



BOARD OF COUNTY COMMISSIONERS

DATE: July 15, 2014
AGENDA ITEM NO. 15

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:** 

Subject:

Approval of novation (transfer) agreement for Congressionally Directed Award from U. S. Department of Energy to St. Petersburg College Seminole Campus.

Department:

Parks and Conservation Resources

Staff Member Responsible:

Paul Cozzie, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE, THE CHAIR SIGN, AND THE CLERK ATTEST THE NOVATION AGREEMENT BETWEEN PINELLAS COUNTY, ST. PETERSBURG COLLEGE (SPC) AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE).

Summary Explanation/Background:

In September 2009 the County received a \$475,750 grant from DOE to construct a demonstration "green house". Due to budget constraints associated with the ongoing operation and maintenance needs, the Board sought partners to accept the grant for a similar purpose. SPC expressed strong interest in the grant to construct a demonstration project at their Seminole Campus, also the location of SPC's Environmental Education program. SPC plans on constructing a "green home" on the campus that will display innovative geothermal technology via the development of a Florida basement that can maintain temperature at 62 degrees.

On July 26, 2011, the Board approved the transfer of Congressionally Directed Project Award DE-EE0001207 for a Regional Urban Sustainability Demonstration and Education Facility ("green home") from Pinellas County to SPC via the U.S. DOE contract modification. Due to delays caused by staffing adjustments at SPC and changes in project managers at DOE, the novation process has taken three years to reach this stage. Upon execution of this novation agreement by Pinellas County, SPC and DOE, all responsibility for this Award will be transferred to SPC.

Fiscal Impact/Cost/Revenue Summary:

\$475,750 in grant funds transferred to SPC. To date none of this funding was spent.

Exhibits/Attachments Attached:

Contract Review
Novation Agreement
July 26, 2011 Agenda Item with Board Letter
DOE Recipient Change Request Questionnaire

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Pinellas Green Home	
CONTRACT NO.: DE-EE-0001207	ESTIMATED EXPENDITURE / REVENUE: \$475,750 transfer (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:
Transfer of Dept of Energy grant from Pinellas to St. Pete College Seminole Campus per BCC request of 7/26/2011. This agreement is final step in novation (transfer). Please expedite
Legal: Please approve as to form.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Paul Cozzie	6/2/14	TV		
Risk Mgmt: Virginia Holscher <i>only 5/20/14</i>	5/29/14	VEH	Public Entity to Public Entity greenhome will now be located at SPC?	yes - d/c
Finance:** Cassandra Williams	5/8/14	CBW		
OMB:** Bill Berger	5/7/14 5/8/14	d/c Z	Revenue was not budgeted so no budgetary impact.	d/c
Legal: Miles Belknap	5/22	MB	Revised "Certificate" page for Clark signature	
Assistant County Administrator or Executive Director: Joe Lauro	5/23/14	Jm	Thought this was accomplished a while back	In 3rd year of working with DOE for this transfer of funds. d/c

Please return to Debbie Chayet By 5/23/14.
All inquiries should be made to Debbie Chayet ext. 582-2521.

** See Contract Review Process

NOVATION AGREEMENT

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS (Transferor), a local government duly organized and existing under the laws of Florida, with its principal office in Clearwater, Florida; BOARD OF TRUSTEES, ST PETERSBURG COLLEGE (Transferee), a state sponsored organization of higher education duly organized and existing under the laws of Florida, with its principal office in Clearwater, Florida; and the United States of America (Government), enter into this Novation Agreement (Agreement) in accordance with the terms set forth below.

WHEREAS, on or about October 1, 2009, the Government, represented by Contracting Officer(s) of the United States Department of Energy, awarded Grant Number DE-EE-0001207, entitled "PINELLAS COUNTY REGIONAL URBAN SUSTAINABILITY DEMONSTRATION AND EDUCATION FACILITY" (hereinafter, including all modifications, referred to as "the Award") to Transferor; and

WHEREAS, the Transferor and Transferee have requested that the Award be assigned to the Transferee as a result of budget constraints and reductions; and

WHEREAS, the Transferor and Transferee have represented and warranted the following facts to the Government in support of their request to assign the Award:

1. The Transferor no longer has the capabilities to perform the Award;
2. The Transferor has not sold, or otherwise received compensation from, the Transferee solely for the assignment of the Award from Transferor to Transferee;
3. The Transferee has submitted documentation in support of the Government's determination that assignment of the Award to the Transferee is necessary to the satisfactory completion of the Award; and,
4. The Transferee is in a position to fully perform all obligations that may exist under the Award (see also additional representations by both Transferor and Transferee contained in the Recipient Change Request Questionnaire attached hereto as Exhibit A).

NOW, THEREFORE, in consideration of these facts, guarantees and representations and other good and valuable consideration, the parties agree that by this Novation Agreement:

1. The novation is consistent with the Government's objectives and goals for the Award. A letter of concurrence for this transfer dated 17 March 2014 from Congressman David W. Jolly is maintained on file.
2. The Transferor confirms its assignment of the Award, and all of its rights and responsibilities under the Award, to the Transferee. The Transferor waives any claims and rights against the Government that it now has or may have in the future in connection with the Award, including all claims to any unexpended and uncommitted funds.
3. The Transferee agrees to be bound by, and to perform in accordance with the conditions contained in the Award. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Award as if the Transferee were the original party to the Award.
4. The Transferee ratifies all previous actions taken by the Transferor with respect to the Award, with the same force and effect as if the action had been taken by the Transferee.
5. The Government recognizes the Transferee as the Transferor's successor-in-interest in and to the Award. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Award as if the Transferee were the original party to the Award.
6. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor or Transferee.
7. All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Award, shall be considered to have discharged those parts of the Government's obligations under the Award. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Award, to the extent of the amounts paid or reimbursed.
8. The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of the Award or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Award.
9. The Government's execution of this Agreement does not constitute approval by the Government of the terms or conditions of the documents submitted by the Transferor and Transferee in support of their request to assign the Award nor does

it constitute a determination by the Government regarding the allowability of costs incurred by the Transferee pursuant to those documents

10. The Award shall remain in full force and effect, except as modified by this Agreement, and nothing contained herein shall limit the Government's ability to modify the terms and conditions of the Award as the Government finds necessary.
11. This Agreement will take effect as of the date the Government formally incorporates this Agreement into the Award through an Award modification.

THE UNITED STATES OF AMERICA

By _____ Date: _____

Title: Contracting Officer for the Department of Energy

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By _____ Date: _____

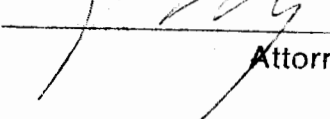
Title _____

BOARD OF TRUSTEES, ST PETERSBURG COLLEGE

By _____ Date: _____

Title _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By  _____
Attorney

CERTIFICATE

I, _____, certify that I am the Clerk of Court for the **PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**, that _____, who signed this Agreement for this entity, was then _____ of this entity; and that this Agreement was duly signed for and on behalf of this entity by authority of its governing body and within the scope of its powers. Witness my hand and official seal this day of _____, 20__.

By _____

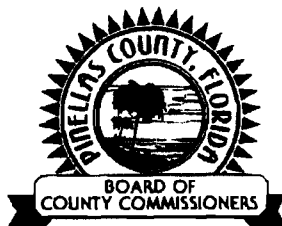
[Seal]

CERTIFICATE

I, _____, certify that I am the Secretary of **BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE**, that _____, who signed this Agreement for this entity, was then _____ of this entity; and that this Agreement was duly signed for and on behalf of this entity by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____, 20__.

By _____

[Corporate Seal]



BOARD OF COUNTY COMMISSIONERS

DATE: July 26, 2011
AGENDA ITEM NO. 19

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Approval of transfer of Congressionally Directed Project Award DE-EE0001207, Pinellas County Regional Urban Sustainability Demonstration and Education Facility from Pinellas County to St. Petersburg College via Department of Energy contract modification.

Department:

Parks and Conservation Resources

Staff Member Responsible:

Paul Cozzie, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE, THE CHAIR SIGN, AND THE CLERK ATTEST THE LETTER REQUESTING TRANSFER OF THE FUNDING AGREEMENT DE-EE0001207 WITH THE DEPARTMENT OF ENERGY (DOE) TO ST. PETERSBURG COLLEGE (SPC).

Summary Explanation/Background:

Pinellas County is the recipient of a Congressionally Directed Project from Congressman C.W. Bill Young through the Department of Energy (DOE) in the amount of \$475,750 for a project called the "Pinellas County Regional Urban Sustainability Demonstration and Education Facility". This project locally is called the Pinellas Green Home. At the March 22, 2011 meeting, the Board directed staff to explore partnership with SPC. An acceptable process to transfer this funding agreement from Pinellas County to SPC has been arranged with DOE. Pinellas County has drafted a letter for the Board Chair signature that includes all the DOE requirements for transfer. DOE requests this signed letter be submitted. At this time Pinellas County will no longer have any contractual obligations for this funding agreement. SPC has been asked to submit an application for the funding to convert the project to them after receipt of the Pinellas County letter.

Fiscal Impact/Cost/Revenue Summary:

Loss of future grant funding of \$475,750. To date none of this funding was spent.

Exhibits/Attachments Attached:

March 22, 2011 Agenda Item 24
Letter to DOE

March 22, 2011

- #24 Final negotiated agreement with Hennessy Construction Services for the pre-construction phase of the Construction Management at Risk Services for the Pinellas Green Home (Contract No. 090-0412-NC) denied (Parks and Conservation Resources/Real Estate Management/Purchasing).

Commissioner Roche moved, seconded by Commissioner Welch, that the item be approved.

Motion	-	Commissioner Roche
Second	-	Commissioner Welch

Administrator LaSala presented information relating to the Pinellas Green Home, and indicated that the project would demonstrate state-of-the-art conservation and alternative energy technologies, green building techniques, improved indoor air quality, hurricane protection, and reduced energy and water consumption through the use of a wide variety of building techniques, methods, and products; whereupon, in response to queries by Commissioner Welch, Director of Real Estate Management Paul S. Sacco related that the grant ceiling for the project is \$475,750.00; that the intent of the grant is to showcase green technologies for the benefit of the general public and the building community; and that while a listing of all of the technologies to be used in the home has yet to be finalized, it will be provided to the members when available; and discussion ensued regarding the amount of time staff would need to dedicate to the project.

Responding to queries and comments by Commissioners Bostock and Brickfield, Director of Parks and Conservation Resources Paul A. Cozzie presented background information relating to the project, and indicated that the Pinellas Green Home would be designed to resemble a 2,000 square-foot single family home with a one car garage; that the proposed location is at the west end of the Parks and Conservation Resources/Extension building; that it would take advantage of the adjacent meeting rooms, public restrooms, and parking area and would utilize existing staff; that various green home products and systems would be on display for educational purposes; that annual visitation is estimated at 30,000 visitors and would add to the combined experiences at Pinewood Cultural Park; and that the project would be designed and constructed to meet Leadership in Energy and Environmental Design (LEED) certification, which is a grant requirement; whereupon, Commissioner Roche indicated that he would support the project from a case-study perspective.

March 22, 2011

Mr. Cozzie indicated that project funding is through a Department of Energy (DOE) grant; and that a required one-to-one match of in-kind staff labor would be provided by Pinellas County Government, the University of Florida Extension, and the Bushnell Center for Urban Sustainability; whereupon, he presented further information relating to project objectives, and indicated that during the pre-construction phase, the Construction Manager (Hennessey Construction Services) would publicly review and select the products and systems to be used in the home; that the construction documents would then be completed; that the Construction Manager would subsequently develop a Guaranteed Maximum Price (GMP); and that finally the GMP would be submitted to the Board for consideration to initiate the construction process.

Mr. Cozzie provided a financial breakdown of the DOE grant, indicating that approximately \$175,000.00 would go toward the basic construction of the Pinellas Green Home; that a large share would fund the various energy saving features and technologies to be incorporated into the home; and that approximately \$125,000.00 would go toward educational and interactive displays. In response to queries and comments by Commissioner Roche, Mr. Cozzie related that the yearly operations and maintenance costs for the building are expected to be between \$11,000.00 and \$12,000.00. He indicated that if the project were not completed by September 2013, the funding would be required to be returned to the DOE; that if Pinellas County rejected the grant it would not be required to complete the project; and that Pinellas County needs to inform the DOE if it does not intend to expend those dollars; whereupon, Mr. Bennett opined that, although he has not reviewed the agreement, he does not believe that the County would be subject to any penalties if it were to reject the grant.

Prior to the vote, Administrator LaSala related that due to member concerns regarding the Pinellas Green Home, staff conducted research on two project alternatives, including (1) entering into a partnership with St. Petersburg College (SPC) for the building to be on its campus and (2) retrofitting an existing building; whereupon, upon call for the vote, the motion to approve the agreement failed by a vote of 3 to 3, with Commissioners Bostock, Brickfield, and Morroni casting the dissenting votes.

Vote - 3 – 3 (Commissioners Bostock, Brickfield, and
Morroni dissenting)

Following the vote, Administrator LaSala presented information regarding the two alternatives, relating that Pinellas County and SPC could enter into a partnership in which the building would be located at the Seminole Campus and the grant would be transferred to the college; whereupon, he indicated that even though having SPC as a partner would be an advantage, there are several disadvantages, including that the grant may not be

March 22, 2011

transferrable; that grant deadlines may not be met; and that any side benefits of people visiting Heritage Village and the Botanical Gardens would be lost.

Administrator LaSala related that a building retrofit would have similar disadvantages with regard to grant transferability and deadlines; and that there would be issues relating to public access, parking, and educational features; whereupon, he indicated that both alternatives have many qualifiers, conditions, and caveats, and Commissioner Morroni and Chairman Latvala provided input.

Commissioner Morroni indicated that he had originally voted against the item, and related that, in his opinion, the green home should be located at the SPC Seminole Campus rather than the County Extension location since people are constantly traversing the campus grounds; and remarked that spending approximately \$475,000.00 of taxpayer money on a 2,000 square-foot home is excessive. Commissioner Welch indicated that the project will offer information and increase knowledge to both the building community and county residents; that the base construction is actually only \$175,000.00; and that he considers the project a worthwhile long-term investment for the community, and Chairman Latvala concurred; whereupon, she related that Habitat for Humanity sees the value in building green homes; that the public desires information regarding green practices and a place to see those practices put into action; that utility costs will only increase over time; and that learning to do things better, cheaper, and faster is beneficial to county government and to the citizens.

Thereupon, Commissioner Welch indicated that he would not vote on the item if it were to involve St. Petersburg College due to a conflict of interest and, in accordance with the provisions of the Standards of Conduct Law, submitted a Memorandum of Voting Conflict, which has been filed and made a part of the record.

In response to queries by Chairman Latvala, Administrator LaSala confirmed that St. Petersburg College is willing to proceed with a partnership; and that placing the home at the SPC Campus would require a grant modification; whereupon, Mr. Cozzie pointed out that the grant was obtained through the office of Congressman Bill Young; and emphasized that the County would need to work with the Congressman's office as part of the grant application modification to be submitted to the Department of Energy.

March 22, 2011

Thereupon, Dr. James Oliver, Seminole Campus Provost for St. Petersburg College, presented information relating to the facilities and programs at the Seminole Campus, including the Environmental Science Technology program and the Natural Habitat Park, and confirmed that the college is interested in exploring the possibility of having the grant transferred to the college and taking over the project, but cannot make a commitment at this time. Susan Reiter, SPC Vice President of Facilities Planning and Institutional Services, provided further information and reiterated that the college would be interested in discussing the project; whereupon, Commissioner Morroni restated his preference that the project home be located at any one of the SPC campuses and not at the Extension property.

Thereupon, Commissioner Brickfield moved, seconded by Commissioner Morroni and carried, that staff be authorized to begin negotiations to transfer the grant out of the authority of Pinellas County and to St. Petersburg College. Upon call for the vote, the motion carried 5 to 0, with Commissioner Welch abstaining.

Motion	-	Commissioner Brickfield
Second	-	Commissioner Morroni
Vote	-	5 – 0 (Commissioner Welch abstaining)

- #25 Authorization granted to advertise public hearings to be held on April 12 and 26, 2011 to consider proposed amendments to Chapter 138 (zoning provisions) of the Pinellas County Land Development Code regarding restrictions on the location of health care facilities and mobile home parks within hazardous coastal areas (Planning).

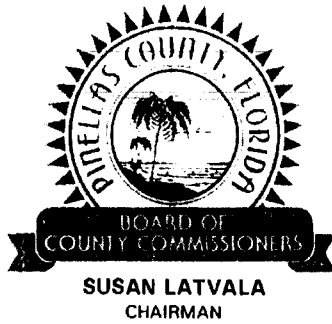
Motion	-	Commissioner Morroni
Second	-	Commissioner Welch

In response to queries by Commissioner Roche, Administrator LaSala agreed to provide the members with a listing of existing health care facilities and mobile home parks that are located within hazardous coastal areas, and clarified that the proposed amendments would be to restrict future construction in those areas.

Vote	-	6 – 0
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- #26 Other Administrative Matters

Administrator LaSala provided a report regarding the Salvation Army and a Request For Information (RFI) relating to the provision of probation services, noting that the request will be released within 30 days.



PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

PHONE (727) 464-3276 • FAX (727) 464-3022 • 315 COURT STREET • CLEARWATER, FLORIDA 33756
www.pinellascounty.org

July 26, 2011

Ms. Anne Cary
Contract Specialist
U.S. Department of Energy
National Energy Technology Laboratory
P.O. Box 10940 (M/S 921-107)
Pittsburgh, PA 15236-0940

RE: Award DE-EE0001207, Pinellas County Regional Urban Sustainability Demonstration and Education Facility

Dear Ms. Cary:

Pinellas County is the recipient of a Congressionally Directed Project from Congressman C.W. Bill Young through the Department of Energy (DOE) in the amount of \$475,750 for a project called the "Pinellas County Regional Urban Sustainability Demonstration and Education Facility".

Due to an unanticipated strong recession, leading to severe reductions in force and budgetary constraints, Pinellas County began to investigate alternatives to development of this project on County property. Staff was directed by the Board of County Commissioners on March 22, 2011 to explore potential partnership with nearby Seminole Campus of St. Petersburg College (SPC). SPC has an excellent sustainability program, a good working relationship with Pinellas County and expressed interest in the project.

Via this letter, Pinellas County is requesting that Award DE-EE0001207 be transferred from Pinellas County to St. Petersburg College. The project title of "Pinellas County Regional Urban Sustainability Demonstration and Education Facility" remains appropriate since the facility will still be located in Pinellas County; just a few miles from its original proposed location and



it will remain a regional facility. Being located on the campus of a college that teaches sustainability as part of its curriculum supports the facility's utilization as a demonstration and education enhancement for urban sustainability.

Both Pinellas County and SPC acknowledge that transfer of this project will not affect the basic goals of the original Congressionally Directed Project. SPC has been advised by Pinellas County that they must meet the cost share requirements of this project with non-federal funds.

Pinellas County is grateful to have received this Congressionally Directed Project and regrets the unfortunate timing and circumstances that result in our request to transfer the project. We do believe that transfer to SPC is an excellent solution that retains the project locally and still provides the benefits to the citizens and visitors to Pinellas County. Thank you for your assistance with these efforts.

Please contact me at 727-464-3377 with any questions.

Sincerely,

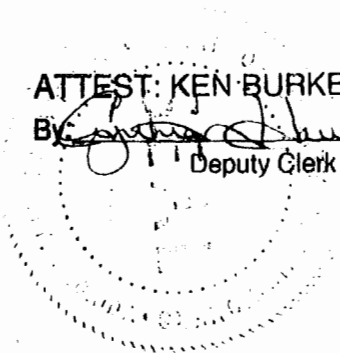


Susan Latvala, Chairman
Pinellas County Commission

ATTEST: KEN BURKE, CLERK

By: 

Deputy Clerk



RECIPIENT CHANGE REQUEST QUESTIONNAIRE
Pinellas County DE-EE0001207

Approximate percentage of project completed to date: No Federal funds expended.
Total amount of award (total project cost): \$475,750
Required Cost Share Percentage: \$475,750
List any other DOE Financial Assistance Awards or DOE Contracts currently held by Recipient: 1. EECBG-Energy Efficiency Conservation Block Grant, DE-EE0000795 with completion date 8/30/12 2. Northeast STAR Site <u>Ground Lease</u> for 6.2 acres, Agreement No. MILM00150

Proposed Transferee: Saint Petersburg College (SPC)-Seminole Campus
Address: Seminole Campus address: 9200 113 th Street, Seminole, FL 33772
Principal Investigator: Susan Reiter ^{Jason Green} , PO Box 13489, St. Petersburg, Florida, 33733-3489, 727-341- ³²⁸³ 3267 , reiter.susan@spcollege.edu ^{Green.Jason@spcollege.edu}

"Recipient" = the existing awardee or entity selected for negotiation of award

"Proposed Transferee" = the entity agreeing to perform the award and accept the Recipient's rights and responsibilities under the DOE Award

RECIPIENT CHANGE REQUEST QUESTIONNAIRE
Pinellas County DE-EE0001207

RECIPIENT CHANGE REQUEST QUESTIONNAIRE

Recipient Name: Pinellas County <i>COUNTY OF PINELLAS</i>
Address: 509 East Avenue South, Clearwater FL 337565165
Principal Investigator: Debbie Chayet
DOE Award #: DE-EE0001207

Type of Award: (Check one)	<input type="checkbox"/> Competitive (FOA # _____) <input checked="" type="checkbox"/> Congressionally Directed Project (CDP# _____) <input type="checkbox"/> Unsolicited Proposal
Primary Nature of the Project: (Check one)	<input type="checkbox"/> Education and Outreach <input type="checkbox"/> Research and Development <input checked="" type="checkbox"/> Demonstration or Commercialization
Date of Selection for Negotiation of Award:	
Date of Award: Performance period began 10/01/2009	
Date of event precipitating the need for this change request: July 26, 2011 Letter from Board of County Commissioner Chair requesting transfer of project.	

RECIPIENT CHANGE REQUEST QUESTIONNAIRE
Pinellas County DE-EE0001207

4. What type of agreement has been or will be executed between the Recipient and the Proposed Transferee that is precipitating the request for a change to the DOE Award:

☐ Acquisition – of Recipient by Proposed Transferee

(Purchase of all assets and liabilities; acquiring company continues to function and acquired company ceases to exist)

☐ Asset Sale – from Recipient to Proposed Transferee

(No liabilities transferred, e.g. liquidation pursuant to bankruptcy)

☐ Merger – of Recipient and Proposed Transferee

(Exchange of stock between Recipient and another company resulting in a single company, the Proposed Transferee, replacing both of the old companies)

☐ Consolidation – of Recipient into Proposed Transferee

(All assets and liabilities of Recipient are absorbed by Proposed Transferee and Proposed Transferee retains original identity)

☐ Downstream Merger – of Recipient into Proposed Transferee

(Partially owned subsidiary takes over its parent company)

☐ No agreement will be executed because Proposed Transferee is not a legally separate entity from Recipient and Recipient is only changing name to that of Proposed Transferee.

☐ Assignment and Assumption of Award Agreement from Recipient to Sub-Recipient

X Other, please explain: None. Proposed Transferee agrees to take on responsibility for grant and associated reporting, scope etc.

5. Are there any assets, stock, or ownership interests being sold or transferred to any person or entity other than the Proposed Transferee:

☐ Yes

X No

☐ NA

6. Will the indirect cost rates change as a result of the transfer of the award from the Recipient to the Proposed Transferee:

☐ Yes

☐ No unknown

RECIPIENT CHANGE REQUEST QUESTIONNAIRE
Pinellas County DE-EE0001207

1. Please describe, in detail, the reason for the requested transfer of the DOE Award from Recipient to Proposed Transferee (attach additional pages if necessary):

An unanticipated strong recession leading to severe reductions in force and budgetary constraints brought us to conclusion that Pinellas County would be best served by the transfer of this award to St. Petersburg College.

2. Please describe any financial considerations (including, for example, threat of bankruptcy) that are contributing to the reason for the requested transfer:

Reductions in force and budget exceeding 50% for department slated to operate and maintain proposed project.

3. What is the existing legal relationship between the Recipient and the Proposed Transferee (Check all that apply):

☐ Unrelated entities (e.g. no common owner(s), assets, or employees)

☐ Parent: _____ Subsidiary: _____ % Owned: _____

(Please specify which entity is parent and which entity is Subsidiary)

☐ Joint venture partner. Please describe the nature of the joint venture: _____

☐ Proposed Transferee does not yet exist. Please note details re: formation of proposed Transferee, e.g. formation date, founder, and reason for the formation of the Proposed Transferee: _____

☐ Recipient is legally changing name to _____, but no assets, stock, employees, or other ownership interests are changing. Effective date of name change is: _____

***Attach a certified copy of the document effecting the name change.**

☐ Recipient and Proposed Transferee are Associate or Affiliate Companies (e.g., common owner(s), assets or employees)

☐ Proposed Transferee is a sub-recipient under the award.

☐ Proposed Transferee is a vendor under the award.

X Other, please describe: Both recipient and proposed transferee are public entities under Florida law.

RECIPIENT CHANGE REQUEST QUESTIONNAIRE
Pinellas County DE-BE0001207

7. Please provide the following information:

No Federal Funding was ever expended on this award and no activities were completed.

\$0 Actual Federal Share Spent, As of <u>4/17/2012</u>	\$0 Cost Share Accrued As of <u>4/17/2012</u>

DUNS # of Proposed Transferee: 06-967-4281

Taxpayer ID (TIN) of Proposed Transferee: 591211489

8. Attach any diagrams depicting the existing and/or restructured relationship between the Recipient and the Proposed Transferee.

N/A

9. Attach a list of assets related to the Award (including any Intellectual Property, cash or cash equivalents, service agreements, sublease agreements, and transferred licenses) that have been or are being transferred between the Recipient and the Proposed Transferee.

N/A

10. Attach a certified copy of the Proposed Transferee's formation documentation (e.g. Certificate of Incorporation or Organization).

Contact Saint Petersburg College; formed as public education facility in 1927.

11. Attach a copy of the instrument(s) effecting the transfer of assets from the Recipient to the Proposed Transferee (e.g., bill of sale, certificate of merger, contract, deed, agreement, court decree, etc.)

N/A

RECIPIENT CHANGE REQUEST QUESTIONNAIRE
Pinellas County DE-EE0001207

I am a duly authorized representative of the Recipient and I certify that the answers above are correct to the best of my knowledge.

Charles J. Woodard
(Signature of Authorized Official) *h 12*

5/10/12
Date

Recipient/Transferor

Printed Name of Official: Robert S. LaSala

Title: County Administrator

I am a duly authorized Representative of the Proposed Transferee and I certify that I have reviewed and agree with the Recipients' answers contained in the questionnaire.

William D. Law Jr
(Signature of Authorized Official)

5/31/12
Date

Proposed Transferee

Board of Trustees of St. Petersburg College

Printed Name of Official: William D. Law, Jr., College President and Secretary to the Board of Trustees

Title: _____

SLP

RECIPIENT CHANGE REQUEST QUESTIONNAIRE
Pinellas County DE-EE0001207

Authorization for Release of Award Information

I have requested that the Department of Energy consider assigning Award No DE-EE0001207 to St. Petersburg College (the "Proposed Transferee").

To the extent that the Proposed Transferee does not already have access to the Award files, I agree that the Department of Energy may release any information or documents that the Proposed Transferee requests in order to evaluate the anticipated assignment of the Award.

Mark J. Woodward
(Signature of Authorized Official) *for RSL*

5/10/12
Date

Printed Name of Official: Robert S. LaSala

Title: County Administrator