

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 112-14

AN ORDINANCE

authorizing an agreement with American Public Power Association, Inc. for a Demonstration of Energy and Efficiency Developments (DEED) grant as it relates to the feasibility of using manufactured biomass fuel product at the City's Municipal Power Plant; authorizing an agreement with Missouri Corn Merchandising Council, Inc. for professional and grant management services relating to the DEED grant; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with American Public Power Association, Inc. for a Demonstration of Energy and Efficiency Developments (DEED) grant as it relates to the feasibility of using manufactured biomass fuel product at the City's Municipal Power Plant. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Manager is hereby authorized to execute an agreement with Missouri Corn Merchandising Council, Inc. for professional and grant management services relating to the DEED grant. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit B" attached hereto.

SECTION 3. The sum of \$50,000.00 is hereby appropriated from the FERC/Grant Revenue Account No. 551-0000-461.14-17 to the Power Supply/Biomass Account No. 551-7110-611.10-37.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the FERC/Grant Revenue Account No. 551-0000-461.14-17 to cover the above appropriation.

Director of Finance

AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI
And
AMERICAN PUBLIC POWER ASSOCIATION, INC.

THIS AGREEMENT made as of _____ day of _____, 2014, by and between the City of Columbia, Missouri (hereinafter called the "CITY"), and American Public Power Association, Inc. a not-for-profit corporation organized in the District of Columbia (hereinafter called "APPA"). City and APPA are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Board of Directors of the APPA has established the Demonstration of Energy & Efficiency Developments grant program (hereinafter called "DEED grant") with the purpose to sponsor and conduct activities related to energy innovation that would assist local publicly owned electric/energy utilities in maintaining high quality and economical energy services to their consumers; and

WHEREAS, the CITY desires to purchase Bio-Mass fuel that the State of Missouri permits the CITY to burn at the Municipal Power Plant that will result in a reduction of carbon dioxide produced by the burning of fossil fuels without any major modification to the physical plant or method of operation of the Municipal Power Plant; and

WHEREAS, APPA has awarded the CITY Fifty Thousand Dollars (\$50,000.00) as a DEED grant so that the CITY may explore the feasibility of testing a manufactured biomass fuel product at the CITY's municipal power plant (hereinafter "Project"); and

WHEREAS, the Parties agree that the CITY shall execute an agreement with Missouri Corn Merchandising Council, Inc. to subcontract work on this Project and to perform all of the requirements of the DEED grant for the CITY.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. GRANT AWARD. APPA has awarded a DEED grant for the Project in the amount of Fifty Thousand Dollars (**\$50,000.00**) to CITY. APPA shall disburse the DEED grant as outlined in paragraphs 17 and 18.
2. The Project is outlined in Attachment A, which is incorporated herein by reference. The DEED grant requirements are outlined in Attachment B, which is incorporated herein by reference.
3. The DEED grant shall commence on the date of Agreement execution. CITY is required to complete the DEED grant Project, based on the proposed completion date, as noted in the proposal. Changes to the completion date must be addressed as further described in paragraph 11.
4. It is understood that the key personnel of this project is: **Ryan Williams, City of Columbia Water and Light.**
5. It is the responsibility of the CITY to comply with all terms and conditions of the DEED grant, to use DEED grant funds efficiently and effectively within the approved budget, and to supervise completion of the Project in a diligent and professional manner. This responsibility may be

neither delegated nor transferred without written permission by APPA. The Parties agree that CITY shall use a subcontractor, Missouri Corn Merchandising Council, Inc., as its subcontractor for the work on this Project.

6. If, without written notification to APPA, the Project has not been initiated within six (6) months of the effective date of this Agreement, the Project will be subject to termination by the APPA Board of Directors.
7. The Parties agree that the CITY shall utilize the services of subcontractor Missouri Corn Merchandising Council, Inc. for this Project. If the CITY proposes to hire a subcontractor to work on the Project, other than subcontractor mentioned herein, the CITY shall request APPA's written permission to do so. In addition, it is important that APPA's rights under this Agreement are not diminished in any way by the use of a subcontractor. Therefore, the CITY may enter into agreements as necessary with a subcontractor other than the subcontractor mentioned in CITY's original project proposal to carry out its obligations under this Agreement. At a minimum, any such agreements shall require all subcontractors:
 - (a) To maintain books, records, and other documents and appropriate accounting procedures and practices sufficient to reflect receipt and disposition of Project funds and total costs (direct and indirect) of the Project, to retain such books, records and other documents until the expiration of three (3) years from the date of final payment or completion of the Project, and permit inspection and audit of such books, records or other documents by APPA or its contractors;
 - (b) Not to delegate or transfer to another party the responsibility for carrying out the Project or the use of Project funds unless approved in writing by APPA and the CITY;
 - (c) To notify the CITY and APPA of all proposed major Project changes (such as those identified in paragraph 11 of this Agreement) in a manner consistent with the provisions of that paragraph, and to provide an opportunity for APPA and the CITY to disapprove any such changes in a manner consistent with the provisions of paragraph 12 of this Agreement;
 - (d) Not to terminate the Project except for good cause, and if APPA or the CITY finds that the subcontractor has terminated the Project work without good cause, all funds paid by the CITY to subcontractor shall be returned, at the discretion of APPA, to the CITY or to APPA;
 - (e) To return unexpended funds to the CITY or APPA, as determined by APPA, in the event that the work is terminated for good cause or the work is completed prior to expenditure of all funds; and
 - (f) To expressly agree to having each subcontractor sign Attachment C.

No project shall be commenced without an agreement in the form of Attachment C signed by the subcontractor. The CITY shall provide APPA with a copy of the agreement between the CITY and the subcontractor (including Attachment C) before any payment of the DEED grant award will be made.

8. Accounting for Project funds (including receipts, CITY or other contributions, and expenditures) will be in accordance with generally accepted accounting principles and practices, consistently applied, regardless of the source of funds.

9. The CITY shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly (a) the amount, receipt, and disposition by the CITY of all assistance received for the Project and (b) the total cost of the Project, including all direct and indirect costs of whatever nature incurred for the performance of the Project.

The CITY's facilities or such facilities as may be engaged in the performance of the Project for which the DEED grant has been awarded, and records shall be subject at all reasonable times to inspection and audit by APPA.

The CITY shall preserve and make its records available to APPA until expiration of three (3) years from the date of final payment or completion of the Project under this DEED grant, whichever is later.

10. All APPA assistance received shall be expended by CITY solely for carrying out the approved Project. The CITY may not delegate or transfer responsibility for the use of such funds.
11. The CITY shall promptly notify APPA in writing by e-mail to DEED@PublicPower.org or by certified mail (return receipt requested) of all proposed major Project changes, including, but not limited to:
 - (a) Major changes in the technical plans or specifications for the Project;
 - (b) Acceleration or deceleration in the time of performance of the Project, or any major phase thereof;
 - (c) Major changes that may increase or decrease the total cost of the Project;
 - (d) Major changes that may affect the approved scope of the Project; and
 - (e) Major changed site conditions.
12. APPA may disapprove Project changes in writing not later than three (3) weeks after receipt of notice. Failure on the part of the CITY to give notice, or disapproval by APPA of the proposed change, shall result in disallowance of costs incurred that are attributable to the change.
13. Approved Project changes that do not substantially alter the objective or scope of the Project may give rise to DEED grant amendments to increase or decrease the dollar amount, the term, or other provisions of the DEED grant. A DEED grant amendment shall be effected only by a written amendment to this DEED grant Agreement.
14. CITY shall not terminate the Project except for good cause. If APPA finds CITY has terminated the Project work without good cause, then it shall annul the DEED grant, and all APPA DEED grant funds previously paid to CITY shall be returned as final settlement. The Parties agree that the CITY may terminate the Project for good cause prior to the trial burn if the Bio-Mass Product is not delivered or is not developed according to the CITY's specifications, or if the burning of the Bio-Mass Product would either violate the CITY's operating permit, constitute a major modification under federal law, or otherwise jeopardize the health, safety or welfare of the community or cause damage to property. In the event the Project is terminated for good cause or completed prior to expenditure of all funds provided by APPA, the proportionate share of APPA's DEED grant shall be refunded. Notwithstanding anything to the contrary in this Agreement, APPA may terminate this Agreement at its option with or without cause by providing written

notice to CITY. Unless otherwise stated in the termination notice, termination shall be effective upon receipt of the notice. After the effective date of termination, neither party shall have any further obligation to the other under this Agreement except for CITY's obligations under the provisions where a continuing obligation is implied, and APPA's obligation to pay CITY a portion of the Agreement's fixed price equal to the percentage of work required by the Agreement that is actually completed.

CITY shall deliver to APPA or its designee(s) upon request all information and work in tangible form created or compiled by CITY or its subcontractor(s) in performing services under this Agreement and all information in tangible form that CITY has received in the course of their work under this Agreement from APPA, its employees, its members, and any of their employees, and individuals or firms under contract to APPA.

15. Requests for deviations from this DEED grant Agreement shall be submitted as far in advance as the exigencies of the situation will permit. Each request for a deviation shall contain at a minimum:
 - (a) A full description of the deviation and the circumstances in which it will be used;
 - (b) A description of the intended effect of the deviation; and
 - (c) Detailed reasons supporting the request, including any pertinent background information that will contribute to a better understanding of the deviation sought.
16. Press releases and other public dissemination of information by the CITY shall acknowledge APPA support of the Project through a DEED grant.
17. CITY shall prepare and submit to APPA quarterly Project reports according to directions in the document "Grant Reporting Requirements." These reports will be posted to the DEED Project database, located on APPA's website for viewing by DEED members. Capturing the Project in photos is encouraged. Electronic copies of Project photos taken during the course of the Project term shall be included in the quarterly or final report upload as a .jpeg image file. Photos may be used by APPA/DEED for promotional purposes and CITY grants non-exclusive rights to APPA/DEED for use of said photos. CITY also shall submit to APPA/DEED: (1) an acceptable, detailed final report relating to the conduct and results of the approved Project, describing activities, cost, bibliography, achievements, problems, results, and recommendations, to be submitted within six (6) months of project completion; and (2) a completed "DEED Project Summary Abstract"; and (3) any other deliverable as described in CITY's original proposal or DEED grant approval letter.

APPA will withhold twenty-five percent (25%) of the DEED grant monies pending satisfactory completion of said report and abstract. In the event the final report and abstract are not provided by CITY by the due date, APPA may complete the final report and/or abstract itself or hire a third party to do so. APPA may utilize up to the twenty-five percent (25%) withheld to pay for the costs of production and reduce the amount otherwise available to the CITY in the same amount. It also is understood that an APPA steering committee may make periodic visits to the site of the Project to be briefed on the progress and status of the Project.
18. The standard method of Project payment shall be based on invoices for work completed to date. No more than twenty-five percent (25%) of the total DEED grant award may be provided to CITY at the inception of the Project except in rare instances when the DEED program

administrator may increase this amount up to a total of fifty percent (50%) due to special circumstances.

19. CITY acknowledges that all information, uses, materials and work product, including reports, abstracts, videos, guidebooks and other deliverables, created pursuant to this DEED Grant (the Work) shall be deemed a "work made for hire," as defined in the Copyright Act of 1976, as amended. If for any reason the Work is not deemed to be a "work made for hire," CITY hereby irrevocably assigns to APPA all right, title and interest worldwide, including the copyright and all renewals, in the Work and agrees to execute any necessary paperwork to effectuate such assignment. The CITY shall incorporate a paragraph setting forth the substance of this paragraph 20 in its agreement with the subcontractor. Agreements between CITY and its subcontractor participating in the Project shall contain similar provisions. Equipment purchased in support of the DEED grant may be retained by the CITY after acceptable conclusion of the Project, unless otherwise directed.
20. CITY represents and warrants for itself and any subcontractors that:
 - (a) All information, uses, materials and work product, including reports, created pursuant to this DEED Grant (the Work) are original and not copied from any previous work not already in the public domain or under license to the CITY;
 - (b) CITY and/or its subcontractor is the owner or licensee of all rights necessary and appropriate to grant the rights hereunder with respect to the proposed Project and any portions thereof, including, but not limited to, documents, text photographs, video, pictures, animation, and sound recordings provided by subcontractor; and
 - (c) The Work does not contain any libelous material. To the extent allowed by law, CITY agrees to defend, indemnify, and hold harmless APPA, its officers, directors, and employees for any losses, costs, damages, liabilities and expenses (including attorneys' fees and court costs) arising out of any claim, suits or proceedings alleging facts that any of the content of materials provided by CITY and its subcontractor infringes or violates a U.S. patent, U.S. copyright, U.S. trade secret or trademark of a third party.
21. CITY warrants that no person or agency has been employed or retained to solicit or secure this DEED grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by CITY for the purpose of securing grants or business. For breach or violation of this warranty, APPA shall have the right to annul this DEED grant without liability or in its discretion to deduct from the grant award, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
22. It is understood that this DEED grant Agreement is not a joint venture and that CITY is not an agent of APPA. APPA assumes no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages or loss, or with respect to any claims arising out of any activities undertaken with the financial support of the APPA DEED grant, whether with respect to persons or property of CITY or third parties. To the extent allowed by law, CITY shall indemnify (including court costs and attorneys' fees) APPA if APPA is made a party to any litigation, arbitration, mediation or negotiations for activities connected with this DEED grant Agreement, unless APPA, its employees or agents are found to be grossly negligent or otherwise directly at fault.

23. Except with respect to taxes which may be due as a result of income to APPA, CITY and subcontractor shall be responsible for payment of all taxes for which CITY, subcontractor or APPA may be liable in connection with this Agreement, including any sales, use, or other tax owed for work products delivered or services performed by CITY or subcontractor under this Agreement. Except as required by law, APPA shall not withhold federal, state or local income tax, or any other tax, from any payment to CITY or subcontractor under this Agreement.
24. No waiver of immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the above written date.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

City Counselor

AMERICAN PUBLIC POWER ASSOCIATION

By: Michael Suddleson
Title: DEED Program Director

ATTEST:

Michelle Jace

ATTACHMENT A
ENGINEERED BIO-MASS SCOPE OF WORK
January 20, 2014

Work Product 1 Report on the Regional Biomass Supply Study and on Carbon Neutrality of biomass

The CONTRACTOR shall produce a Report on the Regional Biomass Supply for APPA DEED grant and will conduct research and review of the definition of Biomass Carbon Neutral.

CONTRACTOR's Report shall be a research document which shall include information related to, but not limited to, the biomass availability of the identified region - including Missouri, Illinois, Kansas, Nebraska and Iowa. The report shall also include a review of available literature on biomass carbon neutrality. CONTRACTOR shall conduct interviews with key stakeholders, summarize and report the findings. CONTRACTOR shall also include in its report information about the handling, delivery and storage requirements of available biomass, and the feasibility of creating a sustainable supply chain in addition to addressing transportation requirements.

CONTRACTOR shall submit the Report to the CITY within sixty (60) days from the Notice to Proceed.

Cost for Work Product 1 and the Report - not to exceed \$13,600.

Work Product 2 Report on the Analysis of opportunity for Reuse of Materials for Engineered Solid Fuels

CONTRACTOR shall research and analyze literature and regulatory sources on the reuse of materials including industrial cellulosic waste streams. CONTRACTOR shall also, interview and conduct follow up discussion with key stakeholders in the technical area. , CONTRACTOR shall perform a review of industry accepted approaches to identify other successful permitted reuse of materials incorporated as a bio-fuel technology. CONTRACTOR shall write a report documenting its research and analysis.

CONTRACTOR shall submit the Report to the CITY within one hundred twenty (120) days from the Notice to Proceed with Work Product 2.

Cost for Work Product 2 and the Report - not to exceed \$11,400.

Work Product 3 Report on Trial Burns at the Municipal Power Plant, final report and webinars

CONTRACTOR shall produce an engineering report which shall include all the parameters outlined in the APPA DEED Grant Scope of Service for the proposed test burn of the engineered biomass fuel product at the City of Columbia, Missouri, Municipal Power Plant. The Report

shall include specific engineering data on the site-specific requirements. The Report shall include a review of the past experience at the Columbia Municipal Power Plant with biomass test burns and compare to the data of the engineered biomass. CONTRACTOR shall use test burn data provided by CITY.

CONTRACTOR shall submit the Report to the CITY within one hundred eighty (180) days from the Notice to Proceed with Work Product 3.

CONTRACTOR shall submit the Final Report to the CITY on or before August 31, 2014.

CONTRACTOR shall also conduct a webinar(s) and produce final report for the CITY and APPA to further explain in detail the findings of this Project.

Cost for Work Product 3 final Report and webinar(s) - not to exceed \$25,000.

DEED Grant Requirements

Checklist of Requirements:

- After the award notification letter and contract are received by the utility, an authorized person from the utility must sign the contract agreement and upload it to DEED's grant management system for DEED's signature and effective date. An executed hard copy will be sent back to the utility project manager.
- If a subcontractor is involved in the project, the utility should initiate a contract between itself and the subcontractor to be sure the terms of the APPA/utility contract are met.
- The utility may submit an invoice to initiate work on the project, up to 25% of the grant amount, once the signed contract agreements have been returned to APPA. This payment must be followed with an accounting (including copies of receipts) of how the money was spent before any other payments will be disbursed.

All other payments will be made on a cost-as-incurred basis. Please submit detailed invoices for expenses incurred including information on equipment costs (what was purchased and for how much) and labor costs (how many hours were worked, by who and at what rate). **Twenty-five percent of the grant amount will be withheld until a satisfactory final report and summary abstract have been received by APPA.**

- Quarterly reports are required for grant projects whether or not you receive a request from APPA. Quarterly reports should include a summary of work completed to date on the project and any appropriate attachments including project design diagrams, video storyboards, photographs of the project, etc. (This information also helps us promote your project in APPA newsletters and magazine, so please send us copies of everything you have.) Invoices for the project cannot be paid unless a report on the project has been received within the three months prior to the invoice date. See page 2 for instructions on completing a quarterly report including a sample format.
- The utility is required to complete the DEED grant project based on the proposed start and completion dates noted on the application. If the project falls behind and the proposed completion date will not be met, or the scope of the project changes significantly, notify the DEED administrator in writing immediately.
- The utility must submit to APPA a satisfactory final report for the project. See page 3-4 for instructions on completing a final report including a sample format.
- The utility must submit to APPA a satisfactory summary abstract for the project. See page 4-5 for instructions on how to complete a summary abstract including a sample format.
- The utility must submit to APPA any other deliverable promised in the project application.
- The contract and all reporting for the DEED grant (quarterly reports, abstract, and final report) must be submitted through DEED's grant management system, the same platform where your grant application was submitted. Use this link <https://www.grantinterface.com/Common/LogOn.aspx?eqs=ULUxrLEqb2wLmsCodf0nmRS4F-uRyfsD0>, log in, and upload required documents.
- If a subcontractor is involved in the project, the utility must review and approve the final report, abstract and any deliverable promised in the project proposal before forwarding them to the DEED administrator at APPA.

Contact the DEED Administrator, at DEED@PublicPower.org or 202/467-2900 with any questions related to completing DEED grant requirements.

Quarterly Report Instructions:

The purpose of the quarterly report is to inform the DEED administrator and DEED members about the progress of the project. It is important to be as detailed as possible about the activities taking place on the project in the quarterly reports. It is also important to notify the DEED administrator as soon as possible about any requested changes to the project scope and timeline, as well as noting it in the quarterly report. Generally, quarterly reports are due 15 days after the end of the quarter – April 15, July 15, October 15, and January 15. Submit your report through the DEED grant management software, the same platform where your application was submitted.

Quarterly reports are required for grant projects whether or not you receive a reminder from APPA. This information is to keep us informed of your progress and will also be used to promote your project on the APPA website and in APPA newsletter and magazine articles, so please be as detailed as possible. Invoices cannot be paid unless a report has been received in the three months prior to the invoice date.

The information required for the report is described below. A satisfactory quarterly report should provide the DEED office with detailed information about the progress of the project, any requested adjustments to the scope, completion date, etc. and why those changes are needed. Please provide thorough documentation for each section described below.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

Utility Name and Address • Name and address of sponsoring utility (include other participants under “Additional Notes”).

Key Personnel & Phone Numbers • List personnel from sponsoring utility as well as contractors who worked on the project. Describe the responsibilities each person had during the project. Be sure to notify us of any changes in project management personnel.

Project Subject Areas • These topics/key-words will help DEED members locate your project using the DEED Project Database. Include as many subjects as you think appropriate. Examples include: air quality, batteries, cable, demand-side management, environment, HVAC, load forecasting, performance management, reliability, safety, SCADA, turbines, and voltage control.

Description • Thoroughly describe the scope of the project and any requests for changes to the project scope from that which was originally proposed. Provide information on any events precipitating the need for a change in the project scope.

Dates • Please describe the project’s term as submitted in the original DEED proposal, and if applicable, any requests for changes to that timeline. The DEED administrator must approve all changes, so provide information on the events causing any need for change in the project’s term.

Results to Date • Thoroughly describe what has occurred on the project up to the time of the quarterly report. This section should include all relevant data resulting from the project, and a detailed description of past action on the project.

Future Plans • Describe the upcoming activities on the project, particularly anything you have planned for the next quarter.

Budget • Provide a detailed budget for the project to-date. Provide information on both funding and costs. Please be clear about what the DEED funding is being spent on. It is important to break down budget as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why. A complete budget should show all sources of funding and compare funding totals with each costs (actual versus budgeted), e.g., for each piece of equipment, consultant fees, utility staff time, etc.

Additional Notes • Include additional information about the project that is important to know, but does not fit into any of the previous categories.

Final Report Instructions:

According to Section H of the DEED Policy manual, DEED grant recipients are required to submit, within six months of project completion, a summary abstract and a detailed final report on their project, describing activities, costs, bibliography, achievements, problems, results, and recommendations. Twenty-five percent of the grant will not be released until both reports are satisfactorily completed. An electronic version of the final report is required. This may be submitted through the DEED grant management software, the same platform where your application was submitted. Please log in to upload your document.

The purpose of both the final report and project abstract is to educate staff at other public power utilities about your experiences, whether the outcome is considered successful or not. An unvarnished, simply written, and, above all, candid report is desired and most useful to future researchers; an inaccurate, insubstantial, and needlessly wordy “glossing over” or exaggeration of what really happened is a disservice to all future researchers who would benefit from your lessons learned.

The information required for the report is described below. A satisfactory final report should be a complete history of the project. This includes background information on the utility and reasons why the project was undertaken, the problems(s) to be solved and why this particular solution was chosen over the others. In writing your report, recognize that we more often learn from our mistakes than our successes, so be honest about your experiences with the project and its outcome. Please provide thorough documentation for each section described below.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

General Overview • Include the applicability of the project to other utilities and alternatives available to them (if known), problems that arose during the course of the project and how they were resolved, a discussion of whether the project goals were achieved (and if not, why not), and recommendations regarding the technology/technique.

Purpose • Thoroughly describe why the project was undertaken. Explain the problem the project was intended to solve.

Utility Name and Address • Name and address of sponsoring utility (include other participants under “Additional Notes”).

Utility Description • Include sponsoring utility’s size (i.e., number of customers per class), annual load per class, services offered (i.e., electric, water, etc.), generation resources, and other relevant information.

Key Personnel & Phone Numbers • List personnel from sponsoring utility as well as contractors who worked on the project. Describe the responsibilities each person had during the project.

Description • Thoroughly describe the scope of the project.

Diagram • Not all projects lend themselves to use of a diagram, but most do. The diagram can be a flow- chart, schematic, drawing, graph, or other pictorial that will add to the readers’ understanding of the project. Please include as many of these diagrams, charts, etc. as possible.

Dates • Please describe the project’s term as submitted in the original DEED proposal, and if applicable, as subsequently adjusted and agreed upon by the DEED administrator. Also provide information on the events that caused each change in the project’s term.

Alternatives • Thoroughly describe all known alternatives to the project. To the extent known, for each alternative, include information on the scope of research needed for the project alternative, costs, etc. Include an explanation on why the chosen path was taken.

Results to Date • Thoroughly describe what has occurred on the project up to the time of completion of the DEED grant. This section should include all relevant data resulting from the project.

Status • The status of the project when the DEED grant was concluded.

Applicability • Thoroughly explain how others might use the results of the project. In particular, explain if there are public power systems (those of a particular generation resource, with high distribution losses, etc.) that might find the results of this project especially useful. **VERY IMPORTANT!**

Future Plans • If applicable, provide information about continued or tangential work planned for the project, whether to be conducted by you or another party. If none is planned, discuss, why not.

Equipment • List equipment purchased and/or used for this project, if any. For each piece of equipment, where applicable, include information on its efficiency, and why it was chosen over another brand/size/model, and how it performed for the project.

Budget • Develop funding and cost sections. Under funding, on an annual basis, list all organizations that contributed funds to the project (both monetary and in-kind), including the host utility. Under the costs section, provide annual information about what was spent on the project for hardware, labor, etc.

It is important to break down your budget as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why. A complete budget should show all sources of funding and compare funding totals with each costs (actual versus budgeted), e.g., for each piece of equipment, consultant fees, utility staff time, etc.

Additional Notes • Include additional information about the project that is important to know, but does not fit into any of the previous categories.

References • Include a list of publications referred to during the course of the project and any publications or papers resulting from the project. A bibliography, if available, should be attached.

Summary Abstract Instructions:

A completed DEED Project Report Summary Abstract is required under Sections I and J of the revised DEED Policy Manual (February 2010) for DEED grant recipients. The abstract is considered a summary of the project's final report, and should reflect the same standards. An electronic version of the abstract is required. This may be submitted through the DEED grant management software, the same platform where your application was submitted. Please log in to upload your document.

The abstracts are used to inform other DEED member utilities about your experiences on the project and the project's results. We more often learn from our mistakes than our successes, so be honest about the outcome of the project.

The information required in the abstract is described below. Please provide complete information for each applicable section, however keep in mind that the document length should not exceed four pages.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

Status • The status of the project at the time when the DEED grant was concluded.

Dates • The project term as submitted in the original proposal to the DEED board of directors, or as subsequently adjusted and agreed upon by the DEED administrator.

Purpose • A two or three sentence summary of why the project was undertaken.

Utility Name and Address • Name and address of sponsoring utility. Include other participants under additional notes.

Utility Description • Information should include utility size (i.e. number of customers in all classes), annual load in all classes, services offered (i.e. electric, water, etc.), generation resources, and other relevant information.

Key Personnel & Phone Numbers • Include personnel from utility as well as contractors working on the project.

Project Subject Areas • These topics/key-words will help other members locate your project using the DEED Project Database. Include as many subjects as you think appropriate. Examples include: air quality, batteries, cable, demand-side management, environment, HVAC, load forecasting, performance management, reliability, safety, SCADA, turbines, and voltage control.

Results to Date • Provide summary of what has occurred on the project up to the time of completion of the DEED grant.

Description • Describe the scope of the project including information about how it was completed.

Background • Explain the problem the project was intended to solve.

Applicability • Explain how other utilities might use the results of the project to benefit their operations. Explain here if there are public power systems (those of a particular size, with a particular generation resource, with high distribution losses, etc.) that might find the results of this project especially useful. **VERY IMPORTANT!**

Alternatives • List other options that would help with the problem this project was intended to solve.

Diagram • Not all projects lend themselves to use of a diagram, but most do. The diagram can be a flow-chart, schematic, drawing, graph, or other artwork that will add to readers' understanding. Send us originals of the diagram, chart, etc., with the disk and scan them, if possible, onto the disk as an EPS or TIFF file. (Be sure to tell us if you want the original returned.)

Equipment • List equipment purchased and/or used for this project.

Performance • Give specific information about results to date. This section should include any relevant data resulting from the project.

Future Plans • Provide information about continued work planned for the project (may not be applicable).

Budget • Under funding, list all the organizations, including the utility, that contributed funds to cover the cost of the project. Under the costs section, give information about what was actually spent on the project for hardware, labor, etc. It is important to break down this information as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why.

Additional Notes • Include information about the project that is important to know, but does not fit into any of the previous categories.

References • Include a list of publications referred to during the course of the project and any publications or papers resulting from the project.

ATTACHMENT C

Work Made for Hire Assignment Agreement:

Agreement made by and between _____ 1) [a United States Citizen residing at _____ and born in 19____] or _____ 2) [a corporation located and doing business at _____] (hereinafter referred to as the "Subcontractor") and, American Public Power Association, a corporation of the District of Columbia located and doing business at 1875 Connecticut Avenue, Northwest, Washington, D.C., 20009 (hereinafter referred to as "Commissioning Party").

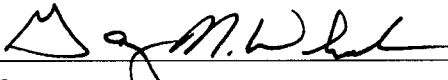
WHEREAS, the Subcontractor is not an employee of the Commissioning Party; and

WHEREAS, the Subcontractor was commissioned by the Commissioning Party to create ***Engineered Biomass Reports***" (see Attachment A) (hereinafter the "Scope of Work") at the request of and for the benefit of the Commissioning Party.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows;

1. Subcontractor represents and warrants its contribution to the Work was original and not copied from any previous work not already in the public domain, or under license to Subcontractor. Subcontractor shall indemnify and hold the Commissioning Party harmless for any claim that the Work infringes the rights of any third-party.
2. Subcontractor further represents and warrants that his/her contribution was or will be created solely by him/herself, without assistance from any third-party, to be the extent any third-party contributed to the creation of the Subcontractor's contribution to the Work, Subcontractor shall secure a "work for hire/assignment" agreement incorporating the same terms as this agreement, signed by any contributing party.
3. The parties (including any third-party contributors) acknowledge that the Work shall be deemed to be a "work made for hire," as defined in the Copyright Act of 1976, as amended. If for any reason the Work is deemed not to be a "work made for hire," the Subcontractor (and any third-party contributors) will upon request and without further consideration from the Commissioning Party, irrevocably assign(s) to the Commissioning Party all right, title and interest worldwide, including the copyright and all renewals in the Work.
4. Subcontractor (including any third-party contributors) hereby acknowledges that [it or he/she] is an independent contractor for purposes of this Agreement.

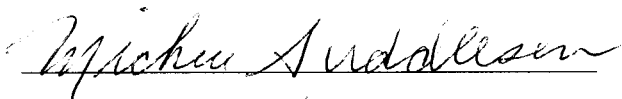
Subcontractor:
MISSOURI CORN MERCHANDISING COUNCIL,
INC.

By: 
Name: Gary M. Wheeler
Title: Deputy Exec. Director
Date: 4/4/2014

Third-party Contributor (if any): Engenuity Worldwide LLC

By: 
Name: Nancy Heimann
Title: CEO
Date: 4/4/2014

Commissioning Party:
AMERICAN PUBLIC POWER ASSOCIATION

By: 
Name: Michele Suddleson
Title: DEED Program Director
Date: 3/14/2014

AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI,
And
MISSOURI CORN MERCHANDISING COUNCIL, INC.

THIS AGREEMENT made as of _____ day of _____, 2014, by and between the City of Columbia, Missouri, hereinafter called the "CITY", and Missouri Corn Merchandising Council, Inc., with an office in Jefferson City, Missouri, a non-profit corporation organized in the State of Missouri, hereinafter called the "CONTRACTOR". CITY and CONTRACTOR are each individually referred to herein as a "Party" and collectively as the "Parties".

Whereas, American Public Power Association (hereinafter "APPA") has awarded the CITY fifty thousand dollars (\$50,000.00) as a Demonstration of Energy and Efficiency Developments grant (hereinafter "DEED grant") so that the CITY may explore the feasibility of testing a manufactured biomass fuel product at the CITY's municipal power plant; and

Whereas, CONTRACTOR represents that CONTRACTOR possesses the necessary expertise to perform the requirements set forth herein; and

Whereas, CITY needs the assistance of CONTRACTOR to perform the requirements of the DEED grant.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 CONTRACTOR shall not undertake to begin any of the services contemplated by this Agreement until directed in writing to do so by CITY. CITY may elect to authorize the Project as a whole or in parts.

SECTION 2 - BASIC SERVICES OF CONTRACTOR

2.1 General

2.1.1 Perform professional services and grant management services as set forth in Attachment A - "Scope of Work", dated January 20, 2014. All services provided by CONTRACTOR shall comply with the requirements of the DEED grant, as set forth in Attachment B. CONTRACTOR shall provide the professional services required by the APPA DEED grant and required by this Agreement, and shall give consultation and advice to CITY during the performance of the services. All services shall be performed

either under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field or under the direction of a research scientist qualified in the particular field and approved in writing by the CITY.

2.1.2 The CONTRACTOR shall dedicate whatever additional resources are necessary to accomplish the Project within the specified time frame. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 The CONTRACTOR shall furnish such periodic reports as the CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by the CITY to assure proper accounting for all Project funds. These records must be available to the CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

2.4 The CONTRACTOR shall comply with all terms and conditions of the DEED grant, contained in Attachment B. CONTRACTOR shall provide any and all reports and status updates as required by APPA or the DEED grant. This shall include Grant Project Quarterly Reports, the DEED Requirements for Grant Project Final Reports, the DEED Grant Summary Abstracts and the completing the Checklist for a DEED Grant Project.

2.5 Compliance with DEED grant requirements

CONTRACTOR shall comply with all of the terms and conditions of the DEED grant, the grant program and the CITY's Agreement with APPA. It is the responsibility of CONTRACTOR to comply with all terms and conditions of the DEED grant, to use grant funds efficiently and effectively within the approved budget, and to supervise completion of the Project in a diligent and professional manner; this responsibility may be neither delegated nor transferred without written permission by APPA and CITY.

2.5.1 CONTRACTOR shall comply with all terms of the DEED grant including, but not limited to, the following: (a) to maintain books, records, and other documents and appropriate accounting procedures and practices sufficient to reflect receipt and

disposition of Project funds and total costs (direct and indirect) of the Project, to retain such books, records and other documents until the expiration of three years from the date of final payment or completion of the Project, and permit inspection and audit of such books, records or other documents by APPA or its contractors; (b) not to delegate or transfer to another party the responsibility for carrying out the Project or the use of Project funds unless approved in writing by APPA and CITY; (c) to notify CITY and APPA of all proposed major Project changes in a manner consistent with the provisions of the DEED grant Agreement, and to provide an opportunity for APPA and CITY to disapprove any such changes in a manner consistent with the provisions of the DEED grant Agreement; (d) not to terminate the Project except for good cause, and if APPA or CITY finds that the CONTRACTOR has terminated the Project work without good cause, all funds paid by CITY to CONTRACTOR shall be returned, at the discretion of APPA and CITY, to CITY or to APPA; (e) to return unexpended funds to CITY or APPA, as determined by APPA and CITY, in the event that the work is terminated for good cause or the work is completed prior to expenditure of all funds; and (f) to sign Attachment C before beginning any work on the Project and to require any and all subcontractors to sign Attachment C before beginning any work on the Project; (g) CONTRACTOR shall provide the original signed Work Made for Hire Agreements to CITY prior to beginning work on the Project.

2.5.2 No project shall be commenced without an agreement in the form of Attachment C signed by the CONTRACTOR and any subcontractor. CITY shall provide APPA with a copy of the Agreement between CITY and CONTRACTOR (including Attachment C) before any payment of the grant award will be made. If CONTRACTOR uses any subcontractors to complete work on this Project, CONTRACTOR shall have written agreements with any such subcontractor. Said written agreements shall include compliance with the terms of this Agreement and shall include the requirement that the subcontractors execute Work Made for Hire Agreements contained in Attachment C.

2.5.3 Accounting

Accounting for Project funds (including receipts, CITY or other contributions, and expenditures) will be in accordance with generally accepted accounting principles and practices, consistently applied, regardless of the source of funds. CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly (a) the amount, receipt, and disposition by CONTRACTOR of all assistance received for the Project and (b) the total cost of the Project, including all direct and indirect costs of whatever nature incurred for the performance of the Project.

2.5.4 Audits and inspections

CONTRACTOR's facilities or such facilities as may be engaged in the performance of the Project for which the DEED grant has been awarded, and records

shall be subject at all reasonable times to inspection and audit by APPA and CITY. CONTRACTOR shall preserve and make its records available to APPA and CITY until expiration of three (3) years from the date of final payment or completion of the Project under this DEED grant, whichever is later.

2.5.5 All APPA assistance received shall be expended by CONTRACTOR solely for carrying out the approved Project. CONTRACTOR may not delegate or transfer responsibility for the use of such funds.

2.5.6 CONTRACTOR shall promptly notify CITY and APPA in writing by email to APPA at DEED@PublicPower.org and by emailing CITY at rpwillia@gocolumbiamo.com or by certified mail (return receipt requested) of all proposed major Project changes, including, but not limited to:

- (a) Major changes in the technical plans or specifications for the Project;
- (b) Acceleration or deceleration in the time of performance of the Project, or any major phase thereof;
- (c) Major changes that may increase or decrease the total cost of a Project;
- (d) Major changes that may affect the approved scope of a Project; and
- (e) Major changed site conditions.

APPA and CITY may disapprove Project changes in writing not later than three (3) weeks after receipt of notice. Failure on the part of CONTRACTOR to give notice, or disapproval by APPA or by CITY of the proposed change, shall result in disallowance of costs incurred that are attributable to the change. Approved Project changes that do not substantially alter the objective or scope of a Project may give rise to grant amendments to increase or decrease the dollar amount, the term, or other provisions of the DEED grant. A grant amendment shall be effected only by a written amendment to this Agreement.

2.5.7 Requests for deviations from this DEED grant Agreement shall be submitted as far in advance as the exigencies of the situation will permit. Each request for a deviation shall contain at a minimum:

- (a) A full description of the deviation and the circumstances in which it will be used;
- (b) A description of the intended effect of the deviation; and
- (c) Detailed reasons supporting the request, including any pertinent background information that will contribute to a better understanding of the deviation sought.

2.5.8 CONTRACTOR shall prepare and submit to APPA and CITY quarterly Project reports according to directions in the document "Grant Reporting Requirements." These

reports will be posted to the DEED Project database, located on APPA's website for viewing by DEED members. Capturing the Project in photos is encouraged. Electronic copies of Project photos taken during the course of the Project term shall be included in the quarterly or final report upload as a .jpeg image file. Photos may be used by APPA/DEED for promotional purposes and CONTRACTOR grants non-exclusive rights to APPA/DEED and CITY for use of said photos. CONTRACTOR also shall submit to APPA/DEED and CITY: (1) an acceptable, detailed final report relating to the conduct and results of the approved Project, describing activities, cost, bibliography, achievements, problems, results, and recommendations, to be submitted within six (6) months of Project completion; and (2) a completed "DEED Project Summary Abstract"; and (3) any other deliverable as described in CITY's original proposal or grant approval letter. APPA will withhold twenty-five percent (25%) of the DEED grant monies pending satisfactory completion of said report and abstract. In the event the final report and abstract are not provided by the CONTRACTOR to CITY by the due date, CITY may complete the final report and/or abstract itself or hire a third party to do so. CITY may utilize up to the twenty-five percent (25%) withheld to pay for the costs of production and reduce the amount otherwise available to the CONTRACTOR in the same amount. It also is understood that an APPA steering committee or CITY may make periodic visits to the site of the Project to be briefed on the progress and status of the Project.

2.5.9 The standard method of Project payment shall be based on invoices for work completed to date.

2.5.10 CONTRACTOR acknowledges that all information, uses, materials and work product, including reports, abstracts, videos, guidebooks and other deliverables, created pursuant to this DEED Grant (the Work) shall be deemed a "work made for hire," as defined in the Copyright Act of 1976, as amended. If for any reason the Work is not deemed to be a "work made for hire", CONTRACTOR hereby irrevocably assigns to APPA all right, title and interest worldwide, including the copyright and all renewals, in the Work and agrees to execute any necessary paperwork to effectuate such assignment. CONTRACTOR shall incorporate a paragraph setting forth the substance of this paragraph and section 2.5.11 in its agreement with any subcontractors. Contracts between CONTRACTOR and its subcontractor participating in the Project shall contain similar provisions. Equipment purchased in support of the DEED grant may be retained by CITY after acceptable conclusion of the Project, unless otherwise directed.

2.5.11 CONTRACTOR represents and warrants for itself and any subcontractors that: (a) All information, uses, materials and work product, including reports, created pursuant to this DEED Grant (the Work) are original and not copied from any previous work not already in the public domain or under license to the CONTRACTOR; (b) CONTRACTOR and/or its subcontractor is the owner or licensee of all rights necessary

and appropriate to grant the rights hereunder with respect to the proposed Project and any portions thereof, including, but not limited to, documents, text photographs, video, pictures, animation, and sound recordings provided by subcontractor; and (c) the Work does not contain any libelous material. CONTRACTOR agrees to defend, indemnify, and hold harmless APPA, its officers, directors, and employees and CITY, its officers, directors and employees, for any losses, costs, damages, liabilities and expenses (including attorneys' fees and court costs) arising out of any claim, suits or proceedings alleging facts that any of the content of materials provided by CONTRACTOR and its subcontractor infringes or violates a U.S. patent, U.S. copyright, U.S. trade secret or trademark of a third party.

2.5.12 CONTRACTOR warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the CONTRACTOR for the purpose of securing grants or business. For breach or violation of this warranty, APPA shall have the right to annul this DEED grant without liability or in its discretion to deduct from the grant award, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

2.5.13. It is understood that this DEED grant Agreement is not a joint venture and that CONTRACTOR is not an agent of APPA. APPA assumes no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages or loss, or with respect to any claims arising out of any activities undertaken with the financial support of the APPA DEED grant, whether with respect to persons or property of the CITY or third parties. CONTRACTOR shall indemnify (including court costs and attorneys' fees) APPA if APPA is made a party to any litigation, arbitration, mediation or negotiations for activities connected with this DEED grant Agreement, unless APPA, its employees or agents are found to be grossly negligent or otherwise directly at fault. CONTRACTOR shall indemnify (including court costs and attorneys' fees) CITY if CITY is made a party to any litigation, arbitration, mediation or negotiations for activities connected with this DEED grant Agreement, unless CITY, its employees or agents are found to be grossly negligent or otherwise directly at fault.

2.5.14 Except with respect to taxes which may be due as a result of income to APPA or CITY, CONTRACTOR and subcontractor shall be responsible for payment of all taxes for which CONTRACTOR, subcontractor, CITY or APPA may be liable in connection with this Agreement including any sales, use, or other tax owed for work products delivered or services performed by CONTRACTOR or subcontractor under this Agreement. Except as required by law, APPA and CITY shall not withhold federal, state or local income tax, or any other tax, from any payment to CONTRACTOR or subcontractor under this Agreement.

2.5.15 If, without written notification to APPA and CITY, the Project has not been initiated within six (6) months of the effective date of this Agreement, the Project will be subject to termination by the DEED Board of Directors and CITY.

SECTION 3 - RESPONSIBILITIES OF CITY

3.1 Provide full information as to CITY's requirements for the Project.

3.2 Assist CONTRACTOR by placing at CONTRACTOR's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Attachment A - "Scope of Work", dated January 20, 2014.

3.3 Guarantee access to and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform his services under this Agreement.

3.4 Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by CONTRACTOR and render in writing decisions pertaining thereto.

3.5 Designate Ryan P. Williams, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.6 Give prompt written notice to CONTRACTOR whenever CITY observes or otherwise becomes aware of any defect in the Project.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

4.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

4.3 Services shall be started within ten (10) calendar days of Notice to Proceed and

the Final Report is to be completed on or before August 31, 2014. All services pursuant to this Agreement shall be completed no later than August 31, 2014.. CITY has established performance times for individual phases or elements of the Project as is outlined in the Attachment A. CONTRACTOR agrees to comply with the performance schedule outlined in Attachment A.

SECTION 5 - PAYMENTS TO CONTRACTOR

5.1 Amount of Payment

5.1.1 For services performed, CITY shall pay CONTRACTOR the sum of amounts determined as follows:

Upon satisfactory completion of Work Product 1, an amount not to exceed thirteen thousand six hundred dollars (\$13,600.00).

Upon satisfactory completion of Work Product 2, an amount not to exceed eleven thousand four hundred dollars (\$11,400.00).

Upon satisfactory completion of Work Product 3, an amount not to exceed twenty-five thousand dollars (\$25,000.00)

5.1.2 Total payment for Scope of Work and all other expenses and costs to the CITY under this Agreement and described herein **shall not exceed fifty thousand dollars (\$50,000.00).**

5.2 Payments

5.2.1 The CONTRACTOR shall submit an invoice for services rendered to the CITY at the conclusion of each of the three Work Products. CONTRACTOR's invoices and records shall contain the level of detail required by the DEED grant. Upon receipt of the invoice and progress report, the CITY will submit the request for payment to American Public Power Association. As soon as practical following the CITY's receipt of payment from American Public Power Association, CITY will pay the CONTRACTOR for the services rendered, provided the CITY does not contest the invoice.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 CONTRACTOR's insurance: CONTRACTOR agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance

maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this Agreement

Commercial General Liability CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars **(\$1,000,000)** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability.

Business Automobile Liability CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars **(\$1,000,000)** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the CONTRACTOR's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

Additional Insured CONTRACTOR agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia." CONTRACTOR shall not be required to insure the CITY for the CITY's own fault.

Waiver of Subrogation CONTRACTOR agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance CONTRACTOR agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. CONTRACTOR shall provide policy endorsements that shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the

CITY as additional insured in an amount as required in this Agreement and contain a description of the Project or work to be performed.

Right to Revise or Reject CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

6.1.2 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, CONTRACTOR shall indemnify and hold harmless the CITY of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of CONTRACTOR, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONTRACTOR or a subcontractor for part of the services), of anyone directly or indirectly employed by CONTRACTOR or by any subcontractor, or of anyone for whose acts the CONTRACTOR or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require CONTRACTOR to indemnify, hold harmless or defend the CITY of Columbia from its own negligence, except as set out herein.

6.1.3 Professional Oversight Indemnification

The CONTRACTOR understands and agrees that CITY has contracted with CONTRACTOR based upon CONTRACTOR's representations that CONTRACTOR is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CONTRACTOR agrees to defend, indemnify and hold and save harmless the CITY from any and all claims, settlements and judgments whatsoever arising out of the CITY's alleged negligence in hiring or failing to properly supervise the CONTRACTOR.

The insurance required by this Agreement shall include coverage which shall meet CONTRACTOR's obligations to indemnify the CITY as set out above and the CITY shall be listed as an additional insured for such insurance.

6.2 Professional Responsibility

6.2.1 CONTRACTOR will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with

customarily accepted good professional engineering practices. If the CONTRACTOR fails to meet the foregoing standard, CONTRACTOR will perform at its own cost, and without reimbursement from CITY, the professional engineering services necessary to correct errors and omissions which are caused by CONTRACTOR's failure to comply with above standard, and which are reported to CONTRACTOR within one (1) year from the completion of CONTRACTOR's services for the Project.

6.2.2 In addition, CONTRACTOR will be responsible to CITY for damages caused by its negligent conduct during its activities at the municipal power plant or in the field.

6.3 Changes

CITY shall have the right to make changes within the general scope of CONTRACTOR's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the CITY and the President or any Vice President of the CONTRACTOR.

6.4 Suspension of Services

Should CITY fail to fulfill its responsibilities as provided under Section 3 to the extent that CONTRACTOR is unduly hindered in his services or if CITY fails to make any payment to CONTRACTOR on account of its services and expenses within ninety (90) days after receipt of CONTRACTOR's bill therefor, CONTRACTOR may, after giving seven (7) days written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

6.5 Termination

CONTRACTOR shall not terminate the Project except for good cause. If CITY finds CONTRACTOR has terminated the Project work without good cause, then CONTRACTOR shall return all DEED funds to CITY as final settlement. Notwithstanding anything to the contrary in this Agreement, APPA and CITY may terminate the Contract at its option with or without cause by providing written notice to CONTRACTOR. Unless otherwise stated in the termination notice, termination shall be effective upon receipt of the notice. After the effective date of termination, neither party shall have any further obligation to the other under the Contract except for CONTRACTOR's obligations under the provisions where a continuing obligation is implied. CONTRACTOR shall deliver to CITY or its designees(s) upon request all information and work in tangible form created or compiled by CONTRACTOR in performing services under this Agreement and all information in tangible form that CONTRACTOR has received in the course of its work under this Agreement from CITY, its employees, its members, and any of their employees, and individuals or firms under contract to CITY.

In the event of CITY's termination of the Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of the CITY become its property.

Further, the CONTRACTOR shall not be relieved of any liability to the CITY for any damages sustained by the CITY by virtue of any breach of this Agreement by CONTRACTOR and the CITY may withhold any payments due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages to the CITY, if any, is determined.

6.6 Publications

Recognizing the importance of professional development on the part of CONTRACTOR's employees and the importance of CONTRACTOR's public relations, CONTRACTOR may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to CONTRACTOR's services for the Project. Such publications will be provided to CITY in draft form for CITY's advance review. CITY will review such drafts promptly and will provide comments to CONTRACTOR. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of CONTRACTOR's activities pertaining to any such publication shall be paid entirely by CONTRACTOR. Press releases and other public dissemination of information by CONTRACTOR shall acknowledge APPA support of the Project through a DEED grant.

6.7 Nondiscrimination

During the performance of this Agreement, CONTRACTOR agrees to the following:

6.7.1. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post notices in conspicuous places, available to employees and applicants for employment.

6.7.2 CONTRACTOR shall, in all solicitation or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

6.7.3 CONTRACTOR shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

6.8 Successor and Assigns

CITY and CONTRACTOR each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor CONTRACTOR shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

6.9 Rights and Benefits

CONTRACTOR's services will be performed solely for the benefit of the CITY and not for the benefit of any other persons or entities.

6.10 General Laws

CONTRACTOR shall comply with all federal, state, and local laws, statutes, ordinances, and rules and regulations.

6.11 Law; Submission to Jurisdiction Governing

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement Document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

6.12 Employment of Unauthorized Aliens Prohibited

6.12.1 CONTRACTOR agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

6.12.2 As a condition for the award of this Agreement CONTRACTOR shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONTRACTOR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

6.12.3 CONTRACTOR shall require each subcontractor to affirmatively state in its contract with CONTRACTOR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the

state of Missouri. CONTRACTOR shall also require each subcontractor to provide CONTRACTOR with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

6.13 No waiver of immunities.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

6.14 Entire Agreement

This Agreement represents the entire and integrated Agreement between CONTRACTOR and CITY relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to CONTRACTOR's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

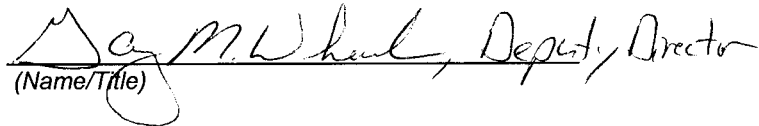
APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

**MISSOURI CORN MERCHANDISING COUNCIL,
INC**

By: 
(Name/Title)

By: _____
(Name/Title)

NOTICE TO VENDORS

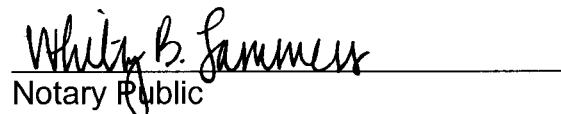
Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.



ATTACHMENT A
ENGINEERED BIO-MASS SCOPE OF WORK
January 20, 2014

Work Product 1 Report on the Regional Biomass Supply Study and on Carbon Neutrality of biomass

The CONTRACTOR shall produce a Report on the Regional Biomass Supply for APPA DEED grant and will conduct research and review of the definition of Biomass Carbon Neutral.

CONTRACTOR's Report shall be a research document which shall include information related to, but not limited to, the biomass availability of the identified region - including Missouri, Illinois, Kansas, Nebraska and Iowa. The report shall also include a review of available literature on biomass carbon neutrality. CONTRACTOR shall conduct interviews with key stakeholders, summarize and report the findings. CONTRACTOR shall also include in its report information about the handling, delivery and storage requirements of available biomass, and the feasibility of creating a sustainable supply chain in addition to addressing transportation requirements.

CONTRACTOR shall submit the Report to the CITY within sixty (60) days from the Notice to Proceed.

Cost for Work Product 1 and the Report - not to exceed \$13,600.

Work Product 2 Report on the Analysis of opportunity for Reuse of Materials for Engineered Solid Fuels

CONTRACTOR shall research and analyze literature and regulatory sources on the reuse of materials including industrial cellulosic waste streams. CONTRACTOR shall also, interview and conduct follow up discussion with key stakeholders in the technical area. , CONTRACTOR shall perform a review of industry accepted approaches to identify other successful permitted reuse of materials incorporated as a bio-fuel technology. CONTRACTOR shall write a report documenting its research and analysis.

CONTRACTOR shall submit the Report to the CITY within one hundred twenty (120) days from the Notice to Proceed with Work Product 2.

Cost for Work Product 2 and the Report - not to exceed \$11,400.

Work Product 3 Report on Trial Burns at the Municipal Power Plant, final report and webinars

CONTRACTOR shall produce an engineering report which shall include all the parameters outlined in the APPA DEED Grant Scope of Service for the proposed test burn of the engineered biomass fuel product at the City of Columbia, Missouri, Municipal Power Plant. The Report

shall include specific engineering data on the site-specific requirements. The Report shall include a review of the past experience at the Columbia Municipal Power Plant with biomass test burns and compare to the data of the engineered biomass. CONTRACTOR shall use test burn data provided by CITY.

CONTRACTOR shall submit the Report to the CITY within one hundred eighty (180) days from the Notice to Proceed with Work Product 3.

CONTRACTOR shall submit the Final Report to the CITY on or before August 31, 2014.

CONTRACTOR shall also conduct a webinar(s) and produce final report for the CITY and APPA to further explain in detail the findings of this Project.

Cost for Work Product 3 final Report and webinar(s) - not to exceed \$25,000.

DEED Grant Requirements

Checklist of Requirements:

- After the award notification letter and contract are received by the utility, an authorized person from the utility must sign the contract agreement and upload it to DEED's grant management system for DEED's signature and effective date. An executed hard copy will be sent back to the utility project manager.
- If a subcontractor is involved in the project, the utility should initiate a contract between itself and the subcontractor to be sure the terms of the APPA/utility contract are met.
- The utility may submit an invoice to initiate work on the project, up to 25% of the grant amount, once the signed contract agreements have been returned to APPA. This payment must be followed with an accounting (including copies of receipts) of how the money was spent before any other payments will be disbursed.

All other payments will be made on a cost-as-incurred basis. Please submit detailed invoices for expenses incurred including information on equipment costs (what was purchased and for how much) and labor costs (how many hours were worked, by who and at what rate). **Twenty-five percent of the grant amount will be withheld until a satisfactory final report and summary abstract have been received by APPA.**

- Quarterly reports are required for grant projects whether or not you receive a request from APPA. Quarterly reports should include a summary of work completed to date on the project and any appropriate attachments including project design diagrams, video storyboards, photographs of the project, etc. (This information also helps us promote your project in APPA newsletters and magazine, so please send us copies of everything you have.) Invoices for the project cannot be paid unless a report on the project has been received within the three months prior to the invoice date. See page 2 for instructions on completing a quarterly report including a sample format.
- The utility is required to complete the DEED grant project based on the proposed start and completion dates noted on the application. If the project falls behind and the proposed completion date will not be met, or the scope of the project changes significantly, notify the DEED administrator in writing immediately.
- The utility must submit to APPA a satisfactory final report for the project. See page 3-4 for instructions on completing a final report including a sample format.
- The utility must submit to APPA a satisfactory summary abstract for the project. See page 4-5 for instructions on how to complete a summary abstract including a sample format.
- The utility must submit to APPA any other deliverable promised in the project application.
- The contract and all reporting for the DEED grant (quarterly reports, abstract, and final report) must be submitted through DEED's grant management system, the same platform where your grant application was submitted. Use this link <https://www.grantinterface.com/Common/LogOn.aspx?eqs=ULUxrLEqb2wLmsCodf0nmRS4F-uRyfsD0>, log in, and upload required documents.
- If a subcontractor is involved in the project, the utility must review and approve the final report, abstract and any deliverable promised in the project proposal before forwarding them to the DEED administrator at APPA.

Contact the DEED Administrator, at DEED@PublicPower.org or 202/467-2900 with any questions related to completing DEED grant requirements.

Quarterly Report Instructions:

The purpose of the quarterly report is to inform the DEED administrator and DEED members about the progress of the project. It is important to be as detailed as possible about the activities taking place on the project in the quarterly reports. It is also important to notify the DEED administrator as soon as possible about any requested changes to the project scope and timeline, as well as noting it in the quarterly report. Generally, quarterly reports are due 15 days after the end of the quarter – April 15, July 15, October 15, and January 15. Submit your report through the DEED grant management software, the same platform where your application was submitted.

Quarterly reports are required for grant projects whether or not you receive a reminder from APPA. This information is to keep us informed of your progress and will also be used to promote your project on the APPA website and in APPA newsletter and magazine articles, so please be as detailed as possible. Invoices cannot be paid unless a report has been received in the three months prior to the invoice date.

The information required for the report is described below. A satisfactory quarterly report should provide the DEED office with detailed information about the progress of the project, any requested adjustments to the scope, completion date, etc. and why those changes are needed. Please provide thorough documentation for each section described below.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

Utility Name and Address • Name and address of sponsoring utility (include other participants under “Additional Notes”).

Key Personnel & Phone Numbers • List personnel from sponsoring utility as well as contractors who worked on the project. Describe the responsibilities each person had during the project. Be sure to notify us of any changes in project management personnel.

Project Subject Areas • These topics/key-words will help DEED members locate your project using the DEED Project Database. Include as many subjects as you think appropriate. Examples include: air quality, batteries, cable, demand-side management, environment, HVAC, load forecasting, performance management, reliability, safety, SCADA, turbines, and voltage control.

Description • Thoroughly describe the scope of the project and any requests for changes to the project scope from that which was originally proposed. Provide information on any events precipitating the need for a change in the project scope.

Dates • Please describe the project’s term as submitted in the original DEED proposal, and if applicable, any requests for changes to that timeline. The DEED administrator must approve all changes, so provide information on the events causing any need for change in the project’s term.

Results to Date • Thoroughly describe what has occurred on the project up to the time of the quarterly report. This section should include all relevant data resulting from the project, and a detailed description of past action on the project.

Future Plans • Describe the upcoming activities on the project, particularly anything you have planned for the next quarter.

Budget • Provide a detailed budget for the project to-date. Provide information on both funding and costs. Please be clear about what the DEED funding is being spent on. It is important to break down budget as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why. A complete budget should show all sources of funding and compare funding totals with each costs (actual versus budgeted), e.g., for each piece of equipment, consultant fees, utility staff time, etc.

Additional Notes • Include additional information about the project that is important to know, but does not fit into any of the previous categories.

Final Report Instructions:

According to Section H of the DEED Policy manual, DEED grant recipients are required to submit, within six months of project completion, a summary abstract and a detailed final report on their project, describing activities, costs, bibliography, achievements, problems, results, and recommendations. Twenty-five percent of the grant will not be released until both reports are satisfactorily completed. An electronic version of the final report is required. This may be submitted through the DEED grant management software, the same platform where your application was submitted. Please log in to upload your document.

The purpose of both the final report and project abstract is to educate staff at other public power utilities about your experiences, whether the outcome is considered successful or not. An unvarnished, simply written, and, above all, candid report is desired and most useful to future researchers; an inaccurate, insubstantial, and needlessly wordy “glossing over” or exaggeration of what really happened is a disservice to all future researchers who would benefit from your lessons learned.

The information required for the report is described below. A satisfactory final report should be a complete history of the project. This includes background information on the utility and reasons why the project was undertaken, the problems(s) to be solved and why this particular solution was chosen over the others. In writing your report, recognize that we more often learn from our mistakes than our successes, so be honest about your experiences with the project and its outcome. Please provide thorough documentation for each section described below.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

General Overview • Include the applicability of the project to other utilities and alternatives available to them (if known), problems that arose during the course of the project and how they were resolved, a discussion of whether the project goals were achieved (and if not, why not), and recommendations regarding the technology/technique.

Purpose • Thoroughly describe why the project was undertaken. Explain the problem the project was intended to solve.

Utility Name and Address • Name and address of sponsoring utility (include other participants under “Additional Notes”).

Utility Description • Include sponsoring utility’s size (i.e., number of customers per class), annual load per class, services offered (i.e., electric, water, etc.), generation resources, and other relevant information.

Key Personnel & Phone Numbers • List personnel from sponsoring utility as well as contractors who worked on the project. Describe the responsibilities each person had during the project.

Description • Thoroughly describe the scope of the project.

Diagram • Not all projects lend themselves to use of a diagram, but most do. The diagram can be a flow- chart, schematic, drawing, graph, or other pictorial that will add to the readers’ understanding of the project. Please include as many of these diagrams, charts, etc. as possible.

Dates • Please describe the project’s term as submitted in the original DEED proposal, and if applicable, as subsequently adjusted and agreed upon by the DEED administrator. Also provide information on the events that caused each change in the project’s term.

Alternatives • Thoroughly describe all known alternatives to the project. To the extent known, for each alternative, include information on the scope of research needed for the project alternative, costs, etc. Include an explanation on why the chosen path was taken.

Results to Date • Thoroughly describe what has occurred on the project up to the time of completion of the DEED grant. This section should include all relevant data resulting from the project.

Status • The status of the project when the DEED grant was concluded.

Applicability • Thoroughly explain how others might use the results of the project. In particular, explain if there are public power systems (those of a particular generation resource, with high distribution losses, etc.) that might find the results of this project especially useful. **VERY IMPORTANT!**

Future Plans • If applicable, provide information about continued or tangential work planned for the project, whether to be conducted by you or another party. If none is planned, discuss, why not.

Equipment • List equipment purchased and/or used for this project, if any. For each piece of equipment, where applicable, include information on its efficiency, and why it was chosen over another brand/size/model, and how it performed for the project.

Budget • Develop funding and cost sections. Under funding, on an annual basis, list all organizations that contributed funds to the project (both monetary and in-kind), including the host utility. Under the costs section, provide annual information about what was spent on the project for hardware, labor, etc.

It is important to break down your budget as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why. A complete budget should show all sources of funding and compare funding totals with each costs (actual versus budgeted), e.g., for each piece of equipment, consultant fees, utility staff time, etc.

Additional Notes • Include additional information about the project that is important to know, but does not fit into any of the previous categories.

References • Include a list of publications referred to during the course of the project and any publications or papers resulting from the project. A bibliography, if available, should be attached.

Summary Abstract Instructions:

A completed DEED Project Report Summary Abstract is required under Sections I and J of the revised DEED Policy Manual (February 2010) for DEED grant recipients. The abstract is considered a summary of the project's final report, and should reflect the same standards. An electronic version of the abstract is required. This may be submitted through the DEED grant management software, the same platform where your application was submitted. Please log in to upload your document.

The abstracts are used to inform other DEED member utilities about your experiences on the project and the project's results. We more often learn from our mistakes than our successes, so be honest about the outcome of the project.

The information required in the abstract is described below. Please provide complete information for each applicable section, however keep in mind that the document length should not exceed four pages.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

Status • The status of the project at the time when the DEED grant was concluded.

Dates • The project term as submitted in the original proposal to the DEED board of directors, or as subsequently adjusted and agreed upon by the DEED administrator.

Purpose • A two or three sentence summary of why the project was undertaken.

Utility Name and Address • Name and address of sponsoring utility. Include other participants under additional notes.

Utility Description • Information should include utility size (i.e. number of customers in all classes), annual load in all classes, services offered (i.e. electric, water, etc.), generation resources, and other relevant information.

Key Personnel & Phone Numbers • Include personnel from utility as well as contractors working on the project.

Project Subject Areas • These topics/key-words will help other members locate your project using the DEED Project Database. Include as many subjects as you think appropriate. Examples include: air quality, batteries, cable, demand-side management, environment, HVAC, load forecasting, performance management, reliability, safety, SCADA, turbines, and voltage control.

Results to Date • Provide summary of what has occurred on the project up to the time of completion of the DEED grant.

Description • Describe the scope of the project including information about how it was completed.

Background • Explain the problem the project was intended to solve.

Applicability • Explain how other utilities might use the results of the project to benefit their operations. Explain here if there are public power systems (those of a particular size, with a particular generation resource, with high distribution losses, etc.) that might find the results of this project especially useful. **VERY IMPORTANT!**

Alternatives • List other options that would help with the problem this project was intended to solve.

Diagram • Not all projects lend themselves to use of a diagram, but most do. The diagram can be a flow-chart, schematic, drawing, graph, or other artwork that will add to readers' understanding. Send us originals of the diagram, chart, etc., with the disk and scan them, if possible, onto the disk as an EPS or TIFF file. (Be sure to tell us if you want the original returned.)

Equipment • List equipment purchased and/or used for this project.

Performance • Give specific information about results to date. This section should include any relevant data resulting from the project.

Future Plans • Provide information about continued work planned for the project (may not be applicable).

Budget • Under funding, list all the organizations, including the utility, that contributed funds to cover the cost of the project. Under the costs section, give information about what was actually spent on the project for hardware, labor, etc. It is important to break down this information as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why.

Additional Notes • Include information about the project that is important to know, but does not fit into any of the previous categories.

References • Include a list of publications referred to during the course of the project and any publications or papers resulting from the project.

ATTACHMENT C

Work Made for Hire Assignment Agreement:

Agreement made by and between _____ 1) [a United States Citizen residing at _____ and born in 19____] or _____ 2) [a corporation located and doing business at _____] (hereinafter referred to as the "Subcontractor") and, American Public Power Association, a corporation of the District of Columbia located and doing business at 1875 Connecticut Avenue, Northwest, Washington, D.C., 20009 (hereinafter referred to as "Commissioning Party").

WHEREAS, the Subcontractor is not an employee of the Commissioning Party; and

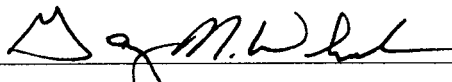
WHEREAS, the Subcontractor was commissioned by the Commissioning Party to create ***Engineered Biomass Reports***" (see Attachment A) (hereinafter the "Scope of Work") at the request of and for the benefit of the Commissioning Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows;


1. Subcontractor represents and warrants its contribution to the Work was original and not copied from any previous work not already in the public domain, or under license to Subcontractor. Subcontractor shall indemnify and hold the Commissioning Party harmless for any claim that the Work infringes the rights of any third-party.
2. Subcontractor further represents and warrants that his/her contribution was or will be created solely by him/herself, without assistance from any third-party, to be the extent any third-party contributed to the creation of the Subcontractor's contribution to the Work, Subcontractor shall secure a "work for hire/assignment" agreement incorporating the same terms as this agreement, signed by any contributing party.
3. The parties (including any third-party contributors) acknowledge that the Work shall be deemed to be a "work made for hire," as defined in the Copyright Act of 1976, as amended. If for any reason the Work is deemed not to be a "work made for hire," the Subcontractor (and any third-party contributors) will upon request and without further consideration from the Commissioning Party, irrevocably assign(s) to the Commissioning Party all right, title and interest worldwide, including the copyright and all renewals in the Work.
4. Subcontractor (including any third-party contributors) hereby acknowledges that [it or he/she] is an independent contractor for purposes of this Agreement.

Subcontractor:

**MISSOURI CORN MERCHANDISING COUNCIL,
INC.**

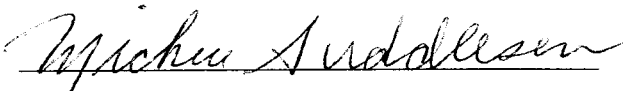
By: 
Name: Gary M. Wheeler
Title: Deputy Exec. Director
Date: 4/4/2014

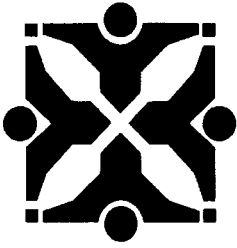
Third-party Contributor (if any): Engenuity worldwide LLC

By: 
Name: Nancy Heimann
Title: CEO
Date: 4/4/2014

Commissioning Party:

AMERICAN PUBLIC POWER ASSOCIATION

By: 
Name: Michele Suddleson
Title: DEED Program Director
Date: 3/14/2014



Source: Water & Light *Tab*

Agenda Item No:

To: City Council
From: City Manager and Staff *MM*

Council Meeting Date: Apr 21, 2014

Re: Agreement for the receipt of a Demonstration of Energy-Efficient Developments grant from the American Public Power Association, Inc

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an agreement with the American Public Power Association, Inc. (APPA) for a Demonstration of Energy-Efficient Developments (DEED) grant so that the City may explore the feasibility of using a manufactured biomass fuel product at the City's Municipal Power Plant. APPA will award a DEED grant for the project in the amount of Fifty Thousand Dollars (\$50,000.00) to the City. As consideration for this grant, three reports will be produced; a report on the regional biomass supply and carbon neutrality, a report on the analysis of opportunity for reuse of materials for engineered solid fuels, and a report on the trial burns at the Columbia Municipal Power Plant. As part of this agreement, APPA acknowledges that the City will execute a separate agreement with the Missouri Corn Growers Association, Inc. to subcontract the work for this project and to perform all of the requirements of the DEED grant on behalf of the City. The work should take no longer than 180 calendar days.

DISCUSSION:

The Board of Directors of APPA has established the DEED grant program to sponsor and conduct activities related to energy innovation that would assist local publicly owned electric/energy utilities in maintaining high quality and economical energy services to their consumers. The City desires to purchase Bio-Mass fuel that the State of Missouri permits the City to burn at its Municipal Power Plant that will result in a reduction of carbon dioxide produced by the burning of fossil fuels without any major modification to the physical plant or the method of operation of the plant.

As part of this agreement, APPA acknowledges that the City will execute a separate agreement with the Missouri Corn Growers Association, Inc. to subcontract the work for this project and to perform all of the requirements of the DEED grant on behalf of the City. Missouri Corn Growers Association, Inc or its subcontractor(s) will produce a series of three reports for this project.

In Report 1 the Missouri Corn Growers Association, Inc will produce a report on the regional biomass supply and its carbon neutrality. This report will be a research document to include information related to the biomass availability in our region, to include Missouri, Illinois, Kansas, Nebraska and Iowa.

In Report 2 the Missouri Corn Growers Association, Inc will produce a report analyzing the opportunity for reuse of material in engineered biomass fuel. This report will research and analyze literature from regulatory sources on the reuse of materials focusing on industrial cellulose based waste streams. Contractor will also review industry accepted approaches to identify other successful permitted reuse of materials incorporated as a bio-fuel.

In Report 3 the Missouri Corn Growers Association, Inc will produce a report on trial burns at the Columbia Municipal Power Plant. This report will included specific engineering data on the site-specific requirements, review of past experience and comparative operational data for the trial burn to include the following:

- Heat content;
- Ash content;
- Moisture content;
- Critical pollutant content;
- Physical shape;
- Durability;

FISCAL IMPACT:

APPA will award a DEED grant for the project in the amount of Fifty Thousand Dollars (\$50,000.00) to the City. No fiscal impact to the City

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

9 Vision Statement: Columbia residents and businesses conserve all the community's natural resources, work cooperatively to apply best planning practices, model energy efficiency, transition to renewable energy, and approach zero waste generation.

SUGGESTED COUNCIL ACTIONS:

Approval of the ordinance authorizing the City Manager to:

- 1) Execute an agreements with the American Public Power Association, Inc and Missouri Corn Growers Association, Inc.
- 2) Appropriate the funds received from American Public Power Association, Inc for payment to the Missouri Corn Growers Association, Inc. for the work on this project.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	0	New Program/Agency?	Yes	Federal or State mandated?	No
Amount of funds already appropriated	0	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	0	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time		Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	9
Operating/Ongoing		Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	