



INTERNAL CONTRACT ROUTE SLIP

Division: OFFICE OF ENERGY Date: 02/05/2021
 Contract Manager: LOMBARDI, JENNIFER Contract : 27562
 Contract Period: Upon Execution To 03/01/2023 Org Code: 42012010021
 Procurement Method: REQUEST FOR APPLICATION - GRANTS
 Appropriation Category: 146556 EO: 16
 Funding: General Revenue: NO Federal Funding: YES Obj. Code: 780002
 Trust Fund Name: FEDERAL GRANTS TRUST FUND
 Services Required:

Energy Reduction Measures

Vendor Name: BROWARD COUNTY, FLORIDA
 Commodity Code: _____ Contractor's FEID# F596000531025
 Rate of Compensation: _____ Contract Amount: \$100,000.00
 Division _____ Authorized
 Director: _____ Supervisor: _____
 Signature Date Signature Date

***** BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY *****

Contract Administrator:	<u>Channeen Bell</u>	<u>2/24/2021</u>
	Signature	Date
Legal Section:	<u>Jonathan Rhodes</u>	<u>2/24/2021</u>
	Signature	Date
Finance and Accounting:	_____	_____
	Signature	Date
Purchasing Director:	_____	_____
	Signature	Date
Planning and Budgeting:	_____	_____
	Signature	Date

DACS-01084 05/01

Scan Documents using Request Number : **15752556**





INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number 27562

Original Contract Amt \$100,000.00 DFS Contract Type GD

Long Title BROWARD COUNTY, FLORIDA

Short Title BROWARD CO Authorized Advance Payment N

Execution Date _____ Effective Date _____ Expiration Date 03/01/2023

State Term Contract or Alternate Source ID _____

Contract Exempt Justification

Agency Solicitation Num _____

Business Case Study N Case Study Date _____

Legal Challenges to Procurement N

Legal Challenge Description

Contract Statutory Authority 377.703

Provide for Administrative Cost N Administrative Cost Percent _____ %

Provide for Periodic Increase N Periodic Increase Percent _____ %

Was the Contract Function Previously performed by the State? N

Was the Contract Function Considered for Insourcing Back to the State? N

Did the Vendor make Capital Improvements on State Property? N

Capital Improvement Description

Value of Capital Improvements? _____

Value of Unamortized Capital Improvements? _____

Contract involves State or Fed Financial Aid State Fed Y

Recipient Type C LOCAL GOVERNMENT

Vendor List

Vendor Number	Name	Address	Phone Number
F596000531	BROWARD COUNTY, FLORIDA	110 NE 3RD STREET	3574944

Funding Sets

Org Code	EO	Obj Code	App Cat	Amount	FY Effective Dt	RE-NR
Account Code	Fund Description					
42012010021	16	780002	146556	\$ 7,470.28	03/01/2021	NR
42202261004420106000014655616	FEDERAL GRANTS TRUST FUND - DAC					
42012010021	FG	780002	146556	\$ 92,529.72	03/01/2021	NR
42202261004420106000014655618	FEDERAL GRANTS TRUST FUND - DAC					

Division List

OFFICE OF ENERGY

Approvers List

Approver	Date	Routing Stop
MORGAN, ADANA A	02/05/21 16:38	OFFICE OF ENERGY COMPLIANCE
MUSGROVE, KIMBERLY A	02/05/21 17:17	OFFICE OF ENERGY BUDGET
MUSGROVE, KIMBERLY A	02/05/21 17:18	ENERGY FISCAL LIAISON
BURK, KELLEY S	02/08/21 09:13	OFFICE OF ENERGY ADMINISTRATION
BELL, CHANNCEN B	02/11/21 13:39	CONTRACT ADMIN 1ST STOP
SMITH, ANGELA H	02/11/21 13:44	POLICY AND BUDGET
BOATRIGHT, MIKAELA P	02/12/21 09:04	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	02/15/21 07:47	GENERAL SERVICES
BELL, CHANNCEN B	02/17/21 13:22	CONTRACT ADMIN FINAL

Deliverables		
Commodity Code	Commodity	
Method of Payment		Major Deliverable Price
83101902	Energy use reduction measures	
COST REIMBURSEMENT		\$0.00
Non Price Justification PRICE CANNOT BE DETERMINED UNTIL THE WORK HAS BEEN COMPLETED.		
Source Documentation Reference Page Attachment A- Scope of Work, Section I		
Major Deliverable Identify the homes that will be receiving the upgrade.		
Performance Metrics Written proof of addresses that were chosen will be submitted		
Financial Consequences The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.		
83101902	Energy use reduction measures	
COST REIMBURSEMENT		\$100,000.00
Non Price Justification		
Source Documentation Reference Page Attachment A, Scope of Work, section I		
Major Deliverable Complete upgrades on 15 homes.		
Performance Metrics Proof of work completed will be submitted.		
Financial Consequences The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.		

Deliverables		
Commodity Code	Commodity	
Method of Payment		Major Deliverable Price
83101902	Energy use reduction measures	
COST REIMBURSEMENT		\$0.00
Non Price Justification		
PRICE CANNOT BE DETERMINED UNTIL THE WORK HAS BEEN COMPLETED.		
Source Documentation Reference Page		
Attachment A, Scope of Work, section I		
Major Deliverable		
Track energy savings.		
Performance Metrics		
Written proof of energy savings will be submitted.		
Financial Consequences		
The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.		

CSFA	
CSFA Code	Description

CFDA	
Code	Description
81.041	STATE ENERGY PROGRAM

**FDACS CONTRACT
#27562**

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and Broward County, Florida, ("SUBRECIPIENT"). The SUBRECIPIENT'S application package for federal financial assistance, dated August 19, 2020 ("APPLICATION") is incorporated by reference. The SUBRECIPIENT shall perform the Scope of Work contained in the SUBRECIPIENT'S APPLICATION referenced in Attachment A.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is:83101902

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$100,000. In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence on the date of execution of this agreement, unless sooner terminated or canceled, shall end on the 1st day of March of 2023 ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.
- b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

- a. The SUBRECIPIENT must provide quantifiable, measureable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the SUBRECIPIENT APPLICATION as referenced in Attachment A.

3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.
- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly,

but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the SUBRECIPIENT APPLICATION.

- c. All reimbursement requests must be submitted using the RECIPIENT'S standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
- d. The payment request packet is downloadable from <http://forms.freshfromflorida.com/02019.pdf>.
- e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
- d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.
- e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT.

The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80
- b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

- a. The Budget Plan contained in the SUBRECIPIENT APPLICATION lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the

objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

- a. The SUBRECIPIENT shall have an acknowledgement of the (insert name of federal agency) support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.
- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the (insert name of federal agency)".
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the (insert name of federal agency) through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the (insert name of federal agency) nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.

- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.
6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
2. The SUBRECIPIENT must have documented procurement procedures.
3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from <http://forms.freshfromflorida.com/02018.pdf>.
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.
7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

- a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to

cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
 - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
 - (4) Submits reports that are incorrect in any material respect.
- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program

income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments

- a. Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

- a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
- d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.

- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.
- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.
- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.
- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the

information is accurate and complete and the reporting package and form will be publicly available on the web.

- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.
- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://harvester.census.gov/fac/>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.
2. Any changes to the AGREEMENT require the written approval of each party's authorized official.
3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
4. The SUBRECIPIENT is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public

entity, may not be awarded or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. The SUBRECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.
7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.
8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.
9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract,

or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.
11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties hereto.

Special Conditions: See attachment _____ or _____ N/A

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Jennifer Lombardi and is located at 600 South Calhoun Street, Suite B04, Tallahassee, Florida 32399.

The Grant Manager for the SUBRECIPIENT is Susan Fejes and is located at 115 South Andrews Avenue, Fort Lauderdale, Florida 33301-1801.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from (name of federal agency), federal financial assistance funding opportunity under FAIN # (insert #) and Catalog of Federal Domestic Assistance (insert title and number).

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES

<u>Anthony Pardal</u> Signature	_____	Signature
Director of Administration Title	_____	Title
2/24/2021 Date	_____	Date

**Reviewed and approved as to form:
Andrew J. Meyers, County Attorney**

By ALICIA C. LOBEIRAS
Alicia C. Lobeiras, Assistant County Attorney

Digitally signed by ALICIA C. LOBEIRAS
Date: 2021.03.01 13:12:16 -05'00'



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT A
GRANT AGREEMENT NO. LIR003
GRANT WORK PLAN

A. PROJECT TITLE: Broward County Low Income Residential Energy Efficiency Program

B. PROJECT LOCATION: 115 South Andrews Avenue, Fort Lauderdale Florida, 33301-1801

C. PROJECT BACKGROUND: Broward County Housing Finance and Community Redevelopment Division (HFCD) proposes to use the Low Income Residential Energy Efficiency (LIREE) funds to improve the energy efficiency of single family properties owned by low income (under 80% area median income) households, with priority given to homes located in the County's Municipal Services District (Unincorporated County) and non-entitlement CDBG cities within Broward County, with the exception of the entitlement cities of Margate, Weston and Coconut Creek. These three cities and Broward County have entered into Interlocal Agreements, whereby Broward County administers these cities' Minor Home Repair Program. Areas maps are included as an Attachment to this application. The LIREE funds shall be used in conjunction with the Broward County Minor Home Repair Program. The Minor Home Repair Program provides low income residents under 80% of the area median income with funds to address health and safety concerns in primary residences and to perform repairs such as roof replacement, windows, doors and air conditioning systems. The actual scope of work may consist of roof replacement with roof sheathing or roof covering replacement; strengthening of roofdeck attachment; installation of secondary water barrier; installation of hurricane straps; installation of window and door opening protection; installation of hurricane resistant windows and doors; brace bottom chord gable end; anchoring of wall or floor units to the foundation and air conditioning system replacement where necessary.

To leverage the LIREE funds and reduce administrative costs, the County will utilize the LIREE funds to increase the amount of funding a household is eligible for under the existing home repair program. It is anticipated that the LIREE portion, which will be limited to air conditioning systems, will be approximately \$ 6,000 per home while the total costs of a Home Repair project may be up to \$40,000 per home, depending on the scope of work to be completed. The non-LIREE funds can be used to further stabilize the property by addressing health and safety concerns and increase energy efficiency. These comprehensive services will result in homeowners having more disposable income to focus on future maintenance. It will also significantly improve the housing stock in the target neighborhoods.

The project area for this proposal is characterized by older housing stock and lower income households. Since 2016, the lower income neighborhoods in Broward County enjoyed significant new home development, due in part to County initiatives and funding of numerous new construction single family homes. Nonetheless, despite recent robust new housing development activity, according to Broward County's Comprehensive Plan Housing Element Support Document (March 2019) presented to the Broward County Board of County Commissioners, more than 90% of the Broward Municipal Services District (BMSD) housing stock was constructed before 2000, prior to the implementation of strengthened building codes enacted after Hurricane Andrew. In addition, much of the housing stock does not meet current building codes and efficiency standards established by the Florida Energy Efficiency and Conservation Act. The predominate housing type in the BMSD is

single-family housing, representing over 65.8 percent of the 2016 housing stock, Owner occupied housing represents 53 percent of occupied housing units, and the elderly population (age 65 or older) constitutes about 11 percent of the total BMSD population.

Family income figures for the subject area show large gaps in median family income and difficulty handling housing costs. *More than 31% of households with incomes of \$50,000 or less pay more than 30% of the income to cover housing costs, creating a severely cost-burdened condition.* Due to the income constraints, many of the homes are in disrepair leading to health and safety concerns of the residents. Moreover, households are cost burdened by high energy costs. The LIREE program will be used to provide energy efficiency upgrades and to enhance the scope of work that can be provided through the Minor Home Repair Program to address these issues.

The goal of Broward County's LIREE proposal is to increase energy efficiency of as many homes as possible, owned by lower income families. These energy efficiency improvements will:

- Reduce energy costs for low income households
- Increase safety and security for the homeowner or resident
- Improved sense of well-being, safety, and security of residents
- Overall improvement to housing stock condition

D. PROJECT OBJECTIVES:

Objective 1: Educate 15-17 low income homeowners on the benefits of energy efficiency and inspire them to make upgrades beyond the LIEEP program activities.

Objective 2: Provide new A/C or HVAC systems to 15-17 low income households with an average 20% energy reduction countywide.

Objective 3: Reduce annual purchased energy consumption in those homes.

E. PROJECT DESCRIPTION:

Task 1: Choose 15-17 homes to receive the upgrades.

- Objective 1: Educate 15-17 low income homeowners on the benefits of energy efficiency and inspire them to make upgrades beyond the LIEEP program activities.

Task 2: Complete upgrades.

- Objective 2: Provide new A/C or HVAC systems to 15-17 low income households with an average 20% energy reduction countywide.

Task 3: Gather energy Savings for each of the 15-17 homes.

- Objective 3: Reduce annual purchased energy consumption in those homes. Monitor all utility bills and create energy savings spreadsheet.

F. PROJECT DELIVERABLES/OUTPUTS: The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1	Identify the homes that will be receiving the upgrade.	Send Monthly progress report to the Office of Energy identifying the addresses for each home receiving the upgrades.	1	1
2	Complete all upgrades	Send monthly progress reports to the Office of Energy giving complete details regarding each project.	2	12
3	Track Energy Savings	Send monthly energy savings reports to the Office of Energy for each property that received the upgrade.	12	24

G. PROJECT BUDGET: The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries	\$	\$	
2. Fringe Benefits	\$	\$	
3. Travel (if authorized)	\$	\$	
4. Supplies/Other Expenses	98,500\$	\$	
5. Equipment	\$	\$	
6. Contractual Services	1,500\$	\$	
7. Indirect (if authorized)	\$	\$	
Total Project Budget	\$	\$	
Total Project Cost	\$100,000	= Grants Funds + Cost Share	
Cost Share Percentage	0%	= Cost Share / Total Project Cost	

H. BUDGET DETAIL:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine-month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip. The Department will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Department with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate - If Indirect Costs are authorized, they must be based on a specified authorized rate in consultation with the Commission. The Indirect Cost Rate and the Direct costs upon which the amount of Indirect Cost is calculated must be reasonable, measurable, documented and the Indirect Cost Rate must be consistently applied. Calculations must be shown in Attachment B, Payment Request Summary Form.
8. Total Budget Category - Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

I. TOTAL BUDGET BY TASK: The project budget below summarizes the project by Project Task. Project Tasks correspond to the “Project Description” section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task		Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
			Matching Funds	Source
1	Identify the homes that will be receiving the upgrade.	\$0	0	
2	Complete upgrades on 15 homes.	\$100,000		
3	Track energy savings	\$0		
4				
Totals:		\$100,000	\$0	
Total Project Cost:		\$100,000	= Grant Funds + Cost Share	

1. Salaries									
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk . or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N	
	\$	*		=	\$				
	\$	*		=	\$				
	\$	*		=	\$				
	\$	*		=	\$				
Sub-Totals for Salaries Category					\$				

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A"	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$					\$			
	\$					\$			
	\$					\$			
	\$					\$			
Sub-Total of Fringe Benefits Category					\$				

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes							
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
				\$			
				\$			
				\$			
Sub-Total of Travel Category				\$			

4. Supplies - Other Expenses							
Description	Unit Cost (\$)	*	Quantity	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
HVAC Systems	\$6,566	*	15	\$98,500	G	N	N
	\$	*		\$			
	\$	*		\$			
	\$	*		\$			
	\$	*		\$			
	\$	*		\$			
	\$	*		\$			
	\$	*		\$			
Sub-Total of Supplies - Other Expenses Category				\$ 98,500			

5. Equipment							
Description	Unit Cost (\$)	*	Quantity	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$	*		= \$			
	\$	*		= \$			
Sub-Total of Equipment Category				\$ 0.00			

6. Contractual Services								
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	Replacement of HVAC Units	\$100	*	15	= \$1,500	G	N	N
		\$	*		= \$			
Sub-Total of Contractual Services Category				\$ 1,500				

7. Indirect Cost (if approved)						
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	Total Indirect Cost for Budget Category (\$)	Total Indirect Costs for Grant	Total Indirect Costs for Match
Salaries	\$	*	%	= \$	+ \$	
Fringe	\$	*	%	= \$	+ \$	
Travel	\$	*	%	= \$	+ \$	
Supplies & other expenses	\$	*	%	= \$	+ \$	
Sub-Total of Indirect Costs Category				\$	+ \$	

8. Total Project Budget						
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs	
1. Salaries	\$	=	\$	+		\$
2. Fringe Benefits	\$	=	\$	+		\$
3. Travel (if authorized)	\$	=	\$	+		\$
4. Supplies/Other Expenses	98,500\$	=	98,500\$	+		\$
5. Equipment	\$	=	\$	+		\$
6. Contractual Services	1,500\$	=	1,500\$	+		\$
7. Indirect (if authorized)	\$	=	\$	+		\$
Total Project Budget	\$100,000	=	\$100,000	+		\$0

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.



Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT C
GRANT AGREEMENT NO. XXXXX / LIR003
MONTHLY PROGRESS REPORT FORM

NICOLE "NIKKI" FRIED
COMMISSIONER

Grant Agreement No.:	XXXXX / LIR003		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Reporting Period:	MM/DD/YYYY to MM/DD/YYYY		
Project Title:			
<p>A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</p>			
<p>B. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>			
<p>C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>			
<p>D. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).</p>			
<p>E. Provide an update on any upcoming outreach events or project activities.</p>			

F. REPORTING

Activities:

Metric Area Description	Metric Description	Unit of Measure
Building Codes and Standards	Building code adoption: number of new and existing buildings covered by new code	
Building Energy Audits	Building energy audits, number of audits performed	
	Building energy audits, floor space audited (sq ft)	
	Building energy audits, auditor's projection of energy savings	
Building Retrofits	Number of buildings retrofitted	
	Buildings retrofitted, square footage retrofitted	
Clean Energy Policy	Number of alternative energy plans developed or improved	
	Number of renewable portfolio standards established or improved	
	Number of interconnection standards established or improved	
	Number of energy efficiency standards established or improved	
	Number of other policies developed or improved	
Energy Cost Savings	Number of policies established or improved that align utility financial incentives with consumer energy efficiency	
Energy Savings	Dollars Saved	
	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
Equipment Purchases	Reduction in gasoline consumption (gallons)	
	Number of vehicles purchased over \$5,000	
	Total cost of vehicles over \$5,000 purchased	
	Number of units purchased other equipment over \$5,000 purchased	
Government, School, Institutional Procurement	Total cost of other equipment over \$5,000 purchased	
	Number of units purchased	
Industrial Process Efficiency	Reduction in natural gas consumption (million cubic ft)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in electricity consumption (megawatt hours)	
Jobs	Number of workers	
	Hours worked	
Other	Other	
	Amount of waste diverted	
Renewable Energy Capacity and Generation	Number of trees planted	
	Amount of electricity generated from wind systems (MWH)	
	Amount of electricity generated from photovoltaic systems (MWH)	
Renewable Energy Market Development	Amount of electricity generated from other renewable sources (MWH)	
	Number of solar thermal systems installed	
	Total capacity of solar thermal systems installed	
	Number of ground source geothermal systems installed	
	Total capacity of ground source geothermal systems installed	
	Number of solar energy systems installed	
	Total capacity of solar energy systems installed	
	Number of wind energy systems installed	
	Total capacity of wind energy systems installed (kilowatt)	
	Number of biomass (non transport) systems installed	
	Total capacity of biomass (non transport) systems installed	
	Number of biofuel systems installed	
	Total capacity of biofuel systems installed (gallons)	
	Number of hydropower systems installed	
Total capacity of hydropower systems installed (kilowatt)		

	Number of systems installed other systems installed (BTU/h)	
	Total capacity of other systems installed (BTU/h)	
	Number of other systems installed (kilowatts)	
	Total capacity of other systems installed (kilowatts)	
Technical Assistance	Information contacts (e.g., webinars, site visits, media, fact sheets in which energy efficiency or renewable energy measures were recommended)	
Workshops, Training, and Education	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	

G. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors.

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

H. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. **XXXXX / LIR003** and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date





NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT D
GRANT AGREEMENT NO. XXXXX / LIR003
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Agriculture and Consumer Services (hereinafter referred to as the "Department") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Department, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR 200, Subpart F, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a nonprofit organization as defined in 2 CFR 200, Subpart F, as revised.

1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200, Subpart F, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subtitle III of 2 CFR 200, Subpart F, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Department, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florida Legislature's website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' website at <http://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F, as revised, and required by Part I of this Attachment shall be submitted, when required by Subtitle III of 2 CFR 200, Subpart F, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001
 - B. The Federal Audit Clearinghouse designated in 2 CFR 200, Subpart F, as revised (the number of copies required by Subtitle III of 2 CFR 200, Subpart F, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Subtitle III of 2 CFR 200, Subpart F, as revised.
2. Pursuant to Subtitle III of 2 CFR 200, Subpart F, as revised, the recipient shall submit a copy of the reporting package described in Subtitle III of 2 CFR 200, Subpart F, as revised, and any management letters issued by the auditor, to the Department at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001
3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager
Florida Department of Agriculture and Consumer Services
Office of Energy
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001
 - B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Department or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

**GRANT AGREEMENT NO. XXXXX/LIR003
EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award:						

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract/Grant Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Contract/Grant Agreement.





Florida Department of Agriculture and Consumer Services
Office of Energy

NICOLE "NIKKI" FRIED
COMMISSIONER

ATTACHMENT E
PROPERTY REPORTING
(FOR PROPERTY WITH GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBERS)
XXXXXX / LIR003

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Department Grant Agreement (identify the property upgraded and the applicable Department Agreement on a separate sheet). Complete the description (including manufacturer & model no./serial no./cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Department's Grant Manager, by Grant Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION (INCLUDING MANUFACTURER & MODEL NO.)	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Representative:	Date:
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BELOW FOR DEPARTMENT USE ONLY

Grant Manager _____ Date _____
 Maintain this document with a copy of the invoices supporting the cost of each item identified above in your agreement file. If the agreement is a cost reimbursement agreement, make sure to send invoices supporting the cost of the items to finance and accounting for the processing of the grantee's/recipient's invoice for payment.

Signature _____

FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Recipient is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Agreement.



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ATTACHMENT F
GRANT AGREEMENT NO. XXXXX/LIR003
REIMBURSEMENT REQUIREMENTS

- A. The Recipient shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Department shall reimburse the Recipient for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$100,000 after receipt and approval by the Department's Contract Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Recipient is responsible for providing a minimum match of \$0 toward the project described in Attachment A, Scope of Work. All cost sharing or match shall meet any applicable state requirements. All cost sharing must be expended in concurrence with grant funds.
- B. Prior written approval from the Department's Contract Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Contract funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Department agrees to review a request by the Recipient to modify Attachment A, Scope of Work, should the Recipient find, after receipt of competitive bids, that the project described in Attachment A, Scope of Work, cannot be accomplished for the current estimated project cost. If the Department agrees to a modification of Attachment A, Scope of Work, it may be modified not to exceed the awarded funding identified above. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Scope of Work, or the available project funding.
- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Recipient shall submit a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph D. Ten percent of each approved reimbursement request shall be retained by the Department pending Recipient's compliance with requirements described below in paragraph F.
- D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State funds. The State of Florida guidelines for allowable costs include, but are not limited to, the Florida Department of Financial Services' Reference Guide for State Expenditures located at

<http://www.myfloridacfo.com>. The Recipient must provide a detailed listing of

expenditures made under this Agreement as support for the Payment Request Summary Form. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.

- E. In addition to the requirements contained in paragraphs C & D above, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
- F. The Recipient shall submit a Final Report, using the format and content shown on Attachment G, Final Report. Upon receipt and approval by the Contract Manager of the Final reimbursement request, required reporting and supporting documentation, pursuant to paragraph C above, the previously withheld retainage shall be released.
- G. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida for the specific purpose of funding the Department's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization, the total funding may be reduced accordingly. The Department, in accordance with direction from the Governor and/or the Florida Legislature, shall have final determination of the availability of any funds.



Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT G
GRANT AGREEMENT NO. XXXXX /LIR003
FINAL PROGRESS REPORT FORM

NICOLE "NIKKI" FRIED
COMMISSIONER

Grant Agreement No.:	XXXXX / LIR003		
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Reporting Period:	MM/DD/YYYY to MM/DD/YYYY		
Project Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
D. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).			
E. Provide an update on any upcoming outreach events or project activities.			

F. REPORTING

Activities:

Metric Area Description	Metric Description	Unit of Measure
Building Codes and Standards	Building code adoption: number of new and existing buildings covered by new code	
Building Energy Audits	Building energy audits, number of audits performed	
	Building energy audits, floor space audited (sq ft)	
	Building energy audits, auditor's projection of energy savings	
Building Retrofits	Number of buildings retrofitted	
	Buildings retrofitted, square footage retrofitted	
Clean Energy Policy	Number of alternative energy plans developed or improved	
	Number of renewable portfolio standards established or improved	
	Number of interconnection standards established or improved	
	Number of energy efficiency standards established or improved	
	Number of other policies developed or improved	
	Number of policies established or improved that align utility financial incentives with consumer energy efficiency	
Energy Cost Savings	Dollars Saved	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
Equipment Purchases	Reduction in gasoline consumption (gallons)	
	Number of vehicles purchased over \$5,000	
	Total cost of vehicles over \$5,000 purchased	
	Number of units purchased other equipment over \$5,000 purchased	
Government, School, Institutional Procurement	Total cost of other equipment over \$5,000 purchased	
	Number of units purchased	
Industrial Process Efficiency	Reduction in natural gas consumption (million cubic ft)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in electricity consumption (megawatt hours)	
Jobs	Number of workers	
	Hours worked	
Other	Other	
	Amount of waste diverted	
Renewable Energy Capacity and Generation	Number of trees planted	
	Amount of electricity generated from wind systems (MWH)	
	Amount of electricity generated from photovoltaic systems (MWH)	
Renewable Energy Market Development	Amount of electricity generated from other renewable sources (MWH)	
	Number of solar thermal systems installed	
	Total capacity of solar thermal systems installed	
	Number of ground source geothermal systems installed	
	Total capacity of ground source geothermal systems installed	
	Number of solar energy systems installed	
	Total capacity of solar energy systems installed	
	Number of wind energy systems installed	
	Total capacity of wind energy systems installed (kilowatt)	
	Number of biomass (non transport) systems installed	
	Total capacity of biomass (non transport) systems installed	
	Number of biofuel systems installed	
	Total capacity of biofuel systems installed (gallons)	
	Number of hydropower systems installed	
	Total capacity of hydropower systems installed (kilowatt)	
Number of systems installed other systems installed (BTU/h)		
	Total capacity of other systems installed (BTU/h)	

	Number of other systems installed (kilowatts)	
	Total capacity of other systems installed (kilowatts)	
Technical Assistance	Information contacts (e.g., webinars, site visits, media, fact sheets in which energy efficiency or renewable energy measures were recommended)	
Workshops, Training, and Education	Number of Workshops, training, and education sessions held	
	Number of people attending workshops, training, and education sessions	

G. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors.

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

H. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. **XXXXX / LIR003** and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date





NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

PRINTED NAME/TITLE OF REPRESENTATIVE

27562

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

PRINTED NAME/TITLE OF REPRESENTATIVE

27562

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE