



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-206, **Version:** 1

Interoffice Memorandum

DATE: January 21, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Carrie Black, Chief Sustainability and Resilience Officer

CONTACT: Carrie Black

PHONE: 407-836-7389

DIVISION: Sustainability and Resilience Office

ACTION REQUESTED:

Approval and execution of Assistance Agreement Award No. DE-SE0000366 for the Energy Efficiency and Conservation Block Grant Program by and between the United States Department of Energy and Orange County, Florida in the amount of \$807,430, and authorization for the Mayor or designee to execute any necessary modifications, amendments, and extensions to this agreement. All Districts. (Sustainability and Resilience Office)

PROJECT: N/A


PURPOSE: The Energy Efficiency and Conservation Block Grant (EECBG) Program, a program of the United States Department of Energy (DOE), is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, fossil fuel emissions, and improve energy efficiency. Formula funding for counties based on population size led to Orange County being allocated \$807,430 in funding. Orange County submitted its application for this program to utilize the allocated funding to conduct energy audits on public facilities, which will assist with identifying energy efficiency improvements. The application was reviewed and given a conditional award, serving to obligate DOE's commitment to funding the project, but *is not* a fully funded award. This conditional award is dependent upon successful completion of negotiations. Please feel free to contact me with any questions or for additional information.

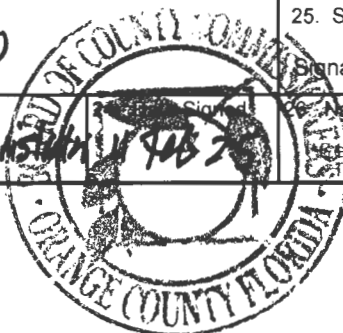
BUDGET: N/A

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

FEB 11 2025

ASSISTANCE AGREEMENT

1. Award No. DE-SE0000366		2. Modification No.		3. Effective Date 01/01/2025		4. CFDA No. 81.128		
5. Awarded To Orange, County of Attn: Nanette Melo 201 SOUTH ROSALIND AVENUE OMB, 3rd Floor ORLANDO FL 328013527				6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585			7. Period of Performance 01/01/2025 through 12/31/2026	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007			10. Purchase Request or Funding Document No. 25SE000298			
11. Remittance Address Orange, County of Attn: Nanette Melo P.O. BOX 38 ORLANDO FL 328020038				12. Total Amount Govt. Share: \$807,430.00 Cost Share : \$0.00 Total : \$807,430.00		13. Funds Obligated This action: \$807,430.00 Total : \$807,430.00		
14. Principal Investigator		15. Program Manager LESLEY FORE Phone: (240) 702-5878			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401			
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury				18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury			19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1005917-00000000-00000000-00000000								
21. Research Title and/or Description of Project BIL: EECBG Program - Orange County, FL								
For the Recipient				For the United States of America				
22. Signature of Person Authorized to Sign 				25. Signature of Grants/Agreements Officer Signature on File				
23. Name and Title Byron W. Bracks, County Administrator				26. Name of Officer Geoffrey I. Walker			27. Date Signed 01/10/2025	



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000366	PAGE 2 OF 3
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NAME OF OFFEROR OR CONTRACTOR
Orange, County of

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: ZAMZMX9ZHCM9</p> <p>This is a conditional award, comprised of this Assistance Agreement and the Special Terms and Conditions. Upon successful completion of negotiations, this award will be modified to lift its conditional status, to revise the Special Terms and Conditions, and to add additional attachments, such as Attachment 1, Activity File and Milestones; Attachment 2, Federal Assistance Reporting Checklist and Instructions; Attachment 3, Budget Information SF-424A; Attachment 4, Intellectual Property Provisions; and Attachment 5, Energy Efficiency and Conservation Strategy.</p> <p>1. The award was prepared using the proposed budget information in the Recipient's application. Term 1 of the Special Terms and Conditions states that the Recipient is prohibited from spending Federal funds at this time. DOE will not release the funding obligated by this award until successful completion of negotiations are reached to the satisfaction of the Contracting Officer.</p> <p>2. Performance against this award is, therefore, at the Recipient's own risk, and payments for costs incurred for Recipient's project will not be made until the parties complete negotiations and the Contracting Officer issues a modification to this award.</p> <p>3. A representative of the DOE office will contact the Recipient to request additional and/or revised information needed to supplement and clarify the Recipient's application, to complete the negotiations of an amended award.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Holly Wilson</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
Orange, County of

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: holly.wilson@ee.doe.gov Phone: 240.562.1779 DOE Project Officer: Lesley Fore E-mail: lesley.fore@hq.doe.gov Phone: 240-702-5878 Recipient Business Officer: Jose Canas E-mail: jose.canas@ocfl.net Phone: 407.836.0081 Recipient Principal Investigator: Carrie Black E-mail: carrie.black@ocfl.net Phone: 407.836.7389 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: YES Extent Competed: NOT COMPETED Davis-Bacon Act: YES PI: Black, Carrie Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

Special Terms and Conditions

Conditional Availability of Funds

The Recipient, which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced in Block 1 of the Assistance Agreement.

This Award consists of the Assistance Agreement and the Special Terms and Conditions. When the parties have completed negotiations for this Award, the Grants Officer will issue an award modification, and the following documents will be added to the Award:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Statement of Project Objectives
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Other Attachments as Negotiated

The following are incorporated into this award by reference:

- DOE Assistance Regulations, 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910 (subject to any deviations issued pursuant to [2 CFR 910.133](https://www.ecfr.gov/current/title-2)) at <https://www.ecfr.gov/current/title-2>.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp> (as applicable).
- National Policy Requirements (November 12, 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL) as applicable.
- Public Law 117-169, also known as the Inflation Reduction Act (IRA) as applicable.
- The recipient’s application/proposal as approved by DOE.
- Applicable program regulations at <http://www.eCFR.gov>.

Conditional Availability of Funds

a. Conditionality

Notwithstanding the obligation of funds shown on the Assistance Agreement, the parties hereby agree that the availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon the Grants Officer's review and approval of the Recipient's application and the completion of negotiations. The Recipient is prohibited from spending federal funds at this time. No funds shall be made available to the Recipient for payment and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient during the negotiation process.

When the parties have completed negotiations for this award, the Grants Officer will issue a modification to this award making available the obligated amount for payment in accordance with the payment terms contained in the Special Terms and Conditions of this award. The Recipient may then receive payment for allowable incurred costs or recognize incurred costs toward cost share requirements, as applicable, in accordance with the negotiated payment terms.

Failure by the Recipient to provide an application with supporting documentation acceptable to the Grants Officer, or failure to complete negotiations, may be deemed noncompliance pursuant to 2 CFR 200.339 and subject to the remedies for noncompliance contained therein—up to and including termination of the award, as provided in 2 CFR 200.340.

Recipients will have 10 business days from the time they are notified by the Grants Officer regarding such noncompliance to cure; the Grants Officer may immediately initiate noncompliance remedies—including termination—if the recipient fails to do so.

b. Termination

Termination of this award for failure to submit an acceptable application or failure to complete negotiations—though it may lead to termination of the award—shall not be considered a “material failure to comply” and therefore will not trigger the reporting requirements of 2 CFR 200.340(c).