279</p> <p>DOE Project Officer: Kevin Craig E-mail: kevin.craig@ee.doe.gov Phone: 720-356-1493</p> <p>Recipient Business Officer: Donna Kirkpatrick E-mail: dkirkpat@placer.ca.gov Phone: 530-745-3038</p> <p>Recipient Principal Investigator: Brett Storey Continued ... E-mail: bstorey@placer.ca.gov</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-FG36-08GO88026/0003

PAGE OF  
3 | 3

NAME OF OFFEROR OR CONTRACTOR  
PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Phone: 530-745-3011</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: Y Extent Competed: NOT COMPETED Davis-Bacon Act: NO</p>				

**Intellectual Property Provisions (NRD-1003)  
Nonresearch and Development**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

**ASSISTANCE AGREEMENT**

1. Award No. DE-FG36-08GO88026		2. Modification No. 0004	3. Effective Date 09/15/2008	4. CFDA No. 81.087
5. Awarded To PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032702		6. Sponsoring Office Energy Efficcy & Renewable Energy		7. Period of Performance 09/15/2008 through 12/31/2017
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 109-58, Energy Policy Act (2005)		10. Purchase Request or Funding Document No.	
11. Remittance Address PLACER, COUNTY OF Attn: DR. RICHARD BURTON 11476 C AVENUE AUBURN CA 956032640		12. Total Amount Govt. Share: \$2,919,250.00  Cost Share : \$2,552,114.00  Total : \$5,471,364.00	13. Funds Obligated This action: \$0.00  Total : \$2,919,250.00	
14. Principal Investigator See Page 2 of the Agreement	15. Program Manager Elliott P. Levine Phone: 202-586-1476		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	
17. Submit Payment Requests To		18. Paying Office		19. Submit Reports To
20. Accounting and Appropriation Data See Schedule				
21. Research Title and/or Description of Project PLACER COUNTY BIOMASS UTILIZATION PILOT PROJECT				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File		
23. Name and Title	24. Date Signed	26. Name of Officer Lalida Crawford		27. Date Signed 11/03/2015

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-FG36-08GO88026/0004

PAGE OF  
2 | 3

NAME OF OFFEROR OR CONTRACTOR  
PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 071549588</p> <p>The purpose of this modification is to:</p> <p>1) Update the DOE Contact, as shown below.</p> <p>The Project Period for this award is 09/15/2008 through 12/31/2017, consisting of one Budget Period with the following Phases:</p> <p>Phase 1: 09/15/2008 to 12/30/2012 Phase 2: 12/31/2012 to 12/31/2017 Phase 3: 10/01/2015 to 12/31/2017</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>The Special Terms and Conditions for this award contain specific funding restrictions. Please review the applicable terms for procedures required to lift the restrictions.</p> <p>All other terms and conditions remain unchanged.</p> <p>DOE Award Administrator: Stephanie Sites E-mail: stephanie.sites@ee.doe.gov Phone: 720-356-1279</p> <p>DOE Project Officer: Elliott Levine E-mail: elliott.levine@ee.doe.gov Phone: 202-586-1476</p> <p>Recipient Business Officer: Donna Kirkpatrick E-mail: dkirkpat@placer.ca.gov Phone: 530-745-3038</p> <p>Recipient Principal Investigator: Brett Storey E-mail: bstorey@placer.ca.gov Phone: 530-745-3011</p> <p>"Electronic signature or signatures as used in Continued ... this document means a method of signing an</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-FG36-08G088026/0004

PAGE OF  
3 | 3

NAME OF OFFEROR OR CONTRACTOR  
PLACER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: Y Extent Competed: NOT COMPETED Davis-Bacon Act: NO				

