

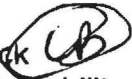


**Interoffice Memorandum**

May 31, 2024

**AGENDA ITEM**

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**FROM:** Carrie Black   
Chief Sustainability and Resilience Officer  
County Administrator's Office  
407-836-7389

**SUBJECT:** **June 18, 2024 – Consent Agenda Item**  
Climate Pollution Reduction Grant - SSERC Coalition Application  
Memorandum of Agreement

Orange County partnered with Tampa Bay Regional Planning Council, City of Jacksonville, City of Orlando, Osceola County, Seminole County, and Sarasota County to submit a joint coalition application for the Environmental Protection Agency's Climate Pollution Reduction Grant in April 2024. The coalition, named Sunshine State Energy Resilience Coalition, requested \$199,999,999 in funding to be split among the coalition lead, Tampa Bay Regional Planning Council, and coalition members to implement greenhouse gas reductions and programs that help Low-Income and Disadvantaged Communities across the state of Florida, covering a population of more than 8.6 million residents.

The proposed project, if successfully awarded the grant, will allocate \$29,861,222 to Orange County for energy efficiency education for residents and energy efficiency upgrades and solar installations at community serving public buildings. The Memorandum of Agreement with coalition partners outlines the roles, responsibilities, and commitments of each of the parties in order to successfully implement projects in each entity's jurisdiction. In addition to residential energy efficiency education and toolkits, this aligns with the Orange County Sustainable Operations & Resilience Action Plan Goals 1 through 5 addressing greenhouse gas emissions reductions and building energy efficiency.

**ACTION REQUESTED:** Approval and execution of Memorandum of Agreement between The Tampa Bay Regional Planning Council (TBRPC) and City of Jacksonville, City of Orlando, Orange County, Osceola County, Sarasota County, and Seminole County for Implementation of the Sunshine State Energy Resilience Coalition (SSERC) Project and authorization for the Mayor or designee to execute any necessary modifications, amendments, and extensions to this agreement. All Districts.

CB:jamh

c: Byron W. Brooks, AICP, County Administrator  
Carla Bell Johnson, AICP, Deputy County Administrator



**Board of County Commissioners  
Meeting June 18, 2024**

**Consent Agenda Item C.3. (24-0395)**

**Approval and Execution of a  
Memorandum of Agreement for the  
Sunshine State Energy Resilience  
Coalition Project**

**Background**

The Sunshine State Energy Resilience Coalition (SSERC) Project is a coalition grant submission that Orange County participated in for the EPA's Climate Pollution Reduction Grant (CPRG) Implementation Grant. The CPRG Implementation grant offers "\$4.6 billion for competitive implementation grants to eligible applicants to implement Greenhouse Gas reduction programs, policies, projects, and measures".

Orange County qualified as an eligible entity for the CPRG Implementation grant because the Orlando-Kissimmee-Sanford Metropolitan Statistical Area (MSA) qualified based on population size. Additionally, Orange County led the efforts for our MSA to participate in the CPRG Planning grant, another eligibility pre-requisite for the CPRG Implementation grant.

Orange County in partnership with Tampa Bay Regional Planning Council (TBRPC) and the City of Jacksonville, City of Orlando, Osceola County, Sarasota County, and Seminole County submitted a grant application requesting in \$199,999,999 in total funding to implement energy efficiency education, and energy efficiency and renewable energy projects within our communities.

If successful and funded at the full requested amount, Orange County will receive \$29,861,222. In keeping with the grant objectives, funding will be used on energy efficiency and renewable energy projects on public serving buildings, with a focus on facilities serving low-income and disadvantaged communities. Additionally, funding will go towards residential energy efficiency education toolkits and workshops across our region (Orlando-Kissimmee-Sanford MSA).

CPRG Implementation grant awardees are expected to be announced by the EPA in June 2024. A requirement of the grant is that grant coalition submissions, if successful, will submit a memorandum of agreement by July 1, 2024.



## OFFICE OF COMPTROLLER

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**ORANGE  
COUNTY  
FLORIDA**

**Phil Diamond, CPA**  
County Comptroller as  
Clerk of the Board of County Commissioners  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, FL 32802  
Telephone: (407) 836-7300  
Fax: (407) 836-5359

DATE: June 18, 2024

TO: Carrie Black, Chief Sustainability and Resilience Officer  
County Administrator's Office, BCC

FROM: David Rooney, Manager *TH for DR*  
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, County Administrator Department  
Consent Item 3, Legislative File 24-878, June 18, 2024

Enclosed is the Memorandum of Agreement for the Sunshine State Energy Resilience Coalition Project (7 originals); which was approved by the Board of County Commissioners (BCC) at its regular meeting held on June 18, 2024.

Please forward the documents to all required parties for signature.

**Email copies of the fully-executed documents to [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com) and copy [jennifer.mcGill@ocfl.net](mailto:jennifer.mcGill@ocfl.net). Note: [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com) is used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed documents before July 18, 2024, notify Jennifer Lara-Klimetz by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

dr:th

Enclosures (7)

dl: Carla Bell Johnson, Deputy County Administrator, BCC [email]

Lisa Sneed, Executive Assistant, County Administrator Department [email]

Pending File

## MEMORANDUM OF AGREEMENT

### BETWEEN

The Tampa Bay Regional Planning Council (TBRPC) and  
City of Jacksonville, City of Orlando, Orange County, Osceola County, Sarasota County, and  
Seminole County

### for

Implementation of the Sunshine State Energy Resilience Coalition (SSERC) Project

This is a memorandum of agreement (MOA) between the TBRPC and Coalition Members (City of Jacksonville, City of Orlando, Orange County, Osceola County, Sarasota County, and Seminole County). When referred to collectively, the TBRPC and Coalition Members are referred to collectively as the “Parties” and individually as a “Party.”

1. **BACKGROUND:** The TBRPC, on behalf of the Parties, applied for a United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grants (CPRG) Program as part of the SSERC, with TBRPC as the lead applicant. The Parties plan to execute the SSERC project, as outlined in this MOA, if awarded at \$199,999,999 in funding, and a memorandum of agreement must be signed between TBRPC and Coalition Members. Working together, the Parties will implement greenhouse gas reductions and programs that help Low-Income and Disadvantaged Communities across the respective Coalition Member jurisdictions in the State of Florida, covering a population of more than 8.6 million residents.
2. **AUTHORITIES:** Each Party represents that it has the authority to enter into this MOA and perform its obligations hereunder.
3. **PURPOSE:** The purpose of the MOA is to clearly define the roles and responsibilities of each Coalition Member will have to expend EPA CPRG funding to ensure fiscal responsibility. The MOA also will detail grant reporting requirements and procedures and how funding will be distributed to the Parties.
4. **ROLES, RESPONSIBILITIES and COMMITMENTS OF THE PARTIES:**
  - a. As the lead applicant, the TBRPC will be accountable to the EPA and accepts full responsibility for coordinating with the Coalition Members to effectively carry out the full scope of work and the proper financial management of the grant. Toward this end, the TBRPC will:
    - i. Hire five (5) staff members with CPRG funding to ensure proper oversight of project goals and funds;
    - ii. Set up a separate financial account for CPRG funding;
    - iii. Provide financial and programmatic reports to the EPA as needed; and
    - iv. Hold meetings with Coalition Members to ensure communication;
    - v. Enter into an agreement with EPA that has been reviewed and approved by the TBRPC board (the EPA Grant Agreement);
    - vi. Provide each of the Coalition Members with a copy of the fully executed EPA Grant Agreement, upon receiving grant agreement from EPA, and which shall not be amended without written consent of each Party;
    - vii. Comply with all requirements of the EPA Grant Agreement.

- b. Coalition Members are Grant Subrecipients and will be responsible for proper use of EPA funding and project management and will also be accountable to the TBRPC. Contingent upon execution of EPA Grant Agreement, Coalition Members will:
  - i. Assume the responsibility of proper oversight of project goals and funds by either:
    - 1. Designating at least one (1) staff member; or
    - 2. Establishing a partnership with a public agency located within their Metropolitan Statistical Area (MSA)
  - ii. Provide quarterly reports to TBRPC fifteen (15) days after the end of the calendar quarter of activities and expenditures;
  - iii. Attend (in person or virtually) meetings of Coalition Members to ensure communication;
  - iv. Procure all goods and services according to EPA procurement guidelines;
  - v. Report to the TBRPC greenhouse gas emission reductions and total estimates quarterly;
  - vi. Take no action that would violate the terms of the EPA Grant Agreement or would adversely impact the funding hereunder to any Coalition Member.
- c. All Parties will:
  - i. Maintain sound financial policies
  - ii. Include the EPA funding received by the respective Party in its own financial audit.

5. PROPOSED OPERATING MODEL FOR THE COALITION: Coalition Members will act as separate legal entities. As the lead applicant, the TBRPC will serve as the primary fiscal agent and provide structure for the multi-regional project. The TBRPC will distribute funding to Parties within sixty (60) days of receiving funding from the EPA. The Parties will be responsible for selecting CPRG funding projects that are aligned with EPA Grant Agreement, as outlined in the MOA, and reporting to the TBRPC. The Parties will also be responsible for overseeing project bidding, designing projects, and constructing projects, if applicable. The Parties have agreed to accept the following funding amounts:

<b>Lead Applicant &amp; Coalition Member</b>	<b>Budgeted Amount</b>
Tampa Bay Regional Planning Council	\$75,634,264
Sarasota County	\$26,187,174
Orange County	\$29,861,222
City of Jacksonville	\$40,428,531
City of Orlando	\$7,958,766
Seminole County	\$12,055,000
Osceola County	\$7,875,042
<b>Total</b>	<b>\$199,999,999</b>

- 6. PERSONNEL: Each Party is responsible for the wages and benefits of its employees. Each Party is responsible for supervision and management of its personnel.
- 7. Resources each Party will contribute to the project, contingent upon CPRG grant award and executed EPA Grant Agreement:

- a. Tampa Bay Regional Planning Council
  - i. Administrative and fiscal entity. The TBRPC will hire or designate 5 staff members. The Program Manager, Administrative Assistant, and Communications Manager will work on the SSERC project coordination with all Coalition Members. The Project Manager and Project Coordinator will work with subrecipients in the Tampa-St. Petersburg- Clearwater MSA to ensure project success.
- b. Sarasota County
  - i. Sarasota County is a Coalition Member that will hire a Technical and Administrative Project Coordinator and Energy Education and Workforce Development Project Coordinator. Project Manager, Sara Kane, will work in-kind to ensure subrecipients in North Port-Sarasota-Bradenton MSA work together to ensure project success.
- c. Orange County
  - i. Orange County will fund a Capital Project Staff, Construction Project Coordinator, and Senior Contract Administrator. Orange County will work with subrecipients in the Orlando-Kissimmee-Sanford MSA. They will coordinate with contractors on Orange County contracted projects. Fund a regional lead position with the East Central Florida Planning Council to oversee project development in the Orlando-Kissimmee-Sanford MSA.
- d. City of Jacksonville
  - i. The City of Jacksonville will endeavor to hire, subject to required approvals and appropriation of funds, a Technical Project Coordinator and Energy Education and Workforce Development Project Coordinator. The Project Manager will be the Jacksonville Sustainability Manager, who will oversee all subrecipients in the Jacksonville MSA. Fund a regional lead position for the Northeast Florida Regional Council to help manage projects constructed in Jacksonville MSA.
- e. City of Orlando
  - i. The City of Orlando will designate an Energy Concierge/Educator position and manage contracts, consultants, and project bidding. The City of Orlando will coordinate with Orange County and the regional lead on project development.
- f. Seminole County
  - i. If the TBRPC is awarded the CPRG and Seminole County thereby receives the full budgeted amount specified in this MOA, Seminole County intends to utilize these funds to complete the tasks outlined in Exhibit A, attached to, and

incorporated in this MOA. Seminole County's performance is contingent on reaching mutually acceptable terms with any third-parties to complete the tasks specified in Exhibit A.

g. Osceola County

- i. Osceola County will manage contracts, consultants, and project bidding. Osceola County will coordinate with Orange County and the regional lead on project development.

8. GENERAL PROVISIONS:

- a. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Parties.

- i. POC:

1. For TBRPC —

- a. Courtney Wright, Senior Planner, 727-570-5151 x30, [courtney@tbrpc.org](mailto:courtney@tbrpc.org)
- b. Cara Woods Serra, Director of Resiliency, 727-570-5151 x28, [cara@tbrpc.org](mailto:cara@tbrpc.org)

2. For Sarasota County —

- a. Sara Kane, Sustainability and Resilience Manager, (941) 861-9802, [skane@scgov.net](mailto:skane@scgov.net)
- b. Kristin Ruger, Grants Analyst, (941) 861-5033, [kruger@scgov.net](mailto:kruger@scgov.net)

3. For Orange County —

- a. Carrie Black, Chief Sustainability and Resilience Officer, 407-836-7389, [carrie.black@ocfl.net](mailto:carrie.black@ocfl.net).
- b. Lori Forsman, Sustainability Programs Manager, 407-836-5439, [lori.forsmans@ocfl.net](mailto:lori.forsmans@ocfl.net).

4. For the City of Jacksonville —

- a. Ashantae Green, Sustainability Manager, 904-255-7847, [greena@coj.net](mailto:greena@coj.net)
- b. Carly Smith, Sustainability Administrative Aid, [csmith1@coj.net](mailto:csmith1@coj.net)

5. For the City of Orlando —

- a. Brittany Sellers, Sustainability, Resilience, & Future-Ready Assistant Director, 407-246-2530, [brittany.sellers@orlando.gov](mailto:brittany.sellers@orlando.gov)
- b. Mike Hess, Sustainability, Resilience, & Future-Ready Director, 407-246-3877, [michael.hess@orlando.gov](mailto:michael.hess@orlando.gov)

6. For Seminole County —

- a. George Woodring, Financial Grant Administrator, 407-665-7168, [gwoodring@seminolecountyfl.gov](mailto:gwoodring@seminolecountyfl.gov)
- b. Oliver Bond, Solid Waste Division Manager, 407-665-2253, [obond@seminolecountyfl.gov](mailto:obond@seminolecountyfl.gov)

7. For Osceola County —

- a. Susan Caswell, Sustainability Director, 407-742-0350, [susan.caswell@osceola.org](mailto:susan.caswell@osceola.org)
- b. Paul Conover, Sustainability Project Manager, 407-742-0353, [paul.conover@osceola.org](mailto:paul.conover@osceola.org)

b. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed,

i. if to the TBRPC, to—

- 1. Wren Krahl, 4000 Gateway Centre Blvd. #100 Pinellas Park, Florida 33782

ii. and, if to Sarasota County, to—

- 1. Sara Kane, Sustainability and Resilience Manager, 6700 Clark Rd., Sarasota, FL 34241

iii. and, if to Orange County, to—

- 1. Carrie Black, Chief Sustainability & Resilience Officer, 201 S. Rosalind Ave., Fifth Floor, Orlando, FL 32801

iv. and, if to the City of Jacksonville, to—

- 1. Ashantae Green, Sustainability Manager, 214 N. Hogan Street, Suite 800, 8<sup>th</sup> Floor, Jacksonville, FL 32202

v. and, if to the City of Orlando, to—



1. Brittany Sellers, Sustainability, Resilience, & Future-Ready Assistant Director, 1010 S. Westmoreland Dr., Orlando, FL 32805

vi. and, if to Seminole County, to—

1. George Woodring, Financial Grant Administrator, 1101 E. First Street, Sanford, FL 32771

vii. and, if to Osceola County, to—

1. Susan Caswell, Sustainability Director, 1 Courthouse Square Ste 2100 Kissimmee FL 34741

or as may from time to time otherwise be directed by the Parties.

- c. REVIEW OF AGREEMENT. This MOA will be reviewed by the Parties annually on or around the anniversary of its effective date for financial impacts; if there are substantial changes in resource requirements, the MOA will be reviewed in its entirety.
- d. MODIFICATION OF AGREEMENT. This MOA may be modified only by written agreement of the Parties, duly signed by their authorized representatives.
- e. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or EPA issuance, be resolved by consultation among the Parties.
- f. TERMINATION OF AGREEMENT. Each Party may terminate their participation in this MOA upon thirty (30) days written notice to all other Parties. This MOA may be terminated by all Parties, or by the express order of the EPA.
  - i. The TBRPC has the right to terminate a Party if EPA requirements are not met and the TBRPC has provided the noncomplying party with written notice detailing the noncompliance and an opportunity to cure such noncompliance within sixty (60) days of receipt of such written notice.
- g. TRANSFERABILITY. This MOA is not transferable except with the written consent of all the Parties, including the EPA.
- h. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement among the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- i. EFFECTIVE DATE. This MOA takes effect upon the execution of the EPA Grant Agreement.
- j. EXPIRATION DATE. This MOA will expire when all grant requirements have been met, as defined by the EPA Grant Agreement.
- k. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA, and this MOA will be for the sole and exclusive benefit of the Parties. The Parties are each a political subdivision, special district, or agency of the State of Florida as defined in Chapter 768.28, Florida Statutes, and each agrees to be fully responsible for the acts and omissions or negligence of its agency or employees, to the extent permitted by law.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency, special district, or political subdivision of the State of Florida or an agency of the State to be sued by third parties in any matter arising out of this Agreement or any other contract.

- l. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions that achieve the purpose intended by the Parties to the greatest extent permitted by law.
- m. LEGAL AFFECT OF MOA. This MOA does not bind any federal agency nor waive required compliance with any law or regulation.

AGREED: [Approval authority signatures will never be alone on a blank page]

Tampa Bay Regional Planning Council —

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Signature

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Wren Krahl, Executive Director

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(Date)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

BOARD OF COUNTY COMMISSIONERS OF  
OSCEOLA COUNTY

By: \_\_\_\_\_  
Chair/Vice Chair, Osceola County

Date: \_\_\_\_\_

ATTEST: OSCEOLA COUNTY CLERK  
OF THE BOARD

By: \_\_\_\_\_  
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk of the Board of  
County Commissioners  
Seminole County, Florida

By: \_\_\_\_\_  
Jay Zembower, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its June 11, 2024,  
regular meeting.

Approved as to form and  
Legal sufficiency

\_\_\_\_\_  
County Attorney

For Sarasota County –

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Date

ORANGE COUNTY

By: Board of County Commissioners

By: *Jerry L. Demings*  
*for* Jerry L. Demings  
Orange County Mayor

Date: June 18, 2024

Attest: Phil Diamond, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Jennifer Horn-Klinetz*  
Deputy Clerk



For City of Jacksonville –

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Date



For City of Orlando –

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Date

***The MOA must be signed by all the Parties. Signatories must be officially authorized to sign on behalf of their agency or organization, and their signature should include title and agency name.***